CONDOMINIUM OFFERING PLAN FOR THE SALE OF SIXTEEN (16) HOMES IN A CONDOMINIUM TO BE KNOWN AS

PARSONS CORNERS AT LYNBROOK CONDOMINIUM

Location:
161 Union Avenue
Lynbrook, Nassau County, New York 11563

16 Homes	$ 9,711,000
TOTAL OFFERING	**$ 9,711,000**

SPONSOR AND SELLING AGENT

161 Union LLC
363 Perkins Avenue
Oceanside, New York 11572

SPONSOR'S ATTORNEY

CERTILMAN BALIN ADLER & HYMAN, LLP
90 Merrick Avenue, 9th Floor
East Meadow, New York 11554

THE DATE OF ACCEPTANCE FOR FILING OF THE OFFERING PLAN IS _____, 2025. THE OFFERING PLAN MAY NOT BE USED AFTER _____, 2026 UNLESS AMENDED.

THIS PLAN CONTAINS SPECIAL RISKS TO PURCHASERS: SEE PAGE (iii).

THIS OFFERING PLAN IS THE SPONSOR'S ENTIRE OFFER TO SELL THESE CONDOMINIUM HOMES. 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 HOME. FILING WITH THE DEPARTMENT OF LAW DOES NOT MEAN THAT THE DEPARTMENT OR ANY OTHER GOVERNMENT AGENCY HAS APPROVED THIS OFFERING

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

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SPECIAL RISKS

1. Pursuant to existing regulation, the Sponsor may declare the Plan effective by selling a minimum of fifteen (15%) percent of the Homes being offered for sale (15% x 16 Homes = 3 Homes). Even if the Plan is declared effective with a minimum number of sales, it is possible that the Sponsor may be able to close Homes with fewer than the minimum number of sales, if Purchasers counted towards effectiveness do not ultimately purchase a Home. In the event no Purchasers close after the Plan has been declared effective the Sponsor may have to re-declare the Plan effective.

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 Homes 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 has not sold a substantial percentage of the Homes in the building or group of buildings, which in some cases may be as high as 70%. Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the original sponsor has an ownership interest of 10% or more. It may also be difficult for a Purchaser to resell a Home if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions.

Even after Homes are closed, Lenders may still impose minimum sales requirements before granting a loan. It then may be difficult for a Purchaser to resell if prospective buyers are unable to obtain a loan due to such minimum sales requirements. See Section XII of the Offering Plan.

2. The Sponsor will be entitled to designate all Board Members of the Condominium until all the Homes in the Condominium have been sold and closed ("Sponsor Control Period"). The First Annual Meeting will be held within thirty (30) days subsequent to the Sponsor Control Period. Said period may exceed two (2) years after the Closing of Title to the first Home and will constitute more than 50% of the common interests of the Homes being transferred to Homeowners. Prior to the First Annual Meeting, the initial Board of Managers will consist of three (3) Sponsor appointed Board Members who shall hold office and exercise all powers of the Board of Managers until the First Annual Meeting of the Homeowners. At the First Annual Meeting of the Homeowners called pursuant to Section 9 of Article II of the By-Laws and thereafter, the Board of Managers shall continue to consist of a total of three (3) Homeowner elected Board Members or if the Sponsor still retains an Unsold Home, Sponsor designated Board Members. There is no limit on the period of time it may take Sponsor to convey all the Homes in the Condominium and as a result the Sponsor may control the Board of Managers indefinitely. Notwithstanding, the Sponsor shall have the right but not the obligation to voluntarily relinquish control of the Board of Managers prior to the expiration of the Sponsor Control Period.

As a result of the Sponsor having voting control of the Board of Managers during the Sponsor Control Period, Purchasers for their own occupancy may never gain control of the Board of Managers under the terms of this Offering Plan. Purchasers individually, or as a group, may take legal or administrative action to enforce the Sponsor's obligations to the Condominium. However, they will be unable to do so in the name of the Condominium. In addition, the funds utilized for such actions will either need to be obtained by a Special Assessment of all Homeowners excluding the Sponsor or obtained through independent funds of the Homeowners. The Sponsor will also, during this indeterminate period, have control of maintenance, facilities and services to be provided to the Condominium and will determine the Common Expenses to be paid by all Homeowners, including the Sponsor and will also be responsible for the enforcement of the Sponsor's obligations through the Board of Managers. Control of maintenance, facilities and services is subject to the provisions in Schedule B and the footnotes thereto.

Owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed as a result of their different reasons for purchasing, i.e., purchasing as a Home to live in as opposed to purchasing as an investment.

Sponsor Members of the Board of Managers shall be appointed for a one (1) year term. At the expiration of the Sponsor Member terms, if Sponsor is still entitled to nominate Members to the Board of Managers, the Sponsor Members of the Board of Managers shall thereafter continue to be appointed as Members of the Board of Managers for one (1) year terms until the Sponsor is required to relinquish the position or Sponsor voluntarily resigns the position. See Section XVII of the Offering Plan.

3. As long as Sponsor retains an unsold Home in the Condominium, Sponsor may vote as Sponsor so determines for any other Members, so long as the Members are Homeowners and are not on Sponsor's slate of Members for the Board of Members, Sponsor's payroll or as long as they did not receive other financial backing from the Sponsor other than a mortgage held by the Sponsor or affiliated entity of the Sponsor, if applicable. When the Sponsor no longer owns any Homes in the Condominium it will not be entitled to designate any Members to the Board of Members. See Sections XVII and XVIII of the Offering Plan.

4. Although Sponsor will endeavor in good faith to sell the Homes in the Condominium, Sponsor will retain the unconditional right to rent rather than sell the Homes. Because Sponsor is retaining the unconditional right to rent rather than sell the Homes after the consummation of the Offering Plan under such circumstances then, in such an event, this Plan may result in the creation of a condominium in which a majority of the Homes are not owned by owner-occupants or investors who are unrelated to the Sponsor and Purchasers for their own occupancy may never gain control of the Board of Managers under the terms of the Offering Plan. Due to the fact Sponsor is not limiting the conditions under which it will rent rather than sell the Homes, under the above circumstances, there would be no commitment to sell more Homes than the fifteen (15%)

percent of the Homes being offered for sale excluding units of an ancillary nature (15% x 16 = 3 Homes) necessary to declare the plan effective and owner-occupants may never gain effective control and management of the Condominium, in such an event. Sponsor shall not rent a Home in the Condominium prior to Consummation of the Plan as defined in Title 13 NYCRR § 20.1(c)(6). See Section XIV of the Offering Plan.

5. Sponsor does not wish to sell the Homes to Purchasers who intend to purchase the Home as a short-term resale investment. As such the Purchase Agreement for a Home provides that if a Home is sold within eighteen (18) months from the Closing of Title to the Home, the Purchaser shall upon the sale of the Home pay Sponsor, at or before the resale Closing of a Home, an amount equal to ten (10%) percent of any profits of the Gross Sales Price of the resold Home defined as the total price of the resold Home without deductions for Closing or other transaction costs, less the original purchase price. Notwithstanding, the amount to be paid to the Sponsor upon such sale shall not be greater than the net proceeds of the sale of the Home, which would be the Gross Sales Price, less amounts owed on a mortgage and all Closing Costs. This provision only applies to the initial Purchaser of a Home from Sponsor and not to subsequent re-sales and does not apply if the Homeowner or spouse dies within the eighteen (18) month period or if all the Homes have been titled by Sponsor before the eighteen (18) month period. In addition, it does not apply to any mortgagee who forecloses or accepts a deed in lieu of foreclosure for a default under a first mortgage. See Section I of the Offering Plan.

6. No Homeowner will be permitted to make any addition, alteration or improvement (of either a temporary or permanent nature) of a structural nature in or to the Homeowner's Home, or any Limited Common Element for the Homeowner's exclusive use, without the prior written approval of the Board of Managers. Said provisions requiring the written consent of the Board of Managers do not apply to the Sponsor. See Section XIX of the Offering Plan and the By-Laws contained in Schedule K.

7. This Condominium is subject to The Housing Merchant Implied Warranty Law of the State of New York, Article 36-B of the General Business Law, which pertains to warranties on the sale of certain new Homes. This law is applicable to all Homes offered for sale under this Plan. Pursuant to the terms of this law, the Sponsor is giving a limited warranty to Purchasers which excludes specific warranties and provides for a more limited warranty on certain items ("Limited Warranty"). Certain of the limitations contained in the Limited Warranty are noted as follows: the Limited Warranty provides coverage for the first Home Buyer only; Sponsor's liability is limited to fifty thousand ($50,000) dollars, less any insurance proceeds received by Purchaser; incidental, special, indirect consequential or other similar damages are excluded; and detailed procedures must be followed for giving notice of a warranty claim to Sponsor, and for commencing a lawsuit against Sponsor. Any exclusion or modification of warranties that does not meet or exceed the relevant specific standard of the applicable building code, or in the absence of such standard, a locally accepted building practice, shall be void as contrary to public policy. Sponsor is obligated to complete the Homes in accordance with all applicable building codes and the plans and specifications filed with the Village of Lynbrook. In addition, any exclusion or modification of warranties that fails to ensure that a home is

habitable by permitting conditions to exist which render the home unsafe, shall be considered void as well. See the complete terms of the Limited Warranty contained in the Rider to the Purchase Agreement set forth in Schedule D-5. Regardless of any limitations in the warranty or in this Offering Plan, Sponsor is required to construct the premises in accordance with all applicable codes and filed plans and specifications. Any conflict between the disclaimers and the Sponsor's obligation to construct the premises in accordance with all applicable codes and filed plans and specifications shall be resolved in favor of the latter. For details see Section XVI of the Plan and the full text of the Housing Merchant Warranty Law (Article 36-B of the General Business Law of the State of New York), set forth in Schedule I of the Offering Plan.

8. Although all funds received by Sponsor from a Purchaser of a Home for upgrades, options, extras, special work or custom work ("Extras") not included in the base price of a Home will initially be placed in the Escrow Account, such funds may be released from the Escrow Account without the requirements disclosed in Section XI of the Plan as long as the Sponsor uses the funds for such Extras. As a result, in the event a Purchaser of a Home is entitled to rescission, the Purchaser will not receive a refund of any funds paid to the Sponsor for Extras which have been installed by Sponsor, not installed but paid for by Sponsor or not installed but which have been ordered by Sponsor and for which Sponsor is obligated to pay, unless the Offering Plan has been abandoned. In the event the Offering Plan is abandoned the Purchaser of a Home shall be entitled to receive a refund of all funds paid to the Sponsor for such Extras. See Section XIII of the Offering Plan.

9. The Purchase Agreement for a Home is not conditioned upon a Purchaser securing satisfactory mortgage financing. Obtaining a mortgage shall be the sole responsibility of each Purchaser of a Home. In no event will the Sponsor be obligated to return a Purchaser's Deposit in the event a Purchaser is unable to obtain a mortgage. In addition, the Purchase Agreement for the Home will remain in full force and effect and the Purchaser of the Home will be obligated to pay the balance of the purchase price at Closing regardless of the availability of financing. Any Purchaser of a Home who does not close title to the Home as a result of their inability to obtain a mortgage and pay the balance of their Purchase Price may lose their Deposit plus the Extras as provided for in Special Risk No. 8 as liquidated damages. Prospective Purchasers of a Home who need financing to purchase are advised to consult with a lender before executing a Purchase Agreement for the Home to ascertain the likelihood of obtaining financing. No representation is made by the Sponsor as to the availability or cost of such financing. See Section XII of the Offering Plan.

10. If a Purchaser fails for any reason to Close Title after the date originally scheduled in Sponsor's Notice of Closing or such later date (if applicable) to which Sponsor, in a subsequent Notice for Closing, adjourned the Closing, all of the Closing Apportionments shall be made as of midnight of the day preceding (i) the date originally scheduled for Closing or (ii) Sponsor's adjourned Closing Date (as the case may be). In addition, Purchaser shall pay to Sponsor at or prior to the actual Closing an amount equal to .0438% (which equals an annual rate of 16%) of the purchase price for the Home for

each day beyond such originally scheduled or Sponsor adjourned Closing date, to and including the date of actual Closing, for reimbursement and defrayal of Sponsor's carrying costs and other charges. See Section XI of the Offering Plan and Paragraph 6 of the Purchase Agreement for the Home.

11. In the event Sponsor is unable to convey title to a Home twelve (12) months after the proposed date of delivery set forth in the Purchase Agreement for the Home a Purchaser shall have the option to cancel the applicable Purchase Agreement and have the Deposit advanced by Purchaser returned to Purchaser. Purchaser shall be obligated to notify the Sponsor in writing of its intent to exercise said option no later than thirty (30) days after the twelve (12) month period. Failure to so notify Sponsor shall be deemed a waiver of this provision, and Purchaser shall continue to be bound by the terms of the applicable Purchase Agreement. See Section XI of the Offering Plan.

In addition, it is anticipated that the Closing to the first Home will occur on or about November 1, 2025. Purchasers will be offered a right of rescission if: (i) the actual date of Closing of Title to the first Home; or (ii) the projected date of Closing of Title to the first Home occurs later than October 31, 2026, twelve (12) months after the projected date for the first Closing contained in this Offering Plan, unless the Offering Plan is amended to a later date.. If the Plan is amended to provide for a later projected date for the first Closing, any Purchaser who enters into a Purchase Agreement after the Amendment to the Offering Plan has been accepted for filing by the New York State Attorney General's Office will be entitled to an offer of rescission if the first Closing occurs more than twelve (12) months beyond that amended, later date. Any Purchaser who entered into a Purchase Agreement prior to said amended date will retain the right of recession if (i) the actual date of Closing of Title to the first Home; or (ii) the projected date of Closing of Title to the first Home occurs later than October 31, 2026, twelve (12) months after the initial projected date for the first Closing. However, if the first Home Closing occurs before November 1, 2025 (or such other date projected as the date of commencement of the operation at the time the Purchase Agreement was entered into) or within the twelve (12) month period thereafter, the Sponsor may schedule the Closings of Title to other Homes significantly later than such date. Some Purchase Agreements may not include an outside Closing Date and unless a Purchaser's Purchase Agreement contains an outside Closing Date, the Sponsor is not obligated to schedule a Closing within any specified time frame or to ensure that Closing of Title to the Home will occur by any date certain. Purchasers should note that even if the first Closing occurs on or before November 1, 2025 (or such other date projected as the date of commencement of the operation at the time the Purchase Agreement was entered into) or within the twelve (12) month period thereafter, the Closing of subsequent Homes may be substantially delayed beyond such dates if a Certificate of Occupancy has not been issued for such Homes. In such case, provided that Sponsor is diligently pursuing completion of construction and the issuance of a Certificate of Occupancy and is otherwise in compliance with its obligations under the Plan, Purchasers will not be entitled to a right or rescission or to make claims against the Sponsor for damages or losses as a result of such delays and will not be excused from paying the full Purchase Price for the Home. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE

POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A HOME. In the event, however, Sponsor cannot convey title to the Home on or before twelve (12) months from the estimated date of conveyance contained in the Purchase Agreement, affected Purchasers will be afforded the right of rescission.

The above dates are subject to Force Majeure. "Force Majeure" shall mean unavoidable delays due to acts of God, weather, fire, flood, explosion, war, riot, sabotage, epidemics, pandemics, quarantine, acts of terrorism, freight embargos, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, governmental restrictions, preemptions or approvals, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the control of Sponsor. In the event of a delay due to Force Majeure, the above time frames shall be tolled for the length of the period during which such performance was excused, and such tolling shall not entitle Purchaser to any credit, offset, or reduction in Purchase Price or to be relieved of any other obligation under the Purchase Agreement. However, none of Purchaser's rights under the applicable regulations promulgated by the Attorney General, Article 23-A of the General Business Law or under the Plan shall be abridged by virtue of Force Majeure except as determined in a final decision or order by a court of competent jurisdiction or any governmental agency, or by executive order. Purchasers are specifically advised that the timing of the Closing of Title to the Home may be significantly delayed in the event that Sponsor exercises its tolling rights under the foregoing Force Majeure provision. The Attorney General recommends that Purchasers consult with their attorney as to: (i) whether there exists a final decision or order by a court of competent jurisdiction or any governmental agency, or executive order that impacts the timing of Purchaser's obligations under the Purchase Agreement; and (ii) any risks associated with executing a Purchase Agreement containing the foregoing Force Majeure provision prior to executing the Purchase Agreement.

Any Purchaser entitled to a right of rescission must advise the Sponsor as to the Purchaser's intent to exercise Purchaser's right of rescission within a reasonable period of time, not less than fifteen (15) days from the date of receipt of an amendment offering rescission to Purchasers.

See Section XI of the Offering Plan and Paragraph 5 of the Purchase Agreement for the Home in Part II of the Plan.

12. All Deposits received from Purchasers will initially be deposited into an escrow account of Certilman Balin Adler & Hyman (the "Escrow Agent") in Flushing Bank, with an address at 220 RXR Plaza, Uniondale, New York as described in Section XI of the Offering Plan. The escrow account is an IOLA account consistent with Section 487 of the Judiciary Law of the State of New York. The maximum deposit insurance amount will be $250,000. If an individual makes a Deposit in excess of said amount for the purchase of a Home, it is a special risk of this offer that such Deposit will not be federally insured in excess of said amount. Purchasers should note that if the Purchaser has any accounts in the Bank, the funds in those accounts will count towards the $250,000 FDIC insurance

limit. Thereafter the Escrow Deposit will remain in the Escrow Account pursuant to the provisions contained in Section XI of the Offering Plan.

13. Purchasers should be aware that they will be living in an active construction site until the entire Condominium is completed. During this period, Homeowners in the Condominium are advised that there will be storage of construction material and equipment on the site, construction vehicular traffic throughout the Condominium, construction noises, dirt, debris and dust in the roadways and throughout the Condominium, unfinished areas of the Condominium and other inconveniences which are normal in a new home community under construction until the completion of the Condominium. See Section XXX of the Offering Plan.

14. The square foot area of the Homes at Parsons Corners at Lynbrook Condominium were derived as follows: The floor area of the living space of the Homes has been measured from the exterior of the wall to the centerline of the demising wall for the exterior walls and from the centerline of the demising wall to the centerline of the demising wall for interior walls; stairs and areas “open to below” were counted once in the square footage of the second floor apartments. First floor apartments do not contain any stairways. Unfinished attic areas are not included. The unfinished attics are not counted in apartment square footage. The unfinished attic is a common element. There is no access to the attic from the individual units. As such the areas are not based upon measurements from interior surfaces of interior walls, and the actual living area comprising the Home may be significantly less than the area listed in Schedule A. A decrease in a Home’s area of five (5%) percent or less will not affect a Purchaser’s obligations unless such decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by five (5%) percent or less is not material. See Section V of the Offering Plan.

15. Purchasers should note that pursuant to the terms of the Offering Plan, as long as the Sponsor retains control of the Board of Managers, the Board of Managers retains the right to delay the commencement of the collection of Common Charges. 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 required by lenders. 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. Sponsor shall remain obligated to update the budget for the Condominium as provided for in the governing regulations. In the event Sponsor elects to delay collection of Condominium Common Charges, it will disclose such fact in the closing notice to Purchasers and will further disclose such fact in the Post-Closing Amendment to the Offering Plan. Such Amendment will also disclose the anticipated period of delay. Sponsor will notify all Homeowners in writing of the expiration of the delay period at least thirty (30) days prior to commencing collection of Common Charges and will disclose such fact in the following Amendment to the Offering Plan. See Section I of the Offering Plan.

16. The Purchase Agreement provides that in the event Purchaser fails to appear and Close Title in accordance with the Purchase Agreement or if Purchaser fails to observe or perform any other thing to be observed or performed by Purchaser under the Purchase Agreement, Sponsor has the right to send Purchaser a written notice of default giving Purchaser thirty (30) days from the date of such notice to cure any such default. Upon Purchaser's failure to cure such default within such thirty (30) day period, the Purchase Agreement shall, at Sponsor's option, be deemed cancelled and Sponsor shall have the right to retain as and for liquidated damages, all sums paid by Purchaser to Sponsor on account of the Purchase Price plus all additional sums paid by a Purchaser of a Home for all Extras which have been installed by Sponsor, not installed but paid for by Sponsor or which have not been installed but ordered by Sponsor and which Sponsor is obligated to pay.

TIME IS OF THE ESSENCE FOR PURCHASER TO CURE SUCH DEFAULT WITHIN SUCH THIRTY (30) DAY PERIOD.

17. Sponsor has the right to enter into an Interim Lease at any time with a Purchaser who simultaneously enters into a Purchase Agreement for a Home in the Condominium. In such an event, a Purchaser's uncured default under the Interim Lease may, in the Sponsor's sole discretion, be deemed a default under the Purchase Agreement that is executed simultaneously therewith by such Purchaser. Pursuant to the terms of the Purchase Agreement, the existence of an uncured default by Purchaser will give Sponsor the right, at Sponsor's option, to deem the Purchase Agreement canceled and to retain, as and for liquidated damages, all sums paid by Purchaser to Sponsor on account of the Purchase Price plus all additional sums paid and/or payable by Purchaser for all extras. Notwithstanding the foregoing, in the event the Plan is abandoned pursuant to its terms, Purchaser shall be entitled to the return of all monies paid towards Extras.

Except as per the terms of an Interim Lease executed simultaneously with a Purchase Agreement, no Purchaser shall take possession of a Home prior to Consummation of the Offering Plan, nor shall any Purchaser enter a Home or have the Homeowner's contractors or agents enter the Home to perform work prior to Closing without the written authorization of the Sponsor. Should the Purchaser violate this provision, Sponsor will have the right to remove Purchaser from the Home as a squatter and intruder by summary proceedings. Upon the Purchaser's unauthorized possession, the Purchaser shall be deemed in default of the Purchase Agreement and Sponsor may retain as liquidated damages the funds being held in escrow up to a maximum of ten (10%) percent of the Purchase price plus the cost of Extras paid for by Purchaser which Extras have been installed by Sponsor, or paid for but not installed by Sponsor, or which have been ordered but not installed by Sponsor and for which Sponsor is obligated to pay for such Extras, unless the Offering Plan has been abandoned. In the event the Offering Plan is abandoned the Purchaser shall be entitled to receive all funds paid to the Sponsor for such Extras. See Section X of the Offering Plan and Paragraph 13 of the Purchase Agreement.

18. Sponsor will not exercise veto power over expenses described in Schedule B, the projected budget for the first year of operation of the Condominium, or over expenses required:

(i) to comply with applicable laws or regulations;
(ii) to remedy any notice of violation;
(iii) to remedy any work order by an insure; or
(iv) necessary for the preservation or safety of the Condominium or for the safety of occupants of the Condominium or required to avoid the suspension of any necessary service to the Condominium.

See Section XVII of the Offering Plan.

19. Purchasers should note that the assessments for each proposed condominium Home are estimates. The actual assessed valuation will be established as of a taxable status date. Purchasers should further note that the tax rates are determined by the applicable taxing authorities on an annual basis and are subject to increase or decrease. As a result, the actual real estate taxes applicable to each Home may be higher or lower than estimated. As a result, no representation or warranty is made that the actual assessed valuation will be as projected in Schedule A, or that the projected tax rate will not change. In no event will Sponsor, Sponsor's Counsel, or any offerors hereunder be liable to any Purchaser under this Plan, nor will any Purchaser have the right to rescind the Purchaser's Purchase Agreement, in the event the actual taxes differ from those projected. The Offering Plan will be amended to disclose any material change in the assessed valuation of the Homes or the tax rates. See Section XX of the Offering Plan.

20. A Purchaser shall be required to pay certain costs and adjustments at Closing, including New York State Real Estate Transfer Taxes at the rate of $2.00 per $500 of consideration. Purchasers should note that the New York State Transfer Tax is by statute a Seller's obligation. Notwithstanding, by contract Sponsor is transferring this obligation to the Purchaser. Pursuant to Section 1404(a) of the Tax Law of the State of New York, as amended on July 1, 2021, where the New York State Real Estate Transfer Tax is paid by the Purchaser pursuant to contractual agreement, such tax will be excluded from the total calculation of consideration of the Purchase Price of a Home. See Section XV of the Offering Plan and the Purchase Agreements set forth as Schedule D in Part II of the Offering Plan.

21. Purchasers should note that as of the date of the Offering Plan the Village of Lynbrook does not issue temporary certificates of occupancy and before the Closing of Title to a Home a permanent Certificate of Occupancy will be issued for the Home or Building in which such Home is located. See Section XVI of the Offering Plan.

22. Purchasers should note that no bond or other security has been furnished to secure performance of the Sponsor obligations detailed in Section XVI of the Offering Plan.

23. Homeowners shall be responsible for all repairs, maintenance and any replacement and all costs associated therewith to any sump pump and drain appurtenant to or in a first floor Homeowner's Home or in the portion of the basement that is assigned to each Homeowner as a Limited Common Element. See Section I of the Offering Plan.

24. The Board of Managers of the Condominium will have and each Home will be subject to, an easement (a) to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace the General Common Elements and any Limited Common Elements that are the obligation of the Condominium located in, over, under, through or upon any Home, or any other Common Elements or elsewhere in the Condominium and (b) to maintain any encroachment on any Home or Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of the General Common Elements or any Limited Common Elements that are the obligation of the Condominium. See Section XIX of the Offering Plan.

25. As long as the Sponsor or its designee shall continue to own one (1) or more of the Homes in the Condominium, the Board of Managers may not, without the Sponsor's prior written consent, (i) make any addition, alteration or improvement to the Common Elements of each Condominium subject to the Declaration of Condominium, or (ii) assess any Common Charge for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund, (iii) charge any Special Assessment for a non-budgeted item unless required by law, municipal agency, emergency or for the health and safety of the Condominium and its residents, or (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the closing of the first Home, or (v) borrow money on behalf of the Condominium, or (vi) increase or decrease the services or maintenance requirements set forth in Schedule B of the Plan, or (vii) purchase any materials, equipment or other goods costing in excess of $1,000, or (viii) increase the Common Charges of the Condominium more than ten (10%) percent from the prior year's budget, unless required by law, emergency, municipal agency, the health and safety of its Members, or if documentation is provided to the Sponsor in the nature of a financial statement, bids from contractors, or verified increases in utility rates evidencing the need for an increase greater than ten (10%) percent; or (ix) utilize Condominium funds or assess the Sponsor in order to commence a lawsuit against the Sponsor or any of its principals. In addition, so long as there are any Unsold Homes in the Condominium, the Board of Managers shall not take any action that will interfere, impair or adversely affect the rights of the Sponsor to sell and construct any Homes.

The above provisions, (i) through (ix), provide that so long as the Sponsor owns even one Home in the entire Condominium, for however long it may choose to retain ownership of even one Home, significant financial decisions of the Board of Managers will be decided by the Sponsor. Examples of such decisions are, in part, the ability to borrow funds for a capital improvement which all Homeowners are in favor of, or the ability to enter into a contract with an attorney and fund legal fees if the Sponsor fails to comply with provisions in the Offering. See Sections XVII and XVIII of the Offering Plan.

26. The Purchase Agreement includes a provision that any failure by Sponsor to insist upon strict performance by Purchaser of any of Purchaser's obligations under the

Purchase Agreement shall not be deemed a waiver of such obligations, and Sponsor may at any time insist upon strict performance by Purchaser of any and all obligations to be performed by Purchaser under the Purchase Agreement irrespective of the number of times Purchaser failed to strictly comply with such obligations in the past. In addition, the provision of the Purchase Agreement requires that Purchaser waive all rights to trial by jury in any action, proceeding or counterclaim in any way arising out of or relating to the Purchase Agreement, provided such waiver is not prohibited by any laws of the State of New York. In addition, said provision provides that any action or proceeding brought by either party against the other, directly or indirectly, arising out of the Purchase Agreement, shall be instituted in a court in Nassau County and all motions in any such action shall be made in Nassau County. The provision further requires that the Purchaser pay any and all court fees, including reasonable attorney fees, should Purchaser bring an action against Sponsor in any court of proper jurisdiction (including, without limitation, small claims court) and be unsuccessful and further provides that Purchaser waive its right to file a Lis Pendens if not filed within sixty (60) days of the cancellation of this Purchase Agreement. See Section XI of the Offering Plan and Paragraph 35 of the Purchase Agreement in Schedule D of Part II of the Offering Plan.

27. Purchasers should note that pursuant to the Federal Tax Cuts and Jobs Act of 2017 (the "Act"), which went into effect on January 1, 2018, the maximum amount of a mortgage for which an individual can deduct interest is $750,000. In addition, the Act placed a maximum of $10,000 on the amount an individual can deduct for the combined amount of real estate taxes and State income taxes. Purchasers are advised to seek the advice of their tax consultant to ascertain the income tax ramifications to the Purchaser pursuant to the Tax Cuts and Jobs Act of 2017. See Section XX of the Offering Plan.

28. The Condominium Property includes forty (40) parking spaces located throughout the Condominium. Each Home will be assigned one (1) parking space as a Limited Common Element for the Homeowner's exclusive use. The remaining parking spaces, including two (2) handicapped parking spaces, will be General Common Elements to be used on a first-come, first served basis for Homeowners and their guests, other than the handicapped spaces. The handicapped parking spaces may only be utilized by Homeowners and guests whose vehicles have a handicapped sticker.

29. Purchasers should note that the basement space is non-habitable, unfinished and for accessory use only. The basement space is not for living, sleeping, and/or cooking purposes, and may not be rented independently. See the Description of Property Report in Schedule G of the Offering Plan.

30. Purchasers should note that the attic space does not have a sprinkler system and therefore may not be used for any purpose, not even storage. See the Description of Property Report in Schedule G of the Offering Plan.

PARSONS CORNERS AT LYNBROOK CONDOMINIUM
PLAN OF CONDOMINIUM OWNERSHIP

I. INTRODUCTION

This is an Offering Plan (the "Plan") for the sale of sixteen (16) Condominium Homes (the "Homes") in a Condominium to be known as Parsons Corners at Lynbrook Condominium located at 161 Union Avenue in Lynbrook, Nassau County, New York. The purpose of the Plan is to set forth all the material terms of the offer for the benefit of prospective Purchasers. The Purchase Agreement for a Home is included in Part II of the Offering Plan as Schedule D.

The Plan may be amended at any time and from time to time provided that the amendment is duly filed with the Department of Law of the State of New York and is served on Purchasers and Homeowners.

A Declaration of Condominium submitting the property to Article 9-B of the Real Property Law of the State of New York (hereinafter referred to as the "Condominium Act") and By-Laws will be recorded prior to conveyance of title to the first Home by the Sponsor. The property will be subject to, and the Condominium will comply with the Condominium Act. The Declaration of Condominium and By-Laws will be substantially similar to those set forth in this Offering Plan and will not be changed so as to adversely affect the Purchaser. This Offering Plan and the accompanying documentation should be carefully studied by prospective Purchasers and their attorneys prior to the purchase of a Home.

The Sponsor of the Plan is 161 Union LLC, a New York limited liability company with an address at 363 Perkins Avenue, Oceanside, NY 11572. The Sponsor is the owner of the property upon which the Condominium is to be developed, having acquired title on December 20, 2022.

Sponsor has obtained a construction loan from CoreVest American Finance Lender, LLC, 4 Park Plaza, Suite 900, Irvine, CA 92614 ("Lender") which will enable Sponsor to construct the Development. The construction loan does not have any restrictions on the sales, marketing or renting of Homes except as described below. The construction loan does not provide for any minimum number or percentage of Homes that must be under contract before the Offering Plan can be declared effective. The construction loan does not have any limitations or requirements that have been imposed by the Lender that require when the Sponsor may rent rather than sell under specified market conditions except that the Sponsor cannot enter into any leases without the prior written consent of the Lender. The construction loan further provides that each Home will be released from the lien of the construction loan at each Closing upon the payment to the Lender of a release price.

Although Sponsor will endeavor in good faith to market and sell the Homes in the Condominium, Sponsor will retain the unconditional right to rent rather than sell the Homes after Consummation of the Offering Plan. Purchasers should refer to Special Risk

No. 17 and Section X of the Offering Plan as to Sponsor's right to enter into an Interim Lease with a Purchaser who simultaneously enters into a Purchase Agreement prior to the Consummation of the Offering Plan. As a result, this Plan may then result in the creation of a condominium in which a majority of the Homes are not owned by owner-occupants or investors unrelated to the Sponsor. As a result, Purchasers for their own occupancy may never gain control of the Board of Managers under the terms of the Offering Plan. Due to the fact Sponsor is not limiting the conditions under which it will rent rather than sell Homes, under such circumstances, there is no commitment to sell more Homes than the fifteen (15%) percent (15% x 16 Homes = 3 Homes) necessary to declare the plan effective and owner-occupants may never gain effective control and management of the Condominium, in such an event. Owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed as a result of their different reasons for purchasing, i.e., purchasing as a Home to live in as opposed to purchasing as an investment.

In the event Sponsor makes a bulk sale of all or some of its unsold Homes, the transferee successor Sponsor will be bound by Sponsor's representations regarding its commitment to sell Homes. A bulk sale consists of the transfer of ten (10) or more Homes or twenty (20%) percent of the Homes in the Condominium, whichever is less.

The Sponsor with this Offering Plan is offering for sale the sixteen (16) Condominium Residential Homes (the "Homes"). There are a number of model types of Homes, and a Purchaser should see Schedule G for a detailed description of the models and Schedule G-3 for copies of the different floor plans of each model type. Sponsor further reserves the right to change the model mix of the Homes without consent of any Homeowner as long as the percentage of Common Interest for the Homes is not affected, there is no Purchase Agreement in effect for said Home, the Sponsor does not change the total number of Homes being offered for sale and does not change the total number of Buildings in the Condominium. Purchasers should refer to Schedule A as to the price and monthly costs associated with each Model. The land and all improvements to be erected thereon are hereinafter referred to as the "Condominium."

The Condominium Property includes forty (40) parking spaces located throughout the Condominium. Each Home will be assigned one (1) parking space as a Limited Common Element for the Homeowner's exclusive use. The remaining parking spaces, including two (2) handicapped parking spaces, will be General Common Elements to be used on a first-come, first served basis for Homeowners and their guests, other than the handicapped spaces. The handicapped parking spaces may only be utilized by Homeowners and guests whose vehicles have a handicapped sticker.

The Condominium shall be responsible for maintenance, repair and replacement (as necessary) of all General Common Elements and any Limited Common Elements the Condominium is responsible to repair and maintain as provided for in the Declaration of Condominium.

As in the ownership of a private one (1) family home, the Purchaser of a Home in a Condominium (the "Homeowner") owns the Homeowner's Home in fee simple absolute and is entitled to exclusive possession of the Homeowner's Home. Each Purchaser will also own an undivided interest in and right to use the General and an exclusive right to use the Limited Common Elements that pertain to the Home. All Homeowners will own in common all exterior walls, roofs and all of the land and improvements located outside of the Homes.

All portions of the Condominium, excluding the Homes, are Common Elements of the Condominium. The Common Elements of the Condominium are described as follows:

A. General Common Elements - General Common Elements are Common Elements shared by all Homeowners and include all portions of the Condominium except for the individual Homes and the Limited Common Elements. The General Common Elements include without limitation the following:

1. The land on which each Building is erected and all other land and improvements therein within the boundaries of the Condominium Property;

2. All foundations, columns, girders, beams and supports;

3. All portions of the roof, including gutters and leaders, roof drains, parapets, copings, railings, bulkheads, ladders for the bulkhead, flashing that are not restricted in use to a specific Residential Unit or Residential Units and is intended for the common use and service of the Condominium and its residents;

4. Those portions of the exterior walls, excluding windows, beyond the outside face of the interior sheetrock; those portions of the walls and partitions dividing Homes located between the unexposed faces of the sheetrock walls enclosing the Homes; those portions of the ceilings of the highest floor above the upper face of the sheetrock, the enclosing walls, floors and ceilings, other than the coverings, floorings and other finishes thereon, which would be part of the private ownership of the Homes;

5. All porticos located above an entrance to a Home;

6. All utility or other pipes, ducts, wires, chutes, cables, conduits and materials and all other mechanical equipment spaces servicing two (2) or more Homes;

7. All tanks, pumps, motors, fans, compressors, and control equipment servicing two (2) or more Homes;

8. All roadways, sidewalks and curbing;

9. All exterior parking spaces that are not assigned to a Home as a Limited Common Element;

10. All common site lighting;

11. Site drainage, storm water collection, sewage pipes and water distribution systems within the Condominium Property;

12. Common utilities that are not owned by the respective utility company;

13. Any refuse dumpsters within the Condominium Property;

14. Any perimeter fence within the Condominium Property;

15. Any retaining walls;

16. All improved and unimproved areas of the Condominium located outside the boundaries of the Homes, including sidewalks, curbing, parking areas, roadways, fences, refuse documents, retaining walls and landscaped areas intended for the common use and service of the Condominium and its residents;

17. Any irrigation system within the Condominium Property;

18. All signage for the Condominium within the Condominium Property;

19. All access corridors and stairways in, through and to cellar;

20. All central and appurtenant installations in the Common Elements for services such as power, light, telephone, television, electric, gas, hot and cold water and heat (including all pipes, ducts, wires, chutes, cables, and conduits used in connection therewith located in the Common Elements) and all other mechanical equipment spaces that service two (2) or more Homes; and

21. All other parts of the Condominium and all apparatus and installations existing in a Building or on the Condominium for common use or necessary or convenient to the existence, maintenance, or safety of the Condominium.

B. Limited Common Elements. Certain portions of the Common Elements are irrevocably restricted in use to specified Homeowners, subject to the right of the Board of Managers of the Condominium to enter upon any restricted area for maintenance,

repair or improvement of a Home or Common Element and subject to the Rules and Regulations of the Board of Managers (see By-Laws, Article VIII). Said Irrevocably Restricted Common Elements are also referred to as a Limited Common Element. Any portion of the Common Elements which is not restricted in use may be used by any Homeowner and is a General Common Element. The following are detailed descriptions of the Limited Common Elements:

1. Any land directly beneath a Home;

2. Any heating, cooling or other mechanical system servicing an individual Home that is located outside the Home;

3. All apparatus, installations, systems equipment, and facilities in the Common Elements (including pipes, wire, ducts, vents, cables, conduits and lines) which will serve or benefit a Home exclusively;

4. Any sump pump and drain appurtenant to or located in a first floor of the Home or basement that is a Limited Common Element of a Home, shall be a Limited Common Element for the exclusive use of the Homeowner of the applicable Home;

5. Any portion of a hot water flue exclusively servicing an individual Home that is located in the Common Elements shall be a Limited Common Element of said Home;

6. Any portion of a dryer vent exclusively servicing an individual Home that is located in the Common Elements shall be a Limited Common Element of said Home;

7. The one (1) parking space assigned to a Homeowner for the Homeowner's exclusive use;

8. The portion of the basement designated for the exclusive use of a Home; and

9. Any rear patio appurtenant to a specific Home shall be limited in use to the Homeowner who has direct access to such rear patio and/or balcony.

A Homeowner is required to pay monthly Common Charges assessed by the Board of Managers for the operation and maintenance of the Condominium pursuant to Sections 339(i) and (m) of the New York Condominium Act. Monthly Common Charges may commence with the Closing of Title to the first Home which is expected to occur on or about November 1, 2025, subject to circumstances beyond Sponsor's control. However, Purchasers should refer to Section XIX of the Offering Plan as to the right of the First Board of Managers to commence the collection of Common Charges at a

subsequent date. Until title to a Home has passed to a Purchaser the Sponsor will pay such Common Charges and Special Assessments as are assessed by the Board of Managers on Homes, built or unbuilt, to which title has not passed. Once title has passed to a Purchaser, the Purchaser will be responsible for all costs, including all Common Charges associated with the Home. See Article VI of the By-Laws contained in Part II of the Plan.

The estimated date of the Closing of Title to the first Home is November 1, 2025. Purchasers will be offered a right of rescission if: (i) the actual date of Closing of Title to the first Home; or (ii) the projected date of Closing of Title to the first Home occurs later than October 31, 2026, twelve (12) months after the projected date for the first Closing contained in this Offering Plan. 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 Home Closing occurs before November 1, 2025 (or such other date projected as the date of commencement of the operation at the time the Purchase Agreement was entered into) or within the twelve (12) month period thereafter, the Sponsor may schedule the Closings of Title to other Homes significantly later than such date. Some Purchase Agreements may not include an outside Closing Date and unless a Purchaser's Purchase Agreement contains an outside Closing Date, the Sponsor is not obligated to schedule a Closing within any specified time frame or to ensure that Closing of Title to the Home will occur by any date certain. Purchasers should note that even if the first Closing occurs on or before November 1, 2025 (or such other date projected as the date of commencement of the operation at the time the Purchase Agreement was entered into) or within the twelve (12) month period thereafter, the Closing of subsequent Homes may be substantially delayed beyond such dates if a Certificate of Occupancy has not been issued for such Homes. In such case, provided that Sponsor is diligently pursuing completion of construction and the issuance of a Certificate of Occupancy and is otherwise in compliance with its obligations under the Plan, Purchasers will not be entitled to a right or rescission or to make claims against the Sponsor for damages or losses as a result of such delays and will not be excused from paying the full Purchase Price for the Home. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A HOME. In the event, however, Sponsor cannot convey title to the Home on or before twelve (12) months from the estimated date of conveyance contained in the Purchase Agreement, affected Purchasers will be afforded the right of rescission.

A Homeowner, upon acquiring title to the Home, will be obligated to comply with the Declaration of Condominium, Condominium By-Laws and Rules and Regulations and any other requirements of the Board of Managers of the Condominium.

Homes can be sold by a Homeowner, provided that the Homeowner is not in arrears on the payment of Condominium Common Charges (except where the payment of such unpaid Common Charges are paid by the Purchaser or provided for out of the proceeds of the sale), subject to restrictions contained in the mortgage, if any, covering the sales, income and occupancy requirements applicable to the s. A Homeowner of a

Home is free to make a gift of the Home during the Homeowner's lifetime or to devise the Home by will, or to have it pass by intestacy without any restriction. No Home can be sold without a simultaneous sale of the undivided interest in the Common Elements.

Each Homeowner of a Home can sell their Home to whomever they desire.

Notwithstanding the above, the Sponsor does not wish to sell the Homes to Purchasers who intend to purchase the Home as a short-term resale investment. As such the Purchase Agreement provides that if a Home is sold within eighteen (18) months from the Closing of Title to the Home, the Purchaser shall upon the sale of the Home pay Sponsor, at or before the resale Closing of the Home, an amount equal to ten (10%) percent of any profits of the Gross Sales Price of the resold Home defined as the total price of the resold Home without deductions for Closing or other transaction costs, less the original purchase price. Notwithstanding, the amount to be paid to the Sponsor upon such sale shall not be greater than the net proceeds of the sale of the Home, which would be the Gross Sales Price, less amounts owed on a mortgage and all Closing Costs. This provision only applies to the initial Purchaser of a Home from Sponsor and not to subsequent re-sales and does not apply if the Homeowner or spouse dies within the eighteen (18) month period or if all the Homes have been titled by Sponsor before the eighteen (18) month period. In addition, it does not apply to any mortgagee who forecloses or accepts a deed in lieu of foreclosure for a default under a first mortgage.

The Purchase Agreement of a Home is not conditioned upon such Purchaser securing satisfactory mortgage financing. Obtaining a mortgage shall be the sole responsibility of each Purchaser of a Home. In no event will the Sponsor be obligated to return a Purchaser's Deposit in the event a Purchaser is unable to obtain a mortgage. In addition, the Purchase Agreement of a Home will remain in full force and effect and the Purchaser of a Home will be obligated to pay the balance of the purchase price at Closing regardless of the availability of financing. In the event a Purchaser of a Home does not Close Title to the Home as a result of their inability to obtain a mortgage, the Deposit plus the cost of any Extras as provided for in Special Risk No. 8, will be retained by Sponsor as liquidated damages.

A Homeowner of a Home may mortgage the Homeowner's Home at any time after acquiring title to such Home in whatever amount and under whatever terms such Homeowner can obtain. Any Homeowner may, however, upon the resale of their Home, grant a purchase money mortgage to the Purchaser of such Home.

A Homeowner may mortgage a Home only if all arrears for Common Charges, if any, are provided for at the closing of the mortgage.

Primary responsibility for operating the Condominium rests with the Board of Managers who are elected by the Homeowners. See Article III of the By-Laws contained in Part II of the Plan. For information concerning Sponsor's initial control of the Board of Managers, see Section XVII of the Offering Plan.

Each Homeowner is solely responsible for all maintenance and repair to the interior of their Homes,

Each Homeowner, upon obtaining title, will automatically have one (1) vote at all Condominium meetings of the Homeowners for each Home owned by the Homeowner.

Each Home will be taxed separately for real estate tax purposes and may be separately mortgaged. Therefore, no Homeowner is liable for the payment of real estate taxes or mortgage payments on any other Home.

In the opinion of Counsel, a Homeowner is presently entitled to deductions for income tax purposes for the Homeowner's payments for real estate taxes on the Homeowner's Home to the maximum amount currently permitted by law. In addition, provided the Home will be the Homeowner's principal residence, the Homeowner may also deduct on the Homeowner's income tax returns the interest on the mortgage procured to finance the purchase of the Homeowner's Home to the maximum amount currently permitted by law. See Section XXII of the Offering Plan.

Fire and liability insurance covering the Common Elements are included with other items as part of Common Charges of the Condominium. Fire and liability insurance for the Purchaser's personal effects and the interior of the Home should be carried by the individual Purchaser. Common Charges are levied in proportion to the interest in the "Common Elements" appurtenant to each Home. For possible increases in Common Charges upon default in payment by a Homeowner see Section XIX of the Offering Plan. Each Homeowner is responsible for the cost of their own interior repairs and decoration in their Home after Closing.

The price of the Homes will include the appliances as described in the Description of Property Report contained in Part II of the Offering Plan. The Sponsor reserves the right to substitute the described appliances in the Description of Property Report with appliances that are Equal or Better Quality. The Sponsor also reserves the right to offer Purchasers of a Home upgraded appliances or fixtures at additional cost. Installation and the cost of any Extras, upgraded appliances, upgraded fixtures or appliances or fixtures not provided by the Sponsor will be the sole responsibility of each Homeowner.

The prices for the Homes are set forth in Schedule A. THESE PRICES HAVE BEEN SET BY THE SPONSOR ALONE AND ARE NOT SUBJECT TO REVIEW OR APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENTAL AGENCY.

This Offering Plan contains all the material terms of this transaction as it relates to the Condominium. Parts I and II along with Parts A, B, C and D of the Exhibits submitted along with the Offering Plan together constitute the entire Offering Plan. Copies of the Plan and Parts A, B, C and D of the Exhibits will be available for inspection by prospective Purchasers and their attorneys without charge and for copying at a reasonable charge at the Condominium site whenever the onsite sales office is open and at the office of the

Sponsor or Selling Agent, as well as the Department of Law, 28 Liberty Street, 21st Floor, New York, New York 10005.

There are no restrictions on who may purchase or occupy a Home in the Condominium.

THE PURCHASE OF A RESIDENTIAL UNIT IN A CONDOMINIUM HAS MANY SIGNIFICANT LEGAL AND FINANCIAL CONSEQUENCES AND MAY BE ONE OF THE MOST IMPORTANT FINANCIAL TRANSACTIONS OF A PURCHASER. MOST PURCHASERS OBTAIN THEIR OWN ATTORNEY TO ASSIST THEM WITH THE MAKING OF THIS TYPE OF LARGE INVESTMENT. THE ATTORNEY GENERAL STRONGLY URGES YOU TO READ THIS OFFERING PLAN CAREFULLY AND TO CONSULT WITH AN INDEPENDENT ATTORNEY BEFORE SIGNING AN AGREEMENT TO PURCHASE A RESIDENTIAL UNIT IN A CONDOMINIUM.

II. DEFINITIONS

The following words as hereinafter referred to shall be defined as follows:

1. "Amendment" – An amendment to the Offering Plan disclosing changes and updates to the Offering Plan.

2. "Annual Meeting" – The meeting of the Homeowners of the Condominium held on a yearly basis or such other convenient date as the Board of Managers may designate subsequent to the First Annual Meeting.

3. "Board of Managers" – The governing body of the Condominium responsible for its affairs.

4. "Building" – A structure containing two (2) or more Homes.

5. "By-Laws" – The documents governing the operation, use, and occupancy of the Condominium.

6. "Certificate of Occupancy" – A document issued by the Town's Building Department which permits a Home to be occupied.

7. "Closing," "Close Title," or "Closing of Title" – The consummation of the sale of the Home transferring title via a deed from the Sponsor to the Purchaser.

8. "Common Charges" -- Each Home's proportionate share of the Common Expenses of the Condominium.

9. "Common Elements" – All portions of the Condominium, other than the Homes. Common Elements are divided into General Common Elements which are Common Elements shared by all Homeowners and Limited Common Elements which are Common Elements that are irrevocably restricted for the exclusive use of an individual Homeowner.

10. "Common Expense" – (a) Expenses of operation of the Condominium, and (b) All sums designated common expenses by or pursuant to the provisions of the Condominium Act, the Declaration of Condominium or the By-Laws.

11. "Common Interest" – The proportionate, undivided interest each Homeowner has in the Common Elements.

12. "Condominium" – Parsons Corners at Lynbrook Condominium which contains the sixteen (16) Homes and the Common Elements in the Condominium.

13. "Condominium Act" – Article 9-B of the Real Property Law of the State of New York.

14. “Condominium Property” – All of the land and improvements contained within the property described in Exhibit A to the Declaration of Condominium.

15. “Consummation of the Offering Plan” – The filing of the Declaration of Condominium and the first transfer of title to a condominium unit to at least one purchaser under the Offering Plan following a Declaration of Effectiveness by the Sponsor and the acceptance for filing of an amendment to the Offering Plan by the Department of Law confirming or declaring the Offering Plan effective.

16. “Declaration of Condominium” – The instrument by which the property is submitted to the provisions of the Condominium Act, and such instrument as from time to time may be amended, consistent with the provisions of the Condominium Act and of the By-Laws.

17. “Department of Law” – The New York State agency responsible for the review and enforcement of offering plans for the offer and sale to the general public of condominiums, cooperatives and homeowner associations. Also referred to as the New York State Attorney General’s Office.

18. “Deposit” – The amount deposited by a Purchaser towards the Purchase Price of a Home upon execution of the Purchase Agreement.

19. “Description of Property Report” – The report contained as Schedule G in Part II of the Offering Plan.

20. “Equal or Better Quality” – Comparable or better quality as recognized by industry standards for performance, efficiency, longevity, and classifications, as applicable.

21. “Escrow Account” – The attorney’s account where a Purchaser’s initial deposit will be held as provided for in Section XI of the Offering Plan.

22. “Escrow Agent” – The attorney or law firm overseeing the Escrow Account as provided for in Section XI of the Offering Plan.

23. “Extras” – All funds received by Sponsor from Purchaser of a Home for upgrades, options, extras, special work or custom work that are not included in the base price of a Home.

24. “Federal Tax Cuts and Jobs Act” or “Tax Act” – The act passed by the federal government in 2017 that went into effect in January of 2018 revising

the deductions available to a homeowner for real estate taxes and interest on a mortgage.

25. “First Annual Meeting” – The date of the first annual meeting of the Homeowners.

26. “First Board of Managers” – The initial Board Members of the Board of Managers appointed by the Sponsor.

27. “Force Majeure” – Unavoidable delays due to acts of God, weather, fire, floor, explosion, war, riot, sabotage, epidemics, pandemics, quarantine, acts of terrorism, freight embargos, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, governmental restrictions, preemptions or approvals, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the control of Sponsor.

28. “Grantee” – The person to whom an interest in real property is conveyed.

29. “Grantor” – The person conveying an interest in real property.

30. “Gross Sales Price” – The total resale price of a Home without deductions for Closing or other transaction costs less the original purchase price of the Home.

31. “Home” or “Homes” – As used herein is equivalent to the term “Unit” or “Units” as used in Article 9-B of the Real Property Law and includes all of the Homes in the Condominium for residential use.

32. “Homeowner” – The Owner of one (1) or more Homes in the Condominium.

33. “Institutional Mortgage” – A first mortgage granted by a bank, savings and loan association, life insurance company, pension fund, trust company or other institutional lender or a mortgage granted by a Sponsor, its successor, designee or assignee to a Purchaser of a Home or in which the Sponsor, its successor, designee or assignee participates with one of the above.

34. “Interim Lease” - An interim lease entered into with a Purchaser who simultaneously enters into a Purchase Agreement for a Home in the Condominium.

35. “Irrevocably Restricted Common Elements” or “Limited Common Elements” – The portions of the Common Elements that are irrevocably restricted in use to specified Homeowners.

36. “Lender” – CoreVest American Finance Lenter, LLC, the lender providing the construction loan for the Building.

37. “Limited Warranty” – The limited warranty for the home provided in the Purchase Agreement.

38. “Loan” – The loan from the Lender.

39. “Mansion Tax” – The tax paid by a Purchaser at the closing of title pursuant to Sections 1402-a and 1402-b of the Tax Law of the State of New York when the consideration paid for the Unit is $1,000,000 or more.

40. “Martin Act” – Article 23-A of the General Business Law.

41. “Member” – One (1) of the individual representatives of the Board of Managers of the Condominium.

42. “Notice for Closing” – The written notice of the date of the closing of title to a Residential Unit provided to a Purchaser.

43. “Officer” – One (1) of the officers of the Condominium elected or designated by the Board of Managers.

44. “Offering Plan” – The offering plan submitted and accepted for filing by the New York State Department of Law for the offer and sale of Homes in this Condominium.

45. “Power of Attorney” – The form contained as Schedule E of the Offering Plan that each Purchaser is required to execute at the Closing of Title to their Residential Unit that gives a power of attorney to the Board of Managers and/or the Sponsor to act on behalf of the Purchaser.

46. “Purchase Agreement” – The Agreement between a Purchaser and the Sponsor for the purchase of a Home in the Condominium which is further delineated as a Purchase Agreement for a Home and a Purchase Agreement.

47. “Purchaser” – The person(s) who have entered into a Purchase Agreement to acquire a Home in the Condominium.

48. “Reserve Account” – The account of the Condominium to deposit and hold Reserve Funds for capital improvements of the Condominium.

49. “Reserve Funds” – The funds to be held by the Condominium for capital improvements for the Condominium.

50. “Rules and Regulations” – The Rules and Regulations of the Condominium contained in Article VIII of the Condominium By-Laws as the same may be amended, altered, waived or added to by the Board of Managers.

51. “Special Assessment” – A Common Expense of the Condominium that is not included in the monthly Common Charges applicable to a Home.

52. “Sponsor” and/or “Declarant” – 161 Union LLC, a New York limited liability company, with an address at 363 Perkins Avenue, Oceanside, NY 11572, and its successors, assigns and/or designees.

53. “Sponsor Control Period” – The period of time the Sponsor has the right to retain control of the Members of the Board of Managers of the Condominium.

54. “Sponsor’s Counsel or Attorney” – Certilman Balin Adler & Hyman LLP, 90 Merrick Avenue, East Meadow, New York 11554, the law firm who represents the Sponsor for the preparation of the Offering Plan.

55. “Sponsor’s Closing Attorney” – Certilman Balin Adler & Hyman, 90 Merrick Avenue, East Meadow, New York 11554**.** Said firm shall also be the Escrow Agent for the holding of Deposits.

56. “Unsold or Untitled Home” – Any Home in which title is retained by the Sponsor and any successors, assigns or designees until such time as the same has been sold and title conveyed to a third party. It shall not include a Home which is used for personal occupancy of the Sponsor, any of its principal or any of its successors or assigns or designees.

57. “Village”- The Village of Lynbrook.

58. “Working Capital”- The funds paid by each Purchaser at Closing to the Condominium to be used towards expenses of the Condominium and to reimburse Sponsor for prepaid expenses of the Condominium as described in Section XXIV of the Offering Plan.

59. “Working Capital Fee” – The fee paid to fund the Working Capital Fund.

60. “Working Capital Fund” – The fund created for the Working Capital monies to be deposited.

III. DESCRIPTION OF PROPERTY AND IMPROVEMENTS

Location and Acreage

The Condominium is situated in the Village of Lynbrook, Nassau County, New York on the northwest corner of Union Avenue and Scranton Avenue, both public roads. The main entrance to the Condominium is off of Scranton Avenue. The Condominium consists of approximately .69 acres.

Neither Sponsor nor any of its Principals have an option or right to acquire any of the adjoining areas. Any change regarding this information that occurs while sales are continuing will be disclosed in an amendment to the Offering Plan within thirty (30) days after the information becomes known to the Sponsor.

Sponsor anticipates closing the first Home in the Condominium on or about November 1, 2025, subject to unforeseen circumstances beyond Sponsor's control such as weather conditions, labor strikes, material shortages, Force Majeure acts of God and anticipated rate of sales.

Topographical Features

The site consists of generally level land with moderate changes in elevations.

Parking Facilities

The Condominium Property includes forty (40) parking spaces located throughout the Condominium. Each Home will be assigned one (1) parking space as a Limited Common Element for the Homeowner's exclusive use. The remaining parking spaces, including two (2) handicapped parking spaces, will be General Common Elements to be used on a first-come, first served basis for Homeowners and their guests, other than the handicapped spaces. The handicapped parking spaces may only be utilized by Homeowners and guests whose vehicles have a handicapped sticker.

All repairs, maintenance and replacement (as necessary) of all roadways and all parking spaces within the Condominium will be the responsibility of the Condominium.

Improvements General Description

The Condominium, as fully developed, will consist of sixteen (16) Homes located in two (2) buildings as set forth in the Site Plan attached hereto in Part II of the Plan. The layouts and variations of the Homes and a full description of the rooms for each model type are set forth in the Description of Property Report in Part II of the Plan.

The Building Plans are available for inspection at the Sponsor's office.

The Homes, the Buildings containing them and all other improvements will comply with all applicable rules, regulations, laws and other requirements of all governmental authorities having jurisdiction thereof including those governing zoning and construction and the Sponsor and all other persons engaged by the Sponsor in connection with this Plan have complied and will comply with all applicable laws, rules, regulations and other governmental requirements pertaining thereto including but not limited to the Building Code of the Village of Lynbrook. Before the Closing of Title to a Home a permanent Certificate of Occupancy will be issued for the Home or Building in which such Home is located. At the time of Closing of Title to the first Home, the exterior construction of all Homes in that Building will have been substantially completed. Landscaping will be completed prior to the time of Closing of Title to such Home or by the end of the following summer.

The price of a Home will include the appliances as described in the Description of Property Report contained in Part II of the Offering Plan. The Sponsor reserves the right to substitute the described appliances with appliances that are Equal or Better Quality. The Sponsor also reserves the right to offer Purchaser's upgraded appliances or fixtures at additional cost. Installation and the cost of any Extras, upgraded appliances, upgraded fixtures or appliances or fixtures not provided by the Sponsor will be the sole responsibility of each Homeowner.

Construction Data for Homes and Common Elements

The Homes and Common Elements will be constructed substantially in the manner set forth in the Building Plans filed with the Village of Lynbrook, which Plans will not be changed so as to adversely affect the Homeowners. Construction of the Homes is expected to commence shortly, and it is anticipated that the initial Homes in the Condominium will be completed, and Closing of Title will commence on or about November 1, 2025, barring weather conditions, any strikes, material shortages, acts of God, Force Majeure or other unforeseen delays beyond the control of the Sponsor. Sponsor anticipates completion of the construction of Condominium to take approximately one (1) to two (2) years barring any unforeseen circumstances such as weather conditions, possible strikes, material shortages, acts of God, Force Majeure or other unforeseen delays beyond the control of the Sponsor.

A decrease in a Home's area of five (5%) percent or less will not affect a Purchaser's obligation unless such decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by five (5%) percent or less is not material.

Sponsor will retain an easement to complete any common improvements subsequent to Closing Title in each Condominium regime subject to the Declaration of Covenants and Restrictions.

Landscaping

Landscaping for the Condominium will be in accordance with the Village of Lynbrook approved landscape plan. The Condominium will be responsible for the maintenance, repair and replacement of all landscaping, any sidewalks and any fencing.

Roadways/Parking

Roads will be constructed as described in the Description of Property Report contained in Schedule G in Part II of the Offering Plan. The roads within the Condominium are private roads and are not expected to be dedicated to the Village, Town or any other municipality. The parking lot contains a total of forty (40) parking spaces with two (2) being ADA compliant as per code. The access driveways, internal drives and parking areas will be privately owned and maintained by the Condominium. The private roads provide access through the Condominium to the public roads that abut the Condominium. Each Home will be assigned one designated parking space as a Limited Common Element for the Homeowner's exclusive use in the parking lot. The remaining spaces will be open to all residents and visitors on a first come first served basis except for the ADA compliant parking space. No vehicle shall be parked in a marked ADA compliant parking space unless proper up to date handicapped parking permits are displayed in or on the vehicle.

Recreational Facilities

The Condominium does not have any active or passive recreational facilities.

Sanitary Sewer

The Condominium will be located within the Nassau County Sewer District. The sanitary sewer servicing the Condominium is to remain private and all maintenance and repairs are the sole responsibility of the Condominium. Each Home shall have an individual house sewer connection to the on-site sewer collection system, which connects to the public sewer in Scranton Avenue.

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IV. LOCATION AND AREA INFORMATION

Location

The Condominium is situated in the Village of Lynbrook, Nassau County, New York on the northwest corner of Union Avenue and Scranton Avenue. The main entrance to the Condominium is off of Scranton Avenue. The Condominium consists of approximately .69 acres.

Neither Sponsor nor any of its Principals have an option or right to acquire any of the adjoining areas. Any change regarding this information that occurs while sales are continuing will be disclosed in an amendment to the Offering Plan within a reasonable period of time after the information becomes known to the Sponsor.

Municipal Services (All distances are approximate)

The Condominium will be serviced by the following municipal services:

Police:

The Lynbrook Police Department, which is located approximately .9 miles from the Condominium.

Fire:

Lynbrook Engine Co. 1, which is located approximately .5 miles from the Condominium.

Water:

Water will be supplied to the site by Liberty NY Water.

Electric & Gas

Electric service for the Condominium will be provided by PSE&G Long Island. Each Home will be separately metered, and all costs associated with electric services to the Home will be the sole responsibility of each Homeowner. All common electricity will be part of the Common Expenses of the Condominium payable through the Common Charges.

Gas service for the Condominium will be provided by National Grid. Each Home will be separately metered, and all costs associated with gas service to the Home will be the sole responsibility of each Homeowner. There will be no common gas.

Telephone/Television/Internet

Verizon or Optimum will provide telephone land service, television, and internet. Each Home will be separately billed for such services, and the connection to and cost of telephone, television, and internet service to each Home will be the sole responsibility of each individual Homeowner.

Public Transportation/Airport

Public transportation through the LIRR and air transportation through several major airlines is available to Homeowners in the Condominium as follows:

LIRR Station:

The Lynbrook train station of the Long Island Railroad is located approximately .9 miles from the Condominium and N31 bus northbound (corner of Broadway and Olive Place, Lynbrook, New York), southbound (corner of Broadway and Oakland Avenue, Lynbrook, New York).

Airport:

John F. Kennedy International Airport is located approximately 6.6 miles from the Condominium.

Refuse Removal:

Refuse removal will be provided by Lynbrook Public Works Dept., 548 Merrick Road, Lynbrook, New York, approximately 1.1 miles from the Condominium.

Medical, Educational and Religious Facilities

South Nassau Hospital in Oceanside, New York is located approximately 2.9 miles from the Condominium. Mercy Hospital in Rockville Centre, New York is located approximately 4.5 miles from the Condominium.

Marion St. Elementary School is located approximately .4 miles from the Condominium. Lynbrook South Middle School is located approximately .4 miles from the Condominium, Lynbrook High School is located approximately .6 miles from the Condominium. Sponsor makes no guarantee or representation as to the schools any children within the Condominium will attend or if school bus service is provided.

There are houses of worship of most faiths in the vicinity of the Condominium.

Area Recreational Facilities

Parks

Greis Park, 55 Wilbur Street, Lynbrook, New York is located approximately 1.4 miles from the Condominium; Grant Park, 1625 Broadway, Hewlett, New York is located approximately 1 mile from the Condominium; and Bay Park, 1 First Avenue, East Rockaway, New York is located approximately 1.5 miles from the Condominium.

Shopping

There are numerous shops, restaurants, and markets located within 1 mile of the Condominium.

Surrounding Area

The Condominium is situated in the Village of Lynbrook, Nassau County, New York. It is bordered by residential and commercial establishments. The main entrance to the Condominium is off of Scranton Avenue, a public road. The Condominium consists of approximately .69 acres.

No representation is made as to the ultimate use or zoning of any parcel surrounding the Condominium. Neither the Sponsor nor its Principals own in whole or in part or have an option or right to acquire any of the adjoining areas of the property being developed for construction of the Condominium.

Prior Use

The property that the Condominium is being constructed on was previously a restaurant. Demolition of the restaurant was completed in October of 2024. In addition, as part of the acquisition and financing for the property, environmental testing was conducted on the site and all testing came back as clean of any environmental issues.

Zoning

The property that the Condominium is located on is zoned Residence District – C, which permits construction and use of the development as multiple dwellings.

V. SCHEDULE A

Parsons Corners at Lynbrook
161 Union Avenue
Lynbrook, New York 11563
For the First Year of Operation
November 1, 2025 to October 31, 2026

Home Number	(2) No. of Beds/Bath	(2) First Floor Square Footage	(2) Second Floor Square Footage	*Storage/ Mechanical Area Approx. Square Footage as Limited Common Element	**Patio/Balcony Square Footage as Limited Common Element	Total Approx. Square Footage with Limited Common Elements	(1) Total Offering Price	(3) Percentage of Common Interest	(4) Common Charges		(5) 2025-26 Estimated Real Estate Taxes		(6) Total Carrying Charges 2025-26 Tax Year	
									Monthly	Annual	Monthly	Annual	Monthly	Annual
1	2/2	868	0	439	12.5 fnt /57 rear	1,376.5	$ 615,000	6.25%	$ 637.08	$7,645.00	$ 1,126.43	$ 13,517.10	$ 1,763.51	$21,162.10
2	2/2	0	913	387	12.5 fnt /57 rear	1,369.5	$ 629,000	6.25%	$ 637.08	$7,645.00	$ 1,145.26	$ 13,743.08	$ 1,782.34	$21,388.08
3	2/2	830	0	387	12.5 fnt /25 rear	1,254.5	$ 599,000	6.25%	$ 637.08	$7,645.00	$ 1,104.90	$ 13,258.83	$ 1,741.98	$20,903.83
4	2/2	0	911	403	12.5 fnt /25 rear	1,351.5	$ 610,000	6.25%	$ 637.08	$7,645.00	$ 1,119.70	$ 13,436.39	$ 1,756.78	$21,081.39
5	2/2	830	0	384	12.5 fnt /57 rear	1,283.5	$ 599,000	6.25%	$ 637.08	$7,645.00	$ 1,104.90	$ 13,258.83	$ 1,741.98	$20,903.83
6	2/2	0	903	387	12.5 fnt /57 rear	1,359.5	$ 615,000	6.25%	$ 637.08	$7,645.00	$ 1,126.43	$ 13,517.10	$ 1,763.51	$21,162.10
7	2/2	830	0	387	12.5 fnt /25 rear	1,254.5	$ 599,000	6.25%	$ 637.08	$7,645.00	$ 1,104.90	$ 13,258.83	$ 1,741.98	$20,903.83
8	2/2	0	911	403	12.5 fnt /25 rear	1,351.5	$ 605,000	6.25%	$ 637.08	$7,645.00	$ 1,112.97	$ 13,355.68	$ 1,750.05	$21,000.68
9	2/2	830	0	403	12.5 fnt	1,245.5	$ 579,000	6.25%	$ 637.08	$7,645.00	$ 1,078.00	$ 12,936.00	$ 1,715.08	$20,581.00
10	2/2	0	903	386	12.5 fnt	1,301.5	$ 600,000	6.25%	$ 637.08	$7,645.00	$ 1,108.50	$ 13,274.97	$ 1,745.58	$20,919.97
11	2/2	840	0	385	12.5 fnt	1,237.5	$ 579,000	6.25%	$ 637.08	$7,645.00	$ 1,078.00	$ 12,936.00	$ 1,715.08	$20,581.00
12	2/2	0	920	412	12.5 fnt	1,344.5	$ 605,000	6.25%	$ 637.08	$7,645.00	$ 1,112.97	$ 13,355.68	$ 1,750.05	$21,000.68
13	2/2	840	0	271	12.5 fnt /57 rear	1,180.5	$ 619,000	6.25%	$ 637.08	$7,645.00	$ 1,131.81	$ 13,581.66	$ 1,768.89	$21,226.66
14	2/2	0	913	380	12.5 fnt /57 rear	1,362.5	$ 629,000	6.25%	$ 637.08	$7,645.00	$ 1,145.26	$ 13,743.08	$ 1,782.34	$21,388.08
15	2/2	840	0	392	12.5 fnt /25 rear	1,269.5	$ 610,000	6.25%	$ 637.08	$7,645.00	$ 1,119.70	$ 13,436.39	$ 1,756.78	$21,081.39
16	2/2	0	920	407	12.5 fnt /25 rear	1,364.5	$ 619,000	6.25%	$ 637.08	$7,645.00	$ 1,131.81	$ 13,581.66	$ 1,768.89	$21,226.66
		6,708				**20,907**	**$ 9,711,000**	**100.00%**	**$ 10,193.28**	**$122,320.00**	**$ 17,851.54**	**$ 214,191.28**	**$28,044.82**	**$336,511.28**

*The storage areas are not permitted to be used for a bedroom or livingroom. Use of this space improperly may result in a building code violation being issued against the Home.

**The storage/mechanical area is located in the cellar of each building.

** P = patio, B = balcony - the patios and balconies are not permitted to be used for a bedroom or livingroom. Use of this space improperly may result in a building code violation being issued against the Home.

FOOTNOTES TO SCHEDULE A

1. The room count has been based upon a zoning room count and is the room count for the basic model of each type. The Condominium will contain a number of different models as fully described in the Description of Property Report contained in Part II of the Offering Plan.

   The square foot area of the Homes at Parsons Corners at Lynbrook Condominium were derived as follows: The floor area of the living space of the Homes has been measured from the exterior of the wall to the centerline of the demising wall for the exterior walls and from the centerline of the demising wall to the centerline of the demising wall for interior walls; stairs and areas "open to below" were counted once in the square footage of the second floor apartments. First floor apartments do not contain any stairways. Unfinished attic areas are not included. The unfinished attics are not counted in apartment square footage. The unfinished attic is a common element. There is no access to the attic from the individual units. As such the areas are not based upon measurements from interior surfaces of interior walls, and the actual living area comprising the Home may be significantly less than the area listed in Schedule A. A decrease in a Home's area of 5% or less will not affect a Purchaser's obligations unless such decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by five (5%) percent or less is not material.

   Sponsor reserves the right to change the model mix of the Homes as long as the percentage of Common Interest for the Homes is not affected, there is no Purchase Agreement in effect for said Home, as long as the Sponsor does not change the total number of Homes being offered for sale or the total number of Buildings in the Condominium, nor substantially change the size of the Home.

2. Except as may be permitted under any temporary guidelines or other memorandum issued by the New York State Real Estate Finance Bureau, no change in the sales price will be made other than pursuant to a duly filed amendment, except that the Sponsor reserves the right to decrease the sale prices below the Offering Plan prices without filing an amendment to the Plan at any time during the offering where a reduction in sales price does not constitute a general offering but is rather the result of an individually negotiated Home purchase. See Section IX of the Offering Plan as to other terms of the offering which are negotiable. See Section XV of the Offering Plan for estimated closing costs and adjustments, which costs are in addition to the sale prices set forth herein.

3. The percentage of Common Interest for each Home is based on equal percentages, one (1) for each Home, as of the recording of the Declaration of Condominium pursuant to Real Property Law Section 339-i(1)(iii). The percentage of Common Interest of one (1) or more Homes may have been adjusted a de minimis amount so that the total equals 100%. Notwithstanding said fact, the Common Charges payable by each Home will be in an equal amount.

4. Common Charges have been estimated by the Sponsor and include fire and liability insurance for the Buildings and Common Elements of the Condominium. It also includes maintenance and operation of the Common Elements. See Schedule B for the estimated first year budget of the Condominium. Common Charges exclude repair and decoration to the inside of a Home, utilities for each Home and insurance for personal belongings. See Schedule C for estimated heating and electrical costs for each model type Home.

5. Real estate tax estimates are based upon information received from Certilman Balin Adler & Hyman as follows:

   It is estimated that the final assessed valuation of this property for Town and School purposes upon completion estimated to be in November 2025 will begin with the 2026/27 tax year and has been estimated on a market approach by taking the proposed selling prices of the units reflected in Schedule A, applying the County's latest 2025/26 Class 1 Residential Assessment Ratio of .066%, and applying a 6% upward trend to the current 2024/25 Class 1 tax rates of $20.96145 (School), and $2.11091 (General) per $100 assessed value for estimated taxes.

   In addition, the Village of Lynbrook will separately assess this property for Village tax purposes on an income approach to value in accordance with New York's RPTL §581. Using an estimated market rent of $3,700/month, 5% vacancy and 20% expenses, this net income capitalizes to a market value of $330,000/unit. Using the Village's current equalization rate of 4.31%, the indicated assessed value of each unit would be $14,223. At the current tax rate of $24.22/100 increased by 2.2%/year, the estimated Village tax is $3,590/unit.

   The estimated real estate taxes in Schedule A include the total of the General, School and Village taxes. Purchasers should refer to the schedule attached to the real estate tax letter from Certilman Balin Adler & Hyman in Section XXII of the Offering Plan, which includes a breakdown of the General, School and Village estimated real estate taxes.

   Judicial precedent has recognized that for purposes of taxation, residential condominium is the "fee ownership of the living space together with a proportionate undivided interest in the common areas or elements of the land and building." *Rutherman v. Pelcher 89 Misc 2d 560, 562 (NY Misc 1977)*. By express definition under the Real Property Law Article 9-B §339-g "each unit together with its common interest shall for all purposes constitute real property" and under RPL §339-y each unit is deemed a parcel subject to separate assessments.

   Accordingly, the value of the common areas should be reflected in the Condominium Unit Assessments. These common areas will include the parking areas, roads, and open spaces.

   The above estimates do not include any exemptions which may be granted.

The New York State Tax Relief Program ("STAR") provides an exemption from school property taxes for owner-occupied primary residences whose owners meet the income threshold of total household income of less than $500,000. This state financed exemption is authorized by §425 of the Real Property Tax Law. Therefore, if the condominium is the primary residence for an owner who meets the income threshold, he or she may apply for the "STAR" exemption.

A taxpayer who is eligible for the Basic STAR exemption will be entitled to a partial rebate of school district taxes. The Basic STAR exemption of properties within the Lynbrook School District amounts to approximately $1,048.07 for the 2024/25 tax year but may vary from year to year.

Primary-residence owners who meet additional requirements are eligible to receive the "Enhanced" STAR exemption. To be eligible, all property owners must be 65 years of age or older, with Federal Adjusted Gross Income less any taxable IRA distributions that does not exceed $107,300 a year for the 2025/26 School tax year. The office of Real Property Services has revised and promulgates the eligible income limit for each tax roll year. The amount of the Enhanced STAR exemption for the Lynbrook School District amounts to a current rebate of approximately $2,491.96 for the 2024/25 tax year.

As the projected selling prices, rental value, tax rates, ratios, and assessed values of this property may change by the time the property is completed and fully assessed, there can be no assurances that the Assessor will utilize the estimates used above. In such event, the real estate taxes applicable to the subject may be higher, or lower, than projected.

After the Condominium is divided into individual tax lots, each Home will be taxed as a separate tax lot for real estate tax purposes and the Homeowner will not be responsible for the payment of, nor will the Home be subject to, any lien arising from the non-payment of taxes on other Homes.

Although in the Sponsor's opinion the above method of calculation, assessed valuation and real estate taxes applicable to each Home are reasonable there can be no assurance that the assessed valuation, real estate taxes or the method of calculation of real estate taxes applicable to each Home will be the method of calculation, final assessed valuation or real estate taxes utilized, issued or assessed by the applicable taxing authorities for each Home. If for any reason a different method of calculation is used, or a different assessment is placed upon any of the Homes by such authorities or a different tax rate is in effect real estate taxes may increase or decrease depending upon the final decision of such taxing authorities and/or the then applicable tax rate. As such, no representation or warranty is made that the actual assessed valuation or projected real estate taxes will be as projected Schedule A, or that the projected tax rate will not change. In no event will Sponsor, Sponsor's Counsel, or any offerors hereunder be liable to

any Purchaser under this Plan, nor will any Purchaser have the right to rescind the Purchaser Agreement, in the event the actual taxes differ from those projected.

Pursuant to the Federal Tax cuts and Jobs Act of 2017, the real estate taxes payable by a Homeowner which are assessed against their Home by any governmental taxing authority, are a proper deduction in connection with Federal and State income taxes payable by such Homeowner to a maximum of $10,000. In the event a Purchaser of a Home obtains a mortgage, the interest payable on mortgages, up to $750,000 of such mortgage, will be deductible for Federal income tax purposes to the extent allowed by law provided the Home will be the Purchaser's principal residence. Purchasers should further note that any projected tax deduction or credit (where applicable) may vary in future years due to changes in real property taxes resulting from changes in the assessed value, the tax rate or the method of assessing real property.

It is anticipated that the Closing of Title to the first Home in the Condominium will occur on or about November 1, 2025, barring any unforeseen circumstances such as rate of sales, weather conditions, possible strikes, material shortages, acts of God, Force Majeure or other unforeseen delays beyond the control of the Sponsor.

See Section XX for a full discussion of the real estate taxes applicable to the Homes.

6. The Sponsor is not offering and has not procured mortgage financing. As a result, the projected monthly carrying charges for financing have not been included in Schedule A. In the event a Purchaser obtains a mortgage, Purchaser's monthly carrying charges will increase. Any Purchaser who applies for a mortgage from a lending institution should check with that institution as to the monthly mortgage costs as well as any Closing Costs that the Purchaser will be obligated to pay the lending institution.

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VI. SCHEDULE B

PARSONS CORNERS AT LYNBROOK CONDOMINIUM
PROJECTED INCOME AND PROJECTED EXPENSES FOR FIRST YEAR OF OPERATION
16 Homes

Beginning November 1, 2025*

INCOME

(1)	Income from 16 Homes	
	Total Projected Income	**$115,170**

EXPENSES

(2)	Common Electric	1,600
(3)	Common Water and Sewer	17,600
(4)	Insurance	32,000
(5)	Refuse Removal	4,000
(6)	General Repairs, Maintenance and Supplies	3,500
(7)	Service Contracts	2,500
(8)	Landscape Maintenance	10,000
(9)	Snow Removal	7,500
(10)	Management Fee	15,000
(11)	Accounting	8,500
(12)	Legal Fees	1,000
(13)	Administrative	500
(14)	Corporate Taxes	500
(15)	Contingency	500
(16)	Reserves	10,470
	Total Expenses	**$115,170**

* In the event the actual first year budget differs from the actual commencement of the budget year by six (6) months or more, Sponsor will amend the Plan to include a revised budget. See explanatory footnotes. If the common charges in an amended budget exceeds the monthly common charges in Schedule B by twenty-five (25%) percent or more the Sponsor will offer all Purchasers the right to rescind their Purchase Agreement and have their deposits returned, with interest, if any, provided such election to rescind is received by Sponsor within a reasonable period of time but not less than fifteen (15) days of the date of presentation of the amendment disclosing the revised budget. In addition, in the event the estimated commencement date of the first year of operation of the Condominium is delayed by twelve (12) months or more, Purchasers will be offered a right of rescission unless Purchaser enters into a Purchase Agreement subsequent to an amendment disclosing a revised estimated date of the first Closing. In such an event the Purchaser will be offered a right of rescission by an amendment to the Offering Plan if the estimated date of the Closing of the first Home is delayed by twelve (12) months or more from the estimated date disclosed in the amendment. Sponsor may not declare a plan effective where there are any material changes to the budget if these changes have not been disclosed by a duly filed amendment to the Offering Plan.

FOOTNOTES TO SCHEDULE B

1. INCOME

The estimate of the Annual Common Charges to be collected during the first year of Condominium operation is based upon a projection of the total amount of Common Charges that will be levied against the Homes (based upon full occupancy of the Condominium).

2. COMMON ELECTRIC

The projected cost is based on an estimate dated October 22, 2024 provided by R&M Engineering, 50 Elm Street, Huntington, NY 11743. The estimated cost of electricity for site lighting and irrigation sprinkler clocks is $115.37 per month. The sponsor has added 15% to the estimated cost to cover sales tax and for consumption and price variation.

Although the Sponsor is under the obligation to provide accurate information to prospective Purchasers, factors beyond its control may substantially affect the cost of common electricity.

The projection does not include the cost of electricity for each Home which will be individually metered and billed directly to each Homeowner. Purchasers should refer to Schedule C as for the estimated individual electrical costs for the Homes.

3. COMMON WATER AND SEWER

The projected cost is based on an estimate dated October 22, 2024 provided by R&M Engineering, 50 Elm Street, Huntington, NY 11743. The estimated cost for water for the 16 residential units and irrigation is $1,274.33 per month. The sponsor has added 15% to the estimated cost to cover sales tax and for consumption and price variation.

Homes will not be individually metered for water and all water costs will be a Common Expense. The cost for water for the Homes is included in this estimate. It is not possible to predict whether the budgeted figure will reflect the actual cost to be incurred during the first year of Condominium operation, which will vary with the level of consumption and the cost of water. It can be expected that the cost of water will increase over time.

4. INSURANCE

The budget figure for insurance is based upon an estimate dated November 5, 2024 provided by NGL Insurance,112 Merrick Road, Lynbrook, New York 11563, as follows:

Blanket All Risk Insurance Policy $3,000,000 with a $5,000 deductible for the residential units.

Directors and Officers:	$1,000,000
Fidelity Bond:	$ 100,000
General Liability:	$1,000,000 per occurrence
Umbrella Liability:	$2,000,000

The Condominium Board of Managers should review the above amounts annually**.** The coverage amount limits stated above for casualty insurance is based on full replacement value and should be sufficient to avoid the effects of co-insurance. The insurance policies will provide that (i) each Homeowner is an additional insured; (ii) there will be no cancellation without notice to the Condominium Board and/or their legal representatives; (iii) the right to subrogation against Homeowners is waived; (iv) the defense of invalidity because of acts of defense of pro-rata reduction in liability if Homeowners obtain additional coverage is waived; and (v) policy will follow perimeters set forth by Declaration and By Laws of Condominium.

The above coverage will be in place prior to or simultaneously with the closing of the first Home in the Condominium.

No coverage is provided for fire and casualty losses to the contents of each individual Home, nor does the coverage consider any future replacements or additions to either the Homes or the fixtures and improvements contained therein. In addition, no liability coverage for an individual Homeowner is included in the coverage provided above for occurrences not within the Common Elements. Homeowners are required to procure insurance to cover the contents of their Homes. Prospective Purchasers should consult their attorney or insurance agent to determine the availability of insurance for their own risk of liability and fire and casualty losses.

IN RECENT YEARS, PREMIUMS FOR INSURANCE (ESPECIALLY FIRE AND LIABILITY INSURANCE) HAVE INCREASED SUBSTANTIALLY. IT IS NOT POSSIBLE TO PREDICT WHETHER FUTURE PREMIUMS WILL CONTINUE TO INCREASE OR WILL LEVEL OFF. NO REPRESENTATION IS MADE REGARDING THE ACTUAL COST OF INSURANCE AT THE TIME OF CLOSING. PURCHASERS ARE REQUIRED TO PROCURE THEIR OWN FIRE AND LIABILITY COVERAGE FOR THE INTERIOR OF THEIR HOME AND THE PURCHASER'S PERSONAL AFFECTS.

5. REFUSE REMOVAL

The budgeted figure is based on an estimate dated November 1,2024 provided by Winter Bros. of Long Island, 120 Nancy Street, West Babylon, NY 11704. Services to include pickup on the property two times per week. Recyclables will be picked up simultaneously with the trash and sorted at a transfer station.

6. GENERAL REPAIRS, MAINTENANCE AND SUPPLIES

The budgeted figure is based on estimate dated January 25, 2025 provided by Black Diamond Realty, 401 Franklin Avenue, Garden City, NY 11530. The estimate is based on said company's prior experience managing similar properties.

As the Condominium is newly constructed, it is estimated that the amount budgeted should be sufficient to provide for general repairs and maintenance to the Common Elements for the first year of operation of the Condominium. Inasmuch as the Condominium is new construction, no major interior or exterior repairs are anticipated.

The estimate includes the cost of various general supplies (such as cleaning supplies and materials, bulbs, and hardware supplies). The budgeted figure does not include improvements and repairs to, maintenance of, or supplies for individual Homes. Each individual Home is responsible for improvements and repairs to, maintenance of, and supplies for their Home restricted to their use.

7. SERVICE CONTRACTS

The budgeted figure is based on estimate dated January 25, 2025 provided by Black Diamond Realty, 401 Franklin Avenue, Garden City, NY 11530.The estimate is based on prior experience managing similar properties.

No service contracts have been entered into as of the date of the Plan. However, the Sponsor has reserved the right, prior to the first closing, to enter into contracts which will be binding on the Condominium Board, provided that such contracts do not materially increase the estimated Common Charges for the first year Condominium operation

8. LANDSCAPE MAINTENANCE

The budgeted figure is based on an estimate dated October 17, 2024, provided by Dom's Landscaping, Inc., 141 Herricks Road, Garden City Park, New York 11040 for the maintenance of shrubbery and lawn installations in the Common Area and spring and fall general clean up.

9. SNOW REMOVAL

The budgeted figure is on an estimate dated November 15, 2024, provided by Dom's Landscaping, Inc., 141 Herricks Road, Garden City Park, New York 11040 for snow removal of five (5) snow falls of depths from 2 to 12 inches and two (2) applications for light accumulation when de-icing may be necessary.

10. MANAGEMENT

On or before the closing date of the first Home, the initial Board of Managers of the Condominium, on behalf of the Condominium, will enter into an agreement with Black Diamond Realty, 401 Franklin Avenue, Garden City, New York 11530 to act as the managing agent of the property. The budgeted item reflects the anticipated fee to be paid during the first year of Condominium operations estimated to commence on November 1, 2025. Management services will include billing and collection of common charges, bookkeeping services, record keeping, negotiation of basic contracts, and general administrative duties of a managing agent. The managing agent is not affiliated with the Sponsor or any of its Principals. The managing agent's fee as provided in the budget is commensurate with prevailing rates of a managing agent for a Condominium similar in size and services to this Condominium.

11. ACCOUNTING

The budgeted figure is based on an estimate dated December 10, 2024, provided by Prager Metis CPA's LLC, 14 Penn Plaza, New York, New York 10122 for the preparation of annual audited financial statements and New York State and Federal tax returns.

12. LEGAL FEES

The budgeted figure is based on an estimate dated December 15, 2024 provided by Certilman Balin Adler & Hyman, LLP, 90 Merrick Avenue, East Meadow, New York 11554, for costs to be incurred by the Board of Managers when consulting with an attorney to review contracts and collect delinquent Common Charges. The cost of litigation, if any, would be additional.

13. ADMINISTRATIVE EXPENSES

The budgeted figure is based on an estimate dated January 25, 2025, provided by Black Diamond Realty, 401 Franklin Avenue, Garden City, New York 11530. The estimate reflects the cost of postage for mailing of common charge bills, regular correspondence and other administrative costs. The estimate is based on the Managing Agent's prior experience managing similar properties.

14. CORPORATE TAXES

The budgeted figure provides for an estimate dated January 25, 2025 by Black Diamond Realty, 401 Franklin Avenue, Garden City, New York 11530, based upon their prior experience in managing similar communities, of franchise taxes to be paid in the event the Condominium is required to pay a state franchise and corporate tax.

15. CONTINGENCY

This item is to provide funds for possible expenses that are not included in the budget or possible increases in one (1) or more items of operating expense above the amounts projected based on an estimated dated January 25, 2025 by Black Diamond Realty, 401 Franklin Avenue, Garden City, New York 11530. The budget may be modified, from time to time, prior to the commencement of, or during, Condominium operation to add new items of expense or increase one (1) or more items of operating expense. The funds for such modifications may be provided by decreasing the contingency or by decreasing one (1) or more items of expense, or both. The contingency does not include a reserve for capital replacements or repairs. In view of the fact that this Condominium is newly constructed, although Sponsor cannot make any guarantees, it is unlikely there will be major capital improvements during the first five (5) years of Condominium operation.

16. RESERVES

This figure represents the establishment of a Reserve Fund for future replacements to some of the condominium Common Elements. These common elements include the roof, siding, sidewalks and asphalt.

The amount of the Reserve Fund is based upon an amount equal to ten (10%) percent of the operating budget, commencing on November 1, 2025, which complies with Fannie Mae and FHA guidelines. It shall be the obligation of the Board of Managers of the Condominium to collect and utilize this Reserve Fund solely for capital expenditures for the Common Elements of the Condominium.

Although the Sponsor cannot make any guarantees, as the Condominium is a new construction project, it is unlikely that there will be any major capital improvements during the first five (5) years of Condominium operation.

VII. SCHEDULE C

ESTIMATED ANNUAL GAS AND ELECTRICAL COSTS

The projected energy costs are based on the projections provided by R&M Engineering, 50 Elm Street, Huntington, New York 11743 as per the attached letter. Water consumption is a Common Expense of the Condominium and is not individually metered to each Home. All water costs reflected in the attached letter will be a Common Expense of the Condominium as contained in Schedule B of the Offering Plan and will be part of the Common Charges paid by each Homeowner.

Actual costs may vary depending upon the hours of use, thermostat settings and proper maintenance. These cost figures are estimates and are not intended as guarantees.

In view of the fact that these averages may include the use of energy by persons of varying need with different standards of comfort or with families of different sizes, the amount of energy used by the Purchaser may vary substantially from the average estimates herein provided. In addition, the effect of inflation, fuel shortages and other factors may raise the cost of electricity and gas substantially higher than the current or projected rate.

Although the Sponsor is under obligation to provide accurate information to Prospective Purchasers, factors beyond its control may substantially affect the cost of electricity and gas after the purchase of a Home or in subsequent years. Sponsor represents however, that it has followed the plans and specifications provided by the manufacturer of the appliances together with the recommendation of the manufacturer and other experts to enable these items of equipment to operate at optimum efficiency at the lowest cost. Further, that it has not been induced to select the appliances etc., described herein on the basis of any financial inducement other than the cooperative advertising and price of the system made to it by the manufacturer or distributor of the system or by the supplier of energy to be used in connection therewith or by any of their agents or employees.

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Christopher W. Robinson, PE President
Wayne A. Muller, PE Vice President

Matthew P. Scheiner, PE Partner
Matthew K. Aylward, PE Partner
Gino Tedesco, Associate

November 20, 2024

Capital Home Builders
161 Union Avenue
Lynbrook, NY 11563

Attn: Billy Geier

RE: Parsons Corners
at Lynbrook Condominium
161 Union Avenue
Lynbrook, NY 11563
NCTM: 2025-42-158-433
R&M No. 2020-127

Dear Mr. Geier:

R&M Engineering has been requested to prepare an approximate Home Owner's Association (HOA) budget for the proposed 16-unit residential development at the above referenced property. The below outlines the costs associated per month for each individual residential tenant, as well as for the property owner and HOA for shared on-site common areas. The associated costs comprise of utility expenses including water, gas, and electric consumption. The rates utilized in the budget analysis are based on utility bills provided by the owner for a local residential property in Lynbrook between the period of June 2024 and August 2024. These rates are based on utility expense bills from Liberty Utilities, PSEGLI, and National Grid, for water, electric, and gas usage, respectively.

Individual Unit Cost Breakdown

The following breakdown includes the monthly cost of utility expenses for each tenant. Projection of water bills were generated based off of the Nassau County Department of Public Works Minimum Design Sewage Flow Rates. The make/models of the proposed in-house appliances were provided to our office to generate consumption rates. The current rates per kWh, therm, gallon, etc., include the overall cost including surcharges/taxes.

- **Water - $69.64/month**
- **Electric – $190.32/month**
- **Gas - $144.36/month**

Please note that these costs per month are based on average monthly utility usage per year, with fluctuation of cost varying between months based upon weather, number of tenants, time-at-home, etc.

Common Areas Cost Breakdown

The following breakdown includes the monthly cost of utility expenses for the property owner/HOA. The common areas of analysis include the electrical costs for on-site lighting and costs for on-site irrigation systems. The provided projection includes surcharges/taxes by PSEGLI and Liberty Utilities.

- **Water (Irrigation) - $156.89/month**
- **Electric (On-site Lighting) - $115.37/month**

As previously mentioned, these costs are susceptible to fluctuations under the ordinance of the local utility company having jurisdiction. Cost projections provided are for a 12-month span based on billing rates for the months of June 2024 through August of 2024. The provided monthly bill rates are subject to change per month. This analysis was prepared utilizing the site plan prepared by Northcoast Civil Land Surveying & Civil Engineering, dated June 24, 2024, the survey prepared by Leonard J. Strandberg and Associates, Consulting Engineers and Surveyors, P.C., dated October 13, 2022, local utility bills provided by the client, and available public informational resources by local utility providers.

Sincerely,
R&M Engineering

Patrick J. Smith
w/ Matthew K. Aylward, P.E.

CERTILMAN BALIN
ATTORNEYS

90 MERRICK AVENUE, 9TH FLOOR
EAST MEADOW, NY 11554
PHONE: 516.296.7000 • FAX: 516.296.7111
www.certilmanbalin.com

VIII. COMPLIANCE WITH REAL PROPERTY LAW SECTION 339(i)

April 9, 2025

State of New York
Department of Law
28 Liberty Street, 21st Floor
New York, New York 10005

Subject: **Parsons Corners at Lynbrook Condominium**

Gentlepeople:

The Sponsor of the Condominium offering plan for the captioned property has retained this office to review the percentage of Common Interest applied to the Homes contained in Schedule A of the offering plan.

Our experience includes the preparation of hundreds of condominiums offering plans and legal representation of numerous condominium Boards of Managers in the State of New York for over forty (40) years.

In reviewing said Schedule A, the percentage of Common Interest for each Home as contained therein has been determined based upon equal percentages, one for each Home as of the date of filing the Declaration of Condominium. Said method of determining the Percentage of Common Interest in a condominium complies with and is pursuant to Section 339-i (1)(iii) of the Real Property Law of the State of New York. The percentage of Common Interest of one (1) or more Homes have been adjusted a de minimis amount so that the total equals 100%. Notwithstanding said fact the Common Charges payable by each Home will be in an equal amount.

We hereby authorize inclusion of this opinion in the offering plan for the Condominium to be filed with the Department of Law.

Very truly yours,

CERTILMAN BALIN ADLER & HYMAN, LLP

By: _____
Richard Herzbach, Partner

IX. CHANGES IN PRICES OR HOMES

The prices for these condominium interests may be changed from those set forth in this Offering Plan so that Purchasers may pay different prices for similar interests. No such change will be made other than pursuant to a duly filed amendment, except that the Sponsor reserves the right to decrease the sales prices below the Offering Plan prices without filing an amendment to the Plan at any time during the offering where a reduction in sales prices does not constitute a general offering but is rather the result of an individually negotiated Home purchase. Except as may be permitted under any temporary guidelines or other memorandum issued by the New York State Real Estate Finance Bureau, all changes in prices which are an across the board increase or decrease affecting one (1) or more lines of Homes or models or is to be advertised or is a price increase for an individual Purchaser will be done by a duly filed amendment to the Offering Plan.

The Sponsor further reserves the right, but not the obligation, to negotiate with a Purchaser on an individual basis in connection with all aspects of the Purchase Price, including but not limited to: upgrades to the Home or the fixtures or equipment contained therein or credits or allowances therefore; treatment of reduced and/or split Deposit; financing contingency; extension of period to secure financing; payment of all or part of a Purchaser's acquisition or financing costs such as, but not limited to: origination fees and commitment fees; any and all other costs relating to the cost of acquiring title to the Home; maintenance subsidies, rebates or other costs associated with maintaining a Home as a credit against the Purchase Price or payable on a periodic basis or any other manner as is negotiated between the parties; promotional gifts on purchase of a Home and application of rent, toward the purchase price. As a result, a Purchaser may receive different terms as other Purchasers for a similar Home. Furthermore, the Sponsor reserves the right to amend the Plan from time to time to add and/or delete negotiable terms or at its sole option to expand the applicability of such negotiable terms to some or all Purchasers pursuant to Section 352-e of the General Business Law.

Sponsor will not make any changes in the size or number of Homes and/or their respective Percentage of Common Interest, and no material change will be made in the size or quality of Common Elements, except by amendment to the Plan and to the Declaration of Condominium (if the Declaration of Condominium was filed prior to such change). Sponsor reserves the right to change the model mix of the Homes, as long as the Percentage of Common Interest for the Homes is not affected, there is no Agreement of Sale in effect for said Home, as long as the Sponsor does not change the total number of Homes being offered for sale or the total number of Buildings in the Condominium.

Unless an affected Purchaser consents, no material change will be made in Home size, layout, or Percentage of Common Interest if a Purchase Agreement has been executed and delivered to the Sponsor for that Home and the Purchaser is not in default.

Unless all Purchasers consent, no material change will be made in the size, and no material adverse change will be made in the quality of Common Elements. A decrease in a Home's area of five (5%) percent or less will not affect a Purchaser's obligations unless such decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by five (5%) percent or less is not material.

X. INTERIM LEASES

The Sponsor has the right to enter into an Interim Lease at any time with a Purchaser who simultaneously enters into a Purchase Agreement for a Home in the Condominium. In such an event, a Purchaser's uncured default under the Interim Lease may, in the Sponsor's sole discretion, be deemed a Default under the Purchase Agreement that is executed simultaneously therewith by such Purchaser. Pursuant to the terms of the Purchase Agreement, the existence of an uncured Event of Default by Purchaser will give Sponsor the right, at Sponsor's option, to deem the Purchase Agreement canceled and to retain, as and for liquidated damages, all sums paid by Purchaser to Sponsor on account of the Purchase Price plus all additional sums paid and/or payable by Purchaser for all Extras. Notwithstanding the foregoing, in the event the Plan is abandoned pursuant to its terms, Purchaser shall be entitled to the return of all monies paid towards Extras.

Except as per the terms of an Interim Lease executed simultaneously with a Purchase Agreement, no Purchaser shall take possession of a Home prior to Consummation of the Offering Plan, nor shall any Purchaser enter a Home or have the Homeowner's contractors or agents enter the Residential Unit to perform work prior to Closing without the written authorization of the Sponsor. Should the Purchaser violate this provision, Sponsor will have the right to remove Purchaser from the Residential Unit as a squatter and intruder by summary proceedings. Upon the Purchaser's unauthorized possession, the Purchaser shall be deemed in default of the Purchase Agreement and Sponsor may retain as liquidated damages the funds being held in escrow up to a maximum of ten (10%) percent of the sales price plus the cost of Extras paid for by Purchaser which Extras have been installed by Sponsor, or paid for but not installed by Sponsor, or which have been ordered but not installed by Sponsor and for which Sponsor is obligated to pay for such Extras, unless the Offering Plan has been abandoned. In the event the Offering Plan is abandoned the Purchaser shall be entitled to receive all funds paid to the Sponsor for such Extras.

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XI. PROCEDURE TO PURCHASE

The Sponsor hereby offers for sale the Homes to be constructed in the Condominium for residential occupancy in accordance with applicable municipal zoning regulations.

The sales prices at which the Homes are being offered are shown in detail in Schedule A. The Sponsor reserves the right to change the sales prices and to negotiate other terms on an individual basis. See Section IX of the Plan. Any such change will not affect the Common Interest of the Home; however, some Purchasers may pay a different price for the same model Home or receive different terms.

Any person may accept Sponsor's offer to sell the Homes by entering into a Purchase Agreement with the Sponsor. The Purchase Agreement for a Home is contained in Part II of the Offering Plan as Schedule D. The Purchase Agreement provides that the Purchaser will purchase from the Sponsor a designated Home in Parsons Corners at Lynbrook Condominium described in the Declaration of Condominium creating such Condominium. A Purchaser of a Home will be afforded a minimum of three (3) business days to review the Offering Plan and all filed amendments prior to executing a Purchase Agreement.

Any conflict between the Offering Plan and a Purchase Agreement shall be resolved in favor of the Offering Plan.

Upon signing the Purchase Agreement for a Home, the Purchaser of a Home shall make a Deposit of up to ten percent (10%) of the purchase price of Purchaser's Home plus the cost of any Extras ordered by the Purchaser. The minimum Deposit for any Home shall be $1,000. Upon full payment of the balance of the purchase price and the balance of the cost of any Extras ordered to be paid at the Closing, in cash or by mortgage, all Purchasers will receive a bargain and sale deed with covenant against grantor's acts and containing the provisions set forth in Section 13 Subdivision 5 of the Lien Law, which will convey good and marketable title to a Purchaser of fee ownership in the Home and such percentage of Common Interest in the Common Elements as is set forth on Schedule A, free and clear of all liens and encumbrances other than those set forth in Section XIV of the Offering Plan. A Purchase Agreement may be modified with the consent of Purchaser and Sponsor in a manner not inconsistent with law, subject to the terms of this Offering Plan. Sponsor must either return a fully executed Purchase Agreement within fifteen (15) days to the Purchaser or reject the Purchase Agreement and refund the deposit monies. In the event the Sponsor does not act within said fifteen (15) day period the Purchase Agreement will be deemed rejected by the Sponsor.

The Power of Attorney attached to a Purchase Agreement must be executed by a Purchaser at the Closing of Title. Failure to execute the Power of Attorney will result in a default under the Purchase Agreement.

Sponsor anticipates that the Closing of Title to the first Home will occur by November 1, 2025, subject to unforeseen circumstances beyond Sponsor's control such as weather conditions, labor strikes, material shortages, Force Majeure, acts of God and anticipated rate of sales. In the event the actual first year budget differs from the actual commencement of the budget year by six (6) months or more, Sponsor will amend the Plan to include a revised budget. If the Common Charges in an amended budget exceed the monthly Common Charges in Schedule B by twenty-five (25%) percent or more the Sponsor will offer all Purchasers the right to rescind their Purchase Agreement and have their deposits returned, provided such election to rescind is received by Sponsor within a reasonable period of time but not less than fifteen (15) days of the date of presentation of the amendment disclosing the revised budget.

The Sponsor anticipates that Closing of the first Home will occur by November 1, 2025. Purchasers will be offered a right of rescission if: (i) the actual date of Closing of Title to the first Home; or (ii) the projected date of Closing of Title to the first Home occurs later than October 31, 2026, twelve (12) months after the projected date for the first Closing. If the Plan is amended to provide for a later projected date of the first Closing, Purchasers who entered into a Purchase Agreement subsequent to the date of acceptance of the Amendment to the Offering Plan will be entitled to an offer of rescission if the first Closing occurs more than twelve (12) months beyond that amended, later date. Any Purchaser who entered into a Purchase Agreement prior to said amended date will retain the right of recession if (i) the actual date of Closing of Title to the first Home; or (ii) the projected date of Closing of Title to the first Home occurs later than October 31, 2026, twelve (12) months after the initial projected date for the first Closing. However, if the first Home Closing occurs before November 1, 2025, or within the twelve (12) month period thereafter, the Sponsor may schedule the Closings of Title to other Homes significantly later than such date. Some Purchase Agreements may not include an outside Closing Date and unless a Purchaser's Purchase Agreement contains an outside Closing Date, as provided below, the Sponsor is not obligated to schedule a Closing within any specified time frame or to ensure that Closing of Title to a Home will occur by any date certain. Purchasers should note that even if the first Closing occurs on or before November 1, 2025 (or such other date projected as the date of commencement of the operation at the time the Purchase Agreement was entered into) or within the twelve (12) month period thereafter, the Closing of subsequent Homes may be substantially delayed beyond such dates if a Certificate of Occupancy has not been issued for such Homes. In such case, provided that Sponsor is diligently pursuing completion of construction and the issuance of a Certificate of Occupancy and is otherwise in compliance with its obligations under the Plan, Purchasers will not be entitled to a right or rescission or to make claims against the Sponsor for damages or losses as a result of such delays and will not be excused from paying the full Purchase Price for the Home. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A HOME. In the event, however, Sponsor cannot convey title to the Home on or before twelve (12) months from the estimated date of conveyance in the Purchase Agreement, affected Purchasers will be afforded the right of rescission.

In the event Sponsor is unable to convey title to a Home twelve (12) months after the proposed date of delivery set forth in the Purchase Agreement a Purchaser shall have the option to cancel the Purchase Agreement and have the Deposit advanced by Purchaser returned to Purchaser. Purchaser shall be obligated to notify the Sponsor in writing of its intent to exercise said option no later than thirty (30) days after the twelve (12) month period. Failure to so notify Sponsor shall be deemed a waiver of this provision, and Purchaser shall continue to be bound by the terms of the Purchase Agreement. In the event Sponsor shall be unable to convey title to the Home within twenty-four (24) months of the proposed date of delivery through no fault of the Purchaser, the Purchase Agreement shall be deemed null and void and the Sponsor shall return all monies being held in escrow within thirty (30) days thereafter. See Paragraph 5 of the Purchase Agreement in Part II of the Plan.

The above dates are subject to Force Majeure. “Force Majeure” shall mean unavoidable delays due to acts of God, weather, fire, flood, explosion, war, riot, sabotage, epidemics, pandemics, quarantine, acts of terrorism, freight embargos, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, governmental restrictions, preemptions or approvals, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the control of Sponsor. In the event of a delay due to Force Majeure, the above time frames shall be tolled for the length of the period during which such performance was excused, and such tolling shall not entitle Purchaser to any credit, offset, or reduction in Purchase Price or to be relieved of any other obligation under the Purchase Agreement. However, none of Purchaser’s rights under the applicable regulations promulgated by the Attorney General, Article 23-A of the General Business Law or under the Plan shall be abridged by virtue of Force Majeure except as determined in a final decision or order by a court of competent jurisdiction or any governmental agency, or by executive order. Purchasers are specifically advised that the timing of the Closing of Title to the Home may be significantly delayed in the event that Sponsor exercises its tolling rights under the foregoing Force Majeure provision. The Attorney General recommends that Purchasers consult with their attorney as to: (i) whether there exists a final decision or order by a court of competent jurisdiction or any governmental agency, or executive order that impacts the timing of Purchaser’s obligations under the Purchase Agreement; and (ii) any risks associated with executing a Purchase Agreement containing the foregoing Force Majeure provision prior to executing the Purchase Agreement.

After the Offering Plan is declared effective the Sponsor will give each Purchaser who entered into a Purchase Agreement not less than thirty (30) days’ prior written notice of the date, time and place for the transfer of title to the Purchaser’s Home. Such notice shall be served on each Purchaser who has executed and delivered a Purchase Agreement to the Sponsor and whose Purchase Agreement is in effect by (a) personal delivery or (b) mailing by regular mail or registered or certified mail with or without return receipt requested or by means of a courier service addressed to the Purchaser at the last known residence of such Purchaser or, if the Purchaser has provided written information of an alternative address for notices, addressed to the Purchaser at the alternative

address. If Sponsor has no information of the last known residence address but has written information of the place of business or employment of such Purchaser, the mailing shall be addressed to such last business or employment address. The notice shall be sent no less than 30 days before the date set for the Closing of Title to the Home. A Purchaser shall have the right to waive the 30-day notice. A form for such waiver is contained as Schedule D-3 to the Offering Plan.

The Purchase Agreement for Homes may not be assigned by Purchaser without the written consent of Sponsor. 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.

The risk of loss or damage to the Home by fire or any other cause until the delivery of the deed or Purchaser takes actual possession of the Home pursuant to written agreement is assumed by the Sponsor.

A Purchase Agreement may not contain, or 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 Business Law. Any conflict between a Purchase Agreement and the Plan will be resolved in favor of the Plan. The Purchase Agreements and the Offering Plan comply with Section 71.a (3) of the New York Lien Law. Section 71.a(3) of the New York Lien Law provides that the initial advance of a Purchase Agreement be deposited in an escrow account in a bank, trust company, savings bank, state or federal savings and loan association located in New York State. The escrow and trust fund provisions disclosed below comply with said statute.

The Purchase Agreement for a Home is not conditioned upon a Purchaser securing satisfactory mortgage financing. Obtaining a mortgage for a Home shall be the sole responsibility of each Purchaser. In no event will the Sponsor be obligated to return a Purchaser's Deposit for a Home in the event a Purchaser is unable to obtain a mortgage. In addition, such Purchase Agreement will remain in full force and effect and the Purchaser of a Home will be obligated to pay the balance of the purchase price at Closing regardless of the availability of financing. Any Purchaser of a Home who does not close title to the Home as a result of their inability to obtain a mortgage any pay the balance of their Purchase Price may lose their Deposit plus the Extras as provided for in Special Risk No. 8 as liquidated damages. Prospective Purchasers of a Home who need financing to purchase are advised to consult with a bank before executing their Purchase Agreement to ascertain the likelihood of obtaining financing. No representation is made by the Sponsor as the availability or cost of such financing. See Section XII of the Offering Plan.

The Purchase Agreement for a Home includes a provision that any failure by Sponsor to insist upon strict performance by Purchaser of any of Purchaser's obligations under the Purchase Agreement shall not be deemed a waiver of such obligations, and Sponsor may at any time insist upon strict performance by Purchaser of any and all obligations to be performed by Purchaser under the Purchase Agreement irrespective of

the number of times Purchaser failed to strictly comply with such obligations in the past. In addition, the provision of the Purchase Agreement requires that Purchaser waive all rights to trial by jury in any action, proceeding or counterclaim in any way arising out of or relating to the Purchase Agreement, provided such waiver is not prohibited by any laws of the State of New York. In addition, said provision provides that any action or proceeding brought by either party against the other, directly or indirectly, arising out of the Purchase Agreement, shall be instituted in a court in Nassau County and all motions in any such action shall be made in Nassau County. The provision further requires that the Purchaser pay any and all court fees, including reasonable attorney fees, should Purchaser bring an action against Sponsor in any court of proper jurisdiction (including, without limitation, small claims court) and be unsuccessful and further provides that Purchaser waive its right to file a Lis Pendens if not filed within sixty (60) days of the cancellation of this Purchase Agreement. See Paragraph 35 of the Purchase Agreement in Part II of the Offering Plan.

Each Purchase Agreement provides that in the event Purchaser fails to appear and Close Title in accordance with the Purchase Agreement or if Purchaser fails to observe or perform any other thing to be observed or performed by Purchaser under the Purchase Agreement, Sponsor has the right to send Purchaser a written notice of default giving Purchaser thirty (30) days from the date of such notice to cure any such default. Upon Purchaser's failure to cure such default within such thirty (30) day period, the Purchase Agreement shall, at Sponsor's option, be deemed cancelled and Sponsor shall have the right to retain as and for liquidated damages, all sums paid by Purchaser to Sponsor on account of the Purchase Price plus all additional sums paid by Purchaser for all Extras which have been installed by Sponsor, not installed but paid for by Sponsor or which have not been installed but ordered by Sponsor and which Sponsor is obligated to pay. **TIME IS OF THE ESSENCE FOR PURCHASER TO CURE SUCH DEFAULT WITHIN SUCH THIRTY (30) DAY PERIOD.**

The Purchase Agreement for a Home is included in Part II of the Offering Plan as Schedule D.

ESCROW AND TRUST FUND PROVISIONS

The Sponsor will comply with the escrow and trust fund requirements of General Business Law Sections 352-e(2-b) and 352-h and the Attorney General's regulations promulgated pursuant thereto as amended on November 14, 2012, as follows:

The Escrow Agent:

The law firm of Certilman Balin Adler & Hyman with an address at 90 Merrick Avenue, 9th Floor, East Meadow, New York 11554, telephone number (516) 296-7000 shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Howard M. Stein, Richard Herzbach, Donna-Marie Korth, Michelle Stieglitz, David Herold, Michael O'Shea, Bredan DeRiggi, Kenneth Hoffmann, Jodi Hoffman, Carrie Adduci, Jennifer

Appel and Heather Gauweiler are the signatories on said account. All of said signatories are admitted to practice law in the State of New York.

The Escrow Account:

The Escrow Agent has established the escrow account at Flushing Bank (the "Bank"), with an address at 220 RXR Plaza, Uniondale, New York, a bank authorized to do business in the State of New York. The escrow account is entitled "Parsons Corners at Lynbrook Condominium/Certilman Balin Adler & Hyman, LLP Attorney IOLA 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. If an individual makes a Deposit in excess of said amount for the purchase of a Home, it is a special risk of this offer that such deposit will not be federally insured in excess of said amount. Purchasers should note that if the Purchaser has any accounts in the Bank, the funds in those accounts will count towards the $250,000 FDIC insurance limit.

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

Any Deposits made for Extras for a Home shall initially be deposited into the Escrow Account and released in accordance with the terms of a written agreement between Purchaser and Sponsor as per Paragraph 13 of the Purchase Agreement for a Home.

The Escrow Account is an Interest-on-Lawyer Account ("IOLA") account consistent with Section 497 of the Judiciary Law of the State of New York. Pursuant to said law, all interest earned on the IOLA account will be paid to the State of New York. 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.

The Purchase Agreement:

The Purchase Agreement for a Home is included in Part II of the Offering Plan as Schedule D. The relevant escrow trust fund provisions are included in Paragraph 29 of the Purchase Agreement for the Home , which must be executed by the Escrow Agent.

Notification of 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. Purchaser shall be required to complete the Tender of Escrow Agreement contained as Schedule D-1 in Part II of the Offering Plan upon execution of the Purchase Agreement. Thereafter, the escrow deposit will remain in the Escrow Account pursuant to the provisions contained herein. Within ten

(10) business days of the placing of the deposit in the Escrow Account, the Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Deposit. The notice shall provide the account number of the account. Any Deposits made for Extras to a Home shall be initially deposited into the Escrow Account and released in accordance with the terms of a written agreement between Purchaser and Sponsor as provided in Paragraph 13 of the Purchase Agreement for a Home.

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

Release of Funds:

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

Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until consummation of the Plan as defined in Section 20.1 (c) (6) of the Department of Law regulations which defines consummation of the Plan, as the filing of the Declaration of Condominium and the first transfer of title to a Home to at least one Purchaser under the Offering Plan following a declaration of effectiveness by the Sponsor and acceptance of the amendment of the declaration of effectiveness by the Attorney General's Office. 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 the terms and conditions set forth in the Purchase Agreement upon closing of title to the Home; or

(b) in a subsequent writing signed by both Sponsor and Purchaser; or

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

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release

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

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

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

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

Purchasers should note that it shall be an express condition of Closing of Title that the Purchaser sign the form contained in Part II as Schedule D-2 which will enable the Escrow Agent to release the escrow funds, if not previously released as provided above.

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.

Waiver Void:

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

General:

Nothing contained herein shall diminish or impair the Sponsor’s statutory obligation to each Purchaser pursuant to GBL § 352-(h) to hold in trust all deposits, advances or payments made in connection with the offer until consummation of the transaction with such Purchaser. Consummation of the plan does not relieve Sponsor of its obligations pursuant to GBL § 352-(h). Funds from any Escrow Account remain the property of the Purchaser until employed in connection with the consummation of the transaction. Such

funds shall not be a part of the estate of the Sponsor or the Escrow Agent upon any bankruptcy, incapacity or death.

The Escrow Agent shall maintain all records concerning their Escrow Account for seven (7) years after release of the funds.

Upon the dissolution of the law firm which was the Escrow Agent, the former partners or members of the firm shall make appropriate arrangements for the maintenance of the Escrow Account records by one of them or by the successor firm and shall notify the Department of Law of such transfer.

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XII. FINANCING FOR QUALIFIED PURCHASERS

THIS PLAN DOES NOT CONTAIN ANY FINANCING ARRANGEMENTS FOR PURCHASERS. PROSPECTIVE PURCHASERS WHO ARE INTERESTED IN SUCH FINANCING SHOULD CONTACT LENDING INSTITUTIONS, SUCH AS MUTUAL SAVINGS BANKS AND COMMERCIAL BANKS, MANY OF WHICH HAVE ADVERTISED THAT THEY OFFER FINANCING TO PURCHASERS OF CONDOMINIUM HOMES.

Any applications for such financing with lending institutions must be done on an individual basis by prospective Purchasers and will involve negotiations exclusively between the lending institution and the applicant. The Sponsor should not be construed hereunder as offering any such financing or representing the availability or terms of such financing.

The Purchase Agreement for a Home is not conditioned upon a Purchaser of a Home securing satisfactory mortgage financing. Obtaining a mortgage shall be the sole responsibility of each Purchaser of a Home. In no event will the Sponsor be obligated to return such Purchaser's Deposit in the event such Purchaser is unable to obtain a mortgage. In addition, the Purchase Agreement will remain in full force and effect and Purchaser will be obligated to pay the balance of the purchase price at Closing regardless of the availability of financing. Any Purchaser who does not close title to the Home as a result of their inability to obtain a mortgage any pay the balance of their Purchase Price may lose their Deposit plus the Extras as provided for in Special Risk No. 8 as liquidated damages. Prospective Purchasers of a Home who need financing to purchase are advised to consult with a bank before executing a Purchase Agreement to ascertain the likelihood of obtaining financing. No representation is made by the Sponsor as the availability or cost of such financing.

NO REPRESENTATION IS MADE BY THE SPONSOR AS TO WHETHER ANY PURCHASER WILL QUALIFY FOR FINANCING OR AS TO THE TERMS, COST OR AVAILABILITY OF SUCH FINANCING. THE SPONSOR SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO ANY APPLICANT IF THEIR APPLICATION FOR FINANCING IS NOT ACCEPTED.

The Closing of Title to a Home where the Purchaser has obtained financing will take place simultaneously with the closing of the mortgage loan and the proceeds will be applied towards the then balance of the purchase price.

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XIII. EFFECTIVE DATE OF THE PLAN

Sponsor's offer to sell the Homes is contingent upon the Plan being declared effective and no Closing to a Home will be held until the Plan is declared effective. This Offering Plan will not become effective until bona fide Purchasers, including investors, have executed Purchase Agreements which have been accepted by Sponsor for at least 15% in number of the Homes offered under the Plan based on the sixteen (16) Homes in Condominium (16 x 15% = 3 Homes). The Sponsor will give written notice of such effectiveness to Purchasers. In the event no Purchasers close after the Plan has been declared effective, the Sponsor will have to re-declare the Plan effective. Sponsor will within five (5) business days of said notice submit for filing an amendment to the Plan disclosing the Plan's effectiveness and will file an affidavit of service of the notice on all Purchasers. Sponsors will not Close Title to the first Home until the Amendment disclosing the effectiveness of the Condominium has been accepted for filing by the Attorney General. The Plan will not be declared effective based on Purchase Agreements:

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

(ii) based on Purchase Agreements where the Purchaser has not had at least three (3) business days to review the Offering Plan and all filed amendments; or

(iii) with any Purchaser who is the Sponsor, the Selling Agent, or the Managing Agent or is a Principal of the Sponsor, the Selling Agent or the Managing Agent or is related to the Sponsor, the Selling Agent or the Managing Agent or to any Principal of the Sponsor or the Selling Agent or the Managing Agent by blood, marriage or adoption or as a business associate, an employee, a shareholder or a limited partner; except that such a Purchaser other than the Sponsor or a Principal of the Sponsor may be included if the Sponsor has submitted proof satisfactory to the Department of Law establishing that the Purchaser is bona fide.

Further, prior to declaring the Plan effective, the Sponsor has the option not to close title to the Homes and to abandon the Plan at any time, if less than eighty (80%) percent in number of the Homes offered hereby are sold and title to any Home has not been conveyed. In the event Sponsor exercises such option, it shall forthwith return to the Purchaser all monies paid with interest, if any, within ten (10) days of the abandonment of the Plan. When Purchase Agreements for eighty (80%) percent of the Homes have been entered into, the Sponsor must declare the Plan effective (16 x 80% = 13 Homes).

Once the Plan has been declared effective, it may not be abandoned except for (i) a defect in title which cannot be cured for less than ½% of the total amount of the offering or (ii) substantial damage or destruction of the buildings by fire or other casualty which cannot be cured for less than ½% of the total offering as above, or (iii) the taking of any material portion of the property by condemnation or eminent domain. Any stated dollar

amount relied upon as basis for abandonment after effectiveness will exclude all attorneys' fees as well as any such title defects or determinations of any authority or regulatory association which exist on the date of presentation of the Plan and are either known to the Sponsor or are a matter of public record. In the event Sponsor abandons the Plan, it shall do so by means of a filed amendment to the Plan. If Sponsor decides to abandon the Plan before declaring the Plan effective, Sponsor will file an amendment disclosing such abandonment and file a RS-3 Form with the Department of Law. If Sponsor abandons the Offering Plan, Purchaser's deposits will be returned within five (5) days of the acceptance for filing by the Attorney General's Office of an amendment disclosing the abandonment of the Offering Plan.

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XIV. TERMS OF SALE

After the Plan has been declared effective, the Sponsor will fix a date for the Closing of Title to all Homes 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. Notice will be sent to all Purchasers who have executed and delivered Purchase Agreements to the Sponsor and whose Purchase Agreements are then in effect by (i) personal delivery; or (ii) mailing by regular mail or registered or certified mail with or without return receipt requested, addressed to the Purchasers at the last know residence of such Purchaser or, if the Purchaser has provided written information of an alternative address for notices, addressed to the Purchaser at the alternative address. If Sponsor has no information of the last known residence address but has written information of the place of business or employment of such Purchaser, the mailing shall be addressed to such last business or employment address. Said notice will also include notice of the obligation to pay the balance of the purchase price.

Such notice will be served no less than thirty (30) days before the date set for the Closing of the Homes. Sponsor may permit Purchasers to waive the thirty (30) day provision by a written waiver. A form for such waiver of the thirty (30) day notice is contained as Schedule D-3 to the Offering Plan.

On the Closing Date fee title to the Home will be conveyed to the Purchaser together with the Home's undivided interest in the Common Elements. The Closing of Title to the first Homes are expected to commence by approximately November 1, 2025. Such Closing, however, will only take place after or simultaneously with the happening of the following events:

1. The delivery to the Homeowner of a Bargain and Sale Deed with covenants against grantor's acts. A copy of the form of the Deed is set forth as Schedule F, in Part II of the Plan.

2. The Sponsor's repair of any damage from a casualty or other cause that occurs before the Closing of Purchaser's Home.

3. The issuance of a permanent Certificate of Occupancy to the Home or Building in which the Home is located and any other necessary permits. In the event the Village of Lynbrook revises its requirements to permit a Home to close title with a temporary certificate of occupancy, the Sponsor will amend the Offering Plan to disclose that the Sponsor will have the right to close title with a temporary certificate of occupancy and will further disclose Sponsor's obligations regarding the renewal of the temporary certificate of occupancy and obtaining a permanent certificate of occupancy.

4. Each Purchaser will be free to obtain title insurance from a title insurance company of their choice. If so requested by the Purchaser, Advantage Title, 201 Old Country Road, Suite 200, Melville, New York 11747 as agent for a

title insurance company licensed to do business in New York State shall agree to insure that such Purchaser has good and marketable fee title in the Home and common elements, free and clear of all liens, encumbrances and title exceptions, except those set forth in this Section XIV of the Offering Plan, the Deed, and subject to the provisions of the Declaration of Condominium and By-Laws and any mortgage executed by the Purchaser and that the Condominium was validly formed pursuant to Article 9-B of the Real Property Law.

5. All articles of personal property, fixtures and equipment as set forth in the Offering Plan for the Home being purchased are to be included in the sale of such Home.

6. All personal property located within the Common Elements on the date the Declaration of Condominium is filed, that is owned by the Sponsor or the owner of the property, is included as part of the Common Elements, except personal property and equipment that is being utilized by the Sponsor towards construction of the Condominium and unless specifically excepted elsewhere in the Offering Plan.

7. The Declaration of Condominium, By-Laws, floor plans and engineers and tax authority certification required by Section 339-p of Article 9-B of the Real Property Law of the State of New York shall be recorded or filed as required by law in the Nassau County Clerk's Office.

8. The Home and its undivided interest in the Common Elements shall not be subject to the lien of any mortgage at the time of Closing except any mortgage requested by the Purchaser at the time of Closing representing a purchase money mortgage or mortgages taken by the Purchaser.

9. In the event Sponsor takes out a mortgage on the property or any mortgages or construction loans that are not satisfied at or prior to the closing of the first Home, at the time of conveyance of the first Home, 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 Home being conveyed and its interest in the common elements.

10. The Sponsor will give each Purchaser who has entered into a Purchase Agreement not less than thirty (30) days' prior written notice of the date,

time and place for the transfer of title to their Home unless a Purchaser waives such thirty (30) days' notice. A form for such waiver of the thirty (30) day notice is contained as Schedule D-3 to the Plan.

11. The filing of an amendment to the Offering Plan disclosing that the Plan has been declared effective and that the terms of this Section will be met, that the Homes to be closed have been constructed in accordance with the plans and specifications filed with the Village of Lynbrook and that the Sponsor has complied with the requirements of this Section.

12. Purchaser shall receive any manufacturers' warranty certificates with respect to equipment and appliances installed in the Home and Sponsor shall assign any warranties with respect to equipment and appliances installed in Common Elements to the Board of Managers.

13. Each Purchaser shall execute the Power of Attorney in the form contained in Schedule E of the Offering Plan which will designate the Board of Managers (the "Board of Managers") of the Condominium and/or the Sponsor and their successors, designees and/or assigns, their true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in their name and on their behalf for the following actions:

    a. To the Board of Managers to acquire or lease any Home, together with its Common Interest whose Homeowner desires to sell, convey, transfer, assign, lease or surrender the same, or which becomes the subject of a foreclosure or other similar sale, on such terms and at such price or rental, as the case may be, as the attorneys-in-fact deem proper, in the name of the Board of Managers or its designee, corporate or otherwise, on behalf of all Homeowners, and after any such acquisition or leasing, to convey, sell lease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Home so acquired, or to sublease any Home so leased without the necessity of further authorization by the Homeowners, on such terms as the attorneys-in-fact may determine.

    b. To the Board of Managers the right to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to the Homes, including retaining counsel and taking any other action which the Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of New York State, Nassau County, the Village of Lynbrook, or any other local agency or public authority, applicable to the maintenance of the Building or the Property, respectively or any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Property which the Board or Managers deems necessary or appropriate.

c. To Sponsor, its successors, assigns and/or designees the right to amend the Condominium Declaration and Condominium By-Laws and to effectuate the rights granted to Sponsor its successors, assigns and designees and Homeowners under the Declaration and By-Laws as set forth in Article Tenth of the Declaration and Article X of the By-Laws.

d. To the Board of Managers to nominate, designate, constitute and appoint the Members of the Board of Managers of the Condominium and their successors, jointly, their true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in their name and on their behalf, the right to act in their behalf to take any and all action necessary against any tenant(s) that may be residing in a Homeowner's Home including but not limited to, the right to seek an eviction in a court of law for failure to adhere to any of the provisions of the Declaration of Condominium, By-Laws and/or Rules and Regulations of the Condominium.

e. To the Board of Managers, its successors, designees and/or assigns to amend the Declaration and the By-Laws for the purposes set forth in Article Tenth of the Declaration and Article X of the By-Laws for the purposes set forth therein.

f. To the Board of Managers of the Condominium and the Sponsor, their successors and/or assigns, to vote at any Homeowners meeting for, and to file an amendment to the Declaration of Condominium permitting the certification by a registered architect or professional engineer, certifying that the floor plans filed as part of an amended Declaration are an accurate copy of portions of the plans of the building and fully and fairly depict the layout, location, designation and approximate dimensions of the Homes, as built.

g. To the Board of Managers and the Sponsor, their successors, assigns and/or designees the right to create any utility easements in, through and upon the Condominium.

h. To the Board of Managers and the Sponsor the right to make changes or revisions to comply with the requests, guidelines and/or requirements of any major participant in the secondary market for mortgages, including but not limited to the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Federal Housing Association ("FHA") of the Housing and Urban Development ("HUD"), the Veterans Administration ("VA") and/or any State or Local Funding Agencies.

Title to the Home will be subject to the following:

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 Home 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 of Condominium, 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, including:

   (a) Easements in favor of the Owners of other Homes to use the pipes, wires, conduits, cable television, and public utility lines located in the Common Elements or in the Home itself servicing such other Homes and/or the Common Elements.

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

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

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

5. Any additional declarations, covenants, restrictions, reservations, 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 the Home 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 Home.

If any existing mortgages or construction loans will not be satisfied at or prior to the Closing of the first Home then at the time of conveyance of the first Home each mortgagee will either:

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

(ii) subordinate the lien of its mortgage to the Declaration of Condominium; or

(iii) release its lien on the Condominium Home being conveyed and its interest in the Common Elements.

The risk of loss or damage to the Home by fire or any other cause until delivery of the deed is assumed by the Sponsor. In the event a substantial portion of the Home or Condominium shall be destroyed or damaged prior to Closing, Sponsor shall be entitled to cancel the Purchase Contract by written notice to the Purchaser, together with a check in the amount of the Deposit paid by Purchaser, with interest, if any and any Extras paid by Purchaser. The parties shall thereafter be released from any further liability. In the event a Purchaser takes actual possession prior to Closing, said Purchaser will assume the risk of losses not covered by insurance upon production of the policy by the Sponsor to the Purchaser which provides that actions of interim lessees are not covered under the then existing policy. If Purchaser is or becomes the occupant or tenant of the Home prior to Closing, then, as of the date of Purchaser's occupancy, Purchaser shall be responsible for any and all damage caused by any acts or omissions of Purchaser, or Purchaser's agents, employees, invitees, or family members. If any part of the Home is damaged or destroyed by any casualty prior to Closing, Sponsor will have the option to restore the Home to its previous condition as soon as reasonably possible. The additional time required to restore a damaged Home will not affect the outside date for the Closing of Title set forth in the Purchase Contract without the consent of the Purchaser. Sponsor agrees to notify Purchaser of Sponsor's decision within ten (10) business days of the date of such casualty. In the event Sponsor elects not to restore the Home, then the Purchase Contract will terminate, and the Purchaser will receive a full refund of all monies paid to Sponsor. The Purchaser and Sponsor shall thereafter be released from any further liability.

XV. CLOSING COSTS AND ADJUSTMENTS

The estimated Closing Costs and expenses to be borne by each Purchaser are as follows:

1. Fee title insurance is available through Advantage Title, 201 Old Country Road, Suite 200, Melville, New York 11747, as agent for a title company licensed to do business in the State of New York. The estimated rate of fee title insurance is $10.06 per thousand for the first $50,000 of fee title insurance, approximately $5.43 for each additional $1,000 of insurance up to $100,000, approximately $4.36 per thousand for each additional $1,000 up to $500,000 and approximately $3.98 per thousand for each additional $1,000 up to $1,000,000.

2. Mortgage title insurance at the estimated rates of $8.56 per thousand for the first $50,000 of mortgage title insurance, approximately $4.54 for each additional $1,000 of mortgage title insurance up to $100,000, $3.64 per thousand for each additional $1,000 up to $500,000 and approximately $3.31 per thousand for each additional $1,000 up to $1,000,000.

3. When Mortgage title insurance is purchased simultaneously with fee title insurance, and the loan amount to be insured does not exceed the purchase price, the rate for the Mortgage title insurance will be thirty (30%) percent of the rate described in (2) above.

4. Purchasers should anticipate additional fees for miscellaneous expenses including various searches and endorsements. Purchasers should refer to the example of costs below as to estimated costs for these additional fees.

5. Advantage Title's fees are consistent with New York State approved title insurance and endorsement rates.

6. Each Purchaser will be free to obtain title insurance from a title insurance company other than Advantage Title. Sponsor, however, makes no representation or warranty as to cost, terms or availability of such other title insurance.

7. Purchasers will be responsible for recording fees for the recording of the deed, power of attorney and mortgage (if applicable). Purchasers should refer to the example of costs below as to estimated costs for these additional costs.

8. In the event the Purchaser shall obtain a purchase money first mortgage, Purchaser shall pay recording fees for the mortgage of approximately $75 and mortgage tax of three-quarters (¾) of one (1%) percent of the full amount of the mortgage requested by Purchaser up to $10,000 and 1.05%

of the amount of the mortgage over $10,000. See below for an example of said costs. In addition, the Purchaser will be required to pay any mortgage origination fees, bank credit and appraisal fees, lending institution's attorney fees and other expenses that the lending institution may charge incident to the making of the permanent loan. Each lending institution may charge a different amount for these items and Purchasers are advised to check with the individual lending institution to ascertain the estimated costs of these items. A portion of the mortgage recording tax set forth above will be computed in accordance with Section 339-ee subsection 2, of the New York Condominium Act, and shall be paid to the Sponsor in reimbursement of mortgage recording taxes which the Sponsor will have previously paid in connection with existing mortgage on the property. There will be no mortgage closing costs pursuant to this paragraph 8 on Homes which are not covered by mortgages.

9. New York State Real Estate Transfer Taxes at the rate of $2.00 per $500 of consideration. Pursuant to Section 1404(a) of the Tax Law of the State of New York, as amended on July 1, 2021, where the New York State Real Estate Transfer Tax is paid by the Purchaser pursuant to contractual agreement, such tax will be excluded from the total calculation of consideration of the Purchase Price of a Home.

10. The equivalent of two (2) months' Common Charges to be paid to the Condominium as initial Working Capital.

11. Each Purchaser shall pay its pro-rata share of the total insurance for the Condominium for the then current year of operation to Sponsor based upon the Home's percentage of Common Interest.

12. Each Purchaser shall pay a survey fee, water tap fee, and sewer tap fee as indicated in the following example.

13. If there are any existing mortgages or construction loans that will not be satisfied at or prior to the Closing of the first Home then at the time of conveyance of the first Home, each mortgagee will either:

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

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

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

As an example, a Purchaser of a Home in which the purchase price is $629,999 and who procures a first mortgage in the amount of $504,000 will pay the following approximate closing costs based upon a bulk simultaneous fee and mortgage title policy:

Owners Policy and Endorsements	
Fee Title Insurance:	$ 2,451
Loan Policy and Endorsements	
Mortgage Insurance:	$ 605
Residential Mortgage:	$ 50
TIRSA-8.1 Environmental Lien:	$ 50
Waiver of Arbitration:	$ 50
TIRSA-4 Condominium:	$ 50
Miscellaneous Charges	
Municipals:	$ 445
Bankruptcy Search:	$ 100
Patriot Search:	$ 100
Escrow Service Fee:	$ 50
Estimated Sales Tax:	$ 45
State and Local Taxes	
Mortgage Tax:	$ 4,002
Conveying Tax:	$ 2,532
Recording Fees	
Record Mortgage (up to 20 pgs + $5 per addl. pg.)	$ 875
Record Deed (up to 3 pgs + $5 per addl. pg.)	$ 920
Condo P.O.A.:	$ 335
Additional Expenses:	
Condominium Working Capital:	$ 1,274
Pro-Rata Share of Condominium Insurance:	$ 2,000
Survey Fee:	$ 750
Water Tap Fee:	$ 750
Sewer Tap Fee:	$ 850
Lender Attorney Fees for Release,	$ 750
Termination, UCC-3	$ 250
Sponsor title Closer	$ 408
Lender's Mortgage Questionnaire	$ 100
Tax Map Verification Fee:	$ 270
Sponsor Attorney Fees for Preparation of Documents:	$ 2,500
TOTAL:	$22,562

The above fees are subject to change and may be higher or lower than provided above and will be determined based upon said closing costs at the time of the closing of each individual Home.

In addition, if a Closing takes place, at the request of Purchaser, at any location other than at the offices of Certilman Balin Adler & Hyman, 90 Merrick Avenue, East Meadow, New York 11554, Purchaser shall pay to Sponsor's attorney a travel fee in the sum of $750.

In the event a Closing is adjourned with Sponsor's consent, at the request of Purchaser or Purchaser's attorney within forty-eight (48) hours of the scheduled time of Closing, Purchaser shall also pay Sponsor's attorney and adjournment fee in the sum of $750.

In the event the Homes have not been separately assessed for real estate tax purposes prior to the Closing of Title to the first Home, Sponsor may place in escrow, in the name of the Board of Managers, an amount equal to the unpaid real estate taxes which will be levied against the Homes in the Condominium for the six (6) month period following the first Closing. Thereafter, at each Closing during said period, each Purchaser will reimburse the Sponsor for the pro-rata amount paid on behalf of said Home. In the event the actual assessment is greater than the amount adjusted, Purchaser agrees to reimburse Sponsor after the Closing to the extent of the actual assessment. In the event the actual assessment is less than the amount adjusted, Sponsor agrees to reimburse the Purchaser after the Closing to the extent of the actual assessment.

Alternatively, the Sponsor may place in escrow, in the name of Board of Managers, an amount equal to the real estate taxes attributable to the unsold Homes for such six (6) month period and may collect at each Closing the estimated amount of taxes attributable to such Home for the balance of the six (6) month period. The Board of Managers will pay the real estate taxes from the escrow account when taxes are due and payable. After the Homes are separately assessed, the funder of the escrow account will be reimbursed for any overpayment of taxes or assessed for an underpayment.

If through no fault of Sponsor, Purchaser fails for any reason to Close Title after the date originally scheduled in Sponsor's Notice of Closing or such later date (if applicable) to which Sponsor in a subsequent Notice for Closing adjourned the Closing, all of the aforementioned apportionments shall be made as of midnight of the day preceding (i) the date originally scheduled for Closing or (ii) Sponsor's adjourned Closing Date (as the case may be). In addition, Purchaser shall pay to Sponsor at or prior to the actual Closing an amount equal to .0438% per day (which equals an annual rate of 16%) of the purchase price for the Home for each day beyond such originally scheduled or Sponsor adjourned Closing Date, to and including the date of actual Closing, for reimbursement and defrayal of Sponsor's carrying costs and other charges.

The fee title policy premiums, costs and the recording charges set forth above are estimates based on the rates in effect as of the date of this Offering Plan. If said

premiums, charges or rates are subsequently revised by the title company, the State, or Municipality, each Purchaser shall be required to pay the title policy premiums, recording charges and Closing Costs in effect as of the date of the Closing of Title to their Home.

The Sponsor anticipates that the only items which will be apportioned at the Closing of Title to Homes will be real estate taxes and sewer charges, if any, and Common Charges, if they have been declared by the Board of Managers. The adjustments will be made as of 11:59 P.M. on the day preceding the closing date. In the event there are any other items which are to be apportioned at Closing, said items will be adjusted at the Closing. The Sponsor will advise the Purchaser of the Closing Date by giving the Purchaser written notice as stated in Section XIII of the Offering Plan.

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XVI. RIGHTS AND OBLIGATIONS OF THE SPONSOR

No bond or other security has been furnished to secure performance of the following obligations. All obligations pertaining to the Common Elements shall only be enforceable by the Board of Managers of the Condominium on behalf of the Homeowners and not by the individual Homeowners.

During the time the principals of the Sponsor control the Board or Managers it is within their sole power to enforce the obligations of the Sponsor pertaining to the Common Elements of the Condominium. Sponsor is obligated to perform the following:

1. Although Sponsor will endeavor in good faith to sell the Homes in the Condominium, Sponsor will retain the unconditional right to rent rather than sell the Homes. As a result, since Sponsor is retaining the unconditional right to rent rather than sell the Homes after the Consummation of the Offering Plan, this Plan may result in the creation of a condominium in which a majority of the Homes are not owned by owner-occupants or investors who are unrelated to the Sponsor and Purchasers for their own occupancy may never gain control of the Board of Managers under the terms of the Offering Plan. Due to the fact Sponsor is not limiting the conditions under which it will rent rather than sell the Homes, under such circumstances, there would be no commitment to sell more Homes than the fifteen (15%) percent of the Homes being offered for sale excluding units of an ancillary nature (15% x 16 = 3 Homes) necessary to declare the plan effective and owner-occupants may never gain effective control and management of the Condominium, in such an event. Sponsor shall not rent a Home in the Condominium prior to Consummation of the Plan as defined in Title 13 NYCRR § 20.1(c)(6). See Section XIV of the Offering Plan. See Section X as to Sponsor's rights to enter into an Interim Lease with a Purchaser who simultaneously enters into a Purchase Agreement for a Home.

2. The Sponsor has an obligation to defend any suits or proceedings arising out of Sponsor's acts or omissions and to indemnify the Board of Managers and Homeowners.

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

4. Until title to a Home is passed to a Purchaser, the Sponsor will pay such Common Charges, Special Assessments and real estate taxes, as are assessed by the Board of Managers of the Condominium to the extent obligated within the terms of this Offering Plan and the municipality on Homes, whether built or unbuilt, to which title has not passed. Once title is passed to a Purchaser the Purchaser shall be solely responsible for all Common Charges, Special Assessments, real estate taxes and all other

costs applicable to the Home, as are assessed by the Board of Managers of the Condominium and the municipality. No bond or other security has been posted to secure such obligations. Sponsor will fund its financial obligations to the Condominium from the income derived from the sale of Homes and Sponsor's assets and working capital, which are currently sufficient to meet Sponsor's obligations under the Offering Plan. Sponsor presently has the resources to fund such obligations.

5. The risk of loss or damage to the Home by fire or any other cause until delivery of the deed is assumed by the Sponsor. In the event a substantial portion of the Home or Condominium shall be destroyed or damaged prior to Closing, Sponsor shall be entitled to cancel the Purchase Agreement by written notice to the Purchaser, together with a check in the amount of the Deposit paid by Purchaser, with interest, if any and any Extras paid by Purchaser. The parties shall thereafter be released from any further liability. In the event a Purchaser takes actual possession prior to Closing, said Purchaser will assume the risk of losses not covered by insurance upon production of the policy by the Sponsor to the Purchaser which provides that actions of interim lessees are not covered under the then existing policy. If Purchaser is or becomes the occupant or tenant (if rentals are permitted) of the Home prior to Closing, then, as of the date of Purchaser's occupancy, Purchaser shall be responsible for any and all damage caused by any acts or omissions of Purchaser, or Purchaser's agents, employees, invitees, or family members. If any part of the Home is damaged or destroyed by any casualty prior to Closing, Sponsor will have the option to restore the Home to its previous condition as soon as reasonably possible. The additional time required to restore a damaged Home will not affect the outside date for the Closing of Title set forth in the Purchase Contract without the consent of the Purchaser. Purchaser will not have any right to reject a damaged Home if no additional time for repair is required beyond the initial Closing Date. Sponsor agrees to notify Purchaser of Sponsor's decision within ten (10) business days of the date of such casualty. In the event Sponsor elects not to restore the Home, then the Purchase Agreement will terminate, and the Purchaser will receive a full refund of all monies paid to Sponsor. The Purchaser and Sponsor shall thereafter be released from any further liability. In the event a Purchaser does not consent to any additional time to repair the Home the Purchaser will be in default of the Purchase Contract and the Sponsor will have the right to send Purchaser a written notice of default giving Purchaser thirty (30) days from the date of such notice to cure any such default. Time is of the Essence for Purchaser to cure such default within such thirty (30) day period. In the event the default is not timely cured, the Purchase Contract, at Sponsor's option, shall be deemed cancelled and Sponsor shall retain as liquidated damages, all amounts paid by Purchaser (including upgrades and extras) and the Home may be sold by Sponsor without any accounting to Purchaser.

6. Sponsor will initially procure fire and casualty insurance for the Condominium on the terms set forth in the budget. In the event there is insufficient funds in the Condominium to pay for such insurance, Sponsor may lend the Condominium such funds and will be repaid out of subsequent Common Charges collected and the Working Capital Fund. No Board or Homeowner approval is required to make such loan.

7. In the event of the dissolution or liquidation of the Sponsor or the transfer of ten (10) or more Homes, the principals of the Sponsor will provide financially responsible entities or individuals who will assume the status and all the obligations of the Sponsor for those Homes under the Offering Plan, applicable laws or regulations.

8. Sponsor has received a Loan from the Lender which will enable Sponsor to construct the Condominium. The Sponsor will be obligated to pay off and otherwise comply with the terms of any mortgage on Sponsor's interest in the Homes in the Condominium. After the recording of the Declaration and before the Closing of Title to the first Home, any mortgage will be satisfied, or released, or subdivided, extended, and consolidated with the individual permanent mortgages which will be placed on the Homes of those Purchasers obtaining a mortgage. Any mortgage tax savings as a result of any assignment of a mortgage or pursuant to law shall inure to the benefit of the Sponsor. Sponsor may, but is not obligated, to request that a Purchaser's lender take an assignment of Sponsor's mortgage loan for the purpose of obtaining the mortgage tax credit. In addition, before the Closing of Title to the first Home, all liens and mortgages affecting the Condominium shall be paid and satisfied or the Home being conveyed, and its appurtenant Common Interest shall be released therefrom by partial release duly recorded. The Sponsor's Loan provides that each Home will be released from the lien of the Loan at each Closing upon the payment to the lender of a release price. The Loan will not have any limitations or requirements that provide when Sponsor may rent rather than sell.

9. The Sponsor will diligently, expeditiously and at its own cost, complete construction of the Condominium substantially in accordance with the plans and specifications described herein and will diligently perform all of its obligations set forth in this Offering Plan and will deliver to the Board of Managers a copy of the "as built" plans filed with the recording of the Declaration of Condominium or any amendment thereto, and in addition, will provide the Board with a full set of building plans filed with the local municipality together with any "field changes" made during the course of construction. Although the Sponsor intends to use the materials, fixtures, appliances and equipment described herein and in the building plans, the Sponsor reserves the right to substitute materials, fixtures, appliances and equipment of equal or better quality or design for any of those set forth. Sponsor reserves the right to change the size, number and location of the

Buildings and other improvements or Common Elements, provided such changes do not change or adversely affect the value or percentage of Common Interest of any Home to which title has passed or for which a Purchase Agreement has been executed and is in effect unless all affected Homeowners and Purchasers consent in writing to such a change. Sponsor further reserves the right to determine the exterior color and design of any building, landscaping, grading and design of all plots and dwellings to fit into the general pattern of the Condominium; determine elevation and location of foundations (including reversal of Home layout), walks, driveways, garage door entries, and streets to conform with topographical conditions; determine the location and type of Home to be constructed in a particular building; fix the location and setbacks of all Buildings; determine the ultimate Home type mix to be constructed in the Condominium; determine whether existing trees, shrubs and other plant life are to be removed; add or remove retaining walls on the lots or Common Elements where required by grade conditions; determine the location of electric, gas and water meters, electric transformers, air conditioning compressors, speed bumps, hose bibs, mailboxes, parking spaces, refuse dumpsters and leaders and gutters; determine the size of rear patios and/or balconies to be constructed on a particular Home; vary the number of steps into a house from front, rear and garage due to topographical conditions; relocate parking spaces; and make any other changes required by the Village of Lynbrook.

10. The Sponsor will obtain a permanent Certificate of Occupancy, New York Board of Fire Underwriters Certificate, and any other certificate or permit required by law for the Home before the Closing of Title to a Home and will, at its own cost, perform any work and supply any materials necessary to obtain the Certificates or permits. Notwithstanding that it is currently the practice of the Village of Lynbrook to issue permanent certificates of occupancy at the time a Purchaser closes on a Home, in the event the Village of Lynbrook revises its requirements to permit an Home to close title with a temporary certificate of occupancy the Sponsor will amend the Offering Plan to disclose that the Sponsor will have the right to close title with a temporary certificate of occupancy and will further disclose Sponsor's obligations regarding the renewal of the temporary certificate of occupancy and in obtaining a permanent certificate of occupancy. The Closing of Title to the first Home and issuance of a permanent certificate of occupancy for the first Home is expected to occur on or about November 1, 2025, subject to unforeseen circumstances beyond Sponsor's control such as weather conditions, labor strikes, material shortages, acts of God and anticipated rate of sales.

11. This Condominium is subject to the New York State Housing Merchant Implied Warranty Law, Article 36-B of the General Business Law, which pertains to warranties on the sale of certain new Homes. A copy of Article 36-B of the General Business Law is included in Part II of the Offering Plan as Schedule I. This law is applicable to all Homes offered for sale under this

Plan. Pursuant to the terms of this law, the Sponsor is giving a limited warranty to Purchasers which excludes specific warranties and provides for a more limited warranty on certain items ("Limited Warranty"). The limitations contained in the Limited Warranty are noted as follows: the Limited Warranty provides coverage for the first Home Buyer only; Sponsor's liability is limited to fifty thousand ($50,000) dollars less any insurance proceeds received by Purchaser; incidental, special, indirect consequential or other similar damages are excluded; and detailed procedures must be followed for giving notice of a warranty claim to Sponsor, and for commencing a lawsuit against Sponsor. The Limited Warranty provides the following coverages for the Homes:

FIRST YEAR BASIC COVERAGE: for one year from the Effective Date of the Warranty (as shown on page 1 thereon), the Home will be free from latent defects that constitute:

(a) defective workmanship by the Sponsor, or an agent, employee or subcontractor of the Sponsor;

(b) defective materials furnished by the Sponsor, or an agent, employee or subcontractor of the Sponsor;

(c) defective design, provided by an architect, engineer, surveyor, or other design professional retained exclusively by the Sponsor; or

(d) defective installation of appliances sold as part of the Home by the Sponsor or an agent, employee or subcontractor of the Sponsor.

TWO YEAR MAJOR SYSTEM COVERAGE: for two years from the Effective Date of the Warranty, the plumbing, electrical, heating, cooling and ventilation systems of the Home which have been installed by the Sponsor are warranted to be free from latent defects resulting from defective installation by the Sponsor.

SIX YEAR MAJOR STRUCTURAL DEFECT COVERAGE: for six (6) years from the Effective Date of the Warranty, the Home will be free from latent major structural Defects that result from:

(a) defective workmanship by the Sponsor, or an agent, employee or subcontractor of the Sponsor;

(b) defective materials furnished by the Sponsor, or an agent, employee or subcontractor of the Sponsor; or

(c) defective design, provided by an architect, engineer, surveyor, or other design professional retained exclusively by the Sponsor.

As permitted in Article 36-B of the General Business Law, the Sponsor excludes the specific warranties set forth in Article 36-B of the General Business Law, and all other warranties, express or implied, and instead is providing each Purchaser with the Limited Warranty. See the complete terms of the Limited Warranty contained in the Rider to the Purchase Agreement set forth in Schedule D-5 and Article 36-B of the General Business Law set forth in Schedule I.

To the extent any coverage under the warranty applies to the Common Elements of the Condominium such coverage shall be deemed given to the Board of Managers of the Condominium.

Regarding the Common Elements of the Condominium that are not part of a Home and not covered by Article 36-B of the General Business Law, including but not limited to any portion of the Common Elements located outside any structure containing a Home, the Sponsor will correct any defects in the construction of the Common Elements or in the installation or operation of any mechanical equipment therein, due to improper workmanship or material substantially at variance with this Offering Plan provided and on condition that Sponsor is notified of or becomes aware of such defect(s) within twelve (12) months from the date of substantial completion of the alleged defective Common Element. Substantial completion shall mean that the Common Element is functional for its intended use. The quality of construction shall be comparable to local standards customary in the particular trade and in accordance with the plans and specifications. In no event will Sponsor be responsible for any condition in the Common Elements resulting from (i) normal wear and tear or natural deterioration or from the normal movement, settlement and/or shrinkage of a Building and/or Building materials; (ii) defects of an insubstantial nature, such as, without limitation, partial or total loss of any trees, shrubs, bushes or other landscape improvements that may abut a Building, nail pops, protruding dry wall fastenings, ridging on gypsum board, lumber shrinkage, door or window sticking, door warpage including, without limitation, warpage of the main entrance door within reasonable tolerances of doors of similar size and weight, scratches in plastic laminate, vitreous china, natural stone, wood, stainless steel or porcelain surfaces; bathroom finish grouting; adjustment of doors; walls not square; electrical plates not straight; discoloration or shrinkage; slight separation between base and floors; (iii) normal settlement and deflection or any consequential damage resulting therefrom including, without limitation, cracks in roof ballast, or concrete cracks which do not reduce the structural integrity of the Building; (iv) deviations in the level of ceilings, and imperfections in ceiling finishes in the Common Elements; (v) imperfections in painting finishes in the Common Elements; (vi) deviations in the level of a floor or failure of finished floors and walls to be straight or on plane or at less than 90º from each other in

the Common Elements; (vii) alignment of bathroom finishes and variation in grouting thickness; (viii) air infiltration and water infiltration from windows in accordance with customary practice and professional standards in the Common Elements; (ix) noise from normal plumbing, and HVAC system; (x) normal floor noises and creaking; (xi) carpet or floor discoloring or stretching; (xii) scratches and imperfections or variations in width, length, thickness, finish or color range of wood floor strips or other flooring or floor finishes, also, normal shrinkage or expansion of wood flooring due to changes in moisture content of wood; (xiii) repair of chips, scratches, mars, breaks, dents, cracks or other defects in: exterior stone; windows, window glass, frames and hardware; insulation attached to the curtain wall; sliding glass doors, frames, door glass and hardware; louvers; shower doors; lighting fixtures, lenses, baffles and globes; all painted surfaces; all sinks, tubs, basins, water closets; kitchen cabinets, back splashes and countertops; vanity tops and cabinets; all tile or natural stone floors and walls; saddles; all appliances; woodwork, millwork and doors; mirrors, paint touch-ups, repair of dented appliances, or replacement of light bulbs; (xiv) cracks or variations in tone or color of natural stone or variations in tone or color of vanity tops or variations in veining or any other natural stone surfaces; (xv) leaching or color variation in color mortar and colored brick, and dimensional variations in brick joints, and mortar droppings on bricks; (xvi) ponding and/or controlled drainage on the roof surface; (xvii) cracks in pressure-treated lumber used or intended for use outside a Building; (xviii) cracks or discoloration in concrete and/or paving; (xix) discoloration to hardware and plumbing finishes; (xx) stains, runs, lumps, shags or imperfections in weave in fabric panels; (xxi) scratched, dirty or cracked lenses in light fixtures; or (xxii) terrace tiles not laid flat, or color variation in tiles or mortar, or stained tiles; (xxiii) salting or color variation in exterior colored mortar and deep colored brick; (xxiv) damage to walkways or other concrete areas caused by the application of salt or deicers; normal settlement cracks on rear patios, sidewalks, other flat work; (xxv) rear patios, balconies, sidewalks, basement leaks, resulting from acts of God or alteration of landscaping or grading (whether performed by the Condominium or Homeowner); (xxvi) drainage problems as a result of poor soil or as a result of alteration of landscaping or grading (whether performed by the Condominium or Homeowner); (xxvii) leakage resulting from “ice dams” forming on roofs, spilling or flaking of concrete surface if ice melting compounds have been used; (xxviii) shading variations of the exterior siding staining (on the face surface or grooves), and (xxix) shading variations on fascias from staining. Sponsor will be obligated to repair only abnormally chipped stone, formica and porcelain surfaces, which repair will be made by filling the stone or formica or refinishing the porcelain, but Sponsor will not be obligated to replace such stone, formica or porcelain surfaces. THE ITEMS AND CONDITIONS DESCRIBED IN THIS PARAGRAPH ARE NOT DEFECTS AND MAY BE FOUND IN ANY NEWLY CONSTRUCTED BUILDING. PURCHASERS WHO PURCHASE A HOME IN THE

BUILDING OR IN ANY OTHER NEWLY CONSTRUCTED BUILDING MAY EXPERIENCE SOME OR ALL OF THESE ITEMS AND CONDITIONS IN THEIR HOME, THE COMMON ELEMENTS OR ELSEWHERE IN THE BUILDING. SPONSOR HAS NO OBLIGATION TO CORRECT OR REPAIR ANY OF THESE ITEMS AND CONDITIONS AND WILL NOT BE LIABLE TO ANY PURCHASER OR THE BOARD OF MANAGERS THEREOF. IF PURCHASERS OR THE BOARD OF MANAGERS DESIRES TO CORRECT OR REPAIR ANY OF THESE ITEMS OR CONDITIONS, TO THE EXTENT THEY CAN BE CORRECTED OR REPAIRED, THEY WILL HAVE TO PROCEED AT THEIR SOLE COST AND EXPENSE BY THEMSELVES AND/OR UNDER ANY WARRANTIES OR UNDERTAKINGS ASSIGNED TO THEM BY SPONSOR.

The Sponsor has no obligation to make any repair to the Common Elements except as expressly set forth in the Offering Plan.

Sponsor will not be obligated to correct and will not be liable to any Purchaser as a result of (i) any insubstantial variations from the Plans and Specifications or the description of any portion of the Building or a Home set forth in the Plan or (ii) variations from the Plans and Specifications or the description of any portion of the Home or a Home set forth in the Plan which are neither in violation of applicable building codes, nor require the approval of any governmental authority having jurisdiction, provided such variations are of substantially similar or better quality than as set forth in the Plans and Specifications or description in this Plan. Any such variation affecting the Property which is material will be disclosed in a duly filed amendment to the Plan.

All personal property located within a Home on the date the Purchase Agreement is executed or that is located within the Common Elements on the date the Declaration of Condominium is filed, that is owned by the Sponsor or other person or entity will be included in the conveyance to Purchaser of their Home or be a part of the Common Elements unless specifically excepted in the Plan, as same may be amended from time to time.

Regardless of any limitations in the warranty or in this Offering Plan, Sponsor is obligated to construct the premises in accordance with all applicable codes and filed plans and specifications. Any conflict between the disclaimers and the Sponsor's obligation to construct the premises in accordance with all applicable codes and filed plans and specifications shall be resolved in favor of the latter.

12. The Sponsor will deliver to the Purchaser and/or the Board of Managers upon the recording of the Declaration of Condominium all manufacturers' and sub-contractors' heating, electrical, plumbing, roofing and appliance

warranties and bonds relating to the Purchaser's Home or the Common Elements respectively, if any, to the extent made by such manufacturers and subcontractors and to the extent such warranties and bonds are assignable.

13. Sponsor will deliver to the Board of Managers a copy of the "as-built" floor plans filed simultaneously with the recording of the Declaration of Condominium.

14. The Sponsor will pay all contractors, subcontractors and material men and all others involved in the construction of the Condominium for work performed and fixtures, material and equipment supplied or installed in the construction of the Condominium and will cause all mechanics' liens arising out of the construction of the Condominium or the furnishing or installation of fixtures or equipment, to be discharged or bonded promptly after the liens are filed.

15. The Sponsor will pay all expenses incurred prior to the establishment of the Condominium and will bear and pay all costs and expenses incurred in connection with the creation of the Condominium whenever such costs or expenses are incurred or in connection with the sale of all of the Homes held or owned by the Sponsor and will pay all selling expenses including, but not limited to, advertising and printing costs, architect fees, and costs of filing this Offering Plan and amendments thereto.

16. The Sponsor reserves the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across the Common Elements of the Condominium for the purpose of completing construction and sale or rental of Homes and facilities in the Condominium and, towards this end, reserves the right to grant and reserve easements and rights-of-way in, through, under, over and across the Common Elements of the Condominium for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, and other utilities and for any other materials or services necessary for the completion of the work. Sponsor also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage lines which may from time to time be in or along the streets and roads or other areas of the Common Elements of the Condominium. Sponsor will be obligated to pay for the cost of any utilities it uses as a result of its use of the easements, licenses, rights and privileges of a right-of-way. Sponsor further reserves the right to continue to use the Common Elements of the Condominium, and any facilities, sales offices, model homes, signs, and parking spaces located on the Common Elements of the Condominium without charge, in its efforts to market Homes and facilities constructed in the Condominium and to use the same for exhibitions or other promotional functions until all Homes in the Condominium are sold. Sponsor will be

obligated to repair any damages to the Common Elements and Homes caused as a result of its use of the easements, licenses, rights and privileges of a right-of-way to complete the Condominium. During the construction period some obstructions, detours, storage of materials and storage of construction equipment will likely occur on the site. Patience and understanding of these conditions will be required of Homeowners. See the Special Risk Section of the Offering Plan.

17. As long as the Sponsor retains control of the Board of Managers, the Board of Managers retains the right to delay the commencement of the collection of Common Charges. 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 required by lenders. 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. Sponsor shall remain obligated to update the budget for the Condominium as provided for in the governing regulations. In the event Sponsor elects to delay collection of Condominium Common Charges, it will disclose such fact in the closing notice to Purchasers and will further disclose such fact in the Post-Closing Amendment to the Offering Plan. Such Amendment will also disclose the anticipated period of delay. Sponsor will notify all Homeowners in writing of the expiration of the delay period at least thirty (30) days prior to commencing collection of Common Charges and will disclose such fact in the following Amendment to the Offering Plan.

18. Pursuant to Section 352-e (9) of the General Business Law, copies of all documents mentioned in this Offering Plan, including without limitation the following, are and will be kept on file at the office of Sponsor set forth on the cover page of this Offering Plan for six (6) years from the date the Declaration of Condominium is recorded for examination by any person who has purchased a condominium interest offered by this Plan or otherwise has participated in this offering: This Offering Plan; the Declaration of Condominium and By-Laws of the Condominium; public liability, fire and casualty policy; and Exhibits submitted to the Department of Law in conjunction with this Plan. A copy of the form of Homeowner's Purchase Agreement is in Schedule D of Part II of the Offering Plan.

19. In accordance with Section 339-p of the Real Property Law, a registered architect or licensed professional engineer shall certify within reasonable tolerances that the floor plans filed with the recording of the Declaration of Condominium are an accurate copy of portions of the plans of the buildings as filed with and approved by the municipal or other governmental subdivision having jurisdiction over the issuance of permits for the construction of buildings.

XVII. CONTROL BY THE SPONSOR

The Sponsor will be entitled to designate all Board Members of the Condominium until all the Homes in the Condominium have been sold and closed ("Sponsor Control Period"). The First Annual Meeting will be held within thirty (30) days subsequent to the Sponsor Control Period. Said period may exceed two (2) years after the Closing of Title to the first Home and will constitute more than 50% of the common interests of the Homes being transferred to Homeowners. Prior to the First Annual Meeting, the initial Board of Managers will consist of three (3) Sponsor appointed Board Members who shall hold office and exercise all powers of the Board of Managers until the First Annual Meeting of the Homeowners. At the First Annual Meeting of the Homeowners called pursuant to Section 9 of Article II of the By-Laws and thereafter, the Board of Managers shall continue to consist of a total of three (3) Homeowner elected Board Members or if the Sponsor still retains an Unsold Home, Sponsor designated Board Members. There is no limit on the period of time it may take Sponsor to convey all the Homes in the Condominium and as a result the Sponsor may control the Board of Managers indefinitely. Notwithstanding the above, the Sponsor shall have the right but not the obligation to voluntarily relinquish control of the Board of Managers prior to the expiration of the Sponsor Control Period.

As a result of the Sponsor having voting control of the Board of Managers during the Sponsor Control Period, Purchasers for their own occupancy may never gain control of the Board of Managers under the terms of this Offering Plan. Purchasers individually, or as a group, may take legal or administrative action to enforce the Sponsor's obligations to the Condominium. However, they will be unable to do so in the name of the Condominium. In addition, the funds utilized for such actions will either need to be obtained by a Special Assessment of all Homeowners excluding the Sponsor or obtained through independent funds of the Homeowners. The Sponsor will also, during this indeterminate period, have control of maintenance, facilities and services to be provided to the Condominium and will determine the Common Expenses to be paid by all Homeowners, including the Sponsor and will also be responsible for the enforcement of the Sponsor's obligations through the Board of Managers. Control of maintenance, facilities and services is subject to the provisions in Schedule B and the footnotes thereto.

Owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed as a result of their different reasons for purchasing, i.e., purchasing as a Home to live in as opposed to purchasing as an investment.

Sponsor Members of the Board of Managers shall be appointed for a one (1) year term. At the expiration of the Sponsor Member terms, if Sponsor is still entitled to nominate Members to the Board of Managers, the Sponsor Members of the Board of Managers shall thereafter continue to be appointed as Members of the Board of Managers for one (1) year terms until the Sponsor is required to relinquish the position or Sponsor voluntarily resigns the position. When the designated Members of the Board of

Managers of the Sponsor are required to relinquish their position on the Board of Managers the Sponsor will call for the First Annual Meeting of the Homeowners as per the provisions of Article II, Section 9 of the By-Laws.

The initial Board Members of the Condominium will consist of William Geier, Jason Genna and Jessica Schaffer, who are principals of the Sponsor. The Sponsor shall retain the right to substitute other persons in the place of the above-named individuals until the resignation of the First Board Member as set forth below. Thereafter the Sponsor shall have the right to substitute Board Members it has appointed as Sponsor so determines. The First Board of Managers will call for the First Annual Meeting of the Homeowners to elect and designate a new Board of Managers within a reasonable period of time after the Sponsor Control Period. At said time the Board will consist of three (3) Board Members. Until such time as the Sponsor relinquishes control of the Board of Managers as provided herein, the Sponsor shall have the right to appoint the Board Members.

Upon the election and designation of a new Board of Managers at the First Annual Meeting, the Board Members of the First Board of Managers will resign. Board Members shall not be compensated for their services. Board Members, other than Sponsor designees, may be removed for cause by an affirmative vote of 66⅔rds of the Homeowners. Sponsor designees can only be removed by the Sponsor. Officers of the Condominium may be removed with or without cause, at any time, by the affirmative vote of a majority of the whole Board of Managers.

Until the Closing of Title to the last Home, the Board of Managers may not, without the Sponsor's prior written consent prior to the transfer of title to the last Home (i) make any additions, alterations or improvements to the Common Elements or to any Home costing cumulatively more than $25,000, the foregoing not to include necessary repairs and maintenance work; 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 in excess of the reserve for contingencies provided in Schedule B; or (iii) hire any employee in addition to the employees referred to in the Plan; or (iv) enter into any contracts not in existence on the date of the first Closing of Title to a Home; or (v) borrow money on behalf of the Condominium; or (vi) reduce the services or maintenance set forth in Schedule B; (vii) charge any Special Assessment for a non-budgeted item unless required by law, municipal agency, emergency or for the health and safety of the condominium; or (viii) increase the Common Charges of the Condominium more than ten (10%) from the prior year's budget, unless documentation is provided to the Sponsor in the nature of a financial statement, bids from contractors or verified increases in utility rates evidencing the need for an increase greater than ten (10%) percent, or (ix) utilize condominium funds or assess the Sponsor for the purpose of commencing a lawsuit against the Sponsor or any of its principals.

As noted above, the Sponsor has the right to retain control over certain expenditures and fiscal actions of the Board of Managers. Notwithstanding said fact, Sponsor may not exercise veto power over expenses described in Schedule B (the proposed first year budget), or over expenses required:

(i) to comply with applicable laws or regulations; or

(ii) to remedy any notice of violation; or

(iii) to remedy any work order by an insurer; or

(iv) necessary for the preservation or safety of the Condominium or for the safety of occupants of the Condominium or required to avoid the suspension of any necessary service to the Condominium.

Sponsor may exercise veto power over expenses described herein, other than those described in the preceding paragraph, for a period ending not more than five (5) years after the Closing of the first Home or whenever the unsold Homes constitute less than twenty-five (25%) percent of the common interest, whichever is sooner.

The above provisions provide that during said period, significant financial decisions of the Board of Managers will be decided by the Sponsor. Examples of such decisions are, in part, the ability to borrow money, as provided in The Condominium Act (Article 9-B of the Real Property Law, §339-jj), for capital improvements.

The detailed provisions for the management of the Condominium are set forth in the By-Laws set forth in Part II of the Offering Plan. The By-Laws contain provisions, among others, dealing with the election of the Board of Managers, and Condominium officers, powers of the Board of Managers, voting rights of Homeowners, assessment of Common Charges, foreclosure of liens for non-payment of Common Charges, management of the Condominium and the use of the Homes. The By-Laws provide that the Condominium shall be governed by the Board of Managers, but that the Board of Managers shall have the right to designate Committees or a Managing Agent to carry out such function.

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XVIII. BOARD OF MANAGERS

The form of the By-Laws and the Declaration of Condominium referred to in the Plan appear in Part II as Schedules J and K.

The following is a summary of certain provisions of the By-Laws and Declaration of Condominium.

Board of Managers

The affairs of the Condominium shall be governed by a Board of Managers. The First Board of Managers shall consist of three (3) Board Members (hereinafter "Board Members") designated by the Sponsor who shall hold office and exercise all powers of the Board of Managers until the First Annual Meeting of the Homeowners. The initial Board Members of the Condominium appointed by the Sponsor will consist of William Geier, Jason Genna and Jessica Schaffer, who are either principals of the Sponsor or affiliated with the Sponsor. The Sponsor shall retain the right to substitute other persons in the place of the above-named individuals until the resignation of the First Board Member as set forth below. Thereafter the Sponsor shall have the right to substitute Board Members it has appointed as Sponsor so determines. Until succeeded by the Board Members elected at the First Annual Meeting of Homeowners, Board Members need not be Homeowners; thereafter, all Board Members shall be Homeowners, other than designees or nominees of the Sponsor. The Board Members shall be elected by the Homeowners and/or designated by the Sponsor at the Annual Meeting of the Homeowners. Unless called for sooner by the First Board of Managers, the First Annual Meeting shall occur within thirty (30) days after the Sponsor Control Period.

At the First Annual Meeting of Homeowners called pursuant to Section 9 of Article II, a total of three (3) Board Members shall be elected or designated the Board of Managers. All Board Members, other than the Sponsor designated representatives, shall be nominated and elected by the Homeowners at the First Annual Meeting. After the First Annual Meeting, the Board of Managers may request nominations for the Board Members prior to the Annual Meeting in addition to nominations from Homeowners at the Annual Meeting. Sponsor representatives of the Board of Managers shall be appointed by the Sponsor. As long as the Sponsor retains at least one (1) Home in the Condominium the number of Board Members may not be increased without the consent of the Sponsor.

At the First Annual Meeting, subject to the provisions regarding the Sponsor Control Period as provided in Section XVII of the Offering Plan, the term of office of one (1) of the Board Members shall be fixed for three (3) years, the term of office of one (1) of the Board Members shall be fixed for two (2) years and the term of office of one (1) of the Board Members shall be fixed at one (1) year. The one (1) Homeowner receiving the highest number of votes shall be elected to the three (3) year term, the one (1) Homeowner receiving the next highest number of votes shall be elected to the two (2) year term and the one (1) Homeowner receiving the next highest number of votes shall be elected to a one (1) year term. Each Homeowner shall be entitled to cast one vote for

each Board Member to be elected. At the expiration of the initial term of office of each respective Board Member, their successor shall be elected to serve a term of three (3) years. The Board Members shall hold office until their successors have been elected and hold their first meeting.

Any Homeowner in default of the payment of Common Charges, Special Assessments, late fees, interest and/or penalties shall be ineligible to be elected to the Board of Managers and/or vote at any general, Annual or Special Meeting.

The Sponsor shall have the right to designate the Board Members until all the Homes in the Condominium have been sold and closed. This provision may not be amended without the written consent of Sponsor.

In addition to the Board Members designated by the Sponsor, as long as Sponsor retains an unsold Home in the Condominium, Sponsor may vote as Sponsor so determines for any other Board Members, so long as the Board Members are not on Sponsor's slate of Board Members, Sponsor's payroll or as long as they did not receive other financial backing from the Sponsor other than a mortgage held by the Sponsor or affiliated entity of the Sponsor, if applicable.

Sponsor is entitled to designate all the Board Members until all of the Homes in the Condominium have been sold and closed (the "Sponsor Control Period"). Sponsor Board Members shall be appointed for one (1) year terms. At the expiration of the Sponsor Board Member terms, if Sponsor is still entitled to nominate Board Members, the Sponsor Board Members shall thereafter continue to be appointed as Board Members for one (1) year terms until the Sponsor is required to relinquish the position or Sponsor voluntarily resigns the position. When the designated Board Members of the Sponsor are required to relinquish their position on the Board of Managers the Sponsor will call for the First Annual Meeting of the Homeowners as per the provisions of Article II, Section 9 of the By-Laws. The Sponsor shall have the right to voluntarily resign a position on the Board of Managers. In such an event the Board of Managers will either (a) call for a Special Meeting of the Homeowners pursuant to the provisions of Article II, Section 10 of the By-Laws to elect a Homeowner for the balance of the Sponsor Board Member term or (b) the remaining Board Members will appoint a Homeowner to the Board of Managers for the balance of the Sponsor Board Member term. At the expiration of the term the Homeowners shall have a meeting to elect a Homeowner to a three (3) year term. Notwithstanding the aforementioned, in the event the Sponsor voluntarily relinquishes a position on the Board of Managers before the Sponsor is obligated to do so, upon notice from the Sponsor to the Board of Managers that the Sponsor desires to reclaim said position the Board Member appointed or elected to said position shall resign and the Sponsor shall reappoint a Board Member. At such time as the Sponsor no longer owns any Home in the Condominium the Sponsor Board Members shall resign and the Sponsor will not be able to designate any Board Members.

It shall be the duty of the president to call a Special Meeting of the Condominium, if so directed by the Board of Managers, or upon the presentation to the Secretary of a

petition signed by a majority of the Homeowners. The secretary shall cause a notice of such Special Meeting stating the time, place and object thereof and the officer or other person or persons by whom the meeting is called, to be delivered personally or mailed to each Homeowner of the Condominium entitled to vote at such meeting not less than ten (10) nor more than thirty (30) days before such meeting. The date of the Special Meeting shall be determined by the Board of Managers and shall be held no later than sixty (60) days from receipt of any written request unless a later date is agreed to in writing by the Homeowners of the Condominium or the Board of Managers, requesting such meeting. No business other than that stated in such notice shall be transacted at such Special Meeting unless all Owners of the Condominium are present in person or by proxy. See Article II, Section 10 of the By-Laws of the Condominium.

Voting in the Condominium is based on one (1) vote per Home, regardless of the number of people residing in the Home or on the deed to the Home.

Removal of Members of the Board of Managers

Members may be removed for cause by an affirmative vote of a majority of the Homeowners. No Member, other than a Member of the First Board of Managers or a designee of the Sponsor, shall continue to serve on the Board of Managers if, during the Member's term of office, the Member shall cease to be a Homeowner. In the event a Sponsor designee Member is removed for cause, the Sponsor shall have the sole right to designate a replacement. Any Member of the Board of Managers in default of the payment of Common Charges and/or Special Assessments shall be suspended from the Board of Managers until such time as all Common Charges and/or Special Assessments, together with late charges, interest and expenses, if any, are paid in full to the Condominium.

Powers and Duties of Board of Managers

The Condominium Property and business of the Condominium shall be managed by the Board of Managers of the Condominium and which Board of Managers may exercise all such powers of the Condominium and do all such lawful acts and things as are not by Statute or by the Declaration of Condominium or by the By-Laws, directed or required to be exercised or done by the Homeowners personally. This provision is not subject to amendment. These powers shall specifically include, but not be limited to, the following items:

1. To determine and levy monthly assessments ("Common Charges") to cover the cost of Common Expenses. The Common Charges are payable in advance as determined by the Board of Managers. The Board of Managers may increase the monthly Common Charges or vote a Special Assessment in excess of the Common Charges, if required, to meet any additional necessary Common Expenses, but said increases can only be assessed among the Homeowners pro-rata according to their respective Percentage of Common Interest as

reflected in Schedule B of the Declaration of Condominium or in such other manner as provided in Article VI, Section 9 of the By-Laws.

2. To determine and impose penalties, late fees, and interest against Homeowners delinquent in the payment of their Common Charges and/or Special Assessments and/or in violation of the Rules and Regulations applicable to the Homeowners. The Members of the Board of Managers shall have the right to revise the amount of such fees as the Members of the Board of Managers so determine.

3. To determine and impose move in and move out fees and to revise said fees in its good faith discretion.

4. To determine the amount and require a Purchaser of a resale of a Home to pay a Working Capital Fee to the Condominium.

5. To collect, use, and expend the Common Charges collected to maintain, care for, and preserve the General Common Elements, and any Limited Common Elements that have been designated to the Condominium for which the Condominium is responsible and any other Common Expenses of the Condominium.

6. To make repairs, restore or alter any Home or the Common Elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.

7. To enter in and upon the Homes when necessary and at as little inconvenience to the Homeowners as possible in connection with the maintenance, care, and preservation of the property, including any inspection or repairs necessitated by mold or infestation. No prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Condominium or its property, or the Homes, or for the safety of Condominium residents or other persons or required to avoid the suspension of any necessary service to the Condominium. Any repairs required as the result of negligence of a Homeowner will be at the expense of the Homeowner.

8. To open bank accounts on behalf of the Condominium and to designate the signatories to such bank accounts.

9. To insure and keep insured the Common Elements and Homes in accordance with Article VII of the By-Laws.

10. To collect delinquent Common Charges, Special Assessments, late fees, penalties and/or interest by suit or otherwise, to abate nuisances and to enjoin or seek damages from the Homeowners of

the Condominium for violations of the Declaration, By-Laws or the Rules and Regulations of the Condominium.

11. To make reasonable Rules and Regulations applicable to all Homes and all Homeowners and to amend the same from time to time, and such Rules and Regulations and amendments shall be binding upon all the Homeowners when the Board of Managers has approved them in writing. A copy of such Rules and Regulations and all amendments shall be delivered to each Homeowner.

12. To employ and terminate the employment of employees and independent contractors and to purchase supplies and equipment, to enter into contracts, and generally to have the powers of a manager in connection with the matters herein above set forth.

13. To bring and defend actions by or against one (1) or more Homeowners that are pertinent to the operation of the Condominium and to levy Special Assessments to pay for the cost of such litigation, subject to the provisions regarding the Sponsor as contained in Article III, section 7 (c) of the By-Laws.

14. To acquire a Home in foreclosure or as a result of abandonment and to take any or all steps necessary to repair or renovate any Home so acquired and to vote as a Homeowner subject to any restrictions contained in the By-Laws, offer such Home for sale or lease or take any other steps regarding such Home as shall be deemed proper by the Board of Managers.

15. To make additions, alterations, or improvements to the General Common Elements and Limited Common Elements that have been delegated to the Condominium to maintain, repair and/or replace as provided in the Declaration and/or the By-Laws.

16. To borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements, or for capital expenditures such as repair or replacement of a Building's components or systems or to remedy a major Building defect, provided, however, that no lien to secure repayment of any sum borrowed may be created on any Home or its appurtenant interest in the Common Elements without the written consent of the Owners of said Home.

17. To act as an agent for one (1) or more Homeowners to file a single complaint and bring a special proceeding on behalf of Homeowners who wish to contest the real estate tax assessments of their Home pursuant to Section 339-y(4) of the New York Real Property Law. In

such an event, the Board of Managers could retain counsel on behalf of such Homeowners and charge each Homeowner for whom it is acting a pro-rata share of expenses, disbursements, and legal fees, based upon the Home's Percentage of Common Interest as reflected in Schedule B of the Declaration of Condominium, the payment for which would be secured by a lien on each Home. The Board of Managers is not obligated to perform such services, and it is necessary to obtain the written authorization of the Homeowners for which the Board is performing such service.

18. To determine and impose penalties, late fees, and interest against Homeowners delinquent in the payment of their Common Charges and/or Special Assessments and in violation of the Rules and Regulations. The Board of Managers shall have the right to revise the amount of such fees as the Board of Managers so determines.

19. To enter into contracts, settlement agreements and/or other matters on behalf of the Condominium.

21. To enter into revocable license agreements for the use of space within the General Common Elements as long as the license agreement does not hinder or encroach upon the rights of Homeowners to use the General Common Elements, and/or Limited Common Elements.

22. To grant utility or other easements over or to the Common Elements as may, at any time required for the benefit of the Condominium and the Homeowners without the necessity of the consent thereto, or joinder therein, by the Homeowners or any mortgagee (except that if the granting of such easement impairs the ability of one or more Homeowners who have the right to use such Common Elements to the exclusion of any other Homeowners, the consent of all such affected Homeowners shall be required in writing before such easement shall be granted).

The Board of Managers of the Condominium may, by resolution or resolutions passed by a majority of the whole Board of Managers, designate one or more committees, each of such committees to consist of at least one (1) Member of the Board, which, to the extent provided in said resolution or resolutions, shall have and may exercise the powers of the Board of Managers in the management of the business affairs of the Condominium and may have power to sign all papers which may be required, provided the resolutions shall specifically so provide. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Managers of the Condominium. Committees established by resolution of the Board of Managers of the Condominium shall keep regular minutes of their proceedings and shall report the same to the Board of Managers as required.

As long as the Sponsor, its successor, assignee and/or designee retains an Unsold Home, the Board of Managers may not, without the Sponsor's prior written consent: (i) make an addition, alteration or improvement to the General Common Elements or Limited Common Elements that are the obligation of the Condominium to maintain, repair and/or replace as provided for in the Declaration of Condominium and /or the By-Laws, or to any Home, costing cumulatively more than $25,000, the foregoing not to include necessary repairs and maintenance work, (ii) assess any Common Charges and/or Special Assessment for the creation of, addition to, or replacement of all or part of a reserve, contingency or surplus fund in excess of the Reserve Fund or contingency fund contained in the Condominium budget for the first year of operation, (iii) hire any employee in addition to the employees referred to in the Budget for the first year of operation of the Condominium, (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the first Closing, (v) borrow money on behalf of the Condominium, (vi) reduce the services or maintenance set forth in the Condominium budget for the first year of operation, (vii) charge any Special Assessment for a non-budgeted item unless required by law, municipal agency, emergency or for the health and safety of the Condominium, (viii) increase the Common Charges of the Condominium more than ten (10%) percent from the prior year's budget, unless documentation is provided to the Sponsor in the nature of a financial statement, bids from contractors or verified increases in utility rates, evidencing the need for an increase greater than ten (10%) percent, or (ix) utilize Condominium funds or assess the Sponsor in order to commence a lawsuit against the Sponsor or any of its principals. The provisions of this paragraph may not be amended without the written consent of the Sponsor.

Notwithstanding Article III, Section 7(c) of the By-Laws Sponsor may not exercise veto power over expenses described in the proposed first year budget, as described in the Offering Plan, or over expenses required:

(i) to comply with applicable laws or regulations; or

(ii) to remedy any notice of violation; or

(iii) to remedy any work order by an insurer; or

(iv) necessary for the preservation or safety of the Condominium or for the safety of occupants of the Condominium or required to avoid the suspension of any necessary service to the Condominium.

Sponsor may exercise veto power over expenses described in the Condominium budget, other than those described in Article III, Section 7(d) of the By-Laws, for a period ending not more than five (5) years after the Closing of the first Home or whenever the unsold Homes constitute less than twenty-five (25%) percent of the common interest, whichever is sooner.

Liability of Board of Managers, Officers and Homeowners/Indemnification of Board of Managers

No Member of the Board of Managers or Officer of the Condominium shall have any personal liability to the Condominium or to any Homeowner for damages for any breach of duty in the Member's capacity as a Member of the Board of Managers or Officer of the Condominium, provided that this provision does not eliminate or limit the liability of a Member of the Board of Managers or Officer of the Condominium if a judgment or other final adjudication adverse to the Member establishes (a) that the Member's or Officer's acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law, or (b) that the Member or Officer personally gained in fact a financial profit or other advantage to which the Member was not legally entitled.

The Condominium, through the Homeowners, shall indemnify to the fullest extent permitted by law any person made, or threatened to be made, a party to an action or proceeding, whether civil or criminal, including an action by or in the right of the Condominium to procure a judgment in its favor or an action other than one by or in the right of the Condominium and including an action by or in the right of any corporation of any type or kind, domestic or foreign, or any limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise, which any Member of the Board of Managers or Officer of the Condominium served in any capacity at the request of the Condominium, by reason of the fact that the Member, the Officer, the Member's or Officer's testator, was a Member of the Board of Managers, Officer of the Condominium or officer of the joint venture, trust, employee benefit plan or other enterprise in any capacity; provided that no indemnification may be made to or on behalf of any Member of the Board of Managers or Officer of the Condominium if a judgment establishes that the Member's or Officer's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that the Member or Officer personally gained in fact a financial profit or the advantage to which the Member or Officer was not legally entitled.

The Homeowners shall indemnify and hold harmless each of the Members of the Board of Managers and Officers of the Condominium against all contractual liability to others arising out of contracts made by the Board of Managers or Officers of the Condominium on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration of Condominium or of the By-Laws. It is intended that the Members of the Board of Managers and Officers of the Condominium shall have no personal liability with respect to any contract made by them on behalf of the Condominium (except as Homeowners). It is understood and permissible for the Board of Managers or Officer of the Condominium, who may be members of or be employed by the Sponsor, to contract with the Sponsor and affiliated corporations and entities without incurring any liability for self-dealing. It is also intended that the liability of any Homeowner arising out of any contract made by the Board of Managers, or Officer of the Condominium or out of the aforesaid indemnity in favor of the Member of the Board of Managers or Officer of the Condominium shall be limited to such proportion of the total liability thereunder as the Homeowner's Percentage of Common Interest in the Common Elements bears to the Percentage of Common Interest of all the

Homeowners in the Common Elements. Every agreement made by the Board of Managers, a managing agent, by a Member of the Board of Managers or Officer of the Condominium on behalf of the Condominium shall provide that the Members of the Board of Managers, or the managing agent, or the Member, or Officer of the Condominium as the case may be, are acting only as agent for the Homeowners and shall have no personal liability thereunder (except as Homeowners).

Each Homeowner's liability pursuant to this Section shall be limited to such proportion of the total liability there under as the Homeowner's Percentage of Common Interest in the Common Elements bears to the Percentage of Common Interest of all Homeowners in the Common Elements.

Officers

The Officers of the Condominium shall be chosen by the Board of Managers and shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Managers may also choose one (1) or more Assistant Secretaries and Assistant Treasurers and such other Officers as in their judgment may be necessary. All Officers must be Homeowners or Members of the Board of Managers. Two (2) or more offices may be held by the same person, except for the President who can only hold the office of President.

All Board Members serve without compensation.

The President shall be the chief executive officer of the Condominium, shall preside at all meetings, shall have general and active management of the business of the Condominium and shall see that all orders and resolutions of the Board of Managers are carried into effect.

The Vice President shall take the place of the President and perform the President's duties whenever the President is unable to do so.

The Secretary shall record all votes and the minutes of all proceedings in a book.

The Treasurer shall have the custody of the Condominium funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements in books belonging to the Condominium including the vouchers for such disbursements and shall deposit all monies and other valuable effects in the name and to the credit of the Condominium in such depositories as may be designated by the Board of Managers.

The Treasurer shall disburse the funds of the Condominium.

The Treasurer shall keep detailed financial records and books of account of the Condominium, including a separate account for each Home which, among other things, shall contain the amount of each assessment of Common Charges against such Home, the date when due, the amounts paid thereon and the balance remaining unpaid.

Repairs, Alterations and Improvements to Common Elements

All maintenance, painting, repairs and replacement of the General Common Elements shall be the obligation and responsibility of the Board of Managers on behalf of the Condominium and Homeowners including but not limited to exterior walls, roof and roof membranes, roof housing of a Building, porticos of a Building, as well as painting, repair and/or maintenance of the exterior surfaces, roof, windows and doors which open from a Building, as well as all maintenance, repairs and replacements of any stairways of a Building that is a General Common Element of the Condominium, and of any pipes, wires, conduits and utility lines, or any portion of which is located in one Home and services another Home or more than one Home or so much of any pipes, wires, conduits and utility lines as are located in the General Common Elements. The cost thereof shall be a Common Expense except if such maintenance, painting, repair, or replacement is necessitated because of the negligence, misuse or neglect of a Homeowner, the Homeowner's occupants, residents, family members, tenants, licensees, contractors or any other person or company acting on behalf of the Homeowner, or the prior alteration of the Home by a Homeowner, the Homeowner's occupants, residents, family members, tenants, licensees, contractors or any other person or company acting on behalf of the Homeowner, in which event the cost thereof shall be assessed individually and paid by the applicable Homeowner.

All maintenance and repairs to the interior portion of Homes, other than to any General Common Elements contained therein, are the responsibility of the respective Homeowners at their sole expense, including but not limited to electrical repairs and plumbing stoppages and repairs to the interior of the Homes, cleaning of interior of windows and painting and decorating of the interior of the Homes, repairs and maintenance of all stairs located in a Home (including the stairway leading to the 2nd floor Homes), repairs, maintenance, replacement and cleaning to pipes, wires and conduits located in and servicing an individual Home, maintenance, repair and replacement of individual appliances and fixtures, individual heating and cooling systems for the Homes, any hot water flues, any dryer vents and the interior side of all entrance doors and all pipes and wires servicing an individual Home other than as may be set forth above shall be made by the respective Homeowner at their own expense.

All maintenance, repair, and replacement of any portion of any pipes, sewers and/or drainage lines and wires, conduits and public utility lines located in the General Common Elements shall be the responsibility of the Condominium. The cost thereof shall be a Common Expense except if such maintenance, repair or replacement is necessitated due to the negligence, misuse or neglect of a Homeowner, the Homeowner's occupants, residents, family members, tenants, licensees, contractors or any other person or company acting on behalf of the Homeowner, or the prior alteration of a Home by a Homeowner, the Homeowner's occupants, residents, family members, tenants, licensees, contractors or any other person or company acting on behalf of the Homeowner, in which event the cost thereof shall be assessed individually and paid for by the applicable Homeowner.

All maintenance, repair and replacement to pipes, sewers and/or drainage lines and wires, conduits and public utility lines located in a Limited Common Element servicing two (2) or more Homes, shall be the responsibility of the Condominium and a Common Expense of the Condominium. The cost thereof shall be a Common Expense except if such maintenance, repair or replacement is necessitated due to the negligence, misuse or neglect of a Homeowner or the prior alteration of a Home by a Homeowner, in which event the cost thereof shall be assessed individually and paid for by the applicable Homeowner.

All structural changes to a Home shall comply with the provisions of Article VIII, Section 1(h) of the By-Laws.

All maintenance and repair to the interior portion of the window area and doors which open from a Home are the responsibility of the Homeowner who owns the applicable Home. All maintenance, repair and any replacement to the external portion of the window area, the actual window and external portion of the doors (including painting if necessary) which open from a Home will be the responsibility of the Condominium and the cost thereof shall be a Common Expense of the Condominium and paid for by all Homeowners as provided in Article VI of the By-Laws. Notwithstanding the above, should the maintenance, repair or replacement of the external portion of the window, the actual window and external portion of the doors which open from a Home be caused as a direct result of the negligence or act of a Homeowner, resident, occupant, tenant, guest or any other person residing, visiting or doing work in the Home, the Condominium will repair or replace the external portion of the window, the window or the external portion of the doors which open from a Home and the cost of such repair or replacement shall be charged to the Homeowner as an additional Common Charge or Special Assessment.

The interior glass surfaces of all windows located in the Homes are to be cleaned at the Homeowner's sole cost and expense. The exterior surfaces of all Home windows shall be cleaned by the Board of Managers and the cost shall be a Common Expense. Broken window glass in a Home shall be replaced by the Homeowner at the Homeowner'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 as a Common Expense.

All structural repairs and replacements to any rear patio and/or balcony that are Limited Common Elements of a Home, and any handrails and/or fencing located thereon that are appurtenant to an individual Home will be the responsibility of the Condominium and a Common Expense. All general maintenance and repairs of any rear patio and/or balcony and any handrails and/or fencing located thereon that is a Limited Common Element, including cleaning, snow removal and all repairs not structural in nature (including the repair of leaks, the replacement of pavers, painting or staining of the surface of a rear patio and/or balcony and/or handrails and/or fencing located thereon, and the repair or replacement of the surface of the rear patio and/or balcony and any handrails and/or fencing located thereon), shall be the responsibility of the Homeowner whose rear

patio and/or balcony and any handrails and/or fencing located thereon is appurtenant to their Home and is an individual Limited Common Element of their Home. Neither the rear patios nor the balconies are permitted to be used for any type of occupancy including but not limited to dining, sleeping, living room, recreation, office or similar use. All drains located on a rear patio and/or balcony must be kept open at all times. Homeowners will not be permitted to store any combustible material or other items in or on a rear patio and/or balcony. Neither the Condominium nor any Homeowner will be permitted to enclose or make any structural change to a rear patio and/or balcony except as required for repair or replacement. Any and all changes to the paint and/or stain of a rear patio and/or balcony and any handrails and/or fencing located thereon must be approved by the Board of Managers of the Condominium.

The rear patios or the balconies are not permitted to be used for any type of occupancy including but not limited to dining, sleeping, living room, office or similar use unless approved by the Board of Managers and all required approvals from the local municipality and building department are obtained. All drains located on a rear patio and/or balcony must be kept open at all times. Homeowners will not be permitted to store any combustible material or other items (other than propane gas tanks if a gas barbeque is permitted) in or on a rear patio and/or balcony. Neither the Condominium nor any Homeowner will be permitted to enclose or make any structural change to a rear patio and/or balcony except as may be permitted by the Board of Managers and all municipal and building department approval or as required for repair or replacement. Any and all changes to the paint and/or stain of a rear patio and/or balcony and any handrails and/or fencing located thereon must be approved by the Board of Managers of the Condominium.

All repairs and maintenance to any entranceway area of a Home, other than minor cleaning of said area, shall be the responsibility of the Condominium.

All repairs, maintenance and any replacement and all costs associated therewith to any hot water tank, gas boiler, air conditioning compressor and/or condenser, generators, air handler or any other heating, cooling or other mechanical system servicing or benefitting a Home exclusively, that is located in the Home or is a Limited Common Element located in or on the Common Elements and/or all apparatus, installations, systems equipment and facilities in the Common Elements (including pipes, wire, ducts, vents, cables, conduits and lines) which serve or benefit a Home exclusively (whether or not located within the four walls of such Home) shall be the responsibility of the Homeowner for such equipment, services, repair, maintenance and/or replacement. The Board of Managers shall have the right to designate or approve a contractor or contractors to do the necessary work to said equipment that is a Homeowner's responsibility at the Homeowner's sole cost and expense.

The Board of Managers shall repair all plumbing stoppages and electrical repairs occurring in the General Common Elements and the cost thereof shall be a Common Expense payable by all the Homeowners as provided in Article VI of the By-Laws. Notwithstanding, the cost of any maintenance or repairs necessitated due to the

negligence, misuse or neglect by a Homeowner, occupant, tenant, guest or any other person residing in, visiting or doing work in a Home, or caused by any prior alteration of a Home, shall be assessed to and paid by the applicable Homeowner.

All Homeowners shall be responsible for all repairs, maintenance and any replacement and all costs associated therewith to any sump pump and drain appurtenant to or in a Homeowner's Home or in the portion of the basement that is assigned to each Homeowner as a Limited Common Element.

Snow removal will be provided by the Condominium and will include the common roadways, sidewalks, and parking areas that are designated as General or Limited Common Elements in and through the entire Condominium and all walkways and front entranceways leading to a Home will be a Common Expense of the Condominium. All snow removal of rear patios and balconies servicing an individual Home will be the sole responsibility of each Homeowner.

All repair and maintenance of all roadways and all parking spaces within the Condominium no matter how designated, will be the responsibility of the Condominium.

The Board of Managers shall repair and replace any public utility lines located underground or overhead of any Limited Common Element except where such repair or replacement is necessitated because of the negligence or misuse or neglect of the Homeowner to which the Limited Common Element is restricted in use, in which event such Homeowner shall make such repairs or replacements at their own expense.

The Board of Managers and their agents, employees and contractors shall have the right of access to any Home for the purpose of making any repairs or replacements to any Common Elements, no matter how classified, contained therein or elsewhere in the Condominium or to remedy any condition which would result in damage to any other Home or any other Common Element, no matter how classified, or which would violate the provisions of any mortgage covering another Home or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof or for the purpose of carrying out any of its obligations under the By-Laws or the Declaration of the Condominium. Such right of access shall be exercised in such a manner as will not unreasonably interfere with the use of the Homes but no prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Condominium or its property, or the Homes, or for the safety of Condominium residents or other persons or required to avoid the suspension of any necessary service to the Condominium.

All repairs, painting, or maintenance, whether made by the Homeowner or the Board of Managers, to the doors, windows, or the exterior surface of a Building or to any generally visible portion of the General Common Elements or Limited Common Elements shall be carried out in such a manner as to conform to the materials, style and color initially provided by the Sponsor, unless varied by the Board of Managers.

In the event that a Homeowner fails to maintain, repair or replace the Homeowner's Home or any Limited Common Element for the Homeowner's exclusive use, which maintenance, repair or replacement is necessary to protect any of the General Common Elements, or any other portions of a Building or any other Home or other Limited Common Element, the Board of Managers shall have the right to make the necessary maintenance, repair or replacement (after the failure of said Homeowner 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) of the Home or Limited Common Elements for a Home's exclusive use and to charge said Homeowner for the cost of all such repairs and/or maintenance and/or replacement. In the event that the Board of Managers charges a Homeowner for repairs, maintenance and/or replacement to their Home or for repairs to any Limited Common Element restricted in use to such Homeowner, and the Homeowner fails to make prompt payment, the Board of Managers shall be entitled to bring suit thereon and, in such event, the Homeowner shall be liable for the reasonable attorneys' fees and cost of such suit or proceeding together with interest on all sums due.

The Board of Managers shall have the right to require that a Homeowner utilize a contractor or sub-contractor of the Board of Managers choosing for any repairs, maintenance and/or replacement of any portion of a Home or Limited Common Element that is a Homeowner's obligation at the Homeowner's sole cost and expense.

Insurance

The Board of Managers shall be required to obtain and maintain, to the extent obtainable from generally acceptable insurance carriers, the following insurance: blanket property insurance, liability insurance as provided below, flood insurance (if applicable), fidelity bond coverage and worker's compensation, insuring all of the Common Elements, no matter how classified and the Homes in a Building of the Condominium (except land, foundations, excavation and other items normally excluded from coverage) including fixtures, to the extent they are part of the Common Elements of the Condominium, building service equipment and supplies and other common personal property belonging to the Condominium. In addition, any fixtures, equipment or other property within or part of the Homes which are to be financed by a mortgage (regardless of whether or not such property is part of the Common Elements, but not including wall, ceiling or floor decoration, furniture, furnishings or other personal property supplied or installed by the Homeowners), contained therein, covering the interest of the Condominium, the Board of Managers and all Homeowners and their mortgagees, as their interest may appear, in an amount equal to the full replacement value of a Building, exclusive of land, foundation, excavation and other items normally excluded from coverage. Each of such policies shall be in favor of the Condominium and shall contain a New York standard mortgagee clause in favor of each mortgagee of a Home which shall provide that the loss, if any, there under shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee as defined below, hereinafter set forth; and such other insurance as the Board of Managers may determine. All such policies shall provide that adjustment of loss shall be made by the Board of Managers with the approval of the Insurance Trustee, and that the net

proceeds thereof, if $100,000 or less, shall be payable to the Board of Managers, and if more than $100,000 shall be payable to the Insurance Trustee. Each Homeowner and each Homeowner's mortgagee, if any, shall be beneficiaries of the policy to the extent of the Percentage of Common Interest applicable to said Home.

The blanket property insurance as provided above will commence with the Closing of Title to the first Home.

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 Homeowners or of the invalidity arising from any acts of the insured or any Homeowners and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days prior written notice to all of the insured, including all mortgagees of a Home. 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 a Home at least ten (10) days prior to expiration of the current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Managers shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of a Building, including all the Common Elements appurtenant thereto to determine the amount of fire insurance to be erected pursuant to this Section.

All policies must also provide for the following: recognition of any, Insurance Trust Agreement; a waiver of the right of subrogation against Homeowners individually; that the insurance is not prejudiced by any act or neglect of individual Homeowners which is not in the control of such Homeowners collectively; and that the policy is primary in the event the Homeowner has other insurance covering the same loss. All policies shall include the standard form of a "Special Condominium Endorsement" or its equivalent. All policies shall include an "Agreed Amount Endorsement" and, if available, an "Inflation Guard Endorsement".

The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Managers may from time to time determine, covering the Common Elements, each Member and Officer of the Board of Managers, the managing agent, and each Homeowner. Such public liability coverage shall also cover cross liability claims of one insured against another. Until the first meeting of the Board of Managers following the first annual Homeowners meeting, such public liability insurance shall be a minimum of $1,000,000 covering all claims for bodily injury, deaths and property damage arising out of one occurrence in connection with the operation, maintenance or use of the Common Elements, and legal liability arising out of lawsuits related to employment contracts of the Condominium. Such policies must provide that they may not be cancelled or substantially modified, by any party, without at least ten (10) days' prior written notice to the Condominium and to each holder of a first mortgage on any Home in the Condominium which in listed as a scheduled holder of a first mortgage in the insurance policy. Such coverage may also include protection against such other risks as are customarily covered with respect to condominiums similar in construction, location, and use, including, but not limited to, host

liquor liability, employer's liability insurance, contractual and all-written contract insurance, and comprehensive automobile liability insurance. Such public liability insurance shall commence on the closing of title to the first Home.

In addition to the above, blanket fidelity bonds shall be required to be maintained by the Condominium for all officers, directors and employees of the Condominium and all other persons handling or responsible for, funds of or administered by the Condominium. In the event a management agent has the responsibility for handling or administering funds of the Condominium, the management agent shall be required to maintain fidelity bond coverage for its officers, employees and agents handling or responsible for funds of, or administered on behalf of the Condominium. Such fidelity bonds shall name the Condominium as an obligee and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Condominium or the management agent, as the case may be, at any given time during the term of each bond. In no event may the aggregate amount of such bonds be less than a sum equal to *3* months aggregate assessments on all Homes plus reserve funds. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions. The premiums on all bonds required herein, except those maintained by the management agent, shall be paid by the Condominium as a Common Expense. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least 10 days' prior written notice to the Condominium or Insurance Trustee. Such bonds shall also provide that, if applicable, the Federal National Mortgage Association, ("Fannie Mae") Servicers on behalf of Fannie Mae, also receive such notice of cancellation or modification.

Homeowners shall be required to carry individual insurance on their Homes.

Restoration or Reconstruction After Fire or Other Casualty

In the event of damage to or destruction of a Building as a result of fire or other casualty (unless seventy-five [75%] percent or more of the Homes are destroyed or substantially damaged and seventy-five [75%] percent or more of the Homeowners do not duly and promptly resolve to proceed with repair or restoration), the Board of Managers shall arrange for the prompt repair and restoration of a Building (including any damaged Home, and any kitchen or bathroom fixtures initially installed or changed therein by the Sponsor, any heating, air conditioning or other service machinery which is covered by insurance but not including any wall, ceiling or door decorations or coverings or other furniture, furnishings, fixtures or equipment installed or changed by Homeowners in the Homes), and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a Common Expense and the Board of Managers may assess all the Homeowners for such deficit as part of the Common Charges.

If seventy-five (75%) percent or more of the Homes are destroyed or substantially damaged and seventy-five (75%) percent or more of the Homeowners do not duly and promptly resolve to proceed with repair or restoration, the Property shall be subject to an action for partition at the suit of any Homeowner or lienor, as if owned in common in which event the net proceeds of sale, together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph above, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration then the excess of such insurance proceeds) shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among all the Homeowners in proportion to the respective Percentage of Common Interest, after first paying out of the share of each Homeowner the amount of any unpaid liens on the Homeowner's Home, in the order of the priority of such liens.

Homeowner Insurance

Each Homeowner is required to carry insurance covering their contents, fixtures, personal property and improvements and betterments (collectively "Contents") and liability insurance covering their Home and extended to include the Board of Managers, the Condominium, any Managing Agent, and other Homeowners as additional insured's. Such insurance is subject to the approval of the Board of Managers in advance of the purchase of a Home, in the Board of Manager's sole discretion. The policy shall be extended to include any additional insured including but not limited to the Sponsor, other Homeowners, and any Mortgagees. All such insurance must be provided by a carrier that is recognized as a licensed admitted carrier in the State of New York with a rating equal to a Best Rating Guide of AV or better. The Board of Managers reserves the right to alter or increase the coverage required hereunder at any time and from time to time without amendment to the By-Laws. In addition to the foregoing, Homeowners are instructed to carry coverage for loss of rents, water damage, sewer and drain back up and such other coverage for their contents as they may determine to be in their best interests. The Board of Managers shall have the right to require that a Homeowner provide evidence to the Board of Managers of the insurance required herein as requested by the Board of Managers.

Reports to Homeowners

All Homeowners will receive within four (4) months of the end of each fiscal year, copies of an annual report of the Condominium including a balance sheet and profit and loss statement prepared by an independent public accountant, a statement regarding any taxable income attributable to the Homeowners, and a notice of the holding of the annual Homeowners meeting. During such time as the Sponsor retains a majority of the Board of Managers, the Board of Managers shall provide a certified annual statement at the cost of the Condominium.

Amendments

The provisions of the Declaration of Condominium may be modified or amended by an instrument executed by the Board of Managers upon a vote of sixty-six and two-thirds (66⅔%) percent of the Homeowners in number held at a duly called meeting of the Homeowners, provided however, that:

1. No amendment altering a Homeowner's percentage of Common Interest shall be made without the consent of all Homeowners affected.

2. No amendment shall be passed which shall affect, impair or prejudice the validity, interest, rights and priorities of mortgagees.

3. The Board of Managers and the Sponsor, as long as the Sponsor owns a Home in the Condominium, shall have the right to amend the Declaration of Condominium without the vote or consent of the Homeowners or the holders of any Home mortgages and to execute and record in the Nassau County Clerk's Office such amendment as may be required to reflect (i) changes in the Declaration of Condominium and As-Built Floor Plans, Condominium or Home Designation Map that are corrective in nature, or (ii) to resolve or clarify any inconsistency or which is patently a mistake or a scrivener's error, or (iii) to comply with any recorded covenants, restrictions, easements and rights of way that encumber the Condominium Property, or (iv) any technical corrections, or (vi) to comply with any federal, state or local law or regulation that may affect the Condominium.

4. No amendment, modification, addition or deletion of, to or from the Declaration of Condominium, the By-Laws or any Rules and Regulations shall be effective in any way against Sponsor or its successors, assigns or designees or against any Unsold Home, as long as the Sponsor, its successors, assigns or designees owns an Unsold Home in the Condominium unless the Sponsor, its successors, assigns or designees has given its prior written consent thereto. This provision is not subject to amendment.

5. In the case of material changes, approval must be obtained from first mortgage holders representing at least fifty-one (51%) percent of the votes of Homes that are subject to first mortgages. A change to any of the following would be considered as material: voting rights; assessments, assessment liens, or subordination of assessment liens; reserves for maintenance, repair and replacement of common elements; responsibility for maintenance and repairs; reallocation of interests in the general or limited common elements, or rights to their use; boundaries of any Home; convertibility of Homes into Common Elements or vice versa; expansion or contraction of the project, or the addition, annexation or withdrawal of property to or from the project; insurance or fidelity bonds; revisions to the

leasing provisions of Homes contained in Article XI of the By-Laws of the Condominium; imposition of any restrictions on a Homeowner's right to sell or transfer a Homeowner's Home; a decision by the Condominium to establish self-management when professional management had been required previously by an eligible mortgage holder; restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents; any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or any provisions that expressly benefit mortgage holders, insurers or guarantors. An addition or amendment to the Declaration of Condominium shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. Any eligible mortgage holder who received a written request by certified or registered mail return receipt requested to approve amendments who does not deliver to the Condominium a negative written response within sixty (60) days of the receipt of the request shall be deemed to have approved such amendment. There shall be a presumption for a period of sixty (60) days subsequent to the recording of the amendment that the vote of the Homeowners was made at a duly called meeting and that the requisite voting percentage was obtained. After the sixty (60) day period such presumption will be deemed conclusive.

6. The Sponsor, its successors, assigns and purchasers of undeveloped or unsold Homes shall have the right without vote or consent of the Homeowners, the Board of Managers or the holders of Home mortgages to execute or (on its request) to require the Board of Managers to execute and record in the Office of the Clerk of Nassau County and elsewhere, if required by law, an amendment or amendments to the Declaration of Condominium (together with such other documents, plan and maps as may be required to effectuate the same) to reflect (i) the certification by a registered architect or professional engineer, certifying that the floor plans filed as part of an amended Declaration of Condominium and/or amended As-Built Floor Plans, Condominium or Home Designation Map are an accurate copy of portions of the plans of a Building and fully and fairly depict the layout, location, designation and approximate dimensions of the Homes as built, or (ii) utility easements, or (iii) to comply with any recorded covenants, restrictions, easements and rights of way that encumber the Condominium Property, or (iv) technical corrections to the Declaration of Condominium to conform to other documents including but not limited to the Offering Plan or as-built plans (v) amendments to Schedule A of the Declaration of Condominium to conform the Model type, square footage and type and number of rooms and any other required information for a specified Home, so long as the appurtenant percentage of Common Interest does not change for said Home subject to (vi), (vii), and (viii) hereof, or (vi) to amend Schedule A prior to the first closing, to effect a change in the Percentage of Common Interest of all or specific Homes and revise Schedule A accordingly but in no event will the Common Interest of any Home be

increased or decreased by more than 5% or (vii) to amend Schedule A of the Declaration to consolidate or subdivide Homes subject to all necessary approvals by the Building Department of Lynbrook or other municipality or administrative agency, to revise the square footage and type and number of rooms and any other required information for a specified Home and to change the appurtenant Percentage of Common Interest so long as the new Percentage of Common Interest equals the Percentage of Common Interest of the Homes that were consolidated or subdivided, or (viii) to effectuate permissible changes in Unsold Homes including the Percentage of Common Interest of one (1) or more of the Unsold Homes as long as it does not change the Percentage of Common Interest of any sold Home and to amend Schedule A accordingly, or (ix) to amend Schedule A to make technical corrections to said Schedule including, but not limited to, square footage of Homes, assign or revise Limited Common Elements including the revision of the number and description of rooms contained in a Home or, or (x) to make changes or revisions to comply with the requests, guidelines and/or requirements of any major participant in the secondary market for mortgages, including but not limited to, the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Federal Housing Association ("FHA") of the Housing and Urban Development ("HUD"), the Veterans Administration ('VA") and/or any State or Local Funding Agencies, or (xi) to make corrections that are patent errors, inconsistencies, scrivener's errors and technical errors, or (xii) to revise Exhibit A to correct the legal description of the Condominium (xiii) to comply with any federal, state or local law or regulation that may affect the Condominium; or (xiv) the carrying out of other provisions of the Offering Plan of Parsons Corners at Lynbrook Condominium.

The By-Laws may be altered, amended or added to at any duly called Homeowners meeting; provided: (a) that the notice of the meeting shall contain a full statement of the proposed amendment; (b) that the amendment shall be approved by not less than sixty-six and two-thirds (66⅔%) percent of the Homeowners in number and Percentage of Common Interest and (c) said amendment shall be set forth in a duly recorded amendment to the Declaration. In addition, the following shall apply to amendments to the By-Laws:

(a) No amendment shall be passed which will affect or impair the validity of the Homeowners' interest in a Home.

(b) No amendment, modification, addition or deletion of, to or from the By-Laws or any Rules and Regulations shall be effective in any way against Sponsor or its designee, assignee or successor or any Unsold Home, as long as the Sponsor, its designee, assignee or successor owns an Unsold Home in the Condominium unless Sponsor, its designee, assignee or successor has given its prior written consent thereto. This provision is not subject to amendment.

(c) The Board of Managers shall have the right to amend the By-Laws without the consent of the Homeowners to make corrections to the By-Laws that are patent errors, inconsistencies, scrivener's errors and technical errors. In connection therewith, each Homeowner upon becoming a Homeowner shall be deemed to grant an irrevocable power of attorney, coupled with an interest, to the Board of Managers to amend the By-Laws for said purposes.

(d) No amendment to the By-Laws shall be passed which shall impair or prejudice the validity, interest, rights and priorities of a mortgagee.

(e) The Sponsor shall have the right to amend the By-Laws without the consent of the Homeowners or the Board of Managers to (a) make corrections that are patent errors, inconsistencies, scrivener's errors or technical errors, to conform to other documents, or (b) to make changes or revisions to comply with the requests, guidelines and/or requirements of any major participant in the secondary market for mortgages, including but not limited to the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Federal Housing Association ("FHA") of the Housing and Urban Development ("HUD"), the Veterans Administration ("VA") and/or any State or Local Funding Agencies, or (c) to reduce the Sponsor control period of the Board of Managers, or (d) to comply with any federal, state or local law or regulation that may affect the Condominium. In connection therewith, each Homeowner upon becoming a Homeowner shall be deemed to grant an irrevocable power of attorney, coupled with an interest, to the Declarant, its successors, assigns and purchasers of undeveloped or unsold Homes to amend the By-Laws for said purposes.

(f) In addition, in the case of material changes, approval must be obtained from first mortgage holders representing at least fifty-one (51%) percent of the votes of Homes that are subject to first mortgages. A change to any of the following would be considered as material: voting rights; method of assessments, assessment liens, or subordination of assessment liens; responsibility for maintenance and repairs; reallocation of interests in the General or Limited Common Elements, or rights to their use; convertibility of Homes into Common Elements or vice versa; expansion or contraction of the project, or the addition, annexation or withdrawal of property to or from the project; insurance or fidelity bonds; revisions to the leasing provisions of Homes contained in Article XI of the By-Laws; imposition of any restrictions on a Homeowner's right to sell or transfer the Homeowner's Home; restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents; any action to terminate the legal status of the project after substantial destruction or in the event condemnation occurs; or any provisions that expressly benefit mortgage holders, insurers or guarantors. An addition or amendment to the By-Laws shall not be considered material if it is for the

purpose of correcting technical errors, or for clarification only. Any eligible mortgage holder who received a written request by certified or registered mail, return receipt requested, to approve amendments who does not deliver to the Condominium a negative written response within sixty (60) days of the receipt of the request shall be deemed to have approved such amendment.

Homes Acquired by the Board of Managers

All Homes which are acquired by the Board of Managers, or its designee, as a result of foreclosure of a lien for non-payment of Common Charges, shall be held by the Board of Managers on behalf of all Homeowners. The percentage of Common Interest acquired by the Board of Managers shall remain as originally designated in Schedule A of the Offering Plan and the Declaration of Condominium and the Board of Managers shall be responsible for paying all Common Charges appurtenant to said Home. The Board of Managers shall be entitled to cast all votes that are appurtenant to said Homes at any Homeowners meeting for all purposes except for the election of members to the Board of Managers. In such an event they shall not cast any votes appurtenant to said Homes for the election of members to the Board of Managers.

Termination of Condominium

This property shall not be withdrawn from the provisions of Article 9-B of the Real Property Law unless at least eighty (80%) percent of the Homeowners in number and in Common Interest and the first mortgagees, if any, of these same Homes agree to the withdrawal of this property from the provisions of such Article. The Sponsor or its nominee will not cast any of its votes for withdrawal, unless eighty (80%) percent of Homeowners other than Sponsor vote in favor of withdrawal.

Covenant Against Partition of Common Elements

The Common Elements are not subject to partition nor are they severable from the Homes except in accordance with the Real Property Law.

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XIX. RIGHTS AND OBLIGATIONS OF HOMEOWNERS AND BOARD OF MANAGERS

Sale or Lease of Homes

Any Home may be conveyed subject to local zoning ordinances, by its Homeowner free of any restrictions except that no Homeowner shall convey, mortgage, pledge, hypothecate or sell their Home unless and until all unpaid Common Charges, Special Assessments and any other fees or charges owed the Condominium that have been assessed against the Homeowner's Home shall have been paid to the Board of Managers of the Condominium. However, such unpaid Common Charges can be paid out of the proceeds of the sale of a Home.

The Board of Managers does not have any right of first refusal of sales.

The following requirements regarding rental of a Home are applicable: Except as noted in Article XI, Sections 6 and 7 of the By-Laws every lease on every Home that is rented in the Condominium, will be required to be subject to the following rules and regulations, regardless of whether stated in the lease and any other provisions applicable to tenants contained herein. Failure to comply with the provisions required below will be deemed an automatic violation of the By-Laws of the Condominium:

(a) No later than thirty (30) days prior to execution of a lease or any renewal lease, the Homeowner must provide the Board of Managers of the Condominium with a copy of the lease, name of the proposed tenant and terms of the lease, credit and background check (including criminal background), a minimum of two (2) referrals and any other information that may be requested by the Board of Managers;

(b) the lease must be in writing;

(c) the lease must be for the entire Home;

(d) the lease must have a minimum term of twelve (12) months. Renewal terms shall also have a minimum term of twelve (12) months:

(e) the form of the lease and any renewal lease must contain a provision that the tenant has thoroughly read and agrees to be subject to the Declaration, the By-Laws and Rules and Regulations of the Condominium and agrees to accept the power of attorney of the Condominium to evict the tenant for any violation by the tenant of the Declaration, the By-Laws and the Rules and Regulations of the Condominium and agrees to be jointly and severally liable with the Homeowner for any and all fines and costs levied against the tenant for any violation of the provisions of the Rules and Regulations, By-Laws and/or Declaration of Condominium;.

(f) the use of the premises is subject to the Declaration and the By-Laws of the Condominium and the Rules and Regulations of the entire Condominium;

(g) within thirty (30) days of occupancy by the tenant or renewal of any lease, the name and telephone number of the tenant, together with a clear and complete copy of the executed lease, must be furnished to the Managing Agent or if no Managing Agent to a Member of the Board of Managers of the Condominium;

(h) the Home cannot be used as a youth hostel, Airbnb, bed and breakfast, motel, hotel and/or for any other transient type of use;

(i) no Homeowner, Resident or tenant shall be permitted to place any signs for rent in or on the Home or the Common Elements of the Condominium;

(j) all leases and tenants are subject to all municipal requirements applicable to rentals, if any; and

(k) if any Homeowner (landlord) or tenant is in violation of any of the provisions of the Declaration or By-Laws, or both, including any Rules and Regulations, the Board of Managers of the Condominium may bring an action in its own name or in the name of the Homeowner, or both, to have the tenant evicted or to recover damages, or both.

The Board of Managers, in its sole discretion, may add or change any of the criteria in Article XI Section 2 of the By-Laws with respect to the requirements of leasing Residential Units.

In order to carry out the provisions of Article XI of the By-Laws and pursuant to the provisions of Article Tenth of the Declaration of Condominium each Homeowner shall upon becoming a Homeowner grant an irrevocable power of attorney, to nominate, designate, constitute and appoint the Members of the Board of Managers of the Condominium and their successors, jointly, their true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in their name and on their behalf, the right to act in their behalf to take any and all action necessary against any tenant(s) that may be residing in a Homeowner's Condominium Home including but not limited to, the right to seek an eviction in a court of law for failure to adhere to any of the provisions of the Declaration of Condominium, By-Laws and/or Rules and Regulations of the Condominium. The remedy provided by this subsection is not exclusive and is in addition to any other remedy or remedies available to the Board of Managers of the Condominium. If permitted by present or future law, the Condominium may recover all of its costs, including court costs and reasonable attorney's fees, and these costs shall be a

continuing lien on the Home that shall bind the Residential Unit in the hands of the then Residential Unit Owner and the Homeowner's successors and assigns. The Board of Managers of the Condominium shall give the tenant and the Homeowner written notice of the nature of the violation of the Rule and Regulation, and thirty (30) days from the mailing of the notice in which to cure the violation before the Board of Managers of the Condominium may file for eviction.

Each tenant will be bound by the Declaration, the By-Laws and the other Rules and Regulations of the Condominium and recognizes and accepts the right and the power of the Condominium to evict the tenant for any violation by the tenant of the Declaration, the By-Laws and the other Rules and Regulations of the Condominium.

To protect first mortgage lenders and to encourage first mortgage lenders to make loans on Residential Units in the Condominium, only subsections (c), (f), (g), (h), (i), (j) and (k) of Article XI, Section 2 of the By-Laws shall apply to a first mortgage lender who has title to the Residential Unit through (a) foreclosure of its first mortgage on the Residential Unit; or (b) a deed in lieu of foreclosure of its first mortgage on the Residential Unit. Any subsequent purchaser from the first mortgage lender is subject to all the terms of XI of the By-Laws. In addition, the provisions of Article Twelfth of the Declaration of Condominium regarding an Institutional Mortgage shall be applicable regarding unpaid Common Charges accrued before acquisition of title of a Residential Unit by the mortgagee.

The foregoing restrictions shall not apply to Sponsor-owned Home. The Sponsor, its successors, assignees, or designees shall have the right to freely sell or lease an Unsold Home without any interference or any restrictions by the Board of Managers as long as the lease and use by a tenant is, in compliance with, the permitted use of the Home under applicable zoning and occupancy requirements.

The Board of Managers may not discriminate against any person on the basis of race, creed, color, national origin, sex, sexual orientation, disability, marital status or other grounds prohibited by law, in its sale of any Home which it acquires.

Each Homeowner, on the Closing of Title to the Homeowner's Home shall be required to execute a Power of Attorney in the form contained in Part II of this Plan as Schedule E, constituting the fact, coupled with an interest, for the purpose of selling, conveying, mortgaging or otherwise dealing with Homes acquired by the Condominium and its Homeowners, and otherwise acting in accordance with the Condominium's Declaration and By-Laws and designating the Sponsor as Purchaser's attorney-in-fact to file an amendment to the Declaration of Condominium permitting the certification by a registered architect or professional engineer, certifying that the floor plans filed as part of an amended Declaration of Condominium are an accurate copy of portions of the plans of a Building and fully and fairly depict the layout, location, designation and approximate dimensions of the Homes as built or amending such Declaration of Condominium to create any utility easements or to carry out any of the provisions of the Offering Plan of

such Condominium as described in Article Tenth, Section (C) of the Declaration of Condominium.

A Homeowner is free to make a gift of the Homeowner's Home to anyone during the Homeowner's lifetime or to devise the Homeowner's Home by will, or to have it pass by intestacy without any restriction except for the requirements applicable to the s.

No Home can be sold without a simultaneous sale of the undivided interest in the Common Elements.

Section 339-kk

Pursuant to 339-kk of the Real Property Law of the State of New York any non-occupying owner who rents any Home in the Condominium to a rental tenant and then fails to make payments due for Common Charges, assessments or late fees for such home within sixty (60) days of the expiration of any grace period after they are due is subject to the following: Upon notice in accordance with the statute, all rental payments from the tenants shall thereafter be directly payable to the Condominium. A complete copy of Section 339-kk of the Real Property Law is contained in Part II of the Plan as Schedule M.

Restrictions on Use

The By-Laws of the Condominium contain the following use restrictions: No immoral, improper, offensive or unlawful use shall be made of the Condominium nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Homeowners, their families, employees, guests and any permitted pets shall not use or permit the use of the Homes and Common Elements in any manner that would be illegal, disturbing or a nuisance to other Homeowners. No resident shall put any advertisement, poster, or signs, including for-sale signs of any kind in or on the Condominium without the consent of the Board of Managers of the Condominium. It is prohibited to hang garments, rugs, etc. from the windows or from the building or to string clothes lines on or over the Common Elements or to use any of the Common Elements for storage. No Homeowner shall paint the exterior surfaces of the windows, walls or doors opening out of the Homeowner's Home. The interior roadways or parking areas of the Condominium shall not be used for storage or long-term parking of any boat, trailer, camper, bus, truck or commercial vehicle. Any such parking shall be subject, in addition, to any restriction due to zoning or local ordinance requirements. Any person parking illegally will be subject to their vehicle being towed and/or a fine.

At Closing, Homeowners will be required to register their cars with the Condominium and will be required to notify the Condominium whenever a Homeowner adds, replaces or removes any of the registered cars. See Schedule K, Article VIII of the By-Laws for a complete list of the Rules and Regulations of the Condominium.

Floor Covering

Any upper floor Homes must cover 80% open floor area with carpeting or area rugs. This does not include areas underneath beds, sofas or entertainment centers. The Board of Managers of the Condominium shall have the right to inspect all upstairs Homes upon reasonable notice to a Homeowner to insure compliance with this requirement.

Mortgage of Homes by Homeowners

A Homeowner may mortgage the Homeowner's Home at any time after the Homeowner acquires title to the Home in whatever amount and under whatever terms the Homeowner can obtain. Any Homeowner may, upon the resale of the Homeowner's Home, grant a purchase money mortgage to a Purchaser of the Homeowner's Home. A Homeowner may mortgage the Homeowner's Home only if all arrears for Common Charges, if any, are provided for at the closing of the mortgage.

Common Charges Assessment and Collection

The Board of Managers will prepare and furnish its budget to the Homeowners and their mortgagees annually. Based upon such budget and any modification thereof approved by the Board of Managers, the Homeowners will be charged for the cost of the operation of the Condominium in accordance with their interest in the Common Elements. Any Special Assessments will be charged to the Homeowners in accordance with their interest in the Common Elements. The charges assessed by the Board of Managers ("Common Charges"), in addition to the cost of repairing and maintaining the Common Elements, assessments and other normal operational costs, may include, in the discretion of the Board of Managers, reserves, working capital and other sums necessary to carry on the affairs of the Condominium. In addition, Common Charges may have to be increased as a result of Homeowners not paying their Common Charges.

The estimate of Condominium expenditures in Schedules A and B were made by the Sponsor and passed upon by Black Diamond Realty, 401 Franklin Avenue, Suite 104, Garden City, New York 11530. Although the Sponsor is of the opinion that such estimates are accurate and reasonable, they are not intended and cannot be construed as an assurance of the actual expenses and are merely based upon information available at this time. Actual costs may be lesser or greater than as set forth herein.

It is presently anticipated that the Common Charges are to be used primarily to pay for fire and other casualty insurance on the Buildings and the Common Elements, public liability and property damage insurance, legal and accounting expenses, supplies and a maintenance reserve. The Common Charges do not include maintenance, repairs or decoration of interior of the Homes or portions thereof, payments required pursuant to the terms of Homeowners' mortgages or real estate taxes covering the individual Homes.

The Common Charges which may be collected monthly by the Board of Managers and other costs of maintenance of the Homes are set forth on Schedule A. See Schedule C for estimated heating and other utility costs for each model type Home. However, additional services which the Homeowners may desire, or other factors can increase these charges. The initial Board of Managers may commence the collection of Common Charges upon the Closing of Title to the first Home or at any subsequent date as in its sole discretion it may determine. Prior to the collection of Common Charges, Sponsor shall be obligated to provide all the services disclosed in the first-year budget at its sole expense. The Board's collection of Common Charges will be in an amount necessary to carry out the duties of the Board of Managers as is set forth in this Offering Plan and such Common Charges shall be paid by the Homeowners and the Sponsor as Owner of the unsold Homes in accordance with the Common Interest set forth herein. The Common Charges will initially be placed in an account in the name of the Board of Managers in a bank authorized to do business in the State of New York.

Where a Home is damaged by casualty and the proceeds of insurance are not sufficient to cover the repair of the damage, the amount necessary to restore the Home over and above the proceeds from any fire insurance on the Homes will be a Common Charge to all Homeowners. In order to protect the Homeowner against the possibility of such Common Charges, the Board of Managers determines the amount of blanket casualty insurance covering all Homes (the cost of such insurance is part of the Common Charges) and reviews the amount of such coverage annually.

The Sponsor shall be liable for the Common Charges, Special Assessments, real estate taxes and individual utility costs of all Homes to which title has not been transferred to a Purchaser commencing when Common Charges are first collected by the Board of Managers. Once title has passed to a Purchaser, the Purchaser shall be solely responsible for all costs associated with the Home including but not limited to Common Charges, any Special Assessments, real estate taxes and all individual utility costs.

Liens for the Non-Payment of Common Charges

Under Section 339-z of the Real Property Law of the State of New York, The Board of Managers of the Condominium shall have a lien against each Home for its unpaid Common Charges and legal interest thereon prior to all other liens except liens for the payment of taxes and all sums unpaid on a first mortgage of record. The lien shall continue in force even after resale of a Home except that the Board of Managers, shall, in accordance with the Declaration of Condominium, release the lien and right to collect unpaid Common Charges against any Purchaser of a Home where such purchase arises out of a foreclosure of a first institutional mortgage when the Board of Managers has been made a party to the foreclosure action.

The Board of Managers may foreclose the lien in the same manner as a mortgage on real property or bring a separate action to collect the unpaid Common Charges and in doing so shall be entitled to recover all costs incurred including reasonable attorney's fees. The liability of each Homeowner for the payment of Common Charges thereafter

assessed against the Homeowner's Home shall terminate upon a sale, transfer or conveyance of such Home in accordance with the provisions of the Condominium Declaration and By-Laws. Further, any Homeowner may convey the Homeowner's Home to the Board of Managers or its nominee, on behalf of all other Homeowners, without any compensation and in accordance with the Declaration of Condominium and By-Laws of the Condominium, and in such event the Homeowner shall be exempt from any Common Charges thereafter assessed, but not relieved of the Homeowner's obligation to pay the Homeowner's mortgage. However, a Homeowner may not be exempt from liability for Common Charges by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Homeowner's Home.

Upon a resale, the Purchaser of a Home shall be liable for the payment of unpaid Common Charges assessed against such Home prior to the acquisition of such Home by the Purchaser, except that a mortgagee who acquires title to a Home or a Purchaser at a foreclosure sale shall not be liable and the Home shall not be subject to a lien for the payment of Common Charges assessed prior to the acquisition of title to such Home by the mortgagee or Purchaser at a foreclosure sale. In such event and in the event of a foreclosure by the Board of Managers of its lien on any Home for unpaid Common Charges where the proceeds of the foreclosure sale are not sufficient for the payment of such unpaid Common Charges, the unpaid balance shall be charged to all Homeowners as a Common Expense.

During the period of time the Sponsor retains a majority of the seats of the Board of Managers, the Sponsor will cause the Board of Managers to file a lien as provided for in Section 339-aa of the Real Property Law on Homes in which Sponsor is more than thirty (30) days in arrears of Common Charges.

Repairs, Alterations and Improvements to Homes

All maintenance, painting, repairs and replacement of the General Common Elements shall be the obligation and responsibility of the Board of Managers on behalf of the Condominium and Homeowners including but not limited to exterior walls, roof and roof membranes, roof housing of a Building, porticos of a Building, as well as painting, repair and/or maintenance of the exterior surfaces, roof, windows and doors which open from a Building, as well as all maintenance, repairs and replacements of any stairways of a Building that is a General Common Element of the Condominium, and of any pipes, wires, conduits and utility lines, or any portion of which is located in one Home and services another Home or more than one Home or so much of any pipes, wires, conduits and utility lines as are located in the General Common Elements. The cost thereof shall be a Common Expense except if such maintenance, painting, repair, or replacement is necessitated because of the negligence, misuse or neglect of a Homeowner, the Homeowner's occupants, residents, family members, tenants, licensees, contractors or any other person or company acting on behalf of the Homeowner, or the prior alteration of the Home by a Homeowner, the Homeowner's occupants, residents, family members, tenants, licensees, contractors or any other person or company acting on behalf of the

Homeowner, in which event the cost thereof shall be assessed individually and paid by the applicable Homeowner.

All maintenance and repairs to the interior portion of Homes, other than to any General Common Elements contained therein, are the responsibility of the respective Homeowners at their sole expense, including but not limited to electrical repairs and plumbing stoppages and repairs to the interior of the Homes, cleaning of interior of windows and painting and decorating of the interior of the Homes, repairs and maintenance of all stairs located in a Home (including the stairway leading to the 2nd floor Homes), repairs, maintenance, replacement and cleaning to pipes, wires and conduits located in and servicing an individual Home, maintenance, repair and replacement of individual appliances and fixtures, individual heating and cooling systems for the Homes, any hot water flues, any dryer vents and the interior side of all entrance doors and all pipes and wires servicing an individual Home other than as may be set forth above shall be made by the respective Homeowner at their own expense.

All maintenance, repair, and replacement to any portion of any pipes, sewers and/or drainage lines and wires, conduits and public utility lines located in the General Common Elements shall be the responsibility of the Condominium. The cost thereof shall be a Common Expense except if such maintenance, repair or replacement is necessitated due to the negligence, misuse or neglect of a Homeowner, the Homeowner's occupants, residents, family members, tenants, licensees, contractors or any other person or company acting on behalf of the Homeowner, or the prior alteration of a Home by a Homeowner, the Homeowner's occupants, residents, family members, tenants, licensees, contractors or any other person or company acting on behalf of the Homeowner, in which event the cost thereof shall be assessed individually and paid for by the applicable Homeowner.

All maintenance, repair and replacement to pipes, sewers and/or drainage lines and wires, conduits and public utility lines located in a Limited Common Element servicing two (2) or more Homes, shall be the responsibility of the Condominium and a Common Expense of the Condominium. The cost thereof shall be a Common Expense except if such maintenance, repair or replacement is necessitated due to the negligence, misuse or neglect of a Homeowner or the prior alteration of a Home by a Homeowner, in which event the cost thereof shall be assessed individually and paid for by the applicable Homeowner.

All structural changes to a Home shall comply with the provisions of Article VIII, Section 1(h) of the By-Laws.

All maintenance and repair to the interior portion of the window area and doors which open from a Home are the responsibility of the Homeowner who owns the applicable Home. All maintenance, repair and any replacement to the external portion of the window area, the actual window and external portion of the doors (including painting if necessary) which open from a Home will be the responsibility of the Condominium and the cost thereof shall be a Common Expense of the Condominium and paid for by all

Homeowners as provided in Article VI of the By-Laws. Notwithstanding the above, should the maintenance, repair or replacement of the external portion of the window, the actual window and external portion of the doors which open from a Home be caused as a direct result of the negligence or act of a Homeowner, resident, occupant, tenant, guest or any other person residing, visiting or doing work in the Home, the Condominium will repair or replace the external portion of the window, the window or the external portion of the doors which open from a Home and the cost of such repair or replacement shall be charged to the Homeowner as an additional Common Charge or Special Assessment.

The interior glass surfaces of all windows located in the Homes are to be cleaned at the Homeowner's sole cost and expense. The exterior surfaces of the windows of all Homes shall be cleaned by the Board of Managers and the cost shall be a Common Expense. Broken window glass in a Home shall be replaced by the Homeowner at the Homeowner'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 as a Common Expense.

All structural repairs and replacements to any rear patio and/or balcony that are Limited Common Elements of a Home, and any handrails and/or fencing located thereon that are appurtenant to an individual Home will be the responsibility of the Condominium and a Common Expense. All general maintenance and repairs of any rear patio and/or balcony and any handrails and/or fencing located thereon that is a Limited Common Element, including cleaning, snow removal and all repairs not structural in nature (including the repair of leaks, the replacement of pavers, painting or staining of the surface of a rear patio and/or balcony and/or handrails and/or fencing located thereon, and the repair or replacement of the surface of the rear patio and/or balcony and any handrails and/or fencing located thereon), shall be the responsibility of the Homeowner whose rear patio and/or balcony and any handrails and/or fencing located thereon is appurtenant to their Home and is an individual Limited Common Element of their Home. Neither the rear patios nor the balconies are permitted to be used for any type of occupancy including but not limited to dining, sleeping, living room, recreation, office, or similar use. All drains located on a rear patio and/or balcony must be kept open at all times. Homeowners will not be permitted to store any combustible material or other items in or on a rear patio and/or balcony. Neither the Condominium nor any Homeowner will be permitted to enclose or make any structural change to a rear patio and/or balcony except as required for repair or replacement. All changes to the paint and/or stain of a rear patio and/or balcony and any handrails and/or fencing located thereon must be approved by the Board of Managers of the Condominium.

The rear patios or the balconies are not permitted to be used for any type of occupancy including but not limited to dining, sleeping, living room, office or similar use unless approved by the Board of Managers and all required approvals from the local municipality and building department are obtained. All drains located on a rear patio and/or balcony must be kept open at all times. Homeowners will not be permitted to store any combustible material or other items (other than propane gas tanks if a gas barbeque is permitted) in or on a rear patio and/or balcony. Neither the Condominium nor any

Homeowner will be permitted to enclose or make any structural change to a rear patio and/or balcony except as may be permitted by the Board of Managers and all municipal and building department approval or as required for repair or replacement. Any and all changes to the paint and/or stain of a rear patio and/or balcony and any handrails and/or fencing located thereon must be approved by the Board of Managers of the Condominium.

All repairs and maintenance to any entranceway area of a Home, other than minor cleaning of said area, shall be the responsibility of the Condominium.

All repairs, maintenance and any replacement and all costs associated therewith to any hot water tank, gas boiler, air conditioning compressor and/or condenser, generators, air handler or any other heating, cooling or other mechanical system servicing or benefitting a Home exclusively, that is located in the Home or is a Limited Common Element located in or on the Common Elements and/or all apparatus, installations, systems equipment and facilities in the Common Elements (including pipes, wire, ducts, vents, cables, conduits and lines) which serve or benefit a Home exclusively (whether or not located within the four walls of such Home) shall be the responsibility of the Homeowner for such equipment, services, repair, maintenance and/or replacement. The Board of Managers shall have the right to designate or approve a contractor or contractors to do the necessary work to said equipment that is a Homeowner's responsibility at the Homeowner's sole cost and expense.

The Board of Managers shall repair all plumbing stoppages and electrical repairs occurring in the General Common Elements and the cost thereof shall be a Common Expense payable by all the Homeowners as provided in Article VI of the By-Laws. Notwithstanding, the cost of any maintenance or repairs necessitated due to the negligence, misuse or neglect by a Homeowner, occupant, tenant, guest or any other person residing in, visiting or doing work in a Home, or caused by any prior alteration of a Home, shall be assessed to and paid by the applicable Homeowner.

All Homeowners shall be responsible for all repairs, maintenance and any replacement and all costs associated therewith to any sump pump and drain appurtenant to or in a Homeowner's Home or in the portion of the basement that is assigned to each Homeowner as a Limited Common Element.

Snow removal will be provided by the Condominium and will include the common roadways, sidewalks, and parking areas that are designated as General or Limited Common Elements in and through the entire Condominium and all walkways and front entranceways leading to a Home will be a Common Expense of the Condominium. All snow removal of rear patios and balconies servicing an individual Home will be the sole responsibility of each Homeowner.

All repair and maintenance of all roadways and all parking spaces within the Condominium no matter how designated, will be the responsibility of the Condominium.

The Board of Managers shall repair and replace any public utility lines located underground or overhead of any Limited Common Element except where such repair or replacement is necessitated because of the negligence or misuse or neglect of the Homeowner to which the Limited Common Element is restricted in use, in which event such Homeowner shall make such repairs or replacements at their own expense.

The Board of Managers and their agents, employees and contractors shall have the right of access to any Home for the purpose of making any repairs or replacements to any Common Elements, no matter how classified, contained therein or elsewhere in the Condominium or to remedy any condition which would result in damage to any other Home or any other Common Element, no matter how classified, or which would violate the provisions of any mortgage covering another Home or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof or for the purpose of carrying out any of its obligations under the By-Laws or the Declaration of the Condominium. Such right of access shall be exercised in such a manner as will not unreasonably interfere with the use of the Homes but no prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Condominium or its property, or the Homes, or for the safety of Condominium residents or other persons or required to avoid the suspension of any necessary service to the Condominium.

All repairs, painting, or maintenance, whether made by the Homeowner or the Board of Managers, to the doors, windows, or the exterior surface of a Building or to any generally visible portion of the General Common Elements or Limited Common Elements shall be carried out in such a manner as to conform to the materials, style and color initially provided by the Sponsor, unless varied by the Board of Managers.

In the event that a Homeowner fails to maintain, repair or replace the Homeowner's Home or any Limited Common Element for the Homeowner's exclusive use, which maintenance, repair or replacement is necessary to protect any of the General Common Elements, or any other portions of a Building or any other Home or other Limited Common Element, the Board of Managers shall have the right to make the necessary maintenance, repair or replacement (after the failure of said Homeowner 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) of the Home or Limited Common Elements for a Home's exclusive use and to charge said Homeowner for the cost of all such repairs and/or maintenance and/or replacement. In the event that the Board of Managers charges a Homeowner for repairs, maintenance and/or replacement to their Home or for repairs to any Limited Common Element restricted in use to such Homeowner, and the Homeowner fails to make prompt payment, the Board of Managers shall be entitled to bring suit thereon and, in such event, the Homeowner shall be liable for the reasonable attorneys' fees and cost of such suit or proceeding together with interest on all sums due.

The Board of Managers shall have the right to require that a Homeowner utilize a contractor or sub-contractor of the Board of Managers choosing for any repairs,

maintenance and/or replacement of any portion of a Home or Limited Common Element that is a Homeowner's obligation at the Homeowner's sole cost and expense.

Additions, Alterations and Improvements

No Homeowner shall make any structural addition, alteration or improvement (of either a temporary or permanent nature) in or to their Home, or any Limited Common Element for its exclusive use, without the prior written approval of the Board of Managers. The Board of Managers shall have the obligation to answer any written request by a Homeowner for approval of a proposed structural addition, alteration or improvement in such Homeowner's Home within forty-five (45) days after such request is received, and failure to do so within the stipulated time shall constitute a denial by the Board of Managers of the proposed structural addition, alteration or improvement. No Homeowner shall make any structural addition, alteration or improvement in or to any Home or any Limited Common Element without first (1) obtaining and maintaining during the course of such work such insurance as the Board of Managers may reasonably prescribe and providing the Board of Managers with a certificate of insurance prior to the commencement of the work, (2) executing and delivering to the Board of Managers an agreement, in form and substance reasonably satisfactory to the Board of Managers, setting forth the reasonable terms and conditions under which such alteration, addition or improvement may be made, including, without limitation, the days and hours during which any such work may be done, (3) executing and delivering to the Board of Managers an agreement indemnifying and holding harmless the Board of Managers, its Members and Officers, and all Homeowners of the Condominium from and against any liability, cost or expense arising out of or connected to such work and (4) obtaining all approvals, as necessary, from the Village of Lynbrook, Nassau County or any other governmental agency. In the event the Board of Managers chooses to have the proposed structural addition, alteration or improvement reviewed by an independent architect or engineer, the Homeowner shall pay the charges of such architect or engineer. The Homeowner shall also bear the cost of any increased taxes or insurance premiums resulting from the structural alterations, additions or improvements.

Any application to any department of the Village of Lynbrook, Nassau County or any other governmental authority for a permit to make a structural addition, alteration or improvement in or to any Home or Limited Common Element for its exclusive use shall be completed by the Homeowner and executed by the Board of Managers only, without however, incurring any liability on the part of the Board of Managers or any of them to any contractor, subcontractor or materialmen on account of such structural addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

These provisions shall not apply to Homes owned by the Sponsor or its designee until such Homes shall have been initially conveyed by the Sponsor or such designee.

The Board of Managers reserves the right to designate a contractor or sub-contractor to do any work that is requested by a Homeowner at the Homeowner's sole cost and expense.

The Board of Managers shall not use the above provisions in a way that would violate any rights a Homeowner may have pursuant to the Federal Fair Housing Act or New York State Human Rights Law.

Purchasers should refer to Article VIII, Section 1(h) of the By-Laws.

Insurance

Purchasers should refer to Section XVIII of the Offering Plan for a complete disclosure of the insurance applicable to the Condominium.

THE CONDOMINIUM INSURANCE COVERAGE DOES NOT COVER FIRE AND LIABILITY INSURANCE FOR THE PURCHASER'S PERSONAL EFFECTS AND INTERIOR OF THE HOME. PURCHASERS ARE REQUIRED TO SECURE SUCH COVERAGE.

The Board of Managers of the Condominium will arrange for repair of the Homes in the event of casualty loss. In the event the insurance proceeds are not sufficient to cover the cost of repairs to the Homes, the balance of the cost of such repairs will be assessed against all Homeowners. For further provisions regarding repair or reconstruction of Homes, after fire or casualty and condemnation provisions see Article VII and XIII of the Condominium By-Laws. In the event of a casualty loss, the Homeowners will continue to pay the Common Charges on the Homeowner's Home.

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. See Schedule B for the estimated insurance costs of the Condominium.

Access by Board of Managers

The Board of Managers and their agents, employees and contractors shall have a right of access to any Home and to all portions of all Common Elements, limited or not, for the purpose of carrying out any of its obligations under the By-Laws, the Declaration and Rules and Regulations of the Condominium and the By-Laws. Such right of access shall be exercised in such manner as will not unreasonably interfere with the use of the Homes but no prior notice shall be required in the event the respective Board shall determine that action is immediately necessary for the preservation or safety of the Condominium or its property, or the Homes, or for the health and safety of Condominium residents or other persons, or required to avoid the suspension of any necessary service to the Condominium.

Compliance with Terms of Declaration, By-Laws and Rules and Regulations

Ownership of a Home in the Condominium subjects the Homeowner to compliance with the provisions of the Declaration and By-Laws of the Condominium as well as any Rules and Regulations contained in the Declaration or By-Laws of the Condominium or established by the Condominium in accordance therewith. The Rules and Regulations for the Condominium are set forth in the By-Laws in Part II of the Plan in Schedule K, Article VIII. The Board of Managers of the Condominium can institute legal actions to enforce compliance with the provisions of the Declaration of Condominium and By-Laws of the Condominium as well as the Rules and Regulations of the Condominium established therewith.

No Homeowner shall make any addition, alteration or improvement (of either a temporary or permanent nature) of a structural nature in or to the Homeowner's Home, or any Limited Common Element, without the prior written approval of the Board of Managers of the Condominium. Said provisions requiring the written consent of the Board of Managers does not apply to the Sponsor.

The provisions of the By-Laws which requires Members of the Board of Managers of the Condominium to be Homeowners will not apply to the First Board of Managers of the Condominium or any Sponsor designees to the Board of Managers of the Condominium.

Pet Provision

Homeowners will be permitted to keep dogs, cats, or other common household pets in their Home subject to the provisions of this regulation and subject to the rights of a Homeowner pursuant to any federal, state or city law or regulation. The foregoing notwithstanding, no breed or mix of dog, including American Pit Bulls, Terrier or Rottweiler, deemed to be dangerous to the safety of the residents of the Condominium shall be permitted to be kept or harbored in the Condominium or any Home. The foregoing notwithstanding, no more than two (2) dogs per Home will be permitted. No exceptions will be permitted unless the same in each instance be expressly permitted in writing by the Board of Managers of the Condominium and unless the dog is a qualified therapy support dog or animal under the Americans with Disabilities Act, the Fair Housing Act, the New York State Civil Rights Law, and/or the New York City Administrative Code ("Support Animal") required for a qualified resident, tenant and/or guest pursuant to the requirements of said statutes or codes for a Support Animal. No exotic animals such as snakes or undomesticated wild animals are permitted in a Home. No animals may be kept or maintained in a Home for any commercial purposes; and provided further that any such pet, including a Support Animal, causing or creating a nuisance or unreasonable disturbance, or noise shall be permanently removed from the Property upon fifteen (15) days written notice from the Board of Managers. All Homeowners shall advise the Board of Managers of any household pet intended to be kept in their Home prior to the household pet residing therein. In addition to the above restrictions, the Board of Managers shall have the right to further adopt additional rules and regulations regarding pets including,

but not limited to limiting the number, size and type of pet including but not limited to the type of breed of such pet permitted to be kept in a Home. In no event shall any animal be permitted in any of the public corridors or lobbies of the Condominium unless carried or on leash and in compliance with the local and municipal rules and regulations regarding pets. All Homeowners shall be responsible for (i) picking up and disposing of their pet's waste; (ii) for any damage caused by their pets to any Common Elements of the Condominium; (iii) keeping their pets immunizations up to date; (iv) indemnifying and holding harmless the Condominium, all Homeowners and the Managing Agent from all claims and expenses resulting from acts of such pet; and (v) abiding by any and all Rules and Regulations applicable to the pets adopted with respect thereto; and (vi) abiding by all federal, state, city and local requirements applicable to Support Animals.

Easements

Every Homeowner shall have an easement in common with the owners of other Homes to maintain and use all pipes, wires, conduits, drainage lines, sewer or waste pipes and public utility lines located in other Homes and servicing such Homeowner's Home. Each Home shall be subject to an easement in favor of the Homeowners of other Homes to maintain and use the pipes, wires, conduits, drainage lines, sewer or waste pipes and public utility lines servicing any other Home.

Every Homeowner shall have an easement of access in, through and upon the Common Elements of the Condominium, no matter how classified, to repair, maintain and replace any hot water tank, gas boiler, electric heating equipment, air conditioning compressor and/or condenser, generators, air handler or any other heating, cooling or other mechanical system that serves or benefits a Homeowner's Home exclusively, that is located in the Common Elements, no matter how classified. Every Homeowner shall be liable for any and all damage to the Common Elements, no matter how classified, which shall be caused by a Homeowner or its agents that may be caused as a result of the repair, maintenance and replacement of any hot water tank, gas boiler, electric heating equipment, air conditioning compressor and/or condenser, generators, air handler or any other heating, cooling or other mechanical system that serves or benefits a Homeowner's Home exclusively.

Every Homeowner shall have an easement of ingress and egress in, through and upon the basement of a Building for access to the storage space and any mechanical equipment that are a Limited Common Element of a Homeowner's Home.

The Board of Managers of the Condominium shall have a right of access to each Home for maintenance, repair or improvements to any pipes, wires, conduits, drainage lines, sewer or waste pipes and public utility lines located in any Home and servicing any other Home and/or servicing the Common Elements, no matter how designated, or which causes damage or is in imminent danger of causing damage to any other Home or any Common Element, no matter how designated. The cost of such repairs shall be a Common Expense of the Condominium. Notwithstanding the cost of any maintenance or repairs necessitated due to the negligence, misuse or neglect of a Homeowner, occupant,

tenant, guest or any other person residing in, visiting or doing work in the Home, or caused by any alteration of a Home shall be assessed to and paid for by the applicable Homeowner as an additional Common Charge obligation to the Homeowner and shall be treated as such regarding late penalties and a lien upon the property as elsewhere provided in the Declaration of Condominium or By-Laws of the Condominium.

The Board of Managers of the Condominium shall have a right of access to all Common Elements for maintenance, repair or improvement whether such Common Elements are restricted or not.

The Board of Managers and their agents, employees and contractors shall have an easement for access through all the Common Elements, no matter how classified, and the Homes to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace any Common Elements, no matter how classified, contained therein or elsewhere in the Condominium or to remedy any condition which would result in damage to any Home or any other Common Element no matter how classified, or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof or for the purpose of carrying out any of its obligations under the By-Laws or the Declaration of Condominium or for the health and safety of the Condominium and its residents. Such right of access to a Home shall be exercised in such a manner as is required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or health or safety of the Condominium or its Property, or the Homes, or for the safety of Condominium residents or other persons or required to avoid the suspension of any necessary service to the Condominium.

Each respective utility and cable company shall have a right of access to the Common Elements and each Home for maintenance, repair or improvements to any pipes, sewers and/or drainage lines, wires, conduits, and public utility lines located in the Common Elements and any Home. Any utility or cable company and its employees and agents shall have the right of access to any Home or the Common Elements in furtherance of such easements, provided such right of access shall be exercised in such a manner as shall not unreasonably interfere with the use of any Home for its permitted purposes by its owner or occupants.

The Board of Managers shall have the right to grant such additional electric, gas, water, sewer or other utility easements or relocate any existing utility easement in any portion of the Condominium as the Board of Managers shall deem necessary or desirable for the proper operation and maintenance of the Condominium, or any portion thereof, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of any Home for its permitted purposes. Any utility company and its employees and agents shall have the right of access to any Home or the Common Elements in furtherance of such easements, provided such right of access shall be exercised in such a manner as shall not unreasonably interfere with the use of any Home for its permitted purposes by its owner, tenants or occupants.

The Board of Managers shall have the right to grant easements in any portion of the Condominium Property as the Board of Managers shall deem necessary or desirable for the purpose of installation, maintenance and repair of a satellite dish, cable service or other data or internet services and all ancillary wires, conduits, utility lines and any other services required for a satellite dish, cable service or other data or internet services for the use of the Homeowners in the Condominium.

The Board of Managers shall have an easement through the Homes for access, installation, maintenance, repair and replacement of any flues, vents, air-conditioning, gas, heating, ventilating, water and other mechanical lines and fixtures and any other machinery, pipes, wires, conduits, equipment, or meters servicing any portion of the Condominium.

The Board of Managers shall have an easement in, through and over the Common Elements and Homes for access to provide any required services to eliminate or prevent rodents, insects and other vermin that affect the Common Elements or two (2) or more Homes.

The Board of Managers or any of its agents, employees or contractors shall have easements and a right of access through, under, over and across the Common Elements (whether restricted or not) and the Homes for the purpose of performing all of its obligations as provided for in the Declaration of Condominium and By-Laws of the Condominium filed or to be filed in the Nassau County Clerk's Office.

As long as the Sponsor retains an Unsold Home in the Condominium the Sponsor shall have the right to grant any electric, gas, water, sewer, drainage, cable or other utility company the right to install and/or relocate any pipes, wires conduits, machinery, equipment and/or meters and to grant any new easements or relocate any existing easements as a result thereto, in any portion of the Condominium as the Sponsor shall deem necessary or desirable for the proper operation and maintenance of the Condominium, or any portion thereof, provided that such additional installation and/or relocation of any pipes, wires conduits, machinery, equipment and/or meters or new easements or relocation of any existing easements will not prevent or unreasonably interfere with the use of any Home for its permitted purposes unless required by law. Any utility and/or cable company and its employees and agents shall have the right of access to any Home or the Common Elements in furtherance of such easements. Access in, under, over and through the Property of the Condominium shall be exercised in such a manner as shall not unreasonably interfere with the use of any Home for its permitted purposes by its owner, tenants or occupants unless access is immediately necessary for the preservation or safety of the Condominium or its Property, or the Homes, or for the safety of Condominium residents or other persons, or required to avoid the suspension of any necessary service to the Condominium.

The Sponsor, its successors, assigns and designees, reserve the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across the Condominium Property for the purpose of completing construction and sale of Homes

and facilities in the Condominium, and towards this end, reserves the right to grant and reserve easements and rights-of-way in, through, under, over and across the Common Elements for the installation, maintenance and inspection of lines and appurtenances for public or private electric, gas, water, sewer, drainage, cable television and other utilities and for any other materials or services necessary for the completion of the work. The Sponsor, its successors, assigns, and designees, also reserve the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, Sewage Collection System and drainage lines which may from time to time be in or along the streets and roads or other areas of the Common Elements. The Sponsor, its successors, assigns, and designees, shall have an easement to erect and maintain general sales, leasing, business or administration offices and/or model Homes, to erect, maintain, repair and replace from time to time one or more free-standing and other selling, directional and informational signs in/or on the Condominium as it deems necessary for the purposes of advertising the sale of Homes and for the purpose of showing Homes in the Condominium to prospective Purchasers and for access to Homes and Common Elements consistent with the purposes of the Declaration, the Condominium By-Laws as the same may be amended, and Sponsor's rights and obligations thereunder, including, without limitation the right to develop, renovate, maintain, repair, refurbish, offer, sell Homes, together with their interest in the Common Elements. The Sponsor, its successors, assigns and designees further reserve the right to continue to use the Common Elements, Site Amenities, Recreational Facilities and any facilities, sales offices, model homes, signs and parking spaces located on the Common Elements, in its efforts to market homes constructed in the Condominium and to complete construction of the Condominium. The Sponsor, its successor, assignee and/or designee shall have an easement of ingress and egress in, through and over the Condominium to access any area of the Condominium for as long as said Condominium is in existence as necessary to market other communities in which the Sponsor, its successor, assignee and/or designee is engaged in the sale and/or leasing of housing to prospective purchasers and/or lessees of such other communities. This paragraph shall not be amended without the consent of the Sponsor.

Sponsor shall have an easement over or to the Common Elements as may, at any time, be required without the necessity of the consent of the Board of Managers, or joinder therein, by the Homeowners or any mortgagee to erect and maintain signs and other promotional materials (including, without limitation, "For Sale" signs and "For Rent" signs (if rentals are permitted), in connection with the promotion, sale, leasing (if rentals are permitted), management, or operation of this Condominium and any other property, development or community the Sponsor, its successors, assignees or designees prescribe for the life of the Condominium.

Each Homeowner hereby grants a right of access into and through their Home to Sponsor or its successor, assignee or designee, and any contractors, subcontractors, agents, and employees of the foregoing for the purposes of the repair and completion of any installation, construction, modification, alteration, renovation, maintenance, repair, restoration, replacement, or change being performed or to be performed by or on behalf of Sponsor with respect to the Common Elements and/or the Homes.

Each Home will have an easement of support from all structural members (including, but not limited to, columns, footings, bracings, foundations, slabs, and exterior walls) supporting or serving a Building and any replacement thereof and additions thereto and an easement of necessity, and each Home will be subject to an easement of support and necessity in favor of all other Homes and the Common Elements.

Each Home will have an easement for lateral and vertical support among all adjoining Homes and Common Elements.

All emergency vehicles and personnel, including, but not limited to, police, fire and medical vehicles and personnel shall be granted an easement of ingress and egress over, upon and through the Condominium Property. This paragraph may not be amended by the Homeowners in the Condominium.

The Board of Managers of the Condominium will have and each Home will be subject to, an easement (a) to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace the General Common Elements and any Limited Common Elements that are the obligation of the Condominium located in, over, under, through or upon any Home, or any other Common Elements or elsewhere in the Condominium and (b) to maintain any encroachment on any Home or Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of the General Common Elements or any Limited Common Elements that are the obligation of the Condominium.

Any easements granted to Sponsor, the Board of Managers of the Condominium, any Home or any Homeowner under the Declaration of Condominium and the By-Laws may be exercised by such Sponsor's, Board of Managers' of the Condominium or Homeowner's employees, agents, contractors, suppliers, customers, guests, invitees, licensees, servants, members, and visitors, as the case may be, to the extent necessary to effectuate the purpose for the easement or as otherwise authorized by the Sponsor, the Homeowner or the Board of Managers of the Condominium.

Each Homeowner will have a right and easement to use its Home and the Limited Common Elements appurtenant to such Home, and the General Common Elements, subject to and in accordance with the terms and conditions of the Declaration of Condominium and By-Laws.

All Homeowners, tenants, occupants, residents, guests and anyone else needing access to a Home shall have an easement of ingress and egress, in, through and over the Condominium Property.

The Board of Managers of the Condominium will have an easement and unlimited access to any Limited Common Elements for the purpose of making inspections, repairs or rebuilding a Building in the Condominium.

All easements reserved to Sponsor and to its successors, assigns and designees are paramount and take precedence and priority over the easements granted to the Board and Homeowners.

Allocation of Common Interest

The Common Interest of the Condominium establishes the Homeowners percentage of ownership in the Common Elements and percentage of liability for the payment of Common Charges. Each Homeowner has the percentage of Common Interest in the Condominium set forth on Schedule A. Such allocation has been based upon equal percentages, one (1) for each Home, as of the recording of the Declaration of Condominium pursuant to section 339-i (1) (iii) of the Real Property Law of the State of New York. The percentage of Common Interest of one (1) or more Homes may have been adjusted a de minimis amount so that the total equals 100%. Notwithstanding said fact the Common Charges payable by each Home will be in an equal amount.

The percentage of the undivided interest in the Common Elements shall not be changed except with the consent of all the Homeowners affected expressed in a duly recorded amendment to the Declaration of Condominium.

Copies of both the Declaration of Condominium and By-Laws of the Condominium are contained in Part II of the Offering Plan.

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XX. REAL ESTATE TAXES

In accordance with the New York State Condominium Act, real estate taxes applicable to each Home will be separately assessed and taxed as a separate tax lot and the Homeowner will not be responsible for payment of or subject to any lien arising from nonpayment of taxes for another Home. The assessing agency for the Homes is Nassau County, the Lynbrook School District and the Village of Lynbrook. The estimated monthly costs and charges to be incurred by the owner of each Home in the first year in which the property will be fully subject to real estate taxes together with estimated Common Charges on each Home and other carrying costs are set forth on Schedule A. Real estate tax estimates are based upon a letter received from Certilman Balin Adler & Hyman, LLP, 90 Merrick Avenue, 9th Floor, East Meadow, New York 11554, a copy of which is contained in Section XXII of the Offering Plan and which is based upon the following:

It is estimated that the final assessed valuation of this property for Town and School purposes upon completion estimated to be in November 2025 will begin with the 2026/27 tax year and has been estimated on a market approach by taking the proposed selling prices of the units reflected in Schedule A, applying the County's latest 2025/26 Class 1 Residential Assessment Ratio of .066%, and applying a 6% upward trend to the current 2024/25 Class 1 tax rates of $20.96145 (School), and $2.11091 (General) per $100 assessed value for estimated taxes.

In addition, the Village of Lynbrook will separately assess this property for Village tax purposes on an income approach to value in accordance with New York's RPTL §581. Using an estimated market rent of $3,700/month, 5% vacancy and 20% expenses, this net income capitalizes to a market value of $330,000/unit. Using the Village's current equalization rate of 4.31%, the indicated assessed value of each unit would be $14,223. At the current tax rate of $24.22/100 increased by 2.2%/year, the estimated Village tax is $3,590/unit.

The schedule attached to the real estate tax letter from Certilman Balin Adler & Hyman includes a breakdown of the General, School and Village estimated real estate taxes.

Judicial precedent has recognized that for purposes of taxation, residential condominium is the "fee ownership of the living space together with a proportionate undivided interest in the common areas or elements of the land and building." *Rutherman v. Pelcher 89 Misc 2d 560, 562 (NY Misc 1977)*. By express definition under the Real Property Law Article 9-B §339-g "each unit together with its common interest shall for all purposes constitute real property" and under RPL §339-y each unit is deemed a parcel subject to separate assessments.

Accordingly, the value of the common areas should be reflected in the Condominium Unit Assessments. These common areas will include the parking areas, roads, and open spaces.

The above estimates do not include any exemptions which may be granted.

The New York State Tax Relief Program ("STAR") provides an exemption from school property taxes for owner-occupied primary residences whose owners meet the income threshold of total household income of less than $500,000. This state financed exemption is authorized by §425 of the Real Property Tax Law. Therefore, if the condominium is the primary residence for an owner who meets the income threshold, he or she may apply for the "STAR" exemption.

A taxpayer who is eligible for the Basic STAR exemption will be entitled to a partial rebate of school district taxes. The Basic STAR exemption of properties within the Lynbrook School District amounts to approximately $1,048.07 for the 2024/25 tax year but may vary from year to year.

Primary-residence owners who meet additional requirements are eligible to receive the "Enhanced" STAR exemption. To be eligible, all property owners must be 65 years of age or older, with Federal Adjusted Gross Income less any taxable IRA distributions that does not exceed $107,300 a year for the 2025/26 School tax year. The office of Real Property Services has revised and promulgates the eligible income limit for each tax roll year. The amount of the Enhanced STAR exemption for the Lynbrook School District amounts to a current rebate of approximately $2,491.96 for the 2024/25 tax year.

As the projected selling prices, rental value, tax rates, ratios, and assessed values of this property may change by the time the property is completed and fully assessed, there can be no assurances that the Assessor will utilize the estimates used above. In such event, the real estate taxes applicable to the subject may be higher, or lower, than projected.

After the Condominium is divided into individual tax lots, each Home will be taxed as a separate tax lot for real estate tax purposes and the Homeowner will not be responsible for the payment of, nor will the Home be subject to, any lien arising from the non-payment of taxes on other Homes.

Although in the Sponsor's opinion the above method of calculation, assessed valuation and real estate taxes applicable to each Home are reasonable there can be no assurance that the assessed valuation, real estate taxes or the method of calculation of real estate taxes applicable to each Home will be the method of calculation, final assessed valuation or real estate taxes utilized, issued or assessed by the applicable taxing authorities for each Home. If for any reason a different method of calculation is used, or a different assessment is placed upon any of the Homes by such authorities or a different tax rate is in effect real estate taxes may increase or decrease depending upon the final decision of such taxing authorities and/or the then applicable tax rate. As such, no representation or warranty is made that the actual assessed valuation or projected real estate taxes will be as projected Schedule A, or that the projected tax rate will not change.

In no event will Sponsor, Sponsor's Counsel, or any offerors hereunder be liable to any Purchaser under this Plan, nor will any Purchaser have the right to rescind the Purchaser Agreement, in the event the actual taxes differ from those projected.

Pursuant to the Federal Tax cuts and Jobs Act of 2017, the real estate taxes payable by a Homeowner which are assessed against their Home by any governmental taxing authority, are a proper deduction in connection with Federal and State income taxes payable by such Homeowner to a maximum of $10,000. In the event a Purchaser of a Home obtains a mortgage, the interest payable on mortgages, up to $750,000 of such mortgage, will be deductible for Federal income tax purposes to the extent allowed by law provided the Home will be the Purchaser's principal residence. Purchasers should further note that any projected tax deduction or credit (where applicable) may vary in future years due to changes in real property taxes resulting from changes in the assessed value, the tax rate or the method of assessing real property.

It is anticipated that the Closing of Title to the first Home in the Condominium will occur on or about November 1, 2025, barring any unforeseen circumstances such as rate of sales, weather conditions, possible strikes, material shortages, acts of God, Force Majeure or other unforeseen delays beyond the control of the Sponsor.

In the event the Homes have not been separately assessed for real estate tax purposes prior to the Closing of Title to the first Home, Sponsor may place in escrow, in the name of the Board of Managers, an amount equal to the unpaid real estate taxes which will be levied against the Homes in the Condominium for the six (6) month period following the first Closing. Thereafter, at each Closing during said period, each Purchaser will reimburse the Sponsor for the pro-rata amount paid on behalf of said Home. In the event the actual assessment is greater than the amount adjusted, Purchaser agrees to reimburse Sponsor after the Closing to the extent of the actual assessment. In the event the actual assessment is less than the amount adjusted, Sponsor agrees to reimburse the Purchaser after the Closing to the extent of the actual assessment.

Alternatively, the Sponsor may place in escrow, in the name of Board of Managers, an amount equal to the real estate taxes attributable to the unsold Homes for such six (6) month period and may collect at each Closing the estimated amount of taxes attributable to such Home for the balance of the six (6) month period. The Board of Managers will pay the real estate taxes from the escrow account when taxes are due and payable. After the Homes are separately assessed, the funder of the escrow account will be reimbursed for any overpayment of taxes or assessed for an underpayment.

There are no tax certiorari proceedings currently pending for the property. Pursuant to the term of the By-Laws the Board of Managers is empowered to act as an agent for one (1) or more Homeowners to file a single complaint and bring a special proceeding on behalf of Homeowners who wish to contest the real estate tax assessments of their Home pursuant to Section 339-y (4) of the New York Property Law. The Board of Managers is not obligated to perform such services and it is necessary to obtain the written authorization of the Homeowners.

Homeowners will not be responsible for the payment of, nor will they be subjected to, any lien arising from the non-payment of real estate taxes on other Homes.

The Sponsor anticipates that the real estate tax rate will vary in future years rather than remain constant. The estimates of projected real estate taxes in this Offering Plan have been prepared by the Sponsor and cannot be construed as an assurance of the final tax costs but are merely estimates based upon information available to the Sponsor at this time. In no event will the Sponsor or Sponsor's Counsel be liable to any Purchaser under this Plan, nor will any Purchaser have the right to rescind the Purchaser's Purchase Agreement, in the event the amount of the taxes differ from those projected.

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XXI. INCOME TAX DEDUCTIONS TO HOMEOWNERS AND TAX STATUS OF THE CONDOMINIUM

The Sponsor has been advised by its counsel, Certilman Balin Adler & Hyman, LLP, that each Homeowner will be entitled under present law to a deduction for Federal and New York State income tax purposes for the real estate taxes paid by a Homeowner covering the Homeowner's Home and, provided the Home is used as the Homeowners primary residence, for the interest paid by the Homeowner on any mortgage covering the Homeowner's Home to the maximum amount currently permitted by law. See the Opinion of Counsel in Section XXII of the Offering Plan.

The Sponsor has been advised by its counsel that the Condominium will be taxed on any excess of income over expenses from unrelated sources. Examples of unrelated source income include interest earned on reserve and other invested funds, income from concessions and income from dues or fees received from persons other than the Homeowners. If the Condominium is required to pay taxes, the amount thereof will be levied as an additional Common Charge.

Sponsor has also been advised that pursuant to Section 528 of the Internal Revenue Code, certain Condominiums, substantially all of whose Homes are used for residences, are afforded the opportunity to elect to be treated as tax exempt organizations. In order to qualify, sixty (60%) percent or more of the gross income of each must consist of amounts received as membership dues, fees or assessments from the Homeowners and ninety (90%) percent or more of the expenditures of each must be for the acquisition, construction, management, maintenance and care of the Condominium Properties, which properties, as defined in Section 528 of said Code, include property held by the Condominium, property commonly held by the Members of the Condominium, or property within the Condominium held by the Members of the Condominium. This Condominium has been structured so that it will meet the requirements of Section 528 of the Internal Revenue Code and as a result the Condominium will be eligible to be treated as a tax-exempt organization under Section 528 of the Internal Revenue Code. Purchasers should refer to the Opinion of Counsel in Section XXII of the Offering Plan.

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CERTILMAN BALIN ATTORNEYS

90 MERRICK AVENUE, 9TH FLOOR
EAST MEADOW, NY 11554
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XXII. OPINION OF COUNSEL

RICHARD HERZBACH
PARTNER
DIRECT DIAL 516.296.7006
rherzbach@certilmanbalin.com

April 9, 2025

161 Union LLC
363 Perkins Avenue
Oceanside, NY 11572

Re: **Parsons Corners at Lynbrook Condominium**

Gentlepeople:

We note that the Offering Plan for the above-captioned Condominium states that it is believed that the monthly payments of interest on any mortgage, up to a maximum of $750,000 of such mortgage, which becomes a lien on a condominium Home and real estate taxes payable by a Homeowner, which are assessed against the Home by any governmental taxing authority, are a proper deduction in connection with Federal and New York State Income Taxes payable by the owner of such Condominium Home to the maximum amount currently allowed by law. Pursuant to the Federal Tax Cuts and Jobs Act of 2017 (the "Act"), which went into effect on January 1, 2018, the maximum amount of a mortgage for which an individual can deduct the interest is $750,000. In addition, the Act placed a maximum of $10,000 on the amount an individual can deduct for the combined amount of real estate taxes and State income taxes.

We have given this matter careful study, and it is our opinion that, pursuant to the provisions of the Internal Revenue Code (the "Code") the provision of the New York State Law (See Section 615 of the Tax Law), such interest payments and the aforesaid real estate payments are proper deductions by the owner of a Condominium Home, in connection with their Federal and New York State income taxes to the maximum amount currently allowed by the Act. Similarly, we are of the opinion that each Condominium Homeowner whose Home is their principal residence will be entitled, under the Code and Section 615 (a) of the State Law, to deduct interest paid or accrued by the Homeowner on any mortgage which becomes a lien on a Condominium Home to the maximum amount currently allowed by the Act.

Pursuant to Section 528 of the Code certain Condominiums, substantially all of whose Homes are used for residences, the opportunity to elect to be treated as tax exempt organizations. In order to qualify, sixty (60%) percent or more of the gross income of each must consist of amounts received as membership dues, fees or assessments from the Homeowners and ninety (90%) percent or more of the expenditures of each must

be for the acquisition, construction, management, maintenance and care of the Condominium properties, which properties, as defined in 528 of the Code, include property held by the Condominium, or property within the Condominium. Based upon our examination of the Offering Plan and subject to the Condominium, if one is formed, actually satisfying the minimum percentage income and expenditure criteria set forth above, it is out opinion that the Condominium will be eligible to be treated as a tax-exempt organization under Section 528 of the Code.

Such an election will exempt from Federal and New York State Income Taxation all amounts received by the Condominium from the Homeowners as membership dues, fees or assessments. The Condominium will be taxed, however, on any excess of income over expenses from unrelated sources. Examples of unrelated sources of income include interest earned on reserve funds, income from concessions and income from dues or fees received from persons other than the Homeowners. In the event the Condominium fails to qualify for and elect Section 528 taxation status in any year, it may, to the extent it has any income from unrelated sources or from accumulated revenues received by virtue of dues, fees and assessments received from Homeowners not expended in any taxable year, be subject to Federal and New York State Income Taxation (see Rev. Ruling 74-99, 1974-1 C.B. 131).

We have considered the relevant cases and rulings on the tax status of the Condominium including Revenue Rulings 74-17, 74-99, 75-370 and 75-371. These rulings, under certain circumstances, permit assessments for capital replacements and new or replacement equipment to be excluded from the Condominium's income and be treated for tax purposes as additional capital contributions. In such case each Homeowner's assessment for such purposes would add to their tax basis. Although the Condominium described in the Plan may be deemed a taxable entity under such Rulings, assuming that all expenses are designated and accounted for, and that certain other special purpose assessments are properly treated as trust funds, the Condominium should not realize any significant amount of taxable income, other than with respect to incidental investment income, such as interest earned on reserve funds deposited in bank accounts.

We have examined the exceptions to title set forth in Section XIV of the Offering Plan, and we are of the opinion that none of such exceptions of title are contrary to the terms of the Purchase Agreement nor do they interfere with the quiet use or enjoyment of the Purchaser's Home as set forth in the Offering Plan.

In addition, we note that the percentage of Common Interest for each Home as contained in Schedule A has been determined based upon equal percentages, one (1) for each Home, as of the date of the filing of the Declaration of Condominium. In our opinion, this is a proper method of determining the percentage of Common Interest in a Condominium and complies with Section 339-(i) (1) (iii) of the Real Property Law.

In our opinion, the Condominium will be eligible for tax exempt status, if it so elects, and Homeowners will be entitled to the above-mentioned income tax deductions to the

maximum amount permitted by law. However, this opinion is not a guarantee; it is based on existing rules of law applied to the given facts and documents referred to above. No assurances can be given that the tax laws upon which counsel bases this opinion will not change. In no event will the Sponsor, the Sponsor's counsel, the Board of Managers of the Condominium, the selling agent or any other person be liable if there are changes in the facts on which counsel relied in issuing this opinion or if there are changes in the applicable statutes, regulations, decisional law or Internal Revenue Service rulings on which counsel relied which cause the Condominium to cease to meet the requirements of Section 528 of the Code or the New York State tax law as amended and Homeowners are not entitled to income tax deductions.

It is our understanding that this letter will be made a part of the Offering Plan of the Condominium.

Very truly yours,

CERTILMAN BALIN ADLER & HYMAN LLP

Richard Herzbach, Partner

CERTILMAN BALIN ATTORNEYS

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DALE ALLINSON
PARTNER
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dallinson@certilmanbalin.com

April 7, 2025

Mr. Billy Geier
161 Union LLC
363 Perkins Ave.
Oceanside, NY 11572

Re: Parsons Corners at Lynbrook
161 Union Ave., Lynbrook
Section 42, Block 158, Lots 433
Our Client ID: 56767.001

Dear Mr. Geier:

This is in response to your request for an opinion of the real estate assessments and taxes upon the completion of construction of the above referenced residential condominium project.

You have advised us that the project consists of two 2 story buildings with a total of sixteen 2-bedroom, 2 bath condominium units together with 40 parking spots. The anticipated completion date is November 2025.

This letter is being sent to you with the express understanding that our firm assumes no liability for the projections presented herein. These projections are based on critical facts and figures that are subject to change by governmental agencies and market conditions. The following analysis is only our opinion presented for your assistance in preparation of the offering plan.

The County is currently assessing the property based on its existing condition as a class 4 commercial property for the 2024/25 and 2025/26 assessment years.

Adopting a 3%/year increase to the current tax rates, results in an estimated school tax for 2025/26 of $45,781 and 2026 general tax of $4,908.

The Village's 2025/26 assessment roll reflects the demolition for an assessed value of $28,700 and an estimated 2025/26 Village tax of $7,150.

Based on our familiarity of assessing practices in Nassau County, and the proposed schedule of units provided to us by you, the final assessed valuation of this property for Town and School purposes upon completion estimated to be in November 2025 will begin with the 2026/27 tax year and has been estimated on a market approach by taking the proposed selling prices of the units, applying the County's latest 2025/26 Class 1 Residential Assessment Ratio of .066%, and

applying a 6% upward trend to the current 2024/25 Class 1 tax rates of $20.96145 (School), and $2.11091 (General) per $100 assessed value. However, nothing herein should be viewed as a guarantee regarding future tax rates.

In addition, the Village of Lynbrook will separately assess this property for Village tax purposes on an income approach to value in accordance with New York's RPTL §581. Using an estimated market rent of $3,700/month, 5% vacancy and 20% expenses, this net income capitalizes to a market value of $330,000/unit. Using the Village's current equalization rate of 4.31%, the indicated assessed value of each unit would be $14,223. At the current tax rate of $24.22/100 increased by 2.2%/year, the estimated Village tax is $3,590/unit.

A schedule of the projected County, School, and Village taxes is annexed hereto.

Judicial precedent has recognized that for purposes of taxation, residential condominium is the "fee ownership of the living space together with a proportionate undivided interest in the common areas or elements of the land and building." *Rutherman v. Pelcher 89 Misc 2d 560, 562 (NY Misc 1977)*. By express definition under the Real Property Law Article 9-B §339-g "each unit together with its common interest shall for all purposes constitute real property" and under RPL §339-y each unit is deemed a parcel subject to separate assessments.

Accordingly, the value of the common areas should be reflected in the Condominium Unit Assessments. These common areas will include the parking areas, roads, and open spaces.

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

The above estimates do not include any exemptions which may be granted.

The New York State Tax Relief Program ("STAR") provides an exemption from school property taxes for owner-occupied primary residences whose owners meet the income threshold of total household income of less than $500,000. This state financed exemption is authorized by §425 of the Real Property Tax Law. Therefore, if the condominium is the primary residence for an owner who meets the income threshold, he or she may apply for the "STAR" exemption.

A taxpayer who is eligible for the Basic STAR exemption will be entitled to a partial rebate of school district taxes. The Basic STAR exemption of properties within the Lynbrook School District amounts to approximately $1,048.07 for the 2024/25 tax year but may vary from year to year.

Primary-residence owners who meet additional requirements are eligible to receive the "Enhanced" STAR exemption. To be eligible, all property owners must be 65 years of age or older, with Federal Adjusted Gross Income less any taxable IRA distributions that does not exceed $107,300 a year for the 2025/26 School tax year. The office of Real Property Services has revised and promulgates the eligible income limit for each tax roll year. The amount of the Enhanced

STAR exemption for the Lynbrook School District amounts to a current rebate of approximately $2,491.96 for the 2024/25 tax year.

As the projected selling prices, rental value, tax rates, ratios, and assessed values of this property may change by the time the property is completed and fully assessed, there can be no assurances that the Assessor will utilize the estimates used herein.

In such event, the real estate taxes applicable to the subject may be higher, or lower, than projected.

Very truly yours,

Dale Allinson

DA:mm
Enclosure

8536937.1

Parsons Corners at Lynbrook
161 Union Avenue
Lynbrook, New York 11563

Home Number	(2) First Floor Square Footage	(2) Second Floor Square Footage	(1) Total Offering Price	2025-26 Estimated Annual School Taxes	2025-26 Estimated Annual General Taxes	2025-26 Estimated Annual Village Taxes	(5) 2025-26 Estimated Real Estate Taxes	
							Monthly	Annual
1	868	0	$615,000	$ 9,018.70	$ 908.40	$ 3,590.00	$ 1,126.43	$ 13,517.10
2	0	894	$629,000	$ 9,224.00	$ 929.08	$ 3,590.00	$ 1,145.26	$ 13,743.08
3	830	0	$599,000	$ 8,784.06	$ 884.77	$ 3,590.00	$ 1,104.90	$ 13,258.83
4	0	890	$610,000	$ 8,945.37	$ 901.02	$ 3,590.00	$ 1,119.70	$ 13,436.39
5	830	0	$599,000	$ 8,784.06	$ 884.77	$ 3,590.00	$ 1,104.90	$ 13,258.83
6	0	884	$615,000	$ 9,018.70	$ 908.40	$ 3,590.00	$ 1,126.43	$ 13,517.10
7	830	0	$599,000	$ 8,784.06	$ 884.77	$ 3,590.00	$ 1,104.90	$ 13,258.83
8	0	890	$605,000	$ 8,872.05	$ 893.63	$ 3,590.00	$ 1,112.97	$ 13,355.68
9	830	0	$579,000	$ 8,490.77	$ 855.23	$ 3,590.00	$ 1,078.00	$ 12,936.00
10	0	884	$600,000	$ 8,798.72	$ 886.25	$ 3,590.00	$ 1,106.25	$ 13,274.97
11	840	0	$579,000	$ 8,490.77	$ 855.23	$ 3,590.00	$ 1,078.00	$ 12,936.00
12	0	900	$605,000	$ 8,872.05	$ 893.63	$ 3,590.00	$ 1,112.97	$ 13,355.68
13	840	0	$619,000	$ 9,077.35	$ 914.31	$ 3,590.00	$ 1,131.81	$ 13,581.66
14	0	894	$629,000	$ 9,224.00	$ 929.08	$ 3,590.00	$ 1,145.26	$ 13,743.08
15	840	0	$610,000	$ 8,945.37	$ 901.02	$ 3,590.00	$ 1,119.70	$ 13,436.39
16	0	900	$619,000	$ 9,077.35	$ 914.31	$ 3,590.00	$ 1,131.81	$ 13,581.66

XXIII. RESERVE FUND

The Condominium budget includes as a line item a reserve fund ("Reserve Fund") in the amount as provided for in the budget. Said Reserve Fund is to be collected out of the Common Charges of the Condominium. The Reserve Fund for the Condominium is to be used solely for future repair of the Common Elements of the Condominium.

No representation is made that the Reserve Fund will be adequate for future expenses including repairs or replacements of Common Elements. If additional funds are required over and above the Reserve Fund, it may be necessary to increase the Common Charges payable by the Homeowners or to collect a Special Assessment from each Homeowner.

During the period Sponsor is in control of the Board of Managers, the Reserve Fund will not be used to reduce the estimated Common Charges.

The By-Laws of the Condominium contains a provision authorizing the establishment of such Reserve Fund and limiting their use to capital expenditures.

The Reserve Fund is to be utilized for capital improvements to the Condominium including roadways, roofs and exterior facades of the Homes, as necessary.

Neither the Department of Law nor any other Governmental Agency has passed upon the adequacy of the reserve fund.

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XXIV. WORKING CAPITAL FUND

At each Closing, the Sponsor will collect the equivalent of two (2) months' Common Charges from each Purchaser to be paid to the Condominium as Working Capital. Said funds may be used for any purposes determined by the Board of Managers of the Condominium.

While Sponsor is in control of the Board of Managers, the Working Capital Fund may be used to reduce Common Charges. The Working Capital Fund may also be utilized to reimburse Sponsor for prepaid expenses of the Condominium. The only budgetary item that might require a substantial credit to the Sponsor would be the insurance disclosed in Schedule B. At such time as the Sponsor relinquishes control of the Board of Managers, any remaining balance of the Working Capital Fund will be turned over to the Homeowner representatives of the Board of Managers for their management and oversight to be used for any purposes determined by the Board of Managers. The Offering Plan does not provide for any minimum amount of the Working Capital Fund to be turned over to the Board of Managers.

Sponsor will create a separate account for the Working Capital Fund and will place all the Working Capital Funds collected, pursuant to this paragraph, in said account.

Financial institutions may finance needed capital expenditures of the Condominium. However, no representation or warranty is or can be made as to the availability of such loans or as to the terms and conditions upon which they may be available.

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XXV. MANAGEMENT AGREEMENT, CONTRACTS AND LEASES

The Sponsor has received a proposal to enter into a Management Agreement with Black Diamond Realty having its principal office at 401 Franklin Avenue, Suite 104, Garden City, New York, hereinafter called the "Agent" or "Managing Agent" for the Condominium. The Management Agreements shall become effective on the day the first Home in the Development closes and shall continue in full force and effect for five (5) years from the date the first Home closes. The Condominium shall pay the Agent as compensation a fee of $6,000 per annum, payable monthly at a rate of $500 per month. The fee for management services shall increase at a rate of three (3%) percent per annum. In addition, the Agent shall be entitled to the following fees:

(a) Agent shall be reimbursed for all expenses incurred to manage the Condominium. Such costs include but are not limited to photocopies, fax transmissions, rent envelopes, postage, Fed Ex, etc.

(b) For any appearance in any court or agency a separate sum of $100.00 per hour shall be paid to the Agent.

(c) Fees for processing rental applications, Home sales and processing mortgage requests. Said fees shall be set by the Agent.

Following the Sponsor's relinquishing control of the respective Board, the Agreement may be terminated by the respective Board with cause at the end of any calendar year, with at least sixty (60) days prior written notice by certified mail. The respective Board shall have advised Agent of the cause(s) and Agent shall have been provided sixty (60) days to cure the cause(s) prior to the respective Board being able to terminate the Agreement for cause. During the period the Sponsor is in control of the respective Board either party may terminate the Agreement upon thirty (30) days written notice.

Pursuant to the terms of the Agreement, the Agent's services shall include but not be limited to the following:

(a) Based upon wage rates approved by the Board of Managers (the "Board") on behalf of the Community and/or its annual budget, the Agent will hire, pay, supervise and discharge the personnel necessary to be employed in order to properly maintain and operate the Community. Such personnel shall, in every instance, be in the Communities and not the Agent's employ. Compensation for the services of such employees shall be considered an operating expense of the Condominium.

(b) Maintain businesslike relations with the Homeowners. Complaints of a serious nature shall be reported to the respective Board with appropriate

recommendations. The Agent shall set up a process to process all emergency calls after normal business hours.

(c) Collect all monthly Common Charges due from the Homeowners. The Board will authorize and direct the Agent to request, demand, collect and receive all charges or rents which may at any time be or become due to the Board, and to take such legal action as necessary to evict Homeowners delinquent in payment of monthly carrying charges for thirty (30) days or more.

(d) Cause the building, appurtenances and grounds in the Community to be maintained according to standards acceptable to the respective Board, including but not limited to exterior maintenance and such other normal maintenance and repair work, as may be necessary, subject to any limitations imposed by the respective Board in addition to those contained herein. With the exception of payments required for insurance, utilities and Board approved contractual obligations, no disbursement shall be made in excess of $1,500 unless specifically authorized by the respective Board; excepting however, that emergency repairs, involving manifest danger to life or property, or for the safety of the members, or required to avoid the suspension of any necessary service to the Community, may be made by the Agent irrespective of the cost limitation imposed by this paragraph. Notwithstanding this authority as to emergency repairs, it is understood and agreed that the Agent will, if at all possible, confer immediately with the respective Board regarding every such expenditure and its effect on the budget. The Agent shall not incur liabilities which will at any time exceed the aggregate of $5,000, or any liability maturing more than one year from the creation thereof without first obtaining the approval of the Board.

(e) Take such action as may be necessary comply promptly with any and all orders or requirements affecting the premises placed thereon by any federal, state, county or municipal authority having jurisdiction thereof and inform the Board of the same. The Agent, however, shall not take any action so long as the Board is contesting, or has affirmed its intention to contest any such requirement.

(f) Enter into contracts for water, electricity, gas, telephone, vermin extermination and other necessary services. Also, place purchase orders for such equipment, tools, appliances, materials and supplies as are necessary to properly maintain the Community. All such contracts and orders shall be made in the name of the respective Board.

(g) Obtain recommendations and prices from insurance companies and cause to be placed and kept in force all forms of insurance needed adequately to protect the Community including, where appropriate, director’s and officer’s insurance, worker’s compensation insurance, public liability insurance,

boiler insurance, fire and extended coverage insurance, and burglary and theft insurance.

(h) From the funds collected and deposited into an operating account cause to be disbursed regularly and punctually (1) salaries and any other compensation due and payable to the employees of the Community, and (2) sums otherwise due and payable by the Community as operating expenses authorized to be incurred under the terms of the Agreement, including the Agent's Fee.

(i) Working in conjunction with an accountant, prepare for execution and filing by the respective Board all forms, reports and returns required by law in connection with unemployment insurance, worker's compensation insurance, disability benefits, Social Security and other similar taxes now in effect or hereinafter imposed, and also requirements relating to the employment of personnel.

(j) Maintain a system of office records, books and accounts in a manner satisfactory to the respective Board. As a standard practice, the Agent shall render to the respective Board a statement of receipts and disbursements, a schedule of accounts receivable and payable, and a reconciled bank statement as of the end of the preceding month.

(k) Maintain a current list of Homeowners and make such record changes as are appropriate in connection with all sales and conveyances.

(l) It shall be the duty of the Agent at all times during the term of the Agreement to operate and maintain the Community consistent with the overall plan of the Board. Agent in coordination with the Board shall seek full compliance by the Homeowners with the terms and conditions of the By Laws and Rules and Regulations. The Agent shall be expected to perform such other acts and deeds as are reasonable, necessary and proper in the discharge of its duties under the agreement.

The Managing Agent is not affiliated with the Sponsor and does not have any financial interest in the Property except for its management fees for managing the Condominium. A copy of the full Management Agreement is available upon request at the site.

Purchasers should refer to Schedules B and C as to contractors who have provided bids for independent services to be provided to the Condominium.

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XXVI. IDENTITY OF PARTIES

Sponsor and Selling Agent

The Sponsor and Selling Agent is 161 Union LLC, a New York limited liability company with an address at 363 Perkins Avenue, Oceanside, NY 11572. The Principals of the Sponsor are William Geier, Jason Genna and Jessica Schaffer.

William Geier has been active in real estate development since 2007, with over 50 properties having been developed. Projects include single family and multi-family housing as well as commercial properties which have required subdivisions and/or variances. Projects include properties located in New York and New Jersey. William Geier holds his real estate license in both New York and New Jersey.

Jason Genna has been active in real estate development since 2007, with over 50 properties having been developed. Projects include single family and multi-family housing as well as commercial properties which have required subdivisions and/or variances. Projects include properties located in New York and New Jersey.

Jessica Schaffer has been an active real estate investor since 2017, with over 25 projects developed in both Nassau and Suffolk Counties. Jessica has focused on single family housing.

Neither the Sponsor nor any of its principals have participated in any condominium, cooperative, or homeowners, association offerings.

Neither the Sponsor nor its principals have any prior felony convictions. Neither the Sponsor nor its principals have any prior bankruptcies, convictions, injunctions, or judgments that may be material to the Offering Plan or to an offering of securities generally and that occurred within fifteen (15) years prior to the submission of this proposed Offering Plan.

Managing Agent

Sponsor has engaged the services of Black Diamond Realty, 401 Franklin Avenue, Suite 104, Garden City, New York 11530 to become the managing agent for a five (5) year term commencing on the date of the Closing of Title to the first Home.

The principal of Black Diamond Realty has worked in the field of property management for over twenty-five years. The principal has been involved with companies that have managed cooperatives and condominiums throughout Brooklyn, Queens and Nassau Counties ranging in size from nine to four hundred units, including Ocean Grande Condominium in Rockaway Park, Queens, New York, The Bel Aire Condominium in East Meadow, New York, The Seasons at Plainview in Plainview, Seasons at Elwood in Elwood, New York, Seasons at Dix Hills in Dix Hills, New York, 100 Boardwalk Condominium in Long Beach, New York, 140 Boardwalk Condominium in Long Beach, New York, Villas at Oceanside Condominium in Oceanside, New York, Vernon Jackson

Condominium in Long Island City, Queens, Powell Cove Estates Homeowners Association in College Point, Queens and Doubleday Court Condominium in Garden City, New York. The company has also managed a number of office and retail properties in the Metropolitan area.

The Managing Agent is not affiliated with the Sponsor and does not have any financial interest in the Property except for its management fees for managing the Condominium.

Neither the Managing Agent nor any of its principals have any prior felony convictions. Neither the Managing Agent nor any of its principals have any prior bankruptcies, convictions, injunctions, or judgments that may 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 the proposed Offering Plan.

Counsel

The law firm of Certilman Balin Adler & Hyman, LLP, 90 Merrick Avenue, East Meadow, New York 11554 has been engaged by the Sponsor regarding the preparation of this Offering Plan. The individual partner in said firm responsible for the preparation of the Offering Plan is Richard Herzbach, Esq.

Certilman Balin Adler & Hyman will act as the closing attorney and the Escrow Agent for the holding of Deposits as described in Section XI of the Offering Plan.

The above firm has no financial interest in the Sponsor, property, or transaction other than its fees for representing the Sponsor.

Architect/Engineer

The architectural firm who prepared the architect's report in Part II and who executed an independent Certification in Part II is Todd O'Connell, AIA, 1200 Veterans Memorial Highway, Suite 120, Hauppauge, New York 11788. Todd O'Connell of said firm who executed the report has been president of said firm since 1999. The architect has no financial interest in the Property, the Sponsor, the Condominium, or any other party involved in this transaction, except for its fee for services rendered in connection with the Condominium. The architect has had prior experience in the architectural design of numerous residential and commercial projects, including new construction and additions.

The engineering firm who prepared the engineer's report in Part II and who executed an independent Certification in Part II is Northcoast Civil Land Surveying & Civil Engineering, 39 West Main Street, Oyster Bay, New York 11771. The engineering firm has no financial interest in the Property, the Sponsor, the Condominium, or any other party involved in this transaction, except for its fee for services rendered in connection with the Condominium. Michael J. Rant, P.E. of said firm who executed the report has been president of said firm since 2007. The following is a representative list of other projects said firm is or has been involved with: Completed projects include a four (4) story mixed use commercial building located at 281-301 Warner Avenue, Roslyn, New York, a

three (3) story mixed use commercial building located at 17 Lumbar Road, Rosyln, New York and Academy Charter Wyandanch School. The following projects are approved and under construction: Ferrari dealership located at 65 South Service Road, Plainview, New York, a four (4) story mixed use commercial building located at 155 Front Street, Mineola, New York and a three (3) story mixed use commercial building located at 22 Sagamore Hill Drive, Manorhaven, New York.

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XXVII. REPORTS TO HOMEOWNERS

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

(i) a financial statement of the Condominium prepared by a certified public accountant or public accountant by a specific date; such statement shall be certified while the Sponsor retains a majority of the Members of the Board of Managers, and such statement shall be provided no later than four (4) months after the close of the fiscal year;

(ii) prior notice of the annual Homeowners' meeting within at least ten (10) days but not more than thirty (30) days prior to such meeting; and

(iii) a copy of the proposed annual budget of the Condominium within thirty (30) days of the date set for adoption by the Board of Managers. While Sponsor is in control of the Board of Managers such budget will be certified in accordance with the regulations of the Department of Law.

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XXVIII. DOCUMENTS ON FILE

Sponsor shall keep copies of the Plan, all documents referred to in the Plan and all schedules submitted to the Department of Law in connection with the filing of the Plan, on file and available for inspection without charge and copying at a reasonable charge at Sponsor's office for six (6) years from the date of first Closing. The Sponsor shall deliver to the Board of Managers a copy of all documents filed with the appropriate recording office at the time of the Closing of the first Home.

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XXIX. GENERAL

Pending Litigation

As of the date of this Offering Plan, there is no litigation or administrative proceedings pending against the Condominium or the Sponsor or any other party which would affect their ability to perform their obligations relating to this offering or which would in any way affect this offering.

Prior Offerings

This property has not been the subject of any prior public offering except that a Market Test pursuant to Cooperative Policy Statement No. 1 was issued by the Attorney General's Office of the State of New York. No contracts or agreements, written or oral, have been entered into for the sale or transfer of any of the Homes being offered for sale in the Plan and no deposits or advances of funds have been taken by or on behalf of Sponsor in connection with the reservation, sale or transfer of such Homes, prior to submission of the Plan to the Department of Law. The property forming the Condominium is vacant land and there are no residential or commercial tenants occupying the premises.

Non-Discrimination

In accordance with the provisions of the laws of the State of New York, the Sponsor represents that it will not discriminate against any person because of their race, creed, sex, sexual orientation, color, disability, marital status, national origin or ancestry and any other grounds prohibited by law in the sale of Homes under this Plan.

Active Construction Site

Purchasers should be aware that they will be living in an active construction site until the entire Condominium is completed. During this period Homeowners in the Condominium are advised that there will be storage of construction material and equipment on the site, construction vehicular traffic throughout the Condominium, construction noises, dirt, debris and dust in the roadways and throughout the Condominium, unfinished areas of the Condominium and other inconveniences which are normal in a new home community under construction until the completion of the Condominium.

Amendment of Plan

The Plan may be amended at any time and from time to time provided that, if the amendment is a material and substantial modification of the Plan which adversely affects Purchasers, then anyone who has theretofore executed a Purchase Agreement shall be given not less than thirty (30) days after a copy of the duly filed amendment is mailed or otherwise delivered to them by written notice to the Sponsor to cancel the Purchase Agreement and to obtain a refund, in full, of the Deposit made therewith with interest, if any. No person has been authorized to make any representation which is not expressly contained herein. This Plan may not be changed or modified orally.

XXX. SPONSOR'S STATEMENT OF SPECIFICATIONS OR BUILDING CONDITION

Sponsor adopts the Descriptions of Property set forth in Part II of the Plan. Sponsor has no knowledge of any material defects or need for major repairs except as set forth in the Description of Property Reports set forth in Part II of the Plan. Purchasers should be aware that they may be living in an active construction site after they Close Title to their Home. During this period of construction, there may be dirt and debris and construction material on site, construction vehicular traffic, construction noises, unfinished areas of the Condominium and other inconveniences which are normal in a condominium undergoing construction.

It is anticipated that construction of the Condominium will be complete by November 1, 2025, subject to circumstances beyond Sponsor's control such as weather conditions, labor strikes, material shortages, pandemic, Force Majeure, acts of God, and sales conditions.

161 Union LLC
Sponsor

Date of Offering Plan: , 2025
East Meadow, New York

OFFERING STATEMENT

PARSONS CORNERS AT LYNBROOK CONDOMINIUM

161 Union Avenue
Lynbrook, New York 11563

PART II

SCHEDULE D

PURCHASE AGREEMENT

PURCHASE AGREEMENT

Date_____

Home No._____ **Model Type** _____

Post Office Address Assigned to Home (if Available)_____

Anticipated Closing Date: _____

Seller: 161 Union LLC, 363 Perkins Avenue, Oceanside, New York 11572

Purchaser(s):

Home Address:	
Home Phone Number(s):	
Email Address(es):	
Social Security Number(s):	

Purchaser's Attorney:

Attorney's Address:	
Phone Number(s):	
Email Address(es):	
Fax Number(s):	

Seller and Purchaser agree as follows:

1) **PURCHASE PRICE** –

Home (hereinafter "Home") $_____

Builder upgrades, extras, custom or special work (collectively, "Extras") $_____

TOTAL **$**_____

PAYABLE AS FOLLOWS:

On the signing of this Purchase Agreement, ten (10%) Percent of the total Purchase Price ("Deposit") to be deposited with Escrow Agent (hereinafter defined) by check subject to collection or by wire $_____

Purchaser's wire of immediately available funds or bank cashier's check (drawn on a New York Bank) payable directly to the order of Seller or Seller's designee on the Closing of Title $_____

TOTAL **$**_____

Any payment made by check is accepted subject to collection. If any check tendered is not honored, Purchaser shall deliver a bank cashier's check to Seller to replace the dishonored check within seventy-two (72) hours after demand for replacement, therefore. Notwithstanding the foregoing, if for any reason whatsoever the check given by the Purchaser as the Deposit hereunder is dishonored, Seller shall have the right to cancel this Purchase Agreement. Seller's election to cancel shall not be deemed a waiver by Seller of its right to pursue other remedies.

THE PAYMENT DUE AT CLOSING IN ACCORDANCE WITH THIS PURCHASE AGREEMENT ON ACCOUNT OF THE PURCHASE PRICE MUST BE MADE BY WIRE OF IMMEDIATELY AVAILABLE FUNDS OR OFFICIAL BANK TELLER'S CHECK DRAWN ON A NEW YORK CLEARINGHOUSE BANK PAYABLE DIRECTLY TO SELLER OR SELLER'S DESIGNEE. IF PAYMENT SHALL BE MADE TO SELLER'S DESIGNEE, SELLER SHALL GIVE PURCHASER PRIOR INSTRUCTIONS. CERTIFIED CHECKS, UNCERTIFIED CHECKS OF FUNDING COMPANIES, ATTORNEY ESCROW CHECKS AND CHECKS PAYABLE TO PURCHASER OR ANOTHER PARTY AND ENDORSED TO SELLER WILL NOT BE ACCEPTED AND TENDER OF SAME WILL NOT CONSTITUTE COMPLIANCE BY PURCHASER OF PURCHASER'S OBLIGATIONS HEREUNDER.

2) **DESCRIPTION OF UNIT** - Seller agrees, at its own cost and expense, to erect and complete, and Purchaser shall buy from Seller, the condominium unit(s) known as Home No. _____ (hereinafter the "Home"), with a _____ percent undivided interest in the Common Elements of the condominium (the "Common Elements") known as Parsons Corners at Lynbrook Condominium (the "Condominium"), located at 161 Union Avenue, Village of Lynbrook, Nassau County, New York 11563 and as described in the Declaration of Condominium, recorded or to be recorded in the Nassau County Clerk's Office, built or to be built by Seller on property comprising the Condominium Map (the "Property"), filed or to be filed in the Nassau County Clerk's Office. The Home shall be constructed in accordance with the requirements as to materials and workmanship of the Building Department of the Village of Lynbrook, which, when completed, will be in substantial accordance with the plans as filed or to be filed with the Building Department of the Village of Lynbrook.

The Home may vary from any models displayed to Purchaser, and Purchaser shall not rely on any model depiction of the units in the Condominium. All dimensions are approximate and may vary from the floor plans of the Condominium.

The Home shall not include any of the following if displayed in any unit or model unit: decorative fixtures, furniture, furnishings, paint, wallpaper, carpeting, shelves, wall and window treatments, built-ins, burglar alarm systems, central vacuum systems, highhat lighting, additional fixtures and switches added for decorative purposes and other optional fixtures or features exhibited in any model units and/or any sales office excepting those specifically set forth as may be attached to this Purchase Agreement, or included herein.

3) **OFFERING PLAN** - Seller has exhibited and delivered to Purchaser, and Purchaser acknowledges having received, read, and understood the Offering Plan for condominium ownership of the Property and all amendments thereto filed to date, all of which are incorporated by reference and made a part of this Purchase Agreement, with the same force and effect as if fully set forth herein. Purchaser agrees to be bound by the Offering Plan, including all amendments thereto now or hereafter filed by Seller (collectively, the "Plan"). Seller may freely amend the Plan in any respect from time to time, without Purchaser's approval or consent. Purchaser acknowledges having received and read the Plan at least three (3) business days prior to signing this Purchase Agreement and having had full opportunity to examine all papers and documents and investigate all matters set forth in the Plan. Any defined term set forth in this Purchase Agreement, which is not specifically defined herein, shall have the meaning ascribed to them in the Plan. Any discrepancy between this Purchase Agreement and the Offering Plan shall be resolved in favor of the latter.

Purchaser shall deliver all documents to Seller and perform all acts required by Seller to carry out the provisions of the Plan, establish the Condominium and conform to all applicable laws and regulations. This Paragraph shall survive Closing and delivery of the deed.

4) **MORTGAGE FINANCING** - This Purchase Agreement is not conditioned upon Purchaser obtaining mortgage financing. In the event Purchaser is unable to obtain a mortgage, this Purchase Agreement shall remain in full force and effect and Purchaser shall have an ongoing obligation to consummate the transaction. If Purchaser does not consummate this transaction and close title to the Home because of Purchaser's inability to obtain a mortgage, Purchaser will be in default under this Purchase Agreement and Seller may retain all monies as provided for in Paragraph 22 herein.

5) **CLOSING** - The act of transferring ownership of the Home in return for payment in full of the Purchase Price and all other sums due from Purchaser under this Purchase Agreement is known as the "Closing". The Anticipated Closing Date indicated on the first page of this Purchase Agreement is an approximate date and Seller cannot make any guarantees that such date will be the actual Closing Date. Seller shall have the right to adjourn or advance such Closing Date as provided herein. The Closing shall take place at such time and place and on such date as Seller shall designate by prior written notice (the "Notice for Closing") delivered in accordance with Paragraph 30 herein, which shall be given no less than thirty (30) days before the date set for Closing. Purchaser may waive the thirty (30) day notice period by execution and delivery of a waiver in the form set forth as Schedule D-3 to the Purchase Agreement in the Plan.

Should Seller be unable to convey title to Purchaser in accordance with the Notice for Closing, Seller shall have the right, from time to time, to adjourn the date and time for Closing on written notice to Purchaser. In such event, Seller shall, by a new Notice for Closing, fix a new date and time for Closing, which shall be no less than ten (10) days before the new scheduled date and time for Closing.

If the Closing takes place at the request of Purchaser at any location other than the East Meadow office of Seller's attorney, Purchaser shall pay to Seller's attorney a travel fee in the sum of $750.00. The Closing may not take place in any other location without Seller's prior written consent.

In the event the Closing is adjourned, with or without Seller's consent, at the request of Purchaser or Purchaser's attorney or Purchaser's lender (or lender's attorney), within forty-eight (48) hours of the scheduled time of Closing, Purchaser shall pay Seller's attorney an adjournment fee in the sum of $750.00.

If Purchaser is not in default under this Purchase Agreement and the Closing has not taken place within twelve (12) months after the Anticipated Closing Date set forth on the first page of this Purchase Agreement, either Seller or Purchaser may cancel this Purchase Agreement by forwarding written notice of cancellation (the "Notice of Cancellation") to the other no later than ten (10) days after expiration of such twelve (12) month period. Failure to so notify Seller shall be deemed a waiver of this provision, and Purchaser shall continue to be bound by the terms of this Purchase Agreement. Upon receipt of the Notice of Cancellation, Seller shall refund to Purchaser, subject to the escrow provisions as disclosed in Section XI of the Offering Plan and Paragraph 29 of this Purchase Agreement, all payments, other than Extras, if applicable, which have been (i) installed by Seller, (ii) not installed but paid for by Seller or (iii) not installed but which have been ordered by Seller and for which Seller is obligated to pay, unless the Plan has been abandoned. In addition, in the event the Plan is abandoned Purchaser shall be entitled to receive a refund of all funds paid to Seller for such Extras, if applicable. Thereafter, neither party shall have any further liability or obligation to the other in connection with this Purchase Agreement or the transaction contemplated herein. In the event Sponsor shall be unable to convey title to the Home within twenty-four (24) months of the proposed date of delivery, barring any unforeseen circumstances such as rate of sales, weather conditions, pandemic, possible strikes, material shortages, acts of God, force majeure, or other unforeseen delays beyond the control of the Sponsor, and through no fault of the Purchaser, the Purchase Agreement shall be deemed null and void and the Sponsor shall return all monies being held in escrow within thirty (30) days thereafter. The above dates are subject to Force Majeure. "Force Majeure" shall mean unavoidable delays due to acts of God, weather, fire, flood, explosion, war, riot, sabotage, epidemics, pandemics, quarantine, acts of terrorism, freight embargos, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, governmental restrictions, preemptions or approvals, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the control of Seller. In the event of a delay due to Force Majeure, the above time frames shall be tolled for the length of the period during which such performance was excused, and such tolling shall not entitle Purchaser to any credit, offset, or reduction in purchase price or to be relieved of any other obligation under this Purchase Agreement.

6) **CLOSING COSTS** - In addition to all other sums payable or reimbursable elsewhere under this Purchase Agreement, at closing Purchaser shall pay, or reimburse

to Seller if Seller has already made payment, or pay to any lender, all applicable charges for:

(a) any lender's charges for inspections, appraisals, title examination and policy insuring the lender's interest, lender's attorneys' fees for preparation of all loan documents, all commitment fees, points, origination fees and other fees and charges (however characterized) imposed or exacted by the lender or incurred by Seller or Purchaser in connection with Purchaser's mortgage loan;
(b) any mortgage recording taxes on Purchaser's mortgage;
(c) governmental charges which may be assessed on account of any mortgage loan;
(d) mortgage insurance, if required, on Purchaser's mortgage;
(e) New York State real estate transfer tax on the deed;
(f) Mansion Tax pursuant to Section 1402-a and 1402-b of the Tax Law of the State of New York, if applicable;
(g) all recording and filing charges payable on account of the transfer of title and the recording of all documents in connection with this transaction including, without limitation, any mortgage, the deed, any power of attorney, affidavits required pursuant to Section 339-ee of the New York State Real Property Law and mortgage releases, terminations and UCC-3s;
(h) a sum equal to the partial mortgage tax credit to which Purchaser may be entitled under any applicable law by reason of mortgage taxes having been previously paid by Seller;
(i) an initial non-reimbursable capital contribution equal to the equivalent of two (2) months' Common Charges to the Condominium;
(j) a pro-rata reimbursement of the Condominium's current year's insurance premium;
(k) survey fee to Seller of $750;
(l) water tap and/or water connection fees to Seller of $750;
(m) sewer tap fee to Seller of $750;
(n) tax map verification fee of $200;
(o) any other municipal and/or utility company fees applicable to the Home;
(p) $2,500 to Seller's attorney for the preparation of the closing documents;
(q) $750 to Lender's attorney for preparation of mortgage releases, terminations and UCC-3s;
(r) $250 to Seller's title company for title closer pickup fee;
(s) $750 travel fee for Seller's attorney to travel to and from the Closing in the event the Closing does not take place in Seller's attorney's East Meadow Office; and
(t) $750 adjournment fee in the event the Closing is adjourned within forty-eight (48) hours of the scheduled Closing Date.

Seller shall also be entitled to any other costs referenced to in Section XV of the Plan if not specifically contained herein.

Purchaser shall also apportion with Seller as of the end of the day prior to Closing, and pay to Seller at Closing, the apportioned amount due for taxes, Condominium Common Charges, sewer use, water use, electricity, gas and any other utility costs. Purchaser shall also pay the deposits required by Purchaser's lender to establish the estimated or escrow fund for future payments of taxes, Condominium

Common Charges, sewer use and insurance premiums (if applicable). If through no fault of Seller, Purchaser fails for any reason to close title on the date originally scheduled in the Notice for Closing, or such later date (if applicable) to which Seller in a subsequent Notice for Closing adjourned the Closing, all of the aforementioned apportionments shall be made as of the end of the day preceding (i) the date originally scheduled for Closing or (ii) Seller's adjourned Closing Date, as the case may be.

Purchaser shall pay to Seller at or prior to the date of the actual adjourned Closing, an amount equal to .0438% per diem (which equals an annual rate of 16%) of the Purchase Price for the Home for each day beyond such originally scheduled or Seller adjourned Closing Date, to and including the date of actual Closing, for reimbursement and defrayal of Seller's carrying costs and other charges, which amount Purchaser acknowledges to be reasonable and proper.

Any errors or omissions in computing apportionments or any other sums payable under this Paragraph which are communicated to the other party within six (6) months after Closing shall be corrected and payment made to the proper party promptly after such communication. This Paragraph shall survive Closing and delivery of the deed.

7) **APPORTIONMENT OF TAXES** – In the event that on the Date of Closing any General, County, Town, Village, School or other real estate taxes, as applicable, have not yet been apportioned despite Seller's application for same, all un-apportioned tax bill(s) due for the Home have been or will be paid by Seller. At Closing, Purchaser shall pay to Seller Purchaser's pro-rata share of the un-apportioned taxes from the Date of Closing through the end of the applicable tax period paid by Seller. Purchaser hereby agrees that in the event that following the Date of Closing any of the applicable taxes for the Premises remain un-apportioned and Seller receives and pays such un-apportioned tax bill(s) which include the taxes applicable to the Home, Purchaser shall reimburse Seller for Purchaser's pro-rata share of such tax bill(s) promptly following receipt of written notice from Seller, which notice shall contain proof of payment of the relevant real estate tax and a calculation of the amount due by Purchaser. This Paragraph shall survive the closing of title and delivery of the deed to the Premises.

8) **MORTGAGES** – All terms and provisions of this Purchase Agreement and all payments made hereunder are and shall be subject and subordinate to the lien of any acquisition, improvement, interim or building loan mortgage heretofore or hereafter made and any advances heretofore or hereafter made thereon, to the full extent thereof without the execution of any further documents by Purchaser. This subordination shall apply whether such advances are voluntary or involuntary and whether made in accordance with the loan schedule of payments or accelerated thereunder by virtue of the lender's right to make advances before they become due in accordance with the schedule of payments. Seller shall satisfy all such mortgages or obtain a release of the Home and its appurtenant percentage of Common Interest in the Common Elements from the liens of such mortgages at or prior to Closing.

9) **DEED AND ENCUMBRANCES UPON OWNERSHIP** - The deed to be given by Seller to Purchaser at Closing shall be a Bargain and Sale Deed with Covenant against

Grantor's Acts, but subject, nevertheless, to the matters set forth in sub-paragraphs (a) through (g) below and any additional exceptions stated in Section XV of the Plan, as it may be amended, which need not be recited in the deed given at Closing but shall survive Closing, and Seller's covenant in the deed against encumbrances shall be deemed modified accordingly. The deed shall be duly executed and acknowledged by Seller in proper statutory form for recording (except for payment of the New York State Transfer Tax which is the obligation of Purchaser) so as to convey to Purchaser fee simple title to the Home, free and clear of all liens and encumbrances, except as herein stated. The deed shall also contain the covenant required by subdivision 5 of Section 13 of the Lien Law. Purchaser shall accept such title to the Home subject to the liens, encumbrances and other matters set forth in this Purchase Agreement as Advantage Title, 201 Old Country Road, Suite 200, Melville, New York 11747, phone (631) 424-6100 (the "Title Company"), as agent for a title company authorized to do business in the State of New York is willing to approve and insure without additional premium. Purchaser may obtain title insurance from any title insurance company or abstract company, or Purchaser may decline to obtain any title insurance at all, however, Seller recommends that Purchaser utilize said Title Company.

Purchaser shall be responsible for payment to the title company of the entire premium for Purchaser's title insurance and shall also pay the applicable New York State transfer tax and Mansion Tax, if applicable. Purchaser shall also be responsible for payment to the title insurance company or abstract company, as the case may be, of the entire premium for Purchaser's lender, if any, title insurance and title charges.

The sale and transfer of ownership of the Home to Purchaser shall, even though not stated in the deed, be subject to:

(a) Ordinances, rules, regulations, requirements and approvals of applicable governmental authorities, provided not violated by the Home to be constructed.

(b) Rights for installation, use and/or maintenance of easements and rights of way for utilities, sewer, cable television, drainage, scenic purposes, screening and planting which have already been granted or may be granted after this Purchase Agreement is signed or after Closing to the Condominium provided they do not prevent use of the Home and Common Elements for their intended purposes.

(c) Declarations, covenants, restrictions, reservations, 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 the Home or the Common Elements for their intended purposes.

(d) Unpaid taxes and liens provided the title insurance company shall insure against collection of same out of the Home.

(e) The filed Condominium Map and all matters reflected thereon.

(f) The Declaration and By-Laws of the Condominium and any amendments or supplements thereto.

(g) All exceptions listed in Section XIV of Part I of the Plan.

Purchaser shall deliver to Seller's attorney within thirty (30) days of Purchaser's attorney's receipt of a fully executed copy of this Purchase Agreement, a written notice setting forth each objection to title, if any (other than those specifically set forth herein subject to which the Home is being sold), and a copy of Purchaser's title report. Seller shall have the right to a reasonable adjournment of Closing, not to exceed sixty (60) days, for the purpose of curing any title defect; however, no such action taken by Seller shall be deemed an admission by Seller that such defect is one that would entitle Purchaser to cancel this Purchase Agreement.

10) **PERSONAL PROPERTY INCLUDED IN SALE** - All articles of personal property, fixtures and equipment for the Home which are included in this sale will be delivered free and clear of all liens and encumbrances, except as stated in Paragraph 9 herein, if applicable.

11) **POWER OF ATTORNEY** - At Closing, Purchaser shall execute, acknowledge and deliver to Seller in recordable form, a power of attorney in the form set forth as Schedule E to the Plan (the "Power of Attorney"), in favor of the Board of Managers of the Condominium relative to leasing and purchasing of units in the Condominium under certain circumstances and to foreclose upon units in the Condominium for which the payment of Common Charges is delinquent, and in favor of Seller relative to amending the Condominium documents to the extent provided for in the Plan and Power of Attorney. Purchaser further agrees to execute and pay for any recording fees in the event the form required to be used for a Power of Attorney is revised subsequent to the date of the Closing. This Paragraph shall survive closing and delivery of the deed.

12) **ENCUMBRANCES/LIENS EXISTING AT CLOSING** - The existence of anything affecting the sale at Closing, including unpaid taxes or liens of any kind, shall not constitute an objection to title provided the Title Company or another title or abstract company licensed to do business in New York selected by Purchaser, is willing to insure Purchaser's title clear of the matter or is willing to insure against enforcement or collection out of the Home upon Seller's doing whatever acts as may be reasonably required by said company and/or the depositing of money not to exceed the net Purchase Price due Seller after payment of Seller's closing expenses and mortgage release amount. Seller may pay and discharge any liens and encumbrances upon the Home, not provided for in this Purchase Agreement, out of the monies to be paid by the Purchaser at the time of Closing.

13) **EXTRA WORK AND EXTRA ITEMS ORDERED BY PURCHASER –** If applicable, Extras ordered from Seller by Purchaser which are not included in the plans or standard model of the Home shall, except as may otherwise be provided in this Purchase Agreement or in a writing signed by Seller, be paid for in full by Purchaser at the time they are ordered. The failure of Seller to perform or supply and install such Extras, if applicable, shall not entitle Purchaser to cancel this Purchase Agreement even if

Purchaser has already paid for such Extras, if applicable, Purchaser's only right, in the event of Seller's failure to perform the work required to install or actually install such Extras, if applicable, is to receive a refund or credit at Closing equal to the total payments made to Seller for such Extras, if applicable. If applicable, Extras must be ordered prior to commencement of construction and must not delay construction. In the event Purchaser orders Extras other than the standard Extras ordered by Seller, Seller or Seller's contractors shall not be responsible or liable for any defects in quality of materials or workmanship in installation. Failure to make any payments due in accordance with the payment schedule of Seller, Seller's contractors or sub-contractors, as applicable, shall constitute a breach in accordance with Paragraph 22 herein. All funds received by Seller for Extras, if applicable, will initially be placed in the Escrow Account (as provided in Paragraph 29 herein). Such funds may be released from the Escrow Account as long as Seller uses the funds for such Extras. As noted as a Special Risk in the Plan, in the event Purchaser is entitled to rescission, Purchaser will not receive a refund of any funds paid for Extras, if applicable, which have been (i) installed by Seller, (ii) not installed but paid for by Seller or (iii) not installed but which have been ordered by Seller and for which Seller is obligated to pay, unless the Plan has been abandoned. In the event the Plan is abandoned Purchaser shall be entitled to receive a refund of all funds paid to Seller for such Extras, if applicable. Seller shall have no responsibility for any work, fixtures, appliances, equipment or materials not ordered directly from Seller by Purchaser. Any orders which Purchaser places directly with Seller's contractors or suppliers shall not be deemed to have been ordered directly from Seller and Seller shall not be responsible or liable with respect to same.

14) **OPTIONS AND COLOR SELECTIONS –** Any options offered by Seller to Purchaser with respect to colors, products, materials, design, features and similar matters shall be made by Purchaser in writing at Seller's Office or the sales office, within ten (10) days after notification to Purchaser to select such options. If Purchaser fails to inform Seller of Purchaser's final selections within such ten (10) day period, Seller shall make the selection on Purchaser's behalf and Purchaser shall accept such selection. No claim or objection to Closing shall be made by Purchaser because of any selection made by Seller in the event Purchaser failed to give Seller timely notice of Purchaser's final selections.

15) **NO INSPECTIONS DURING CONSTRUCTION** - Purchaser acknowledges that unsupervised visits to the Property present a dangerous circumstance and could incur liability to Seller. **Unless specifically agreed to by Seller in writing, Purchaser shall not visit the Home or any other portion of the Property and shall only have the right to visit the sales office. Any unauthorized visits to the Property by Purchaser are subject to a charge by Seller of $500.00 per visit, which Purchaser agrees to pay to Seller within ten (10) days of demand or billing thereof.** Purchaser hereby releases and indemnifies, defends, and holds Seller harmless from and against any and all claims and liabilities incurred by Seller resulting from the presence of Purchaser or Purchaser's family members, agents, licensees or invitees on the Property prior to Closing. Purchaser further agrees to execute the Express Assumption of Risk Form, in the form set forth as Schedule D-4 to the Plan, annexed hereto and made a part hereof, together with Purchaser's execution of this Purchase Agreement.

16) **PURCHASERS' INTERFERENCE** - Purchaser acknowledges that it may not interfere with Seller's ability to construct the Home or other unit(s) or facilities, including interference with work performed on the Property by Seller's staff in connection with the construction of the Home or any other units, attempts to hire any of Seller's staff or contractors, and/or attempts to bring contractors, materialman, subcontractors or workers onto the Property for work to the Home prior to Closing, unless otherwise agreed to in writing by Seller.

17) **POSSESSION OF THE HOME PRIOR TO CLOSING** - Neither Purchaser nor anyone acting on Purchaser's behalf may enter or take possession of any part of the Home, nor have any work performed, or materials supplied or installed at the Home, prior to Closing without the prior written consent of Seller.

Seller will accept no liability whatsoever for any property belonging to Purchaser, their agents, employees, family, or belonging to any party other than Seller which is placed on the Property and/or in the Home prior to Closing. No act of Seller, whatever its nature, shall constitute a waiver of this Paragraph.

18) **CHANGES BY SELLER -** In building the Home and performing any other work to the Home or on the Property, Seller reserves the right to: (a) make changes or substitutions of materials or construction from those shown in the model or building plans, provided any such changes or substitutions are of substantially similar or better quality; (b) determine the exterior color, design and location of the buildings on the Property, (c) determine landscaping, type of plans and placement of plants, and grading on site to fit into the general pattern of the Condominium; (d) determine walks and streets to conform with topographical conditions; (e) determine the location and type of the units to be constructed on the Property; (f) fix the location and setbacks of any building(s) or unit(s); (g) determine the ultimate unit type mix to be constructed on the Property; (h) determine whether existing trees, shrubs and other plant life are to be moved or removed, (i) add or remove retaining walls on the Common Elements where required by grade conditions; (j) determine the location of electric, gas and water meters, electric transformers, air conditioning compressors, speed bumps, mailboxes, refuse dumpsters and leaders and gutters; (k) relocate parking spaces; (l) change appliances as long as they are equal to or better than originally offered; and (m) make any other changes required by the Village of Lynbrook, Nassau County or any other municipal agency.

19) **COMPLETION OF CONSTRUCTION; PURCHASER'S INSPECTION -** Purchaser shall accept title (without abatement or credit against the Purchase Price or provision for escrow) notwithstanding that construction of (a) minor details of the Home or the building in which it is located, or (b) other units in the Condominium, or (c) the landscaped areas of the Property, or (d) parking spaces, or (e) other portions of Property have not been completed. Purchaser will inspect the Home with a representative of Seller during normal business hours approximately three (3) days prior to Closing and will sign and deliver to Seller on or before Closing, a Pre-Title Inspection Statement supplied by Seller, acknowledging the condition of the Home. Purchaser agrees to accept the Pre-Title Inspection Statement wherein Seller shall agree to

complete all unfinished items within six (6) months from the date of Closing, weather and other circumstances permitting. Any such incomplete items shall not constitute an objection to Closing. Purchaser shall allow Seller, its agents, servants and/or employees the right to enter the Home and shall provide reasonable access thereto subsequent to Closing to complete any incomplete items. In the event Seller is required to make any repair or complete any item of work to be performed by Seller after Closing, the limit of Seller's liability shall be to make said repair and/or to complete such item. This Paragraph shall survive Closing and delivery of the deed.

20) **CERTIFICATE OF OCCUPANCY** - At Closing, Seller shall deliver to Purchaser a temporary or final Certificate of Occupancy for the Home (or the Building) and, if available, a New York Board of Fire Underwriter's Certificate or equivalent for the Home. Purchaser represents and agrees that Purchaser will not do anything within the Home to prevent the extension or renewal of a temporary Certificate of Occupancy or the issuance of a final Certificate of Occupancy. Purchaser further acknowledges that Seller will have no liability nor responsibility to Purchaser or to make improvements to the Home in the event Purchaser has made changes to the Home that prevents the extension or renewal of a temporary Certificate of Occupancy or the issuance of a final Certificate of Occupancy by the Building Department of the Village of Lynbrook. Purchaser shall reimburse Seller, within ten (10) days following Seller's demand therefor, for any and all costs incurred by Seller with respect to Purchaser's changes to the Home that prevent the extension or renewal of a temporary Certificate of Occupancy or the issuance of a final Certificate of Occupancy by the Building Department of the Village of Lynbrook. This Paragraph shall survive Closing and delivery of the deed.

21) **HOME PART OF DEVELOPMENT** - Purchaser acknowledges that they may be living in an active construction site after Closing on the Home. During the period of construction, there may be dirt and debris and construction material on the Property, construction vehicular traffic, construction noises, unfinished areas of the Condominium and other inconveniences which are normal in a community undergoing construction. Purchaser further acknowledges that other units and infrastructure are presently being constructed at the Property and that Seller anticipates that such construction shall continue until the Condominium project is completed in accordance with the Plan. Accordingly, Purchaser agrees that such continuing construction shall not be deemed a nuisance or an interference with Purchaser's quiet enjoyment of the Home after Closing. This Paragraph shall survive Closing and the delivery of the deed.

22) **PURCHASER'S DEFAULT** - If Purchaser fails to appear and close title in accordance with this Purchase Agreement on the date and at the time and place stated in the Notice for Closing, or if Purchaser fails to observe or perform any other obligation on the part of Purchaser to be observed or performed by Purchaser under this Purchase Agreement, Seller may send Purchaser a written notice of default giving Purchaser thirty (30) days from the date of such notice to cure any such default. Upon Purchaser's failure to cure such default within such thirty (30) day period, this Purchase Agreement shall, at Seller's option, be deemed canceled and Seller shall have the right to retain as and for liquidated damages, all sums paid by Purchaser to Seller on account of the Purchase Price plus all additional sums paid and/or payable by Purchaser for all Extras,

if applicable, as per the provisions of Paragraph 13 of this Purchase Agreement. Purchaser acknowledges said amount to be fair and reasonable. Notwithstanding the foregoing, in the event the Plan is abandoned pursuant to its terms, Purchaser shall be entitled to the return of all monies paid toward Extras, if applicable.

Prior to such funds being released to Seller the Escrow Agent shall send a notice to Purchaser of Escrow Agent's intent to release the funds being held in escrow on behalf of Purchaser pursuant to the escrow regulations as described in Section XI of the Plan and Paragraph 29 of this Purchase Agreement.

TIME IS OF THE ESSENCE FOR PURCHASER TO CURE SUCH DEFAULT WITHIN SUCH THIRTY (30) DAY PERIOD.

Upon cancellation of this Purchase Agreement for Purchaser's failure to timely cure any default, Seller shall be released and discharged of all further liability and obligations to Purchaser under this Purchase Agreement. Thereafter, the Home may be sold or disposed of as though this Purchase Agreement had never existed and without any accounting to Purchaser for the proceeds of any subsequent sale. The foregoing remedy shall be in addition to any and all other remedies available to Seller under this Purchase Agreement at law or in equity for any default by Purchaser under this Purchase Agreement.

23) **SELLER'S RIGHT TO CANCEL** - Seller may cancel this Purchase Agreement by forwarding a full refund of the Deposit and the funds paid for Extras to Purchaser, together with written notice of cancellation, in the event of the occurrence of any of the following:

(a) any governmental authority imposes a ban on the construction or completion of residential dwellings or imposes restrictions on the manufacture, sale, distribution and/or use of materials from Seller's regular suppliers or from using same in the construction and/or completion of the Home; or

(b) Seller is unable to obtain materials from its usual sources due to labor troubles, lockouts, war, military operations and requirements, civil unrest, act of God or national emergencies; or

(c) the installation of public utilities is restricted or curtailed; or

(d) zoning and/or building restrictions and regulations, imposed by any governmental body having jurisdiction over the construction of residential housing and appurtenances, either presently in effect or as enacted or promulgated in the future, which create or impose requirements upon Seller which are not presently contemplated; or

(e) the Plan is abandoned, withdrawn, or not consummated for any reason.

Upon such cancellation and refund, this Purchase 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 Purchase Agreement and the Plan.

24) **INABILITY OF SELLER TO TRANSFER OWNERSHIP** – Except for Seller's willful default, if Seller is unable to transfer ownership of the Home in accordance with this Purchase Agreement, Seller shall only be liable to Purchaser for the return to Purchaser of the Deposit. Thereafter, this Purchase Agreement shall be deemed canceled and neither party shall have any further liability to the other in connection with this Purchase Agreement or transaction. Seller shall not be required to commence any action or proceeding or incur any expense in order to remove the condition which prevents Seller from transferring ownership of the Home in accordance with this Purchase Agreement.

25) **PROHIBITION AGAINST ASSIGNMENT OR RECORDING OF PURCHASE AGREEMENT** - Neither this Purchase Agreement nor Purchaser's interest hereunder may be assigned by Purchaser without the written consent of Seller. In addition, neither shall this Purchase Agreement nor any memorandum thereof be recorded in the office of any county clerk or the Nassau County Clerk's Office, the Office of the Clerk of any other county by Purchaser or on behalf of Purchaser. Should Purchaser violate the provisions of the foregoing sentence, this Purchase Agreement, at Seller's option, shall become null and void, whereupon all rights of Purchaser shall cease and terminate and Seller shall have the right to retain, as liquidated damages, the Deposit and all amounts paid by Purchaser for Extras installed by Seller, not been installed but paid for by Seller or not installed but which have been ordered by Seller and for which Seller is obligated to pay, pursuant to the provisions of Paragraphs 13 and 22 of this Purchase Agreement.

26) **PROHIBITION AGAINST SIGNS ON HOME** - Purchaser shall not place any sign on the Home or Property until Seller has closed title to all of the units in the Condominium.

27) **PROHIBITION AGAINST ADVERTISING OF HOME FOR SALE** - From and after the date hereof through closing, Purchaser shall not place an advertisement for the sale of the Home in any newspaper or other publication or media or list the Home with any real estate broker. Such action shall constitute a material breach of this Purchase Agreement entitling Seller to retain monies paid on account of the Purchase Agreement as liquidated damages.

28) **NO BROKER CONSULTED BY PURCHASER** – Purchaser represents that no broker brought about this sale, and Purchaser agrees to indemnify Seller against any claim brought by any broker for a brokerage commission based upon Purchaser's acts. In the event Purchaser is represented or has consulted with an outside broker, Purchaser shall be responsible for all costs and commissions associated therewith and Seller shall not be responsible for any co-broker commission.

This Paragraph shall survive Closing and delivery of the deed.

29) **TRUST FUNDS/ESCROW PROVISIONS -** The Deposit and all other deposits or advances made by Purchaser prior to Closing shall initially be held in a segregated escrow account pursuant to the following:

(a) The law firm of Certilman Balin Adler and Hyman, LLP with an address at 90 Merrick Avenue, 9th Floor, East Meadow, New York 11554, telephone number (516) 296-7000, shall serve as escrow agent ("Escrow Agent") for Seller and Purchaser. The members of the firm are signatories and are all admitted to practice law in the State of New York. Neither Escrow Agent, nor its authorized signatories on the account are Seller, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

(b) Escrow Agent and its 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 maintenance or release of the Deposit from escrow.

(c) Escrow Agent has established the Escrow Account (as hereinafter defined) at Flushing Bank, with an address at 220 RXR Plaza, Uniondale, New York, (the "Bank"), a bank authorized to do business in the State of New York, which account is entitled “Parsons Corners at Lynbrook Condominium/Certilman Balin Adler & Hyman, LLP Attorney IOLA Escrow Account” (the "Escrow Account"). The Escrow Account is an IOLA account pursuant to Judiciary Law §497. The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000.00 per deposit. Any deposit in excess of $250,000 will not be insured.

(d) All monies received from Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments approved by Seller, and shall be made payable to or endorsed by Purchaser to the order of Certilman Balin Adler and Hyman, LLP as Escrow Agent.

(e) Pursuant to Judiciary Law § 497, all interest earned on the IOLA account will be paid to the State of New York. No fees of any kind may be deducted from the Escrow Account, and Seller shall bear all costs associated with the maintenance of the Escrow Account.

(f) Within five (5) business days after this Purchase Agreement has been tendered to Escrow Agent along with the Deposit, Escrow Agent shall sign this Purchase Agreement and place the Deposit into the Escrow Account. With ten (10) business days of the placing the Deposit into the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Seller, confirming the Deposit has been deposited. The notice shall provide the account number. Any deposits made for Extras shall initially be deposited into the Escrow Account and released as long as Seller uses the funds for such work as per Paragraph 14 of this Purchase Agreement.

(g) Escrow Agent is obligated to send notice to Purchaser once the Deposit is placed in the Escrow Account. If Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, Purchaser may cancel this Purchase Agreement within ninety (90) days after tender of this Purchase Agreement and Deposit to the Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, 21st Floor, New York, New York 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General of the State of New York 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 Purchaser.

(h) All Deposits and other deposits, except for advances made for Extras received in connection with this Purchase Agreement, are and shall continue to be Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Seller, as per GBL § 352-h.

(i) Under no circumstances shall Seller seek or accept release of the Deposit of a defaulting Purchaser until consummation of the Plan as defined in Section 20.1 (c) (6) of the Department of Law regulations which defines consummation of the Plan, as the filing of the Declaration of Condominium and the first transfer of title to a Home to at least one Purchaser under the Plan following a declaration of effectiveness by the Seller and acceptance of the amendment of the declaration of effectiveness by the Attorney General's Office. Consummation of the Plan does not relieve Seller of its obligations pursuant to GBL §§ 352-e (2-b) and 352-(h).

(j) Escrow Agent shall release the Deposit and all other deposits if so directed:

(i) pursuant to terms and conditions set forth in this Purchase Agreement, upon closing of title to the Home; or

(ii) in a subsequent writing signed by both Seller and Purchaser; or

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

If Escrow Agent is not directed to release the Deposit pursuant to paragraphs (i) through (iv) above, and Escrow Agent receives a request by either party to release the Deposit, then Escrow Agent must give both Purchaser and Seller 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 (i) through (iv) 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 Home is located and shall give written notice to both parties of such deposit. Escrow Agent shall disburse Purchaser's deposit(s) escrowed under this Purchase Agreement within twenty (20) business days after the escrowed funds are permitted to be released in accordance with this Purchase Agreement.

Seller shall not object to the release of the Deposit and other deposits, if any to:

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

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

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.

(k) Any provision of this 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 and/or other 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 this Purchase Agreement, the Plan, or any amendment thereto.

(l) Escrow Agent shall maintain the Escrow Account under its direct supervision and control.

(m) 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).

(n) 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.

(o) No disbursement need or will be made by Escrow Agent until the deposit has actually and finally cleared Escrow Agent's account.

(p) Escrow Agent shall only be responsible for monies actually received and cleared, and monies earned thereon, if any.

(q) Escrow Agent undertakes to perform only such duties as are expressly set forth in this Purchase Agreement and the Escrow Regulations as amended on November 14, 2012, promulgated by the New York State Attorney General's Office, and no implied duties or obligations shall be read into this Purchase Agreement against Escrow Agent.

(r) Seller agrees that Seller and its agents, including any selling agents, shall deliver the Deposit and other deposits, if any, received by them prior to closing of the Home to a designated attorney who is a member of or employed by Escrow Agent, within five (5) business days of tender of the Deposit or other deposit by Purchaser.

(s) Seller 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.

(t) The following record keeping provisions shall apply:

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

(ii) If Escrow Agent's firm is dissolved, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of the partners or members of the firm or by the successor firm and shall notify the Department of Law of such transfer.

(u) Prior to release of the Deposit and other deposits, Escrow Agent's fees and disbursements shall neither be paid by Seller from the Deposit or other deposits nor deducted from the Deposit or other deposits by any financial institution under any circumstance.

(v) Seller agrees to defend, indemnify and hold Escrow Agent harmless from and against any and all costs, claims, expenses, demands, causes of action, liability, judgments and damages incurred in connection with or arising out of Escrow Agent's responsibilities 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.

(w) Escrow Agent shall not be liable for Seller's failure to tender Purchasers' funds to Escrow Agent within five (5) business days, for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct or gross negligence.

(x) Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner or execution, or validity of any written instructions delivered to it, nor as to the identity, authority, or rights of any person executing the same.

(y) The duties of Escrow Agent shall be limited to the safekeeping of the deposits and for disbursements of same in accordance with the written instructions described in this Purchase Agreement.

(z) This Paragraph 29 shall remain in effect unless and until the following:

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

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

(iii) All units offered pursuant to the Plan have been sold and all sales transactions have been consummated.

(iv) Escrow Agent shall have no responsibility to verify qualifications of any successor escrow agent.

(aa) Upon termination of the duties of Escrow Agent as described in Sub-paragraph 29(z) above, Escrow Agent shall deliver any and all funds held by it in the Escrow Account and any and all contracts or documents maintained by Escrow Agent to the new escrow agent designated in the duly filed amendment related thereto.

(bb) Upon delivery of all funds held by Escrow Agent to the new escrow agent pursuant to sub-paragraph 29(aa) above, this Paragraph 29 shall be terminated, and Escrow Agent shall be released from all liability hereunder.

(cc) Upon Escrow Agent disbursing the Deposit and any other deposit of Purchaser in accordance with the provisions of this Paragraph 29, Escrow Agent's obligations shall terminate as regards to such deposit, and Escrow Agent shall thereafter be released of all liability in connection with Purchaser.

(dd) In the event of a good faith disagreement about the interpretation of this Paragraph 29, or about the rights and obligations, or the propriety, of any action contemplated by Escrow Agent hereunder, Escrow Agent may, at its sole discretion, retain Purchaser's deposits and payments in escrow and file an action and deposit any applicable funds in a court of competent jurisdiction to resolve said disagreement. Escrow Agent shall be indemnified by Seller for all costs, including reasonable attorneys' fees or reasonable value of services rendered by Escrow Agent's litigation attorneys representing Escrow Agent pro se, in connection with the aforesaid action. No such action shall be filed where Escrow Agent's required course of action is clearly dictated within this Paragraph 29.

(ee) Any provision of any contract or agreement, whether oral or in writing, by which Purchaser purports to waive or indemnify any obligation of Escrow Agent holding trust funds is absolutely void. The provisions of the regulations of the Department of Law pertaining to escrow funds as amended on November 14, 2012, shall prevail over any conflicting or inconsistent provision in the Plan, an amendment to the Plan or in this Purchase Agreement.

(ff) This Paragraph 29 shall be construed in accordance with and governed by the laws of the State of New York.

30) **NOTICES** - Any notices, statements, certificates, requests or demand required or permitted to be given or delivered under this Purchase Agreement shall be in writing and may be sent by mail, overnight courier or personal delivery, addressed to Purchaser or to Seller, as the case may be, at their respective addresses shown at the beginning of this Purchase Agreement, or to such other address as Purchaser or Seller may designate in the manner herein provided, or to their respective attorneys. Such notice, statement, certificate, request or demand shall be deemed to have been given

(a) upon personal delivery actually being made, and

(b) upon receipt or first refusal of delivery or when returned as undeliverable if delivered by (i) the United States Post Office with proper postage prepaid, if sent by regular mail, registered or certified mail, return receipt requested; or (ii) overnight courier service.

Notice given by an attorney for a party shall be deemed effective notice as if given by such party.

31) **PURCHASER GENERAL REPRESENTATIONS –** Purchaser represents that Purchaser has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties or statements, written or oral, of any nature, including, but not limited to, any of the above relating to the description or physical condition of a Condominium building or the Home or the Property, the size or the dimensions of the Home or the rooms therein contained or any physical characteristics thereof, the services offered by the Condominium, the estimated Common Charges for the Home or any other matter or estimate not set forth herein and/or in the Plan. Purchaser further represents that Purchaser has not relied on any verbal or written representations made by Seller, Broker or any other agent of Seller. Purchaser has had full opportunity to examine all documents and investigate all facts referred to and stated herein and in the Plan. Seller shall have no liability or responsibility to Purchaser and that Purchaser will not be relieved from Purchaser's obligations hereunder, by reason of any inaccuracy or error in the layout or dimensions of the Home so long as the layout and specifications, as they may be changed or amended, are in accordance with the provisions of the Plan. Seller cannot guarantee a firm completion and availability date for the Home and agrees that Seller shall not be obligated to make, provide, or compensate for any accommodations or costs to Purchaser as a result of construction delays nor shall such delays serve to cancel, amend or diminish any of Purchaser's obligations hereunder. Purchaser may rely on the representations made in the Offering Plan.

32) **ACKNOWLEDGMENT THAT THERE ARE NO OTHER UNDERSTANDINGS** - All prior understandings and agreements are hereby superseded and merged into this Purchase Agreement, which alone contains the final and entire understanding and agreement between Seller and Purchaser. Neither Seller nor Purchaser shall be bound by any terms, conditions, statements, or representations, oral or written, not set forth in this Purchase Agreement or in the Plan. Purchaser acknowledges that Purchaser is buying a Home in a condominium development which may not yet have been formed at the time this Purchase Agreement is signed, and that, except as stated in this Purchase Agreement, the Declaration, By-Laws, Exhibits, Schedules and Plan, Purchaser has not relied on any representations or other statements of any kind or nature made by Seller or anyone else except as set forth in the Plan or any amendment thereto and/or this Purchase Agreement, including, but not limited to, the estimated Common Charges or other expenses relative thereto.

Purchaser also acknowledges that none of Seller's representatives has the authority to modify this Purchase Agreement or to make any oral promise, agreement, or representation inconsistent or contrary to the terms of this Purchase Agreement. This Purchase Agreement may be changed only by a written document signed by both Purchaser and Seller. The invalidity or unenforceability of any particular provision of this Purchase Agreement will not affect the other provisions, and this Purchase Agreement will be interpreted in all respects as if such unenforceable provisions were omitted.

33) **RISK OF LOSS** - The risk of loss or damage to the Home by fire or any other cause until delivery of the deed is assumed by Seller. In the event a substantial portion of the Home, the building in which the Home is located or Condominium shall be destroyed or damaged prior to Closing, Seller shall be entitled to cancel this Purchase

Agreement by written notice to Purchaser, together with a check in the amount of the Deposit paid by Purchaser; however, Purchaser will not receive a refund of any funds paid for Extras that have been installed by Seller, not been installed but paid for by Seller or not been installed but which have been ordered by Seller and for which Seller is obligated to pay unless the Plan is abandoned. The parties shall thereafter be released from any further liability hereunder. However, if Purchaser is or becomes the occupant of the Home prior to Closing, then as of the date of Purchaser's occupancy, Purchaser shall be responsible for all damage caused by any acts or omissions of Purchaser, Purchaser's agents, employees or invitees.

If any part of the Home is damaged or destroyed by any casualty prior to Closing, Seller will have the option to restore the Home to its previous condition as soon as reasonably possible. In the event Seller elects to restore the Home, then the Closing Date and any other applicable date or deadline will be extended in a reasonable manner by Seller. Seller agrees to notify Purchaser of Seller's decision within ten (10) business days of the date of such casualty. In the event Seller elects not to restore the Home, then this Purchase Agreement will terminate, and Purchaser will receive a full refund of all monies paid to Seller. The parties shall thereafter be released from any further liability hereunder.

34) **DAMAGE TO PUBLIC IMPROVEMENTS, AMENITIES AND COMMON ELEMENTS** - Purchaser shall repair and/or restore to their original condition and standards any public improvement, amenity or Common Elements on the Property damaged by Purchaser or Purchaser's agents, employees, contractors or licensees. Upon failure of Purchaser to complete such repair and/or restoration work within thirty (30) days after written notice from Seller, then and in that event, Seller may complete same at the expense of Purchaser who shall reimburse Seller for the cost thereof immediately upon demand. This Paragraph shall survive Closing and delivery of the deed.

35) **STRICT COMPLIANCE; WAIVER OF TRIAL BY JURY** - Any failure by Seller to insist upon strict performance by Purchaser of any of Purchaser's obligations under this Purchase Agreement shall not be deemed a waiver of such obligations, and Seller may at any time insist upon strict performance by Purchaser of any and all obligations to be performed by Purchaser under this Purchase Agreement irrespective of the number of times Purchaser failed to strictly comply with such obligations in the past. Purchaser waives all rights to trial by jury in any action, proceeding or counterclaim in any way arising out of or relating to this Purchase Agreement, provided such waiver is not prohibited by any laws of the State of New York. Any action or proceeding brought by either party hereto against the other, directly or indirectly, arising out of this Purchase Agreement, shall be instituted in a court in Nassau County and all motions in any such action shall be made in Nassau County. Purchaser agrees to pay any and all court fees, including reasonable attorney fees, should Purchaser bring an action against Seller in any court of proper jurisdiction (including, without limitation, small claims court) and be unsuccessful. Purchaser waives its right to file a Lis Pendens if not filed within sixty (60) days of the cancellation of this Purchase Agreement.

This Paragraph shall survive Closing and delivery of the deed.

36) **LIEN OF DEPOSIT** - All sums paid on account of this Purchase Agreement are hereby made liens upon the Home, but such liens shall not continue after default by the Purchaser under this Purchase Agreement.

37) **AUTOMOBILES –** At Closing, Purchaser shall register each car Purchaser intends to park on the Property with the Board of Managers of the Condominium.

38) **SALE OF HOMES WITHIN EIGHTEEN (18) MONTHS OF CLOSING OF TITLE TO THE FIRST HOME IN THE CONDOMINIUM –** Seller does not wish to sell Homes to Purchasers who intend to purchase the Home as a short-term resale investment. If a Home is sold within eighteen (18) months from the Closing of Title to the first Home in the Condominium, the Purchaser shall upon the sale of their Home pay Seller, at or before the resale Closing, an amount equal to ten (10%) percent of any profits defined as the Gross Sales Price without deductions for Closing or other transaction costs less the original purchase price however such amount shall not be greater than the net proceeds of the sale of the Home, which would be the gross sales price, less amounts owed on a mortgage and all Closing Costs. No Home may be sold for less than the current sales price offered by the Seller for the same or similar unit type per the Offering Plan, or any Amendment thereto, in effect at the time of such sale. This provision only applies to the initial Purchaser of a Home from Seller and not to subsequent re-sales and does not apply if the Homeowner or spouse dies within the eighteen (18) month period, or if all the Homes have been sold by Seller before the expiration of the eighteen (18) month period. In addition, it does not apply to any mortgagee who forecloses or accepts a deed in lieu of foreclosure for a default under a first mortgage.

39) **MISCELLANEOUS -**

(a) The start of any activity by Seller in connection with the Home is not to be deemed a waiver of any of Seller's rights under this Purchase Agreement.

(b) The personal property referred to in this Purchase Agreement shall be deemed conveyed by the deed, and no part of the Purchase Price shall be deemed allocated to such personal property.

(c) The attorneys representing Seller, or any lender represent such parties only and not Purchaser. Purchaser may retain independent counsel at Purchaser's own expense in order to protect Purchaser's interest.

(d) The delivery of the deed for the Home to Purchaser or Purchaser's representative at Closing shall be deemed to mean that all things required to be done by Seller under this Purchase Agreement have been done and that Purchaser shall not claim otherwise except as to those things, if any, which are specifically stated in this Purchase Agreement or in a separate writing signed by Seller or Seller's attorney on Seller's behalf, to survive or continue beyond Closing or delivery of the deed.

(e) The paragraph headings set forth in this Purchase Agreement are inserted solely for convenience of reference and in no way deemed to affect,

amend, define, describe, or limit the scope or intent of the provisions set forth in this Purchase Agreement.

(f) No provision of this Purchase Agreement may be changed, waived, discharged, or terminated orally, by telephone, or by any other means, except by an instrument in writing signed by the party against whom enforcement of such change, waiver, discharge, or termination is sought and then only to the extent set forth in such instrument.

(g) Any singular word or term herein shall also be read as in the plural whenever the sense of this Purchase Agreement may require it. The use of the masculine gender shall be deemed to refer to the feminine gender, or neuter, whenever the context so requires.

(h) All capitalized terms shall be given the definition contained in Part I of the Plan unless otherwise indicated.

(i) If two (2) or more persons are named as Purchaser in this Purchase Agreement, (i) each person shall be jointly and severally liable for payment, observance, and performance of all obligations under this Purchase Agreement and (ii) anyone of them is hereby made agent for the other in all matters of any and every kind or nature with respect to the Home and/or this Purchase Agreement. The act, assent, election, or approval by one shall conclusively constitute the act, assent, election, and approval by all.

(j) The provisions of this Purchase Agreement shall bind and inure to the benefit of Purchaser and Purchaser's heirs, legal representatives, successors and/or permitted assigns and shall bind and inure to the benefit of Seller and its successors and/or assigns. In connection therewith, Seller and its permitted assignees shall have the right on one or more occasions to assign this Purchase Agreement, without Purchaser's consent, to any entity in which Seller or its affiliates own or control or which is under common control with Seller or its affiliates, in each case, either directly or indirectly. In addition, at the direction of Seller or Seller's assignee, such Seller's assignee(s) and Purchaser shall enter into a replacement Purchase Agreement on the same terms and conditions as this Purchase Agreement.

(k) This Purchase Agreement shall not be binding or effective until fully executed and delivered by Seller and Purchaser.

(l) None of Seller's employees, agents or representatives is authorized to make any representations regarding economic benefits to be derived from this transaction. Purchaser is advised that economic benefits to be derived from this transaction may vary with individual circumstances and/or market conditions, and Purchaser should rely only upon Purchaser's own attorney, accountant, or other counsel if guidance in such matters is desired.

(m) Purchaser acknowledges that Seller has the right to lower and/or increase the price paid for a similar Home and/or change the terms applicable to similar units. As a result, Purchaser may pay more or less and may receive better or worse terms than another Purchaser for a similar unit.

(n) Purchaser shall execute the Tender of Escrow Form, as set forth in Schedule D-1 of the Plan upon execution of this Purchase Agreement and at closing shall execute the Release Form, as set forth in Schedule D-2 of the Plan.

(o) This Purchase Agreement and any Schedules, Riders, Addenda and Amendments thereto may be executed in any number of counterparts each of which shall be deemed an original and all of which together shall be deemed to constitute one and the same agreement. Electronic (i.e., portable document format (.pdf), email and facsimile) signatures shall be deemed originals for purposes of this Purchase Agreement.

(p) In the event any portion of this Purchase Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this Purchase Agreement and the remaining parts hereof shall remain in full force and effect, as fully as though such invalid, illegal or unenforceable portion had never been part of this Purchase Agreement.

(q) The parties agree that this Purchase Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

40) **LIMITED WARRANTY - THE LIMITED WARRANTY SET FORTH IN SCHEDULE D-5 OF THE PLAN AND INCORPORATED HEREIN BY REFERENCE (THE "LIMITED WARRANTY") IS IN PLACE OF AND EXCLUDES THE HOUSING MERCHANT IMPLIED WARRANTY, AS DEFINED IN ARTICLE 36-B OF THE NEW YORK GENERAL BUSINESS LAW, AS SAME MAY BE AMENDED FROM TIME TO TIME, AND ALSO EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS PURCHASE AGREEMENT AND THE CONSTRUCTION AND SALE OF THE HOME. SELLER MAKES NO HOUSING MERCHANT IMPLIED WARRANTY AND, EXCEPT AS EXPRESSLY SET FORTH IN THE LIMITED WARRANTY, SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THIS PURCHASE AGREEMENT AND THE CONSTRUCTION AND SALE OF THE HOME, WHICH EXTEND BEYOND THE FACT THEREOF.**

PRIOR TO THE EXECUTION OF THIS PURCHASE AGREEMENT BY PURCHASER, PURCHASER ACKNOWLEDGES THAT SELLER HAS SUPPLIED TO PURCHASER FOR EXAMINATION AND PURCHASER HAS RECEIVED, READ AND

UNDERSTOOD A WRITTEN COPY OF THE EXPRESS TERMS OF THE LIMITED WARRANTY.

PURCHASER FURTHER ACKNOWLEDGES THAT SELLER WILL CORRECT ANY DEFECTS IN THE CONSTRUCTION OF THE COMMON ELEMENTS OF THE CONDOMINIUM NOT COVERED BY ANY LIMITED WARRANTY, OR IN THE INSTALLATION OR OPERATION OF ANY MECHANICAL EQUIPMENT THEREIN, DUE TO IMPROPER WORKMANSHIP OR MATERIAL SUBSTANTIALLY AT VARIANCE WITH THE OFFERING PLAN AS MAY BE CHANGED BY SELLER FROM TIME TO TIME PROVIDED AND ON CONDITION THAT SELLER IS NOTIFIED OF OR BECOMES AWARE OF SUCH DEFECT(S) WITHIN TWELVE (12) MONTHS FROM THE DATE OF SUBSTANTIAL COMPLETION OF THE ALLEGED DEFECTIVE COMMON ELEMENTS. SUBSTANTIAL COMPLETION SHALL MEAN THAT THE COMMON ELEMENTS ARE FUNCTIONAL FOR THEIR INTENDED USE.

41) **NOTICES TO PURCHASER - YOU, AS PURCHASER OF THE HOME, MAY REQUIRE THE RECIPIENT OR CONTRACTOR TO DEPOSIT THE INITIAL ADVANCE MADE BY YOU IN AN ESCROW ACCOUNT. IN LIEU OF SUCH DEPOSIT, THE RECIPIENT OR CONTRACTOR MAY POST A BOND OR CONTRACT OF INDEMNITY WITH YOU GUARANTEEING THE RETURN OF SUCH ADVANCE.**

WHEN SIGNED BY SELLER AND PURCHASER, THIS PURCHASE AGREEMENT WILL BECOME A LEGALLY BINDING AGREEMENT. PURCHASER SHOULD READ AND UNDERSTAND ALL PROVISIONS BEFORE SIGNING. IF PURCHASER DOES NOT UNDERSTAND ANY PROVISION, PURCHASER SHOULD SEEK LEGAL ADVICE.

PURCHASER MUST BE GIVEN A COPY OF THE PLAN PRIOR TO THE SIGNING OF THIS PURCHASE AGREEMENT. BY SIGNING THIS PURCHASE AGREEMENT, PURCHASER ACKNOWLEDGES RECEIPT OF THE PLAN AND THAT PURCHASER HAS HAD AN OPPORTUNITY TO READ THE PLAN AT LEAST THREE (3) BUSINESS DAYS PRIOR TO SIGNING THIS PURCHASE AGREEMENT.

[SIGNATURE PAGE FOLLOWS]

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

PURCHASERS: **161 UNION LLC**

_____ By:_____
Signature , Member

_____
Signature

Agreed to as to Paragraph 29 by Escrow Agent:

CERTILMAN BALIN ADLER & HYMAN, LLP

By: _____
, Partner

SCHEDULE D-1

TENDER OF ESCROW FORM

TENDER OF ESCROW DEPOSIT

Date: _____

Tender of Deposit of $_____, for Unit ____ at Parsons Corners at Lynbrook Condominium located at 161 Union Avenue, Lynbrook, New York 11563.

Purchaser(s) named below has/have tendered on_____, 20__, the above escrow deposit to Sponsor/Selling Agent as a deposit for the above Unit.

Purchaser(s) _____
_____

Address of Purchaser(s) _____
_____

Phone number of Purchaser(s):

Home: _____
Business: _____

Social Security Number(s) or
Tax Identification Number(s)
of Purchaser(s) _____
_____

By: _____
Purchaser

By: _____
Purchaser

RECEIPT

The SPONSOR/SELLING AGENT of the above-named property hereby acknowledges receipt of the above escrow deposit.

By: _____
_____
Title or Position

Date of Receipt: _____

SCHEDULE D-2

FORM TO RELEASE ESCROW FUNDS

FORM FOR THE RELEASE OF ESCROW FUNDS

Date

Re: **Parsons Corners at Lynbrook Condominium**
Purchaser:
Unit No.:

Dear Sirs:

You have been holding in a trust account my/our Deposit for the captioned Home (if applicable) in the amount of $_____. I/we acknowledge that a closing has taken place this date. Accordingly, the Law Firm of Certilman Balin Adler & Hyman, is authorized to release the funds being held in said amount to whomever the Sponsor so designates. In addition, the Law Firm of Certilman Balin Adler & Hyman, as Escrow Agent on said account, is hereby released from any and all liability or further obligation to us with respect to said Deposit.

Very truly yours,

_____
Purchaser

_____
Purchaser

_____
Sponsor's representative

SCHEDULE D-3

WAIVER OF NOTICE OF CLOSING

WAIVER OF NOTICE OF CLOSING

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

_____, being duly sworn, does hereby depose and state:

1. I am the Purchaser of Home # _____ at the Parsons Corners at Lynbrook Condominium.

2. Pursuant to a Purchase Agreement dated_____, 20___, I am entitled to thirty (30) days' written notice of the Closing for my Home.

3. I hereby waive the applicable notice provision contained in the Purchase Agreement and agree to close on _____, 20___.

_____
Purchaser

Sworn to before me this __ day
of _____ 20___.

_____
Notary Public

SCHEDULE D-4

EXPRESS ASSUMPTION OF RISK

EXPRESS ASSUMPTION OF RISK

I/We _____ understand that by entering onto a construction site there are extraordinary risks of grave bodily injury and/or death. In consideration for being allowed to enter upon the premises herein, I expressly assume all risks associated with the construction site, including but not limited to:

1. Falling debris;
2. Falls associated with excavations, uncleared ice and/or snow incomplete sidewalks and roads and downed trees and/or bushes;
3. Injuries associated with incomplete construction;
4. Injuries associated with operating machinery;
5. Injuries associated with incomplete or no railings; and
6. Injuries associated with incomplete and/or insufficient lighting.

I/We _____ further agree to fully indemnify and hold harmless 161 UNION LLC, its members, managers, officers, directors, principals, shareholders, successors and assigns for any and all damage to any personal property.

_____

_____

SCHEDULE D-5

LIMITED WARRANTY

RIDER TO PURCHASE AGREEMENT DATED _____, 20__ BY AND BETWEEN **161 UNION LLC**, AS SELLER, AND _____, AS PURCHASER.

LIMITED WARRANTY

NAME OF PURCHASER(S):	_____
	_____
ADDRESS OF PURCHASER(S):	_____
DESIGNATION OF HOME WARRANTED:	_____
NAME OF SELLER:	**161 UNION LLC**
ADDRESS OF SELLER:	363 Perkins Avenue Oceanside, New York 11572
EFFECTIVE DATE OF THIS LIMITED WARRANTY:	The date that Purchaser or its family shall first occupy the Home warranted or the date of delivery of the deed to such home to Purchaser, or the date of first occupancy of the Home as a residence regardless of who occupies the Home, whichever first occurs.
SELLER'S LIMIT OF TOTAL LIABILITY:	In no event shall the Seller's total liability to Purchaser under this Limited Warranty exceed fifty (50%) percent of the Purchase Price less any insurance proceeds received by Purchaser (the "Maximum Liability of Seller").

THIS LIMITED WARRANTY EXCLUDES AND PRECLUDES ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, AND INDIRECT DAMAGES.

THIS LIMITED WARRANTY IS IN LIEU OF AND REPLACES ALL OTHER WARRANTIES ON THE CONSTRUCTION AND SALE OF THE HOME AND ITS COMPONENTS, BOTH EXPRESS AND IMPLIED (INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. THE PURPOSE OF THIS LIMITED WARRANTY IS TO IDENTIFY THE SELLER'S

RESPONSIBILITIES FOR CONSTRUCTION DEFECTS OF A LATENT OR HIDDEN NATURE THAT COULD NOT HAVE BEEN FOUND OR DISCLOSED ON FINAL INSPECTION OF THE HOME.

1. To Whom Given. This Limited Warranty is given to the Purchaser named on page l while the Purchaser owns the Home. IT DOES NOT EXTEND TO SUBSEQUENT OWNERS, HEIRS, TENANTS OR MORTGAGEES IN POSSESSION OF THE HOME, ANYONE WHO MAY SUCCEED TO THE RIGHTS OF PURCHASER OR ANY OTHER PERSONS.

2. By Whom Made. This Limited Warranty is made exclusively by the Seller whose name and address appear on page 1.

3. Final Inspection of the Home. Before the Purchaser moves into the Home or accepts the deed, the Seller will schedule an appointment for final inspection of the Home with the Purchaser. The purpose of this final inspection is to discover any defects of a visible, obvious or patent nature, or any other unfinished work.

All defects found on final inspection of the Home will be itemized on a Final Inspection Sheet, which will be signed by the Purchaser and the Seller before occupancy of the Home or delivery of the deed.

4. Warranty Coverages and Periods. The Warranty Period for all of the following coverage begins on the Effective Date of this Warranty shown on page l of this warranty.

FIRST YEAR BASIC COVERAGE: for one year from the Effective Date of this warranty, the Home will be free from latent defects that constitute:

(a) defective workmanship by the Seller, or an agent, employee or subcontractor of the Seller;

(b) defective materials furnished by the Seller, or an agent, employee or subcontractor of the Seller;

(c) defective design, provided by an architect, engineer, surveyor, or other design professional retained exclusively by the Seller; or

(d) defective installation of appliances sold as part of the Home by the Seller or an agent, employee or subcontractor of the Seller.

Seller under this coverage is not responsible for any defects in any work or materials ordered directly by Purchaser from Seller's subcontractors or suppliers or other outside suppliers or subcontractors or for incidental or consequential damages resulting from such work or materials.

TWO YEAR MAJOR SYSTEM COVERAGE: for two years from the Effective Date of this warranty, the Plumbing, Electrical, Heating, Cooling and Ventilation Systems of the Home which have been installed by the Seller are warranted to be free from latent defects resulting from defective installation by the Seller.

The Plumbing System refers to the gas supply lines and fittings; water supply, waste and vent pipes and their fittings; septic tanks and their drain fields; water, gas and sewer service piping, and their extensions to the tie-in of a public utility connection, or on-site well and sewage disposal system.

The Electrical System refers to all wiring, electrical boxes, switches, outlets and connections up to the public utility connection.

The Heating, Cooling and Ventilation System refers to all duct work, steam, water and refrigerant lines, registers, convertors, radiation elements and dampers.

Except by reason of a defect in installation by Seller, this major system coverage does not include defects in appliances, fixtures and items of equipment.

Seller under this coverage is not responsible for any defects in any work or materials ordered directly by Purchaser from Seller's subcontractors or suppliers or other outside suppliers or subcontractors or for incidental or consequential damages resulting from such work or materials.

SIX YEAR MAJOR STRUCTURAL DEFECT COVERAGE: for six years from the Effective Date of this warranty, the Home will be free from latent Major Structural Defects that result from:

(a) defective workmanship by the Seller, or an agent, employee or subcontractor of the Seller;

(b) defective materials furnished by the Seller, or an agent, employee or subcontractor of the Seller; or

(c) defective design, provided by an architect, engineer, surveyor, or other design professional retained exclusively by the Seller.

A Major Structural Defect is a defect resulting in actual physical damage to the following load-bearing portions which affects their load-bearing functions to the extent that the Home 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 Home are not covered by this six-year 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 Home; electrical, plumbing, heating, cooling and ventilation systems; appliances, fixtures and items of equipment; paint; doors and windows; trim; cabinets; hardware; and insulation.

Seller under this coverage is not responsible for any defects in any work or materials ordered directly by Purchaser from Seller's subcontractors or suppliers or other outside suppliers or subcontractors or for incidental or consequential damages resulting from such work or materials.

In all coverages under this Paragraph 4, workmanship, materials, design and installation will be considered to be defective if they fail to meet or exceed the relevant standards and specifications of the applicable building code of the municipality in which the Home is located, in effect on the date that the building permit for the Home was issued, as supplemented by the annexed locally accepted building standards and practices.

ALL TIME PERIODS FOR THESE COVERAGES ARE OF THE ESSENCE AND WILL NOT BE EXTENDED.

5. Exclusions From All Coverages. The following are not covered by this warranty:

(a) patent defects including defects shown on the Final Inspection Sheet and defects which an examination of the Home prior to the Effective Date of this warranty ought to have revealed;

(b) defects in detached garages and carports; roads, swimming pools and other recreational facilities, if any; driveways; walkways; patios; boundary walls; retaining walls; bulkheads; fences; landscaping (including sodding, seeding, shrubs, trees and plantings); and any other improvements not a part of the Home itself;

(c) raised butt joints; ridging, scuffing on kitchen cabinet or vanity surfaces; shading variations and fading of natural material on all cabinets, appliances, vanities, doors, fixtures, floors, counter tops, vanity tops and all exterior surfaces; variations of wood grain or staining of kitchen cabinets or vanities; shading variations of the exterior siding staining (on the face surface or grooves), and on fascias from staining; doors and windows sticking because of weather; adjustment of bi-fold doors; chips, scratches, marks, breaks, or other blemishes in windows, window sashes, sliding doors, screens, electric fixtures and globes, woodwork, doors, interior painted surfaces, sinks, tubs, bowls, counter tops, vanity tops and bases, mirrors, hardware, flooring and cabinets;

dented appliances; broken screens; minor chips (nicks) to cultured marble floors and counter tops; nail pops; ridging on sheet rock walls; lumber shrinkage; door warpage of less than 1/4"; warpage and shrinkage of deck wood; normal plumbing, heating and air conditioning noises and paint touch-ups.

(d) defects in any work or materials ordered directly by Purchaser from Seller's subcontractors or suppliers or other outside suppliers or subcontractors and for incidental or consequential damages resulting from such work or materials;

(e) damage caused by the failure by the Purchaser or anyone other than the Seller, its employees, agents or subcontractors, to comply with the warranty requirements of manufacturers or suppliers of appliances, fixtures or items of equipment;

(f) damage caused by the misuse, abuse, or interference by Purchaser or anyone other than Seller or its employees, agents and subcontractors with the Seller's original construction or installations;

(g) additional damage caused by the failure of the Purchaser to give notice to the Seller of any defects or damage in a timely manner as provided in this warranty;

(h) damage caused by changes in grade made by anyone other than the Seller, its employees, agents or subcontractors and damage caused by changes in grade made by Seller's agents and subcontractors if such work was ordered directly by Purchaser;

(i) damage caused by changes, alterations or additions made to the Home by anyone other than Seller or its employees, agents or subcontractors after the Effective Date of this warranty;

(j) damage caused by changes, alterations or additions made to the Home by Seller's agents and subcontractors if such work was ordered directly by Purchaser after the Effective Date of this warranty;

(k) damage caused by dampness or condensation due to the failure of the Purchaser to maintain adequate ventilation;

(l) 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, soil movement and changes in the underground water table;

(m) loss or damage caused by seepage of water unless such loss or damage is the direct result of a construction defect;

(n) any damage which Purchaser has not taken timely action to minimize;

(o) normal wear and tear and normal deterioration;

(p) insect, vermin and/or rodent damage and infestation, or damage caused by other animals or pests;

(q) bodily injury, death, or damage to personal property;

(r) costs of shelter, transportation, food, moving, storage or other expenses related to relocation during repair or replacement;

(s) consequential, incidental, special and indirect damages;

(t) any claim not filed in a manner set forth in paragraph 7 of this warranty;

(u) damage which arises while the home is being used for nonresidential purposes;

(v) damage due to abnormal loading on floors which exceeds design loads as mandated by the applicable building code or building standards;

(w) damage due to ice build-up on the roof;

(x) defects in appliances, fixtures and items of equipment except if caused by defect in installation by Seller; and

(y) fading of color of any natural materials in any improvement.

6. What Seller Will do in the Event of a Defect Covered by This Warranty. If a defect occurs in an item covered by this warranty, the Seller will repair, replace, or pay the Purchaser the reasonable cost of repairing or replacing the defective item(s), within sixty (60) days after the Seller's inspection or testing discloses the problem, subject to weather conditions, acts of God, availability of materials, and other events beyond Seller's control. The choice among repair, replacement or payment is solely that of the Seller. In making any repairs or replacements, Seller shall have the right to select the method and materials to be used in performing such repairs or replacements.

Seller's liability under this warranty is limited in the aggregate to the amount listed on page 1 of the warranty.

Repair of damage to the load-bearing portions of the Home will be limited to that which is necessary to restore their load-bearing function. Repair of other Major Structural Defects will be limited to repair of those defects which made the Home unsafe, unsanitary or otherwise unlivable.

7. 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 the Seller no later than the tenth (l0th) day after the expiration of the applicable warranty period. Such notice must be sent by Purchaser to Seller by certified or express mail, return receipt requested. If this form shall not properly be completed and received by the Seller by that deadline, the Seller will have no duty to respond to any complaint or demand contained in such form, and any or all claims may be rejected. COMPLETION AND DELIVERY OF SUCH NOTICE OF WARRANTY CLAIM IN A TIMELY MANNER IS NECESSARY TO PROTECT THE RIGHTS OF THE PURCHASER UNDER THIS LIMITED WARRANTY.

(b) No steps taken by the Seller, Purchaser or any other person to inspect, test or correct defects will extend any time period under this Warranty. No steps taken by the Seller in response to an improperly completed or untimely notice of a warranty claim will give rise to any liability of Seller to Purchaser in connection with such claim.

(c) In response to a Notice of Warranty Claim, or any other complaint or request of the Purchaser, the Seller and the Seller's agents will have the right to inspect and test the portion of the Home to which the claim, complaint or request relates. The Purchaser and occupants of the Home must provide reasonable access to the Seller and the Seller's agents during normal business hours, Monday through Friday, to complete inspection, testing and repair or replacement. Failure by Purchaser to provide such access shall invalidate this warranty with respect to the defect(s) set forth on the Notice of Warranty Claim.

(d) The Seller will complete inspection and testing within a reasonable time under the circumstances after receipt of a timely and properly completed Notice of Warranty Claim Form. Upon completion of inspection and testing, the Seller will determine whether to accept or reject the claim. If the Seller rejects the claim, the Seller will give written notice of that decision to the Purchaser at the address shown on the Notice of Claim Form. If the Seller accepts the claim, the Seller will take corrective action within a reasonable time under the circumstances. The Seller will use good faith efforts to process and handle claims in a timely manner, but all time periods for repair or replacement of defects necessary are subject to weather conditions, availability of materials, and other events beyond the Seller's control.

8. Legal Actions. (a) No claim under this warranty may be commenced or asserted against Seller in any lawsuit unless a properly completed Notice of Warranty Claim Form has been received by the Seller in the time period set forth in paragraph 7 of this warranty.

(b) No lawsuit against the Seller under this warranty may be commenced more than thirty (30) days after the expiration date of the applicable warranty coverage, or thirty (30) days after Seller has given written notice of its rejection of Purchaser's claim

with respect to such claim, or thirty (30) days after Builder has substantially completed corrective action for a defect with respect to such defect.

9. Miscellaneous Provisions. (a) To the extent any coverage under this warranty applies to common elements of a condominium, such coverage shall be deemed given to the Board of Managers of the condominium.

(b) This warranty may not be amended in any way without Seller's prior written consent in each instance.

(c) If any provision of this warranty will not be enforced by an appropriate court, the determination will not affect the enforceability of the remaining provisions.

(d) Use of one gender in this warranty includes the other gender, and use of the plural includes the singular, as may be appropriate.

(e) This warranty shall be governed in accordance with the laws of the State of New York.

(f) The annexed Building Standards, as they may be amended, establishes the standards by which it will be determined whether the Home has a problem which is covered by this Limited Warranty and the obligation of the Seller to correct such problem.

INSTRUCTIONS TO COMPLETE
NOTICE OF WARRANTY CLAIM FORM

To ask the Warrantor to correct a defect in your Home that you think is covered by the Warrantor's Limited Warranty, you must complete this form and deliver it to the Warrantor. This is necessary to protect your rights to warranty performance under the Limited Warranty.

Describe the defect(s) 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. If you do not know the answers to any questions, write "Don't know." **Please do not leave any items blank.**

NOTICE OF WARRANTY CLAIM FORM

I (We) (_____)
insert your name(s)

am the owner of Home #_____ located at _____.

My mailing address and office and home telephone numbers are as follows:

Mailing Address:_____

_____

Home Telephone No:_____

Office Telephone No:_____

I first occupied the Home as my residence on_____

I closed title to the Home on _____

Set forth below are defects in my Home and the approximate date the defects occurred, or I became aware of them:

NATURE OF DEFECTS	DATE OCCURRED OR FIRST OBSERVED

_____ _____
(Signature) (Date)

_____ _____
(Signature) (Date)

This completed and signed form must be sent to Warrantor at its address listed on the first page of the Warranty by certified or express mail, return receipt requested.

ACCEPTED BUILDING STANDARDS EFFECTIVE JANUARY 1, 2007

1757-8 Veterans Memorial Highway
Islandia, NY 11749
Tel: 631-232-2345 Fax: 631-232-2349
www.libi.org Email: evp@libi.org

Purchaser: _____

_____

Address: _____

_____

Builder: _____

Job No: _____

Date: _____

Receipt of the Long Island Builders Institute's Accepted Building Standards January 1, 2007 Booklet is Hereby Acknowledged.

_____

Acknowledgements

The Long Island Builders Institute (LIBI) gratefully acknowledges the leadership and commitment of the National Association of Home Builders (NAHB) in developing their Residential Construction Performance Guidelines for Professional Builders & Remodelers (Third Edition). The LIBI Standards are closely modeled after the NAHB Guidelines but have been adjusted for local practices.

We also acknowledge the contribution of the LIBI Accepted Building Standards Committee: Richard L. Raskin, Chairman, Ray Accettella, John Barrows, Gary Cannella, Larry Davis, Cliff Fetner, Paul Martino and Robert Wieboldt, LIBI EVP.

Purpose of the Book

A Level of Expectation

Homeowners, contractors, builders and remodelers are constantly seeking a measurable benchmark that deals with the quality and their expectations of performance in the goods and services provided by the residential construction industry. Quality is a term that is often used but is seldom defined, particularly in relation to construction; these Standards are an attempt to supply a benchmark for quality. Building codes and local regulations address matters of health, safety, and welfare and are the mandated responsibility of those codes and regulations but there is a greater likelihood of matching the "other" dimension of a consumer's expectations by the acceptance of objective criteria regarding performance and building standards. On this premise, the two prior editions of LIBI Accepted Building Standards were developed to offer achievable minimum levels of workmanship and quality for the products delivered. LIBI first developed its own standards in 1988 and this current effort represents the second time that we have updated, refined and expanded our Standards.

It should be noted that the core of these standards were first established as a basis of coverage under insured warranty programs, which were initially offered some 30 years ago. More than 20 years ago, the Remodelors Council of the National Association of Home Builders embraced a similar compilation of guidelines, which led to the published editions of Quality Standards for the Professional Remodelor. The joint effort of the Remodelors Council and the Single Family Small Volume Builders Committee of NAHB culminated in their first edition in 1996. As such, many of the individual guidelines have remained as time-honored measures. LIBI's Standards are closely modeled after the NAHB Guidelines but have been adjusted for local conditions and practices.

In certain geographical locations across the country the Residential Construction Performance Guidelines of NAHB have grown in acceptance to become the basis for evaluating performance by parties under residential construction contracts when dispute may lead to litigation or arbitration. Here on Long Island LIBI's Standards have been accepted by many of the towns and villages for evaluating quality and performance and are acknowledged by Nassau and Suffolk counties as important benchmarks.

Review Procedure

The 2007 edition of the LIBI Standards not only follows the 3rd edition of the NAHB's guidelines but was also reviewed by over 200 Long Island builders, remodelers and many specialty trades people and by consumer groups including the Long Island Housing Partnership. Advertisements to the trade were published in "Builders and Remodelers" and "Hammer" magazines and to the public and consumers in "Newsday" soliciting comments on the Standards.

Written comments were received by Mr. Peter Elkowitz, President of the Long Island Housing Partnership and Mr. Joseph Valdini, Valdini Drywall Corp. Those comments were carefully reviewed and evaluated and some Guidelines were modified as a result of these comments. We thank the commentators for their time and effort and their thoughtful contributions.

The review has resulted in a manual that builders, remodelers, sub contractors and homeowners can reference with confidence in their communications.

Scope of the Accepted Building Standards

These standards are intended for use as a reference and should be interpreted with common sense. They should be applied only within the scope of the particular project to which they apply and are not intended to answer all questions pertaining to quality of construction that might arise in the course of a typical construction project. The guidelines published herein deal with the most frequently raised issues between contractors and homeowners. Although many contractors routinely build to higher standards, this is a collection of generally accepted performance criteria and should be interpreted as such.

The Accepted Building Standards construction performance guidelines do not constitute a warranty, nor are they intended as a substitute for a warranty. However, both parties may agree to incorporate them by reference within a warranty. They are separate and distinct from any manufacturer's warranty that may apply to materials and products used in the project.
The use and applications of these standards with regard to residential and remodeling work is strictly optional and at the discretion of the individuals. These standards are not intended to be a Homeowner's Manual. Although they sometimes mention homeowner's responsibilities and maintenance requirements, no attempt has been made to address all facets of homeownership.

Standards Not Always Applicable

The standards, items, components, etc. mentioned in this booklet will not apply to all homes, as all items, components, etc are not in every home. Furthermore, when these standards are referred to as part of a Contractor's Warranty, the warranty may specifically exclude some of the items, components etc. referred to in this booklet.

Scope of Responsibilities

Typically, numerous parties are involved in a residential construction project, whether it is building a new home or remodeling an existing one. Each of these parties has specific responsibilities to fulfill. The Contract Documents should provide a clear statement of the agreement between the contractor and the homeowner. In addition to the specific provisions of any contract, the following general responsibilities should be noted:

The Contractor: For the purposes of this book, the contractor is the entity named in the contract that has primary responsibility for completing the project. The contractor often employs others to assist him or her. In most cases, the contractor is responsible for all work assigned in the contract regardless of who actually performs the work. If the contractor is acting in a special role (for instance, as a construction manager), or the consumer selects others to work on the project who are outside the contractor's control, then the responsibility for evaluation and remedy of proposed problems may fall to other parties.

The Owner: The owner is the buyer of the product or service named in the contract; as such, the owner is responsible for carefully reviewing the contract to ensure it accurately represents his or her expectations for the final product. Once the owner accepts the project and moves into the

home or occupies the newly renovated space, then he or she is responsible for routine maintenance and upkeep. Homes require a certain amount of care that is generally the owner's responsibility. Additionally, owners should note that in some of the standards contained in this publication, the contractor is not obligated to make repairs to items that fall within the owners' maintenance responsibilities.

Manufacturer or Fabricator: Manufacturers and fabricators warrant many residential construction components that may fall outside the scope of the contractor's responsibilities, such as kitchen appliances, furnaces, air conditioners, and the like. Other less obvious items may include certain types of siding, roofing, or flooring. If there is a warranty question with one of these components, the owner should be aware that the contractor might not be responsible for the performance of the product once it is installed. If a problem occurs, the owner will often deal directly with the manufacturer or fabricator to have the problem evaluated and, if necessary rectified unless otherwise specified in a contract. The contractor's responsibilities may end once he or she provides the appropriate information on how to contact the manufacturer or fabricator, unless otherwise specified in the contract.

Remodeling Projects

Remodeling is the process of expanding or enhancing an existing structure. There are inherent difficulties in melding the new and old in a way that meets the owner's needs and is also aesthetically pleasing. Therefore, there are circumstances that call for the suspension of the application of these standards in order for the remodeling project to be successfully completed. These include, but are not limited to: the meeting of old, out-of-plumb or out-of-level structures with new structures; the appearance of new materials near weathered, existing materials; and the practical considerations for new projects to work within the limitations of existing buildings.

Because of the unique challenges of joining new with old, a remodeling contractor may build part of or the entire project outside the scope of these guidelines to achieve the contract objectives. When it is reasonable, the contractor may note and discuss a condition with the owner before construction. It is also normal for a contractor (in the course of construction) to discover and accommodate conditions in the old structure that require solutions different from those the standards suggest. In these circumstances, the governing factor is meeting the needs of the owner as outlined in the contract and complying with the local building code. ***Note: Remodeling-specific items are in italics.***

How to Use This Manual

This manual is divided into chapters generally organized according to the usual sequence of events in the construction process. Nearly every chapter has major categories or sections; some also have smaller subsections. Each chapter contains individual construction standards.

The standards in this book are numbered according to the following sequence: Chapter Number—Section Number—Guideline Number

Please note that the guideline numbering restarts under each new section within a chapter. Smaller subsections within chapters do not affect the numbering system.

Each construction performance guideline has three parts, with an optional fourth part:

Observation: A description of a particular construction condition, defect or potential problem.

Performance Guideline: The specific criterion for acceptable workmanship.

Corrective Measure: A description of the work required by the contractor to meet the performance guideline if any is required and/or the owner's maintenance responsibility.

Discussion: (optional) Occasionally, when more information would be helpful, there appears an additional part called Discussion; an explanation of unique factors pertinent to the observation, performance guideline, or corrective measure.

The guidelines are supplemented by a glossary and an alphabetical subject index. The subject index is a comprehensive listing of applicable guidelines. Most guidelines are referenced by several listings that generally capture both contractor terminology and a typical owner's description of a condition.

General Instructions

In many areas, construction is covered by a process that requires all work to be done in compliance with locally approved, applicable building and related codes or locally approved or adopted guidelines.

If any conflict arises between these guidelines and applicable requirements of locally approved codes or locally approved or accepted guidelines, as a matter of law, the code requirements or performance criteria may take precedence over these guidelines.

These performance guidelines apply only to contracting work as specified in the contract documents for the project. They do not apply to designs, plans, materials, or workmanship that is supplied by the owner or is outside the scope of the particular project. They are also designed to apply only to the part of the job addressed in each guideline.

Explanation of Terminology in This Manual

Substantial completion of the project - A project has met **substantial completion** where the areas are functional for their intended use as stated by the contract (except for items noted prior to final presentation), and clean-up on the site has been completed.

Warranty period is defined as the duration of the applicable warranty provided by the contractor or any other period agreed to by the parties.

How to Incorporate These Guidelines into a Warranty or Dispute Resolution Program

The warranty, like the contract, should clearly express the intent of the parties. The limited warranty describes the problems for which the contractor will be responsible after completion of the project, and specifies the time period during which the warranty is in force. Moreover, if a builder or remodeler warrants workmanship and materials in a warranty, he or she will want to provide some means of determining whether he or she is complying with the terms of the

warranty. Without guidelines referenced, the parties run the risk of having to follow specified dispute resolution procedures where an arbitrary standard may be imposed.

Accordingly, the contract and/or warranty might include a statement such as the one that follows:

All workmanship shall conform to the guidelines found in the publication Long Island Builders Institute “Accepted Building Standards Effective January 1, 2007”. If an item is not covered in that publication, standard industry practice shall govern. This may include the dispute resolution process as specified in the contract documents or by applicable laws.

If there are particular guidelines within this publication that the contractor or owner does not feel are reasonable, they should be specifically excluded from all warranty or contract documents. Likewise, if there are particular guidelines that are not addressed, then by agreement, the contractor and consumer should add these to be part of the warranty and/or contract documents as referenced.

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Long Island Builders Institute

Performance Standards

SITE WORK
–Coverage 1st Year Only, Workmanship and Materials

1-0-1 **Observation:** The ground has settled around the foundation, over utility trenches, or in other areas.

Performance Guideline: Settling of ground around foundation walls, over utility trenches, or in other filled areas shall not interfere with water drainage away from the home.

Corrective Measure: If the contractor provided final grading, upon request by the owner, one time only the contractor will fill areas that settle more than 6 inches and that affect proper drainage. The owner will be responsible for removal and replacement of shrubs, grass, other landscaping, pavement, sidewalks, or other improvements affected by placement of such fill.

1-0-2 **Observation:** The site does not drain properly.

Performance Guideline: The necessary grades and swales shall have been established by the contractor to ensure proper drainage away from the home. Standing or ponding water shall not remain for extended periods in the immediate area of the house after a rain (generally no more than 24 hours), except in swales that drain other areas or in areas where sump pumps discharge. In these areas a longer period can be anticipated (generally no more than 48 hours). The possibility of standing water after an unusually heavy rainfall should be anticipated by the owner. No grading determination shall be made while frost or snow is on the ground or while the ground is saturated or before any lawn or plantings are established.

Corrective Measure: The contractor is responsible only for initially establishing the proper grades and swales. The owner is responsible for maintaining such grades and swales once they have been properly established by the contractor.

Discussion: Grass and other landscaping are integral components of the storm water management practice needed to minimize erosion from the site. It is the owner's responsibility to maintain such grass and other landscaping to help ensure proper functioning of the site drainage system. The owner is responsible for maintaining such grades and swales once the contractor has properly established them. If a homeowner, their landscaper or another subcontractor changes the contractor grades or if they create

impediments to the original drainage scheme, such as walkways, patios, decks, etc., the contractor is no longer responsible for proper drainage in the areas so affected.

1-0-3. Observation: The site has soil erosion.

Performance Guideline: The contractor shall grade the disturbed areas of the property in accordance with municipal requirements. Contractor is not responsible for soil erosion due to acts of God, or other conditions beyond the contractor's control.

Corrective Measure: No action required. The contractor is not responsible for erosion due to acts of God, site alterations by the owner, lack of maintenance by the owner, or other conditions beyond the contractor's control.

1-0-4 Observation: Water from a nearby or adjacent property flows onto the owner's lot.

Performance Guideline: The contractor is responsible for providing a means of draining water (rain, melting snow or ice) that originates from the lot he is working on (1-0-2). The contractor is not responsible for water flowing from a nearby or adjacent property that he does not own or control, onto the disturbed portions of the owner's lot. The contractor is obliged only to make a reasonable effort in accordance with the municipal requirements to control water flowing from another lot that he does not own or control or on which no dwelling has been erected by providing proper slopes around the newly erected dwelling.

Corrective Measure: It is the contractor's responsibility to control water only in the area immediately surrounding a new dwelling and in the areas he has disturbed.

1-0-5 Observation: Existing trees, shrubs, or other vegetation are damaged in the course of construction.

Performance Guideline: The contractor is only required to make a reasonable and cost effective effort to preserve and protect existing trees, shrubs, other vegetation and landscaping, if any, that he is trying to save. No attempted savings are guaranteed.

Corrective Measure: No contractor action is needed.

Foundation and Slabs - Coverage 1st Year Only
Workmanship and Materials

General

2-1-1 Observation: The foundation is out of square.

Performance Guideline: As measured at the top of the foundation wall, the diagonal of a triangle with sides of 12 feet and 16 feet shall be no more than 1 inch more or less than 20 feet. *Remodeling Specific: A contractor and owner may agree to build an addition out of square in order to keep a new exterior wall on line with an existing wall of an out-of-square house.*

Corrective Measure: The contractor will make necessary modifications to the foundation to comply with the performance guidelines for squareness to provide a satisfactory appearance. The contractor may square the first-floor deck or walls by cantilevering over the foundation or locating the deck or walls inset from the outside face of the foundation.

Discussion: Squareness is primarily an aesthetic consideration. The corrective measure emphasizes the primarily aesthetic nature of squareness and makes the criterion for correction "a satisfactory appearance." This allows the contractor to make either a structural change or some cosmetic modification as most appropriate. There are many instances in which the squareness of a foundation is not of consequence because subsequent construction provides an opportunity to make corrections.

2-1-2 Observation: The foundation is not level.

Performance Guideline: This guideline applies only when the levelness of the foundation adversely impacts subsequent construction. As measured at the top of the foundation wall, no point shall be more than 1/2 inch higher or lower than any point within 20 feet. *Remodeling Specific: The contractor and the owner may agree to build an addition out of level in order to keep the floor of an addition on the same plane, and the roof ridge on the same line, as those of an existing, out-of-level structure.*

Corrective Measure: The contractor will make necessary modifications to any part of the foundation or to subsequent construction to meet the performance guideline for levelness. This can be affected by leveling the sills with shims, mortar, appropriate fillers, or other methods.

Discussion: There are many instances in which the levelness of a foundation is not of consequence because subsequent construction provides an opportunity to make corrections.

Interior Concrete Slab

2-2-1 Observation: There is a crack in a concrete footing.

Performance Guideline: Cracks greater than 1/4-inch in width are considered unacceptable.

Corrective Measure: The contractor shall repair any cracks in excess of the performance guideline.

2-2-2 Observation: A concrete slab within the structure has separated or moved at control (expansion and contraction) joints.

Performance Guideline: Concrete slabs within the structure are designed to move at control joints.

Corrective Measure: Because this is normal, no corrective action is required.

2-2-3 Observation: Efflorescence is present on the surface of the basement floor.

Performance Guideline: This is a typical condition caused by moisture reacting with the soluble salts in concrete and forming harmless carbonate compounds.

Corrective Measure: Because efflorescence is a typical chemical reaction within concrete, no corrective measures are required of the contractor.

Discussion: Efflorescence is evidenced by the presence of a white film on the surface of the concrete. It is a particularly common occurrence where masonry or concrete are in contact with high moisture levels as may be found in basements.

2-2-4 Observation: Concrete floor or slab is uneven.

Performance Guideline: Except for basement floors or where a floor or portion of floor has been designed for specific drainage purposes, concrete floors in rooms designed for habitability shall not have pits, depressions, or areas of unevenness exceeding 3/8 inch in 32 inches.

Corrective Measure: The contractor will correct or repair the floor to meet the performance guideline. Proper repair can be affected by thoroughly cleaning, filling, and troweling the surface level using a latex-fortified cement mixture or other materials designed to fill cracks and bond with concrete.

2-2-5 Observation: The concrete floor slab is cracked.

Performance Guideline: Minor cracks in concrete floor slabs are normal. Cracks exceeding 3/16-inch in width or 1/8-inch in vertical displacement shall be repaired if the slab is in conditioned space or basements or the crack interferes with the installation of finish flooring which is part of the contractor's responsibility.

Corrective Measure: The contractor will repair cracks that do not meet the performance guideline.

Discussion: Repairs can be made by using a material designed to fill cracks in concrete.

2-2-6 Observation: Interior concrete work is pitting or spalling. Pitting is evidenced by concrete that has flaked or peeled from the outer surface. Spalling is evidenced by concrete that has chipped.

Performance Guideline: Interior concrete surfaces shall not pit, spall or disintegrate. Aggregate pops are normal; minor scaling is not controllable. Exterior surfaces may not be warranted.

Corrective Measure: The contractor will repair defective concrete surfaces using materials designed for this purpose. The contractor is not responsible for deterioration caused by salt, chemicals, mechanical implements, or other factors beyond the contractor's control on interior or exterior concrete surfaces.

2-2-7 Observation: The interior concrete slab has a loose or sandy surface.

Performance Guideline: The surface shall not be so loose or sandy that is shows obvious deterioration.

Corrective Measure: The contractor will repair defective concrete surfaces using materials designed for this purpose. The contractor is not responsible for deterioration caused by salt, chemicals, mechanical implements, or other factors beyond the contractor's control on interior or exterior surfaces.

Concrete Block Foundation Walls

2-3-1 Observation: A concrete block foundation wall is cracked.

Performance Guideline: Cracks in concrete block foundation walls shall not exceed 1/4-inch in width.

Corrective Measure: The contractor will repair cracks to meet the performance guideline.

Discussion: Shrinkage cracks are common in concrete block masonry and should be expected in crawl space and basements walls. Cracks may be vertical, diagonal, horizontal, or stepped-in masonry joints. Repairs can be made by using a material designed to fill cracks in concrete.

2-3-2 Observation: A concrete block wall is out of plumb or bowed.

Performance Guideline: Concrete block walls shall not be out of plumb greater than 1 inch in 8 feet when measured from the base to the top of the wall or bowed more than 1 inch in 20 feet when measured horizontally. *Remodeling Specific: If tying into an existing foundation that is out of plum, the contractor and owner will review the existing conditions and scope of work. The contractor will make a reasonable and cost-effective effort to meet the performance guideline while complying with the existing building code*.

Corrective Measure: The contractor shall repair any deficiencies in excess of the performance guideline. If the wall is to remain unfinished per contract, and the wall

meets building codes as evidenced by passed inspections, then no corrective action is required.

Poured Concrete Foundation Walls

2-4-1 **Observation:** A poured concrete foundation wall is out of plumb or bowed.

Performance Guideline: Poured concrete walls shall not be out of plumb greater than 1 inch in 8 feet when measured vertically or bow more that 1 inch in 20 feet when measured horizontally. *Remodeling Specific: If tying into an existing foundation that is out of plumb or bowed, the contractor and owner will review the existing conditions and scope of work. The contractor will make a reasonable and cost-effective effort to meet the performance guideline while complying with the existing building code.*

Corrective Measure: The contractor shall repair any deficiencies in excess of the performance guideline. If the wall is to remain unfinished per contract, and the wall meets building codes as evidenced by passed inspections, then no corrective action is required.

2-4-2 **Observation:** An exposed concrete wall has pits, surface voids, or similar imperfections in it.

Performance Guideline: Surface imperfections larger than 1 inch in diameter or 1 inch in depth are considered unacceptable.

Corrective Measure: The contractor will repair holes that do not meet the performance guideline.

Discussion: Proper repair can be affected by thoroughly filling the holes and voids in concrete surfaces. The repaired area will not match the color of the surrounding area.

2-4-3 **Observation:** The basement wall is cracked (horizontal or vertical separation).

Performance Guideline: Cracks in basement walls shall not allow exterior water to leak into the basement. Shrinkage cracks (cracking caused by external or internal restraints as reduction in moisture content develops) are not unusual in concrete foundation walls. Such cracks greater than 1/8 inch in width shall be repaired.

Corrective Measure: The contractor will repair cracks that do not meet the performance guideline when leaks are present or if cracks exceed 1/8 inch in width.

Discussion: Shrinkage cracks are not unusual and are inherent in the drying process. They should be expected in basement walls due to the nature of concrete. Cracks may be vertical, diagonal or horizontal. The only cracks considered under warranty claims are cracks, which permit water penetration or those that exceed 1/8-inch in width.

2-4-4 Observation: A cold joint is visible on exposed poured concrete foundation walls.

Performance Guideline: A cold joint is a visible joint that indicates where the pour terminated and continued. Cold joints are normal and should be expected to be visible. Cold joints should not be an actual separation or a crack that exceeds 1/4-inch in width.

Corrective Measure: The contractor will cosmetically repair any cold joint that exceeds 1/4-inch in width by parging with a material intended for that purpose.

Basement Floor and Walls

Moisture and Leaks

2-5-1. Observation: Dampness is evident on basement wall or floor.

Performance Guideline: Dampness caused by wicking through the basement walls or floor and condensation of water vapor on cool walls and floors are not the responsibility of the contractor.

Corrective Measure: None. Dampness prevention is the responsibility of the owner.

Discussion: The owner's failure to maintain a proper grade (ground level and pitch of said ground) away from the house can contribute to dampness. Condensation of humidity, which is an owner's responsibility, also contributes to dampness.

2-5-2 Observation: The basement leaks.

Performance Guideline: Leaks resulting in actual trickling of water shall be repaired. Leaks caused by landscaping improperly installed by the owner, or by the failure of the owner to maintain proper grades, are not the contractor's responsibility. Walls and floors of new construction may become damp as concrete, mortar, and other materials dry, and dampness alone is not considered a deficiency.

Corrective Measure: The contractor will take such action as necessary to correct basement leaks, except where the cause is determined to result from the owner's actions or negligence. The owner will be responsible for removal and replacement of shrubs, fences and equipment, and other landscaping if they have to be moved so that the contractor may effect the repairs.

Crawl Space

2-5-3. Observation: Flowing or trickling water appears on interior crawl space surfaces.

Performance Guideline: Crawl spaces should be graded and drained properly to prevent water from accumulating deeper than ¾ inch and larger than 9 square feet in

the crawl space area. The contractor is not responsible if the exterior grading was provided by the owner or the owner failed to maintain grades established by the contractor.

Corrective Measure: The contractor will take the necessary corrective measures to create positive flow within the crawl space to discharge to the exterior of the structure.

2-5-4. Observation: Condensation is evident on the floor or crawl space surfaces.

Performance Guideline: Condensation in the crawl space shall not result from lack of adequate ventilation as required by code. Condensation resulting from other causes is not the responsibility of the contractor.

Corrective Measure: The contractor will ensure that ventilation meets the appropriate code requirements. Further reduction of condensation is an owner maintenance responsibility.

Discussion: Temporary conditions may cause condensation that cannot be eliminated by ventilation and or a vapor barrier because: Night air gradually cools the interior surfaces of the crawl space. In the morning, moisture picked up by sun-warmed air is carried into the crawl space and condenses on cool surfaces. At night, outside air may rapidly cool foundation walls and provide a cool surface on which moisture may condense. If the house is left unheated in the winter, the floors and walls may provide cold surfaces on which moisture in the warmer crawl space air may condense. Excessive moisture inside a heated house may hit the dew point within or on the colder bottom surface of vapor-permeable floor insulation. The condensation can be reduced by placing a vapor barrier between the insulation and the floor sheathing. If condensation must be entirely eliminated, the owner can do so by sealing and dehumidifying or heating the crawl space, or by heating and dehumidifying the houses.

Columns

2-6-1 Observation: An exposed wood column is bowed or is out of plumb.

Performance Guideline: When installed, exposed wood columns shall not be bow or be out of plumb more than 1/2-inch in 8 feet.

Corrective Measure: Exposed wood columns out of plumb in excess of 1/2-inch in 8 feet when measured vertically shall be replaced or repaired.

Discussion: Wood columns may become distorted as part of the drying process. Bows and other imperfections that develop after installation cannot be prevented or controlled by the contractor.

2-6-2 **Observation:** An exposed concrete column is installed bowed or out of plumb.
Performance Guideline: Exposed concrete columns shall not be installed with a bow in excess of 1 inch in 8 feet. They should not be installed out of plumb in excess of 1 inch in 8 feet.

Corrective Measure: The contractor shall repair any deficiencies in excess of the performance guideline.

2-6-3 **Observation:** A masonry column is out of plumb.

Performance Guideline: Masonry columns should not be constructed out of plumb in excess of 1 inch in 8 feet.

Corrective Measure: The contractor shall repair any deficiencies in excess of the performance guideline.

2-6-4 **Observation:** A steel column is out of plumb.

Performance Guideline: Steel columns shall not be out of plumb in excess of 3/8-inch in 8 feet when measured vertically.

Corrective Measure: The contractor shall repair any deficiencies in excess of the performance guideline.

Wood Floor Framing Floor Systems
-Coverage 1st Year Only, Workmanship and Materials

Floor Systems

3-1-1 **Observation:** Springiness, bounce, shaking, or visible sag is present in the floor system.
Performance Guideline: All beams, joists, headers, and other structural members shall be sized and fasteners spaced, according to the National Forest Products Association span tables or local building codes.

Corrective Measure: The contractor will reinforce or modify, as necessary, any floor, wall, ceiling, or roof not meeting the performance guideline.

Discussion: Deflection may indicate insufficient stiffness in the lumber, or may reflect an aesthetic consideration independent of the strength and safety requirements of the lumber. Joists and rafters are required to meet standards for both stiffness and strength. The span tables allow, under full design loadings, a maximum deflection equal to 1/360 of the span for floor and ceiling joists (3/8 inch in 12 feet), 1/240 for rafters up to 3/12 in pitch (1/2 inch in 12 feet), and 1/180 for rafters over 3/12 in pitch (3/4 inch in 12

feet). Structural members are required to meet standards for both stiffness and strength. When an owner's preference is made known before construction, the contractor and the owner may agree upon a higher standard.

Beams, Columns, and Posts

3-2-1 **Observation:** An exposed wood column or post is split.

Performance Guideline: Sawn wood columns or posts shall meet the grading standard for the species used. Splits that exceed 3/8-inch in width and more than 4 inches in length at time of installation or that develop during the warranty period are considered unacceptable.

Corrective Measure: The contractor will repair or replace any beam or post that does not meet the guideline. Filling splits is acceptable to have structural members meet the guideline.

Discussion: Some characteristics of drying wood are beyond the control of the contractor and cannot be prevented. Compensation is made in span tables for the probable reduction in strength resulting from splitting caused by drying. Therefore, splitting is primarily an aesthetic concern rather than a structural problem. Checks and splits, which occur during the drying of lumber have the effect of reducing the area in the plane of shear resistance. Consequently, laboratory data developed for shear parallel to grain are reduced substantially for design purposes in order to accommo-date the probability of the occurrence of checks and splits after drying.

3-2-2 **Observation:** An exposed wood beam is split.

Performance Guideline: Sawn wood beams shall meet the grading standard for the species used. Splits that exceed 3/8-inch in width and 4 inches in length at time of installation or that develop during the warranty period are considered unacceptable.

Corrective Measure: The contractor will repair or replace any sawn wood beam that does not meet the guideline. Filling splits is acceptable to have structural members meet the guideline.

Discussion: Some characteristics of drying wood are beyond the control of the contractor and cannot be prevented. Compensation is made in span tables for the probable reduction in strength resulting from splitting caused by drying. Therefore, splitting is primarily an aesthetic concern rather than a structural problem. Checks and splits, which occur during the drying of lumber, have the effect of reducing the area in the plane of shear resistance. Consequently, laboratory data developed for shear parallel to grain are reduced substantially for design purposes in order to accom-modate the probability of the occurrence of checks and splits after drying.

3-2-3 Observation: An exposed wood beam or post is twisted or bowed.

Performance Guideline: Exposed wood posts and beams shall meet the grading standard for the species used. Posts and beams with bows and twists exceeding 3/4-inch in an 8-foot section shall not be installed, and those that develop bows and twists exceeding 3/4-inch in an 8-foot section are considered unacceptable.

Corrective Measure: The contractor will repair, sister, or replace any beam or post with a defect that exceeds the guideline.

Discussion: Beams and posts, especially those 3 1/2 inches or greater in thickness (which normally are not kiln dried) will sometimes twist or bow as they dry after milling or installation. Twisting or bowing is usually not a structural concern if posts and beams have been sized according to manufacturers' specifications or local building codes.

3-2-4 Observation: An exposed wood beam or post is cupped.

Performance Guideline: Cups exceeding 1/4-inch in 5-1/2 inches are considered unacceptable.

Corrective Measure: The contractor will repair, sister, or replace any beam or post with a defect that does not meet the guideline.

Discussion: Cupped lumber is lumber that has warped or cupped across the grain in a concave or convex shape. Beams and posts, especially those 3-1/2 inches or greater in thickness (which normally are not kiln dried), will sometimes cup as they dry after milling or installation.

Subfloor and Joists

3-3-1. Observation: Floor squeaks or the sub floor appears loose.

Performance Guideline: Squeaks caused by a loose sub floor are unacceptable, but totally squeak-proof floors cannot be guaranteed.

Corrective Measure: The contractor will refasten any loose sub floor or take other corrective action to eliminate squeaking to the extent possible within reasonable repair capability without removing floor and ceiling finishes.

Discussion: Floor squeaks may occur when a sub floor that has come loose from the joists is deflected by the weight of a person and rubs against the nails that hold it in place. The sub floor or joists may be bowed, and the nails also may be expelled from the wood during drying. Movement may occur between the joist and bridging or other floor members when one joist is deflected while the other members remain stationary. Gluing the sub floor is an acceptable method of code compliance in certain

jurisdictions. Renailing floor joists with ring-shank nails will also substantially reduce severe floor squeaks. Because the performance guideline requires the contractor to make a reasonable attempt to eliminate squeaks without requiring removal of floor and ceiling finishes, nailing loose sub flooring with casing nails into the carpet surface and countersinking the head is an acceptable practice.

3-3-2. Observation: Sub floor is uneven.

Performance Guideline: Floors shall not have more than a ¼-inch ridge or depression within any 32-inch measurement. Allowable floor and ceiling joist deflections are governed by the local approved building codes. Measurements should not be made at imperfec-tions that are characteristic of the code-approved material used. This guideline does not cover transition points between different materials.

Corrective Measure: The contractor will correct or repair to meet the performance guideline.

3-3-3. Observation: Sub floor is out of square.

Performance Guideline: The diagonal of a triangle with sides of 12 feet and 16 feet along the edges of the floor shall be no more than ½ inch plus or minus 20 feet. *Remodeling Specific: The owner and the contractor may agree to build a wood floor out of square in order to match or otherwise compensate for pre-existing conditions.*
Corrective Measure: The contractor will make the necessary modifications to any floor not complying with the performance guideline for squareness. The modifica-tion will produce a satisfactory appearance and may be either structural or cosmetic.

Discussion: Squareness is primarily an aesthetic consideration. Regularly repeated geometric patterns in floor and ceiling coverings show a gradually increasing or decreasing pattern along an out of square wall. The guideline tolerance of plus or minus ½ inch in the diagonal allows a maximum increasing or decreasing portion of about 3/8-inch in a 12-foot wall of a 12 x 16-foot room. However, a contractor and client may agree to build an addition out of square in order to keep a new exterior wall on line with an existing wall of an out of square house. The corrective measure emphasizes the primarily aesthetic nature of squareness and makes the criteria for correction “a satisfactory appearance.” This criterion allows the contractor to make either a structural change, if the defect is discovered in time, or some cosmetic change to hide the defect, if the construction is in the finishing stages when the defect is discovered.

3-3-4 Observation: A floor is out of level.

Performance Guideline: The floor should not slope more than l/2-inch in 20 feet. Crowns and other lumber characteristics that meet the standards of the applicable grading organization for the grade and species used are not defects. Allowable floor joist deflections are governed by the applicable building codes. Deflections due to overloading by the owner are not the contractor's responsibility. *Remodeling Specific:*

The contractor and the owner may agree to build an addition out of level in order to keep the floor of an addition on the same plane, and the roof ridge on the same line, as those of an existing, out-of-level structure, or to compensate for some other pre-existing condition.

Corrective Measure: The contractor will make a reasonable and cost-effective effort to modify the floor that does not comply with the performance guideline. Allowances should be allowed for shrinkage, cantilevers, and concentrated loads.

Discussion: Sloped floors have both an aesthetic and functional consideration. Measurements for slope should be made across the room, not in a small area.

3-3-5 **Observation:** Deflection is observed in a floor system constructed of wood I-joists, floor trusses, or similar products.

Performance Guideline: All wood I-joists and other manufactured structural components in the floor system and its components shall be sized and installed as provided in the manufacturers' instructions and code requirements.

Corrective Measure: The contractor will reinforce or modify as necessary any floor component not meeting the performance guideline.

Discussion: Deflection may indicate an aesthetic consideration independent of the strength and safety requirements of the product. When an owner's preference is made known before construction, a higher standard may be agreed upon in writing by the contractor and the owner.

3-3-6 **Observation***: Remodeling Specific: Wood flooring is not level at the transition of an existing floor to a room addition floor.*

Performance Guideline: Flooring at a transition area shall not slope more than l/8-inch over 6 inches unless a threshold is added. Overall step-down, unless previously agreed upon with the owner, shall not exceed 1-1/8 inches. Variations caused by seasonal or temperature changes are not a defect.

Corrective Measure: The flooring transition shall be corrected to meet the performance guideline. The contractor may add threshold or transition material, or pull up the flooring and reduce the high spot, or if possible, shim under new framing to bring floor within guideline.

Discussion: All wood members shrink and expand seasonally, with variations in temperature and humidity, and with aging. After installation, 2x dimensional lumber can shrink up to 1/2-inch. If the flooring, sub floor, or underlayment was not purposely overlapped onto the existing floor, the resulting irregularity is not a defect, but a natural result and characteristic of the wood's aging process. The drier the house becomes, the more shrinkage may be experienced. Either the old or the new floors may slope along

the floor joist span. Joists in older homes may have deflected under load. This and other conditions may cause a hump at the juncture of the old to new.

3-3-7 **Observation:** *Remodeling Specific: The floor pitches to one side in the door opening between the existing construction and the addition.*
Performance Guideline: If the pitch is the result of the floor of the existing dwelling not being level, then in most situations a transition threshold may be the most appropriate and acceptable means of addressing the condition.

Corrective Measure: The contractor will make a reasonable and cost-effective effort to meet the performance guidelines.

Walls
-Coverage 1st Year Only, Workmanship and Materials

Rough Carpentry

4-1-1. **Observation:** Wood framed wall is out of plumb.

Performance Guideline: Wood framed walls shall not be more than 1/4-inch out of plumb for any 32 inches in any vertical measurement. *Remodeling Specific: The owner and contractor may agree to intentionally build walls out of plumb to match the existing structure to accommodate or compensate for inaccuracies in the existing structure, and to disregard the performance guideline to match a pre-existing structural condition of the existing structure.*

Corrective Measure: The contractor will repair to meet the performance guideline.

4-1-2 **Observation:** The wall is bowed.

Performance Guideline: Walls shall not bow more than l/2-inch out of line within any 32-inch horizontal measurement, or l/2-inch out of line within any 8-foot vertical measurement. *Remodeling Specific: If new wall cladding is installed on existing framed walls, the owner and contractor may agree to straighten the wall as part of scope of work, to install new cladding over existing framing, and to disregard the performance guideline to match a pre-existing structural condition of the existing structure.*

Corrective Measure: The contractor will repair the wall to meet the performance guideline.

Discussion: All interior and exterior walls have slight variances in their finished surface. On occasion, the underlying framing may warp, twist, or bow after installation.

4-1-3. **Observation:** Exterior wall leaks because of inadequate caulking or failure of the caulking material.

Performance Guideline: Joints and cracks in exterior wall surfaces and around penetrations shall be properly caulked to prevent the entry of water.

Corrective Measure: The contractor will repair or caulk joints and cracks in exterior wall surfaces, as required to correct deficiencies, one time only during the warranty period. Even when properly installed, caulking will shrink and must be maintained by the owner.

Insulation

4-2-1 Observation: Wall insulation is insufficient.

Performance Guideline: The contractor shall install insulation according to R-values designated in the contract documents or local code, as applicable. Insula-tion shall be installed according to locally accepted practices.

Windows, Mirrors

4-3-1 Observation: A window is difficult to open or close.

Performance Guideline: Windows should require no greater operating force than that described in the manufacturer's instructions. *Remodeling Specific: The contractor is not responsible for inoperable windows not covered by the remodeling contract.*

Corrective Measure: The contractor will correct or repair the window as required to meet the performance guideline.

4-3-2 Observation: Window grids (muntins) fall or become out of level.

Performance Guideline: Window grids shall not disconnect, fall, or become out of level.

Corrective Measure: Window grids will be repaired or replaced at the contractor's discretion one time only.

4-3-3 Observation: Mirror or glass surfaces are scratched.

Performance Guideline: Glass or mirror surfaces shall not have scratches visible from 10 feet under normal lighting conditions at the time of substantial completion of the project. *Remodeling Specific: This guideline does not apply to existing windows unless they are part of the remodeling contract or are damaged by the contractor. The owner and contractor should examine existing windows prior to contract execution.*

Corrective Measure: The contractor shall replace any scratched glass or mirror surface if noted prior to substantial completion of the project.

4-3-4. Observation: During rains, water appears on interior corner of glazed window unit.

Performance Guideline: Water leakage from improper installation is unacceptable.

Corrective Measure: The contractor shall repair any deficiencies attributable to improper installation.

Discussion: Leakage at the glazing interface is covered under the manufacturer's warranty.

4-3-5 Observation: Window glass is broken and/or a screen is missing or damaged.

Performance Guideline: Glass should not be broken and screens should not be damaged at the time of substantial competition of the project. Screens required by the contract shall be installed.
Corrective Measure: Broken glass and/or missing or damaged screens reported to the contractor before closing will be installed or replaced. Broken glass and/or screens not reported prior to substantial completion of the project are the owner's responsibility.

4-3-6 Observation: A mirror backing is deteriorating**.**

Performance Guideline: While looking at the mirror, from 10 feet away there should be no noticeable imperfections in the mirror as a result of damage to the mirror backing at the time of substantial completion of the project.

Corrective Measure: The contractor will replace or repair the mirror.

Exterior Doors

4-4-1 Observation: An exterior door is warped.

Performance Guideline: Exterior doors shall not warp to the extent that they become inoperable or cease to be weather-resistant. A 1/4-inch tolerance as measured diagonally from corner to corner is acceptable.

Corrective Measure: The contractor will correct or replace exterior doors that do not meet the performance guideline.

Discussion: Exterior doors will warp to some degree because of the difference in the temperature between inside and outside surfaces. Warping may also be caused by improper or incomplete finishing of the door. The contractor is not responsible for warpage if painting of doors is not within contractor's scope of work.

4-4-2 Observation: Raw wood shows at the edges of inset panel on exterior door.

Performance Guideline: Wooden panels will shrink and expand because of temperature and/or humidity changes, and may expose unpainted surfaces. This does not constitute a defect.

Corrective Measure: None.

4-4-3 Observation: A wooden door panel is split.

Performance Guideline: A split in a panel shall not allow light to be visible through the door.

Corrective Measure: One time only, the contractor will repair, paint, or stain the split panel that does not meet the performance guideline. Caulking and fillers are acceptable. The repainted area may not match the remainder of the door or other doors on the house.

Discussion: Wooden inserts are loosely fitted into the door to allow the inserts to move; this minimizes splitting of the panel or other damage to the door. On occasion, a panel may become "locked" by paint or expansion of the edges with changes in temperature and humidity and no longer "float" between the rails. This may result in the panel splitting.

4-4-4 Observation: An exterior door sticks.

Performance Guideline: Exterior doors shall operate smoothly, except that doors may stick during occasional periods of high humidity or with variations in temperature.

Corrective Measure: The contractor will adjust or replace the door to meet the performance guideline.

Discussion: Exterior doors may warp or bind to some degree because of the difference in the temperature and/or humidity between inside and outside surfaces. The contractor is not responsible for warpage if painting of doors is not within the contractor's scope of work or if the door is repainted by the owner in a color other than those recommended by the door manufacture.

4-4-5 Observation: An exterior door will not shut completely.

Performance Guideline: Exterior doors shall shut completely.

Corrective Measure: The contractor will adjust or replace the door to meet the performance guideline.

Discussion: Exterior doors may warp or bind to some degree because of the difference in the temperature and/or humidity between inside and outside surfaces. The contractor is not responsible for warpage if painting of doors is not within the contractor's scope of work or if the door is repainted by the owner in a color other than those recommended by the door manufacture.

4-4-6 **Observation:** The plastic molding on the primary door behind the storm door melts from exposure to sunlight.

Performance Guideline: The plastic moldings behind storm doors should not melt if the storm panel is removed and reinstalled by the owner as a part of normal seasonal maintenance operations (i.e., removed in the spring and reinstalled in the fall).

Corrective Measure: No corrective action is required.

Discussion: Plastic moldings may melt or deform if the exterior door is covered by a storm door panel during a warm season, or if it faces the sun. This is not a defect of the door, but a problem caused by the trapping of heat between the storm panel and the door. The owner is also cautioned to follow the manufacturer's recommendations on painting the moldings with a dark color, with or without the use of a storm panel. Dark colors should be avoided.

4-4-7 **Observation:** Caulking or glazing on the primary door behind the storm door cracks or peels.

Performance Guideline: Glazing or caulking behind storm doors should not crack or peel if the storm panel is removed and installed by owner as part of seasonal maintenance operations (i.e., removed in the spring and reinstalled in the fall).

Corrective Measure: No corrective measure is required.

Discussion: High temperatures may cause glazing and caulking to harden and/or fail prematurely if the door is covered by a storm panel during a warm season or if it faces the sun. This is not a defect of the door caulking, or glazing, but a problem caused by the trapping of heat between the door and the storm panel. The owner is reminded that dark colors tend to accumulate heat and are more likely to cause problems.

4-4-8 **Observation:** A door swings open or closed by the force of gravity.

Performance Guideline: Exterior doors shall not swing open or closed by the force of gravity alone. *Remodeling Specific: For remodeling projects, this guideline does not apply where a new door is installed in an existing wall that is out of plumb.*

Corrective Measure: The contractor will adjust the door to prevent it from swinging open or closed by the force of gravity.

4-4-9 **Observation:** Gaps are visible around an exterior door edge, doorjamb, and/or threshold.

Performance Guideline: Gaps between adjacent components shall not vary by more than 3/16-inch. *Remodeling Specific: This applies unless the existing building is out of square or plumb.*

Corrective Measure: The contractor will repair existing the unit to meet performance guideline.

Discussion: Doors must have gaps at their perimeter to accommodate expansion/contraction due to variations in temperature and/or humidity and to enable the door to operate over a wide range of environmental conditions.

4-4-10 **Observation:** Exterior door hardware or kick plate has tarnished.

Performance Guideline: Finishes on door hardware or kick plates installed by the contractor are covered by the manufacturer's warranty.

Corrective Measure: The owner should contact the manufacturer.

4-4-11. Observation: Sliding patio door or screen will not stay on track.

Performance Guideline: Sliding patio doors and screens shall slide properly on their tracks at the time the job is accepted. The use, cleaning and maintenance necessary to preserve proper operation are an owner responsibility.

Corrective Measure: The contractor shall repair once during the warranty period.

Discussion: Proper operation should be verified by the owner and the contractor at the time the job is accepted.

4-4-12. Observation: Sliding patio door does not roll smoothly.

Performance Guideline: Sliding patio doors shall roll smoothly at the time the job is accepted. The use, cleaning and maintenance necessary to preserve proper operation are an owner responsibility.

Corrective Measure: The contractor shall repair once during the warranty period.

Discussion: Proper operation should be verified by the owner and the contractor at the time the job is accepted.

4-4-13 **Observation:** A doorknob, deadbolt, or lockset does not operate smoothly.

Performance Guideline: A doorknob, deadbolt, or lockset should not stick or bind during operation.

Corrective Measure: One time only during the warranty period, the contractor will adjust, repair, or replace knobs that are not damaged by abuse.

Exterior Finish

Wood and Manufactured Siding

4-5-1 **Observation:** Siding is bowed.

Performance Guideline: Bows exceeding 1/2-inch in 32 inches are considered unacceptable. *Remodeling Specific: If new wall covering is installed on existing framed walls, the owner and contractor may agree to straighten out the walls as part of the scope of work. Alternatively, the parties may agree to install new wall covering over existing framing and disregard the performance guideline to match a pre-existing structural condition of the existing structure*.

Corrective Measure: The contractor will replace any wood or manufactured lap siding with bows that does not meet the performance guideline, and will finish the replacement siding to match the existing siding as closely as practical.

Discussion: If the siding is fastened by nails driven into studs, expansion caused by changing relative tempera-tures and/or humidity may cause bulges or waves. Even with proper installation, siding will tend to bow inward and outward in adjacent stud spaces.

4-5-2 **Observation:** An edge or gap is visible between adjacent pieces of siding or siding panels and other materials.

Performance Guideline: Gaps wider than 3/16-inch or in excess of the manufacture's standard are considered unacceptable. This guideline does not apply to adjacent pieces or panels that have shiplap or similar joints.

Corrective Measure: The contractor will repair gaps that do not meet the performance guideline.

Discussion: Proper repair can be affected by providing joint covers or by caulking the gap. This is important if the gaps were intentionally made for expansion joints. If the siding is painted, the contractor will paint the new caulking to match the existing caulking as closely as practical, but an exact match cannot be ensured.

4-5-3 **Observation:** Lap siding is not parallel with the course above or below.

Performance Guideline: A piece of lap siding may not be more than l/2 inch off parallel with contiguous courses in any 20-foot measurement, unless the owner and the contractor have previously agreed to disregard the performance guideline to match a pre-existing condition. *Remodeling Specific: The owner and contractor may agree to*

install siding to match existing conditions on existing structure and to disregard the performance guideline for this item.

Corrective Measure: The contractor will reinstall siding to meet the performance guideline for straightness, and will replace with new siding any siding damaged during removal.

Discussion: *For remodeling projects, if the contractor and the owner have agreed that the floor of an addition is to be on a different plane from an existing floor (e.g., out of level), the siding on the addition may not be parallel and in line with the existing siding.*

4-5-4 **Observation:** Face nails are driven below the surface of the hardboard siding.

Performance Guideline: Siding nails should not be driven below the surface of hardboard siding such that visible fiber of the siding is exposed.

Corrective Measure: The contractor shall repair as necessary to meet performance guideline. The following repairs are appropriate in most instances: If visible fiber of hardboard siding is exposed, paint surface to coat fiber. If nail is 1/16 to 1/8-inch below the surface, fill or caulk and touch-up paint. If nail is more than 1/8-inch below the surface, fill or caulk and add an additional nail flush to the surface.

Tongue and Groove Wood Siding

4-5-5 **Observation:** Siding boards have buckled.

Performance Guideline: Boards that project more than 3/16-inch from the face of adjacent boards are considered unacceptable.

Corrective Measure: The contractor will repair or replace any boards that don't meet the performance guideline.

Discussion: Buckling is caused by wood expanding as a result of increased temperature and/or relative humidity. It can be minimized by leaving space between the tongues and grooves to allow room for expansion and by storing the product outside for a few days to allow it to adjust to the ambient conditions prior to installation.

Wood Shake Siding

4-5-6 **Observation:** Cedar shakes or shingles have "bled" through paint or stain applied by contractor.

Performance Guideline: Resins and extractives bleeding through paint or stain, or blackening of shakes or shingles are unacceptable. This performance guideline does

not apply if "natural weathering" or semi-transparent stain, or other similar products, are specified for the job.

Corrective Measure: One time during the warranty period the contractor will clean and treat shakes to provide a reasonable appearance and prevent further bleeding.

Plywood or Other Veneer Siding

4-5-7 Observation: Siding has delaminated (layers have separated from one another).

Performance Guideline: Siding shall not delaminate.

Corrective Measure: The contractor will replace delaminated siding that is not covered under manufacturer's warranty, unless the delaminating was caused by the owner's actions or negligence. The repaired area may not precisely match the original siding.

4-5-8 Observation: Joints between sidings have separated.

Performance Guideline: Joint separations exceeding 3/16-inch are considered unacceptable.

Corrective Measure: The contractor will caulk or repair siding as necessary to fill the joint. The repaired area may not match the original siding precisely.

Discussion: Plywood siding, like all wood products, will expand and contract with changes in temperature and/or humidity.

4-5-9 Observation: Siding is bowed.

Performance Guideline: Bows exceeding 1/2-inch in 32 inches are unacceptable.

Corrective Measure: The contractor will install additional nails in siding to meet acceptable nailing schedules and will replace any siding that does not meet the guideline because of bows.

Discussion: Some waviness in siding is to be expected because of bows in studs. However, proper nailing of siding will straighten most bows.

Aluminum or Vinyl Lap Siding

4-5-10 Observation: Aluminum or vinyl siding is bowed or wavy.

Performance Guideline: Some waviness in aluminum or vinyl lap siding is to be expected because of bows in studs. Waves or similar distortions in aluminum or vinyl lap siding are considered unacceptable if they exceed 1/2- inch in 32 inches.

Corrective Measure: The contractor will correct any waves or distortions to comply with the performance guideline by reinstalling or replacing siding as necessary.

Discussion: This problem is often caused by the siding being nailed too tightly to the house instead of loosely "hung" in the center of the nail slots, or by not allowing adequate room for the siding to expand at the ends.

4-5-11 Observation: Siding color is faded.

Performance Guideline: Any color siding, when exposed to the ultra-violet rays of the sun, will fade and this condition cannot be prevented by the contractor.
Corrective Measure: The owner should contact the siding manufacturer.

Discussion: Color warranties are provided by the siding manufacturer. The owner should contact the manufacturer with questions or claims regarding changes in color of vinyl or aluminum siding. Color and fade imperfections beyond an expected degree may be covered by the manufacturer's warranty, except where siding is shaded differently from the rest of the wall, such as under shutters or behind vegetation.

4-5-12 Observation: Aluminum or vinyl lap siding trim is loose from house.

Performance Guideline: Trim shall not separate more than ¼-inch from the house.

Corrective Measure: The contractor will reinstall trim or repair separations as necessary to comply with the performance guideline.

4-5-13 Observation: Aluminum or vinyl lap siding courses are not parallel with eaves (the horizontal edge at the low side of a sloping roof) or wall openings.

Performance Guideline: Any piece of aluminum or vinyl lap siding more than ½-inch off parallel in 20 feet with contiguous courses, or contiguous break such as a soffit line, is unacceptable. *Remodeling Specific: The owner and contractor may agree to disregard the performance guideline to match a pre-existing structural condition.*
Corrective Measure: The contractor will reinstall siding to comply with the performance guideline and replace any siding damaged during removal with new siding.

Discussion: *Remodeling Specific: If the contractor and the owner agree that the floor of an addition is to be on a different plane from the existing floor (for example, a pre-existing out of level condition), the siding on the addition may not be parallel and in line with existing siding.*

4-5-14 Observation: Aluminum or vinyl lap siding nail shows under window, door, or eave.

Performance Guideline: All facing nails shall be of a color to match the trim they affix. No nail heads in the field of the siding shall be exposed.

Corrective Measure: The contractor will install trim as necessary to cover the nails.

Discussion: Vinyl siding generally should not be face nailed. However, there are appropriate and typical occasions when a single face nail may be needed to reinforce a joint or hold the siding to the wall when it is cut to fit around window frames, doors, roofs, or other obstructions on the wall. In most cases (the only exception would be the top piece on a gable end), vinyl siding should never need to be face nailed when proper accessory products are used. For example, under a window application the trim (J- channel) can be utilized in conjunction with utility trim and snap-punching the top of the modified vinyl siding. If face nailing is the only option, a 1/8-inch diameter hole should be pre-drilled to allow for expansion and contraction.

4-5-15 Observation: Aluminum or vinyl lap siding trim accessory is loose from caulking at windows or other wall openings.

Performance Guideline: Siding trim accessories shall not separate from caulking at windows or other wall openings during the warranty period.

Corrective Measure: The contractor will repair or recaulk as necessary once during the warranty period to eliminate the separation.

4-5-16 Observation: Aluminum or vinyl lap siding is cut crooked.

Performance Guideline: Visible cuts in siding shall be straight, plumb, and neat. Crooked cuts greater than 1/8-inch from true are not acceptable. *Remodeling Specific: The owner and contractor may agree to install siding to match conditions on the existing structure and to disregard the performance guideline for this item.*

Corrective Measure: The contractor will repair or replace siding, which has visible crooked cuts.

Discussion: Cut edges of vinyl siding should never be visible when proper trim and accessories are used.

4-5-17 Observation: Aluminum or vinyl lap siding is not correctly spaced from moldings.

Performance Guideline: Prescribed spacing between siding and accessory trim is typically 1/4-inch, or should comply with the manufacturer's installation instructions. *Remodeling Specific: The owner and contractor may agree to install siding to match*

conditions on existing structure and to disregard the performance guideline for this item.

Corrective Measure: The contractor will correct to meet the guideline.

Masonry Cement and Veneer Board Siding

4-5-18 Observation: Cement board siding is cracked or chipped.

Performance Guideline: A cement product, this siding is susceptible to the same characteristic limitations as other cement products. Cracks more than 2 inches in length and 1/8-inch in width are considered unacceptable. Chips or dents not reported at time of substantial completion of the project are not covered.

Corrective Measure: Cracked or chipped cement board will be repaired or replaced as necessary, as determined by the contractor.

4-5-19 Observation: Cement board siding is improperly fastened.

Performance Guideline: Siding shall be nailed flush and perpendicular per the manufacturer's instructions. Staples shall not be used.

Corrective Measure: Overdriven nail heads or nails driven at an angle shall be filled with cementitious patching compound to match the existing area as closely as possible.

Discussion: The manufacturer's instructions include guidelines to reduce chipping or cracking of siding.

4-5-20 Observation: Masonry or veneer wall is cracked.

Performance Guideline: Cracks visible from distances in excess of 20 feet or larger than 1/4-inch in width are not acceptable.

Corrective Measure: The contractor will repair cracks in excess of the performance guideline by tuck pointing (removing deteriorated mortar from the surface of the existing wall, and inserting fresh mortar), patching, or painting. The contractor will not be responsible for color variations between original and new mortar.

Discussion: Small hairline cracks resulting from shrinkage are common in mortar (a substance used to join masonry units, consisting of cementitious materials, fine aggregate and water) joints in masonry construction.

4-5-21. Observation: Exterior cut bricks (less than full) are of different thickness below openings.

Performance Guideline: Cut bricks used in the course directly below an opening shall not vary from one another in thickness by more than ¼-inch. The smallest dimension of a cut brick should be greater than 1 inch.

Corrective Measure: The contractor will repair the wall to meet the performance guideline.
Discussion: Bricks are cut to achieve required dimensions at openings and ends of walls when it is not possible to match unit/mortar coursing.

4-5-22 **Observation:** A masonry or brick veneer course is not straight.

Performance Guideline: No point along the bottom of any course shall be more than 1/4-inch higher or lower than any other point within 10 feet along the bottom of the same course, or 1/2-inch in any length. *Remodeling Specific: The owner and contractor may agree to install brick veneer to match conditions on the existing structure and to disregard the performance guideline for this item.*

Corrective Measure: The contractor will rebuild the wall as necessary to meet the performance guideline.

Discussion: Dimensional variations of the courses depend upon the variations in the brick selected.

4-5-23 **Observation:** Brick veneer is spalling.

Performance Guideline: Spalling of newly manufactured brick should not occur and is considered unacceptable. Spalling of used brick is acceptable.

Corrective Measure: The contractor will repair or replace newly manufactured bricks that have spalled. An exact match of brick and mortar cannot be assured.

4-5-24 **Observation:** Mortar stains are observed on exterior brick or stone.
Performance Guideline: Exterior brick and stone shall be free from mortar stains detracting from the appearance of the finished wall when viewed from a distance of 20 feet.

Corrective Measure: The contractor will clean the mortar stains to meet the performance guideline.

4-5-25 **Observation:** Efflorescence is present on the surface of masonry or mortar.

Performance Guideline: This is a common condition caused by moisture reacting with the soluble salts in the mortar.

Corrective Measure: No corrective actions are required of the contractor.

Discussion: Efflorescence is evidenced by the presence of a white film on the surface of masonry or mortar. It is a particularly common occurrence where masonry or concrete are in contact with high moisture levels as may be found in basements.

Stucco and Parge

4-5-26 Observation: An exterior stucco wall surface is cracked.

Performance Guideline: Cracks in exterior stucco wall surfaces shall not exceed l/8-inch in width.

Corrective Measure: One time only, the contractor will repair cracks exceeding l/8-inch in width. Caulking and touch-up painting are acceptable. An exact color or texture match may not be unattainable.

Discussion: "Stucco" includes cementitious coatings and similar synthetically based finishes.

4-5-27 Observation: The colors of exterior stucco walls do not match.

Performance Guideline: The colors of new exterior stucco walls may not perfectly match the colors of old exterior stucco walls, nor is it expected that exact matches will be attained for the same material that is applied on different days or under differing environ-mental conditions (e.g., temperature, humidity, etc.).

Corrective Measure: No corrective measure is required. Because of the unique nature of stucco finishes, exact match of color may not be possible.

Discussion: Coloring of stucco is affected by a number of variables. It is impractical to achieve a color match between stucco coatings applied at different times.

4-5-28 Observation: The textures of exterior stucco wall finishes do not match.

Performance Guideline: Texture of new exterior stucco walls applied at different times may not perfectly match the textures of old exterior stucco walls. *Remodeling Specific: The texture of new exterior stucco walls may not perfectly match the textures of old exterior stucco walls.*

Corrective Measure: No corrective measure is required. Because of the unique nature of stucco finishes, exact match of texture finish may not be possible.

Discussion: "Stucco" includes cementitious coatings and similar synthetically based finishes. Approved samples prior to installation can minimize misunderstandings about color and texture.

4-5-29 **Observation:** Separation of coating from base on exterior stucco wall.

Performance Guideline: The coating shall not separate from the base on an exterior stucco wall during the warranty period.

Corrective Measure: The contractor will repair areas where the coating has separated from the base.

4-5-30 **Observation:** Lath is visible through stucco.

Performance Guideline: Lath should not be visible through stucco, nor should the lath protrude through any portion of the stucco surface.

Corrective Measure: The contractor will make necessary corrections so that lath is not visible. The finish colors may not match.

4-5-31 **Observation:** Rust marks are observed on the stucco finish coat.

Performance Guideline: Rust marks on the stucco surface are considered unacceptable if more than 5 marks measuring more than 1 inch long occur per 100 square feet.

Corrective Measure: The contractor may repair or replace affected subsurface components, or seal the rusted areas and recolor the wall.

4-5-32 **Observation:** There is water damage to interior walls as a result of a leak in the stucco wall system.

Performance Guideline: Stucco walls should be constructed and flashed to prevent water penetration to the interior of the structure under normal weather and water conditions. Damage to the stucco system caused by external factors out of the contractor's control that result in water penetration is not the contractor's responsibility.

Corrective Measure: If water penetration is the result of a system failure and doesn't result from external factors, the contractor will make necessary repairs to prevent water penetration through the stucco wall system.

Discussion: Water penetration resulting from abnormal external factors, such as windblown moisture or sprinkler systems, are not the contractor's responsibility.

Exterior Trim

4-6-1. Observation: Gaps show in exterior trim.

Performance Guideline: Joints between exterior trim elements, including siding and masonry, shall not result in joints opened wider than ¼-inch. In all cases the exterior trim shall perform its function of excluding the elements.

Corrective Measure: The contractor will repair open joints that do not meet the performance guideline. Caulking is acceptable.

4-6-2 Observation: Exterior trim board is split.

Performance Guideline: Splits wider than l/8-inch are considered unacceptable.

Corrective Measure: The contractor will repair splits by filling with a durable filler. Touch-up painting may not match the surrounding area.

4-6-3 Observation: Exterior trim board is bowed or twisted.

Performance Guideline: Bows and twists exceeding 3/8-inch in 8 feet are considered unacceptable.

Corrective Measure: The contractor will repair defects that do not meet the performance guideline by refastening or replacing deformed boards. Touch-up painting may not match the surrounding area.

4-6-4 Observation: Exterior trim board is cupped.

Performance Guideline: Cups exceeding 3/l6-inch in 5 1/2 inches are considered unacceptable.

Corrective Measure: The contractor will repair defects that do not meet the performance guideline by refastening or replacing deformed boards. Touch-up painting may not match the surrounding area.

Paint, Stain, and Varnish

4-7-1 Observation: Exterior painting, staining, or refinishing is required because of repair work.

Performance Guideline: Repairs required under these performance guidelines shall be finished to match the immediate surrounding areas as closely as practical.

Corrective Measure: The contractor will finish repaired areas as indicated.

Discussion: Touch-up painting, staining, or refinishing may not match the surrounding area.

4-7-2 **Observation:** Exterior paint or stain has peeled, flaked, or physically deteriorated.

Performance Guideline: Exterior paints and stains shall not fail during the warranty period.

Corrective Measure: If exterior paint or stain has peeled, developed an alligator pattern, or blistered, the contractor will properly prepare and refinish affected areas and match the color as closely as practical. Where deterioration of the finish affects more than 50 percent of the piece of trim or wall area, the contractor will refinish the entire wall.

4-7-3 **Observation:** Exterior paint or stain has faded.

Performance Guideline: Fading of exterior paints and stains is common. The degree of fading depends on environmental conditions.

Corrective Measure: Because fading is a common occurrence in paint and stains, no corrective action is required.

4-7-4 **Observation:** Varnish or lacquer finishes have deteriorated.

Performance Guideline: Clear finishes used on exterior surfaces may deteriorate rapidly. This is beyond the contractor's control.

Corrective Measure: Heat and sunlight can cause rapid deterioration of clear finishes. Maintenance is the owner’s responsibility. No corrective action is required of the contractor.

4-7-5 **Observation:** There is paint or stain overspray on surfaces not intended for paint or stain.

Performance Guideline: Paint or stain overspray on surfaces not intended for paint or stain that is visible at a distance of 6 feet under normal natural lighting conditions is not acceptable.

Corrective Measure: The contractor shall clean affected surfaces without damaging the surface.

4-7-6 **Observation:** Cabinet stain is uneven. Cabinet paint is not uniform or is mismatched.

Performance Guideline: Uneven stain color on wood cabinets is considered acceptable and is a result of the natural wood grain. Painted cabinets should appear uniform under normal lighting conditions at a distance of 6 feet.
Corrective Measure: The contractor will repaint or replace painted cabinets that do not meet the performance guideline.

4-7-7 Observation: Mildew or fungus is visible on exterior painted surfaces.

Performance Guideline: Painted or finished surfaces shall be free of observable mildew and fungus at the time of substantial completion of the job. However, mildew or fungus may form on painted surfaces over time because of warmth and moisture.

Corrective Measure: The contractor will remove mildew and fungus before substantial completion of the job. Subsequent mildew or fungus formation is a condition the contractor cannot control. The owner is responsible for future cleaning of the painted item as necessary to prevent or remove mildew and fungus.

ROOFS
-Coverage 1st Year Only, Workmanship and Materials

5-1-1 Observation: The roof ridge beam has deflected.

Performance Guideline: Roof ridge beam deflection greater than 1 inch in 8 feet is considered unacceptable. *Remodeling Specific: If this is not in the scope of work, the guideline will be disregarded.*

Corrective Measure: The contractor shall repair affected ridge beams that do not meet the performance guideline.

5-1-2 Observation: A rafter or ceiling joist bows (up or down).

Performance Guideline: Bows greater than 1 inch in 8 feet are unacceptable. *Remodeling Specific: If this is not in the scope of work, the guideline will be disregarded.*

Corrective Measure: The contractor shall repair affected rafters or joists that bow in excess of the performance guideline.

Roof Sheathing

5-2-1 Observation: Roof sheathing is wavy or appears bowed.

Performance Guideline: Roof sheathing shall not bow more than 1/2-inch in 2 feet. *Remodeling Specific: If new sheathing is installed over existing rafters, the sheathing will follow the bows of the existing rafters. The owner and contractor should agree on whether or not the rafters are to be straightened. If they are not to be straightened, the performance guideline for this item will be disregarded.*

Corrective Measure: The contractor will straighten bowed roof sheathing as necessary to meet the performance guideline.

Discussion: In rare instances, the contractor might have to install blocking between the framing members to straighten the sheathing.

Roof Vents

5-3-1 Observation: An attic vent or louver leaks.

Performance Guideline: Attic vents and louvers shall not leak. However, infiltration of wind-driven rain and snow are not considered leaks and are beyond the control of the contractor.

Corrective Measure: The contractor shall repair or replace the roof vents as necessary to meet the performance guideline.

Discussion: Properly installed louvers or vents may at times allow penetration of rain or snow under strong wind conditions and are not deficiencies.

Roof Installation and Leaks

Asphalt Shingles

5-4-1 Observation: The roof or flashing leaks.

Performance Guideline: Roofs and flashing shall not leak under normal conditions, except where the cause is determined to result from ice build-up or the owner's actions or negligence.

Corrective Measure: The contractor will repair any verified roof or flashing leaks not caused by ice build-up, leaves, debris, or the owner's actions or negligence. It is the owner's responsibility to keep the roof drains, gutters, and downspouts free of debris.

5-4-2 Observation: Ice builds up on the roof.

Performance Guideline: During prolonged cold spells ice is likely to build up on a roof, especially at the eaves. This condition naturally can occur when snow and ice accumulates.

Corrective Measure: No action is required of the contractor. Prevention of ice build-up on the roof is a owner maintenance item.

Discussion: In the event ice builds up on the roof and then melts causing damage, this consequential damage is also the owner's responsibility.

5-4-3 Observation: Shingles have blown off.

Performance Guideline: Shingles shall not blow off in winds less than stated in the manufacturer's warranty or applicable building codes.

Corrective Measure: If shingles were not installed properly, they will be repaired or replaced in the affected area.

5-4-4 **Observation:** Shingles are not horizontally aligned.

Performance Guideline: Shingles should be installed according to the manufacturer's instructions. *Remodeling Specific: The owner and the contractor may agree prior to installation that the horizontal line of shingles on the roof of an addition need not line up with those of the existing structure if the floors (and hence, the eaves and ridge) are not to be built on the same plane.*
Corrective Measure: The contractor will remove shingles that do not meet the performance guideline, and will repair or replace them with new shingles that are properly aligned.

Discussion: The bottom edge of dimensional shingles may be irregular; the irregularity is an inherent part of the design.

5-4-5 **Observation:** New shingles do not match existing shingles.

Performance Guideline: Because of weathering and manufacturing variations, the color of new shingles will not exactly match the color of existing shingles.

Corrective Measure: The contractor is not responsible for precisely matching the color of existing shingles.

5-4-6 **Observation:** Asphalt shingle edges or corners are curled or cupped.

Performance Guideline: Asphalt shingle edges and corners shall not curl or cup more than 1/2-inch.

Corrective Measure: No corrective action is required of the contractor. Cupping in excess of 1/2-inch should be reported to the manufacturer.

5-4-7 **Observation:** Asphalt shingles do not overhang the edges of the roof, or hang too far over the edges of the roof.

Performance Guideline: Asphalt shingles shall overhang roof edges by not less than 1/4-inch and not more than 3/4-inch unless the manufacturer's instructions indicate otherwise.

Corrective Measure: The contractor will reposition or replace shingles as necessary to meet the performance guideline.

5-4-8 **Observation:** Shading or a shadowing pattern is observed on a new shingle roof.

Performance Guideline: Shading or shadowing is a defect only if it results from failure to use shingles of the type specified in the contract.

Corrective Measure: The contractor will replace shingles not conforming to the manufacture's standards.

5-4-9 **Observation:** Asphalt shingles have developed surface buckling.

Performance Guideline: Asphalt shingle surfaces need not be perfectly flat. Buckling higher than 1/4-inch is considered unacceptable. *Remodeling Specific: If an owner elects to re-roof over an existing roof owner must be aware that the new roof will follow the contours of the underlying roof.*

Corrective Measure: The contractor will repair or replace the affected shingles to meet the performance guideline.

5-4-10 **Observation:** Sheathing nails have loosened from framing and raised asphalt shingles.

Performance Guideline: Nails shall not loosen from roof sheathing to raise asphalt shingles from surface.

Corrective Measure: The contractor shall repair all areas as necessary to meet the performance guideline.

Discussion: It is not uncommon for nails to "work themselves out" due to variations in temperature. The contractor can re-drive or remove and replace fasteners that withdraw from the framing. Any resulting holes should be sealed or the shingle should be replaced (a perfect color/shade match cannot be assured).

5-4-11 **Observation:** Roofing nails are exposed at the ridge or hip of a roof.

Performance Guideline: Nail heads shall be sealed.

Corrective Measure: The contractor shall repair areas to meet the performance guideline.

5-4-12 **Observation:** Holes from construction activities are found in asphalt shingles.

Performance Guideline: Holes from construction activities shall be flashed or sealed below the asphalt shingle tab to prevent leakage. If the patch is visible from the ground, the shingle should be replaced.

Corrective Measure: The contractor will repair or replace the affected shingles to meet the performance guideline.

5-4-13 **Observation:** *Remodeling Specific: Existing roof shingles are telegraphing through new asphalt shingles.*
Performance Guideline: *Remodeling Specific: Some telegraphing is common when re-roofing over existing roofing.*

Corrective Measure: Because this is a common occurrence, no corrective action is required.

Roll Roofing

5-4-14 **Observation:** Water is trapped under roll roofing.

Performance Guideline: Water shall not become trapped under roll roofing.

Corrective Measure: If water becomes trapped under roll roofing during the warranty period, the contractor will repair or replace the roofing as necessary to meet the performance guideline.

5-4-15. **Observation:** Roofing is blistered but does not admit water.

Performance Guideline: Surface blistering of roll roofing is caused by unusual conditions of heat and humidity acting on the asphalt and cannot be controlled by the contractor.

Corrective Measure: None.

5-4-16 **Observation:** Water is standing on a flat roof.

Performance Guideline: Water shall drain from a flat roof except for minor ponding within 24 hours of a rainfall. Minor ponding shall not exceed 3/8-inch in depth.
Corrective Measure: The contractor will take corrective action to ensure proper drainage of the roof.

Chimney

5-5-1 **Observation:** A crack in a masonry chimney cap or crown causes leakage.

Performance Guideline: It is common for caps to crack due to expansion and contraction. As a result, leaks may occur.

Corrective Measure: If cracking causes leakage the contractor will repair the cap or crown. Caulking or other sealant is acceptable.

5-5-2 Observation: New chimney flashing leaks.

Performance Guideline: New chimney flashing shall not leak under normal conditions.

Corrective Measure: The contractor will repair leaks in new chimney flashing that are not caused by ice build- up, other common occurrences, or by the owner's actions or negligence.

Discussion: The accumulation of ice and snow on the roof is a natural occurrence and cannot be prevented by the contractor.

Gutters and Downspouts

5-6-1 Observation: The gutter or downspout leaks.

Performance Guideline: Gutters and downspouts shall not leak.

Corrective Measure: The contractor will repair leaks in gutters and downspouts. Sealants are acceptable.

5-6-2 Observation: The gutter overflows during a heavy rain.

Performance Guideline: Gutters may overflow during a heavy rain.

Corrective Measure: The contractor shall repair the gutter if it overflows during normal rains.

Discussion: The owner is responsible for keeping gutters and downspouts free from debris that could cause overflow.

5-6-3 Observation: Water remains in the gutter after a rain.

Performance Guideline: The water level shall not exceed 1/2-inch in depth if the gutter is unobstructed by ice, snow, or debris.

Corrective Measure: The contractor will repair the gutter to meet the performance guideline. The owner is responsible for maintaining gutters and downspouts and keeping them unobstructed.

Discussion: Contractors usually install residential gutters with minimal slope in order to maintain an attractive appearance. Installing gutters with 1/32-inch drop in 1 foot generally will prevent water from standing in the gutters. Even so, small amounts of water may remain in some sections of the gutter for a time after a rain. In areas with heavy rainfall and/or ice build-up, a steeper pitch or additional downspouts may be desirable.

Skylights

5-7-1 Observation: Skylight leaks.

Performance Guideline: Skylights shall be installed in accordance with manufacturer's specifications. Leaks resulting from improper installation are unacceptable. Condensation on interior surfaces is not a leak and not considered a defect.

Corrective Measure: The contractor will repair any improperly installed skylight to meet the performance guideline.

Discussion: Leaks are often caused by other factors such as improper flashing of vents, chimneys or vertical walls. These defects often show up at the skylight opening. Before deeming the skylight to be defective other possible causes should be ruled out by careful examination and a thorough water test.

Plumbing
-Coverage 1st Year Only, Workmanship and Materials

***Note**: Remodeling Specific: The contractor is responsible only for areas of the property worked on and specified in the contract, and not for the entire house.*

Water Supply System

6-1-1 Observation: Condensation appears on pipes, fixtures and plumbing supply lines.

Performance Guideline: Condensation on pipes, fixtures, and plumbing supply lines may occur at certain combinations of temperature and indoor humidity. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The owner is responsible for controlling humidity in the home.

Discussion: The owner may insulate pipes and supply lines.

Plumbing Fixtures

6-1-2 Observation: A faucet or valve leaks.

Performance Guideline: No faucet or valve shall leak because of defects in material or workmanship. *Remodeling Specific: See Note at beginning of chapter*.

Corrective Measure: The contractor will repair or replace the leaking faucet or valve.

Discussion: Leakage caused by worn or defective washers or seals is homeowner maintenance item.

6-1-3. Observation: Water pipe is noisy.

Performance Guideline: Because of the flow of water and pipe expansion, the water pipe system will emit some noise. However, the pipes should not make the pounding noise called "water hammer" (noise occurring in a water pipe when air is trapped in the pipe).
Corrective Measure: The contractor cannot remove all noises caused by water flow and pipe expansion. However, the contractor will correct the system to eliminate "water hammer."

Plumbing Fixtures

6-2-1 Observation: A plumbing fixture, appliance, or trim fitting is defective.

Performance Guideline: Plumbing fixtures, appliances, and trim fittings shall not be damaged or defective at the time of substantial completion of the project. *Remodeling Specific: See Note at beginning of chapter*.

Corrective Measure: If the fixtures, appliances or trim were supplied by contractor and they are not in accordance with the manufactures guidelines they must be repaired or replaced. If supplied and or installed by the owner no action is required of the contractor. Defective trim fittings, appliances, and fixtures are covered under manufacturers' warranties.

6-2-2 Observation: The surface of a plumbing fixture is cracked or chipped.

Performance Guideline: Cracks, scrapes and chips in surfaces of bathtubs and sinks are considered unacceptable if they are visible from 3 feet away in normal lighting conditions. *Remodeling Specific: See Note at beginning of chapter*.

Corrective Measure: If the fixtures were supplied by the contractor and they do not meet the performance guideline they must be repaired or replaced. If supplied and or installed by the owner no action is required of the contractor. The contractor is not responsible for repairs unless the damage is reported to the contractor prior to substantial completion of the project. Defective fixtures are covered under manufacturers' warrantees.

Discussion: Fiberglass and acrylic fixtures often may be repaired.

6-2-3 Observation: A fiberglass tub or shower enclosure base flexes.

Performance Guideline: The tub or showers are to be installed according to the manufacturer's instructions. *Remodeling Specific: See Note at beginning of chapter*.

Corrective Measure: The contractor shall repair the base to meet the performance guideline.

6-2-4 **Observation:** A vanity top is cracked.

Performance Guideline: Vanity tops shall not have cracks at drain connections when installed. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor shall repair or replace the vanity top to meet the performance guidelines. Cracks must be noted prior to substantial completion of the project.

6-2-5 **Observation:** Staining of plumbing fixtures due to high iron content in water.

Performance Guideline: None.
Corrective Measure: None. High iron content in the water supply system will cause staining of plumbing fixtures.

Discussion: Maintenance and treatment of the water is the owner's responsibility.

Electrical
-Coverage 1st Year Only, Workmanship and Materials

Fuses and Circuit Breakers

***Note**: Remodeling Specific: The contractor is responsible only for areas of the property worked on and specified in the contract, and not for the entire house.*

7-1-1 **Observation:** A fuse blows or a circuit breaker trips.

Performance Guideline: Fuses and circuit breakers shall not be tripped by normal usage. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor will check wiring circuits and components for conformity with applicable electrical code requirements. The contractor will correct noncompliant elements.

Discussion: Blown fuses and tripped breakers are symptoms of a problem in some part of the electrical system in the home or some consumer product connected to the system. Although defective components are possible, most electrical malfunctions are caused by consumer-owned fixtures and appliances. The consumer should unplug or disconnect fixtures and appliances on the circuit and then replace the fuse or reset the breaker. If the problem recurs, the contractor should be notified.

7-1-2 **Observation:** A ground fault circuit interrupter (GFCI) or arc fault circuit interrupter (AFCI) trips frequently.

Performance Guideline: Ground fault and arc fault circuit interrupters shall perform as designed. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor will install ground fault and arc fault circuit interrupters in accordance with applicable electrical codes. Tripping is to be expected and is not covered unless it is caused by a component failure or incorrect installation.

Discussion: Both ground fault and arc fault circuit interrupters are very sensitive devices and are easily tripped. GFCI's protect outlets in wet areas (for example, bathrooms, kitchens, garages, exterior, etc.). Outlets protected by GFCIs may be connected in series; it may not be readily apparent that an inoperative convenience outlet is the result of a tripped GFCI in another room (and not necessarily in the electrical panel). AFCIs sometimes are installed to protect bedroom circuits. The most common cause of tripping by AFCIs is damaged cords or plugs on owners' lamps, small appliances, or other devices. AFCIs are usually found in the electrical panel.

7-2-1 **Observation:** A light fixture is tarnished.

Performance Guideline: Finishes on light fixtures may be covered under the manufacturer's warranty. *Remodeling Specific: See Note at beginning of chapter.*
Corrective Measure: No action is required of the contractor. Owner should contact manufacturer.

7-2-2 **Observation:** Receptacle or switch covers protrude from the wall.

Performance Guideline: Receptacle or switch covers should not be more than 1/16-inch from the adjoining wall surface. *Remodeling Specific: See Note at beginning of chapter*.

Corrective Measure: The contractor will adjust the covers to meet performance guideline.

7-2-3 **Observation:** The owner's 220-volt appliance cord does not fit the outlet provided by the contractor.

Performance Guideline: The contractor shall install electrical outlets required by applicable electrical code. *Remodeling Specific: See Note at beginning of chapter*.

Corrective Measure: No action is required of the contractor.

Discussion: The owner is responsible for obtaining an appliance cord that fits the outlets provided by the contractor.

7-3-1 **Observation:** A ceiling fan vibrates and/or is noisy.

Performance Guideline: The contractor shall install ceiling fans in accordance with the manufacturer's instructions (including blade balances). *Remodeling Specific: See Note at beginning of chapter*.
Corrective Measure: The contractor shall correct any fan installation not in accordance with the performance guideline if the fan was supplied and installed by the contractor.

7-3-2 **Observation:** An exhaust fan discharges into attic or crawl space.

Performance Guideline: Fans shall discharge as required by applicable codes. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor shall repair to meet performance guideline.

7-4-1 **Observation:** A smoke detector "chirps."

Performance Guideline: A smoke detector should not "chirp" at substantial completion of the project. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor will repair or replace the smoke detector to eliminate chirping.

Discussion: Most smoke detectors are powered by both the home's electrical power and a backup battery. "Chirping" is an indication that the battery is weak or is not installed. If the chirping occurs on a new smoke detector, the contractor will check the battery, verify that the detector is wired correctly, and replace the device if necessary. Safety officials recommend that owners change the batteries in smoke detectors semi-annually when daylight-saving time begins and ends.

7-5-1 **Observation:** Electrical outlets, switches, or fixtures malfunction.

Performance Guideline: All electrical outlets, switches, and fixtures shall operate as designed. *Remodeling Specific: See Note at beginning of chapter*.

Corrective Measure: The contractor will repair or replace malfunctioning electrical outlets, switches, and fixtures, if supplied and installed by the contractor.

7-5-2 **Observation:** Carbon monoxide alarm goes off excessively.

Performance Guideline: Carbon monoxide sensors shall be installed in accordance with manufacturer’s standards and applicable codes.

Corrective Measure: None. The contractor is responsible to properly install the sensor.

Interior Climate Control
-Coverage 1st Year Only, Workmanship and Materials

***Note**: Remodeling Specific: The contractor is responsible only for areas of the property worked on and specified in the contract, and not for the entire house.*

Air Infiltration and Drafts

8-1-1 **Observation:** Air infiltrates around exterior doors or windows.

Performance Guideline: Some infiltration is usually noticeable around doors and windows, especially during high winds. No daylight shall be visible around the frame when the window or door is closed. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor shall repair to meet the performance guideline.

Discussion: Proper repair can be performed by adjusting or installing weather stripping around doors and windows. In high-wind areas, the owner may elect to have storm windows and doors installed to further reduce drafts.

8-1-2 **Observation:** A draft comes through an electrical outlet.

Performance Guideline: Electrical outlets and switch boxes on exterior walls may allow cold air to flow through or around an outlet into a room. *Remodeling Specific: See Note at beginning of chapter*.

Corrective Measure: No action is required of the contractor. The owner may elect to install foam insulation pads under switch and outlet plates to help decrease drafts.

Humidity Control and Condensation

8-2-1 **Observation:** Water, ice, or frost is observed on a window.

Performance Guideline: Windows will be installed in accordance with the manufacturer's instructions and applicable building code, *Remodeling Specific: See Note at beginning of chapter*.
Corrective Measure: No action is required of the con-tractor unless the water, ice, or frost is directly attributed to faulty installation (i.e., that deviates from the manu-facturer's instructions and/or applicable building code).

Discussion: Condensation usually results from conditions beyond the contractor's control. Moisture in the air can condense into water and collect on cold surfaces, particularly in the winter months when the outside temperature is low. Blinds and drapes can prevent air within the building envelope from moving across the cold surface and picking up the moisture. Occasional condensation (water) in the kitchen, bath, or laundry area is common. It is the owner's responsibility to maintain proper

humidity by properly operating heating and cooling systems and allowing moving air within the home to flow over the interior surface of the windows.

8-2-2 Observation: There is moisture between the panes of a double glazed window.

Performance Standard: Moisture between the panes of double glazed windows during the manufacturer's warranty period is unacceptable.

Corrective Measure: The owner should contact the manufacturer.

Air Distribution and Ventilation

8-3-1 Observation: The attic or crawl space is inadequately ventilated.

Performance Guideline: The attic and crawl space shall be ventilated as required by the applicable building code.
Corrective Measure: The contractor will provide for adequate ventilation. The contractor is not responsible for actions by the owner that interfere with the ventilation system.

8-3-2 Observation: There is airflow noise at a register.

Performance Guideline: The register should be correctly installed according to the manufacturer's instructions. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: No action is required unless registers are not installed in accordance with manufacturer's instructions.

Discussion: Under certain conditions, some noise may be experienced with the normal flow of air, even when registers are installed correctly. See the manufacturer's instructions.

8-3-3 Observation: There are gaps between HVAC (Heating, Ventilating and Air Conditioning) vent or register cover and the wall or ceiling.

Performance Guideline: This is a normal condition beyond the contractor’s control. *Remodeling Specific: See Note at beginning of chapter*.

Corrective Measure: None.

Discussion: It is the inherent nature of the heating and cooling system to cause vents and registers to bend over time. This can result in gaps occurring between the vent or register cover and the wall. As long as the vent or register is securely attached, this is not a warranty item.

8-3-4 **Observation:** A condensate drain line is clogged.

Performance Guideline: The contractor will provide unobstructed condensate lines at the time of substantial completion of the project. *Remodeling Specific: See Note at beginning of chapter*.

Corrective Measure: The contractor shall unclog any clogged condensate line at the time of substantial completion of the project. Condensate lines will eventually clog under normal use and they must be kept free of all clogs to operate properly. The owner is responsible for maintaining them in proper condition.

8-3-5 **Observation:** There is condensation on the outside of air handlers and ducts.

Performance Standards: Air handlers and ducts will collect condensation on their exterior surfaces when extreme temperature differences and high humidity levels occur. Condensation usually results from humid conditions within the home that are created by the owner or during the curing process in a new space.

Corrective Measure: Unless the condensation or frost is directly attributed to faulty installation, it usually results from conditions beyond the control of the contractor. No corrective action is required.

Discussion: Condensation usually results from conditions beyond the contractor's control. Moisture in the air can condense (to form water) and collect on cold duct surfaces, particularly in the summer months when the outside humidity is high.

8-5-5 **Observation:** Kitchen or bath fans allow air infiltration.

Performance Guideline: Bath and kitchen fans shall be installed in accordance with the manufacturer's instructions and code requirements. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: No action is required of the contractor if fans meet the guideline.

Discussion: It is possible for outside air to enter the house through a ventilation fan. The dampers in most fans do not seal tightly. Its is possible for the damper to be lodged open due to animal activity (including nesting in the outside opening), or the accumulation of grease, lint, and other debris. Maintenance of ventilating fans is the owner's responsibility.

INTERIOR

Note: *Remodeling Specific: The contractor is responsible only for areas of the property worked on and specified in the contract, and not for the entire house.*

-Coverage 1st Year Only, Workmanship and Materials

Interior Doors

9-1-1. Observation: Interior door is warped.

Performance Guideline: Interior doors (full openings) shall not warp in excess of ¼-inch. *Remodeling Specific: see Note at beginning of chapter.*

Corrective Measure: The contractor will correct or replace and refinish defective doors to match existing doors as nearly as practical during the warranty period.

Discussion: In bathroom or utility areas, exhaust fans or an open window must be used to remove moisture to eliminate or limit warpage of door units. If customer is responsible for painting the door, the contractor is not responsible if the door is not painted to manufacturer's specifications.

9-1-2 Observation: Bifold doors come off their tracks during normal operation.

Performance Guideline: Bifold doors shall slide properly on their tracks at the time of substantial completion of the project. Cleaning and maintenance necessary to preserve proper operation are owner responsibilities. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: One time only, the contractor will repair any bifold door that will not stay on its track during normal operation.

Discussion: Proper operation should be verified by the owner and the contractor at the time of substantial completion of the project.

9-1-3 Observation: A pocket door rubs in its pocket during normal operation.

Performance Guideline: Pocket doors shall not rub in their pockets during normal operation if they are installed according to the manufacturer's instructions. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: One time only, the contractor will repair the pocket door to meet the performance guideline.

Discussion: Pocket doors commonly rub, stick, or derail due to the inherent nature of the product. It is common, however, for the door to operate against the guides provided by the manufacturer.

9-1-4 **Observation:** A wooden door panel has shrunk or split.

Performance Guideline: Wooden door panels shall not split to the point that light is visible through the door. *Remodeling Specific: See Note at beginning of chapter*.

Corrective Measure: One time only, the contractor will fill splits in the door panel with wood filler and will match the paint or stain as closely as practical.

9-1-5 **Observation:** Door rubs on jambs or contractor-installed floor covering, or latch does not work.

Performance Guideline: Doors shall operate smoothly and door latches shall operate correctly.
Corrective Measure: The contractor will repair the door and the door latch as necessary to meet the performance guideline.

9-1-6 **Observation:** A door edge is not parallel to the doorjamb.

Performance Guideline: When the contractor installs the doorframe and door, the door edge shall be within 3/16-inch of parallel to the doorjamb. *Remodeling Specific: Where the contractor installs the door in an existing frame that is out of square, the guideline does not apply. See Note at beginning of chapter.*

Corrective Measure: The contractor will adjust the door as necessary to meet the guideline one time.

9-1-7 **Observation:** A door swings open or closed by the force of gravity.

Performance Guideline: Doors shall not swing open or closed by the force of gravity alone. *Remodeling Specific: This guideline does not apply where a door is installed in an existing wall that is out of plumb. See Note at beginning of chapter.*

Corrective Measure: The contractor shall repair door operation to meet the performance guideline one time.

9-1-8 **Observation:** Interior doors do not operate smoothly.

Performance Guideline: Doors shall move smoothly with limited resistance. *Remodeling Specific: See Note at beginning of chapter.*
Corrective Measure: The contractor shall repair door operation to meet the performance guideline one time.

Interior Stairs

9-2-1. Observation: Interior stair tread deflects too much.

Performance Guideline: The maximum vertical deflection of an interior stair tread shall not exceed 1/8-inch within a 36-inch span at 200 pounds of static weight.

Corrective Measure: The contractor will repair the stair to meet the performance guideline.

9-2-2 Observation: Gaps exist between interior stair risers, treads, and/or skirts.

Performance Guideline: Gaps between adjoining parts that are designed to meet flush shall not exceed 1/8-inch in width.

Corrective Measure: The contractor will fix the gap with filler or replace parts as necessary to meet the performance guideline.

9-2-3. Observation: Squeaking stair riser or tread.

Performance Guideline: Loud squeaks caused by a loose stair riser or tread are unacceptable, but totally squeak-proof stair risers or treads cannot be guaranteed.

Corrective Measure: The contractor will refasten any loose risers or treads or take other corrective action to eliminate squeaking to the extent possible within reasonable repair capability without removing treads or ceiling finishes.

Discussion: Squeaks in risers or treads may occur when a riser has come loose from the tread, and is deflected by the weight of a person and rubs against the nails that hold it in place. Movement may occur between the riser and the tread or other stairway members when one tread is deflected while the other members remain stationary. Using trim screws to fasten the tread to the riser from above will sometimes reduce squeaking. If there is no ceiling below, gluing or renailing the riser to the tread or shimming will reduce squeaks but the total elimination of squeaks is practically impossible. The performance guideline requires the contractor to make a reasonable attempt to eliminate squeaks without requiring removal of treads or ceiling finishes. Note: Most cellar stairs are not designed to be squeak resistant.

9-2-4 Observation: Gaps exist between interior stair railing parts.

Performance Guideline: Gaps between interior stair railing parts shall not exceed 1/8-inch in width.

Corrective Measure: The contractor will ensure that individual parts of the railing are securely mounted. Any remaining gaps will be filled or parts replaced to meet the performance guideline.

9-2-5. Observation: Interior stair railing lacks rigidity.

Performance Guideline: Interior stair railings shall be attached to structural members in accordance with applicable codes.
Corrective Measure: The contractor will repair any stair railings as necessary to comply with applicable codes.

Trim and Moldings

9-3-1 Observation: There are gaps at non-mitered trim and molding joints.

Performance Guideline: Openings at joints in trim and moldings, and at joints between moldings and adjacent surfaces, shall not exceed1/8-inch in width at the time of installation.

Corrective Measure: The contractor will repair joints to meet the performance guideline.

Discussion: Separation of trim and moldings in excess of the performance guidelines may be caused by lack of control of indoor relative humidity. Joints that separate under these conditions are not considered defective. It is the owner's responsibility to control temperature and humidity in the home.

9-3-2. Observation: Nails are not properly set or, where puttied, nail holes are not properly filled.

Performance Guideline: Setting nails or filling nail holes are considered part of painting and finishing. After painting or finishing, except stained or natural finished woodwork, nails and nail holes shall not be readily visible from a distance of 6 feet under normal lighting conditions at the time of substantial completion of the project.
Corrective Measure: Where the contractor is responsible for painting, the contractor shall take action necessary to meet the performance guideline.

9-3-3. Observation: Inside corner is not coped or mitered.

Performance Guideline: Trim edges at inside corners shall be coped or mitered. However, square edge trim may be butted.

Corrective Measure: The contractor will finish inside corners to meet the performance guideline.

9-3-4. Observation: Trim or molding miter edges do not meet.

Performance Guideline: Gaps between miter edges in trim and molding shall not exceed 1/8-inch at time of installation.

Corrective Measure: The contractor will repair gaps that do not meet the performance guideline. Caulking or puttying with materials compatible to the finish is acceptable.

9-3-5 Observation: Interior trim is split.

Performance Guideline: Splits, cracks, and checking greater than 1/8-inch in width are considered unacceptable.

Corrective Measure: One time only, the contractor will repair the affected area to meet the guideline.

9-3-6. Observation: Hammer marks are visible on interior trim.

Performance Guideline: Hammer marks on interior trim shall not be readily visible from a distance of 6 feet under normal lighting conditions.

Corrective Measure: The contractor will fill hammer marks and refinish or replace affected trim to meet the performance guideline. Refinished or replaced areas may not match surrounding surfaces exactly.

Cabinets and Counter Tops

9-4-1 Observation: Cabinets do not meet the ceiling or walls.

Performance Guideline: Gaps greater than 1/4-inch in width are considered unacceptable.

Corrective Measure: The contractor will repair the gap with caulk, putty, or scribe molding, or will reposition/ reinstall cabinets to meet the performance guideline.

Discussion: *Remodeling Specific: When installed in rooms with out-of-plumb walls or out-of-level floors and ceilings, "square" cabinets cannot be installed parallel to walls and ceilings and still keep the cabinets on line. For example, if the floor is not level and the installer measures up from it, "snaps" a line on which to place the tops of the wall cabinets, and then plumbs the first cabinet, one corner of the cabinet will leave the line, and the bottom of successive cabinets will not be in line. Similarly, cabinets will not line up with each other if they are installed on a level line, starting against an out-of-plumb wall instead of a plumb wall. The contractor should explain the aesthetic options to the owner and select the best option with the owner*.

9-4-2 Observation: Cabinets do not line up with each other.

Performance Guideline: Cabinet faces more than 1/8-inch out of line, and cabinet corners more than 3/16- inch out of line, are considered unacceptable, unless the owner

and the contractor agree to disregard the guideline in order to match or otherwise compensate for pre-existing conditions.

Corrective Measure: The contractor will make necessary adjustments to meet the performance guideline.

Discussion: *Remodeling Specific: In remodeling projects, many times the rooms are out of square, walls are not plumb, and floors are not level. Cabinets and countertops may have to be shimmed or otherwise adjusted to make the cabinets and countertops fit together properly. Cabinets may not fit flush against the walls on the ends or bottoms and may not fit flat against the floor the contractor should explain the aesthetic options to the owner and select the best option with the owner. In rooms with out of plumb walls or out of level floors and ceilings, "square" cabinets cannot be installed parallel to walls and ceilings and still keep the cabinets on line. For example, if the floor is not level and the installer measures up from it, "snaps" a line on which to place the tops of the wall cabinets, then plumbs the first cabinet, one corner of the cabinet will leave the line, and the bottom corners of successive cabinets will leave the line, and the bottom corners of successive cabinets will not be in line. Similarly, cabinets will not line up with each other if they are installed on a level line, starting against an out of plumb wall instead of being plumbed. The contractor should explain the aesthetic options to the owner and select the best option with the owner.*

9-4-3. Observation: Cabinet is warped.

Performance Guideline: Cabinet warpage shall not exceed ¼-inch as measured from the face frame to the point of furthermost warpage, with the door or drawer front in closed position.

Corrective Measure: The contractor will correct or replace doors and drawer fronts as necessary to meet the performance guideline.

9-4-4. Observation: Cabinet door or drawer binds.

Performance Guideline: Cabinet doors and drawers shall open and close with reasonable ease.

Corrective Measure: The contractor will adjust or replace doors and drawers as necessary to meet the performance guideline.

9-4-5 Observation: Cabinet door will not stay closed.

Performance Guideline: The catches or closing mechanisms for cabinet doors shall be adequate to hold the doors in a closed position.

Corrective Measure: The contractor will adjust or replace the door catches or closing mechanisms as necessary to meet the performance guideline.

9-4-6 **Observation:** Cabinet doors or drawers are cracked.

Performance Guideline: Panels and drawer fronts shall not crack.

Corrective Measure: The contractor may replace or repair cracked panels and drawer fronts. No contractor action is required if the cracked drawer fronts or panels result from the owner's abuse.

Discussion: Paint or stain on the repaired or replaced panel or drawer front may not match the paint or stain on the existing panels or drawer fronts.

9-4-7 **Observation:** A cabinet door is warped.

Performance Guideline: Cabinet door warpage shall not exceed 1/8-inch as measured diagonally from corner to corner.

Corrective Measure: The contractor may replace or repair warped doors to meet the performance guideline.

9-4-8 **Observation:** Cabinet doors do not align when closed.

Performance Guideline: Gaps between doors should not exceed1/8-inch.

Corrective Measure: The contractor shall adjust doors to meet the performance guideline.

9-4-9. **Observation:** Shrinkage of insert panels of cabinet doors and drawers show raw wood edges.

Performance Guideline: Panels will shrink and expand and may expose unpainted or unfinished surface.

Corrective Measure: None.

Countertops

9-5-1 **Observation:** High-pressure laminate on a countertop is delaminated.

Performance Guideline: Countertops fabricated with high-pressure laminate coverings shall not delaminate.

Corrective Measure: The contractor will repair or replace delaminated coverings, unless the delamination was caused by the owner's misuse or negligence.

Discussion: Owners should refrain from leaving any liquids near the countertop seams or allowing the surface to become excessively hot.

9-5-2. Observation: The surface of high-pressure laminate on countertop is cracked or chipped.

Performance Guideline: Countertops shall be free of cracks and chips at the time of substantial completion of the job. Cracks or chips occurring after acceptance of the job are the owner's responsibility.

Corrective Measure: The contractor will repair or replace cracked or chipped countertops only if they are reported prior to acceptance of the job.

9-5-3 Observation: Solid surface countertops are visibly scratched.

Performance Guideline: At the time of substantial completion of the project, solid surface countertops shall be free of scratches visible from 6 feet away under normal lighting conditions.

Corrective Measure: The contractor shall repair scratches in the countertop to meet the performance guideline.

9-5-4 Observation: A countertop is not level.

Performance Guideline: Countertops shall be no more than 3/8-inch in 10 feet out of parallel with the floor. *Remodeling Specific: For projects where the floor is out of level, the countertop may be installed proportionately out of level.*

Corrective Measure: The contractor will make necessary adjustments to meet the performance guideline.

Discussion: *Remodeling Specific: In remodeling projects, many times the rooms are out of square, walls are not plumb, and floors are not level. Cabinets and countertops may have to be shimmed or otherwise adjusted to make the cabinets and countertops fit together properly. Cabinets may not fit flush against the walls on the ends or bottoms and may not fit flat against the floor: The contractor should explain the aesthetic options to the owner and select the best option with the owner.*

9-5-5 Observation: A tile countertop has uneven grout lines.

Performance Guideline: Grout lines should be straight and fairly consistent in width. However, if working with hand made tiles or tiles with broken edges grout lines may vary in width and straightness.

Corrective Measure: If applicable the contractor shall make corrections as necessary to bring the grout lines into compliance with the performance guideline.

Discussion: Different tiles require different widths of grout lines. Some tiles are designed to have varied-width grout lines.

9-5-6 **Observation:** Tile countertop grout lines are cracked.

Performance Guideline: Tile grout is a cement product and is subject to cracking. Cracks that result in loose tiles or gaps in excess of 1/16-inch shall be repaired.

Corrective Measure: The contractor will repair the grout lines by adding grout, caulking, or replacing grout one time. New grout may not perfectly match previously grouted areas.

9-5-7 **Observation:** A granite, marble, stone, or solid surface countertop is cracked at the time of substantial completion of the project.

Performance Guideline: Cracks at the time of substantial completion are considered unacceptable.

Corrective Measure: If the crack is found to be caused as a result of faulty installation or product, the contractor will repair or replace the countertop.

Discussion: Some granite, marble or stone have natural cracks and crevices these are allowed within the Performance Guideline and are not to be considered a defect. Some granite, marble and stones may develop cracks and crevices after substantial completion of the project and are not to be considered defects if properly installed.

9-5-8 **Observation:** A granite, marble, stone, or solid surface countertop has texture or color variations.

Performance Guideline: Color variations are acceptable. The contractor has no responsibility for countertop texture or color variations when the owner selects the material.

Corrective Measure: No action is required of the contractor.

9-5-9 **Observation:** A granite, marble, stone, or solid surface countertop is chipped at the time of substantial completion of the project.

Performance Guideline: Chips greater than 1/32-inch in width are considered unacceptable.

Corrective Measure: The contractor will repair or replace affected areas to meet the performance guidelines.

9-5-10 **Observation:** The surface of countertop tile has unacceptable lippage of adjoining tile.

Performance Guideline: Lippage greater than 1/16-inch is considered unacceptable, except for materials that are designed with an irregular height (such as hand-made tile).

Corrective Measure: The contractor will repair or replace the tile to meet the performance guideline.

9-5-11 **Observation:** A solid surface or laminate countertop has a bubble, bum, stain, or other damage.

Performance Guideline: Solid surface or laminate countertops shall be free of bubbles, bums, or stains at the time of substantial completion of the project.

Corrective Measure: The contractor will repair or replace the countertop to meet the performance guideline.

Discussion: Solid surface and laminate products may be subject to damage by hot surfaces placed on or near the product. The owner is responsible for maintaining the countertop and protecting it from damage.

Interior Wall Finish

Lath and Plaster

9-6-1 **Observation:** Cracks are visible on a finished wall or ceiling.

Performance Guideline: Cracks shall not exceed 1/16-inch in width. *Remodeling Specific: See Note at beginning of chapter*.

Corrective Measure: One time only, the contractor will repair cracks exceeding 1/16-inch in width. The contractor will touch up paint on repaired areas if the contractor was responsible for the original interior painting. A perfect match between original and new paint cannot be expected and the contractor is not required to paint an entire wall or room.

Gypsum Wallboard

9-6-2. **Observation:** Nail pop, blister, or other blemish is visible on finished wall or ceiling.

Performance Guideline: Slight "imperfections" such as nail pops, seam lines and cracks not exceeding 1/16-inch in width are common in gypsum wallboard installations and are considered acceptable. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor will repair such blemishes only once during the warranty period. The contractor will touch up paint-repaired areas if the contractor was responsible for the original interior painting. A perfect match between original and new paint cannot be expected, and the contractor is not required to paint an entire wall or room. The contractor is not required to repair defects that are covered by wallpaper or other wall coverings.

Discussion: When drywall has been placed on lumber surfaces which are subject to shrinkage and warpage and which are not perfectly level and plumb, problems often occur through stress and strain placed on drywall during the stabilization of the lumber, which is inherent in the construction of the home. Due to the initial stabilization problem that exists with the new home, it is impossible to correct each defect as it occurs, and it is essentially useless to do so. The entire house will tend to stabilize itself. Some imperfections will not be visible under normal lighting but will become apparent under strong, high or diagonal lighting or strong sunlight. These imperfections are not to be considered defects. Nail and screw pops, showing seam lines and spackle cracks result from wood shrinkage, normal settlement and changes in temperature and humidity. These factors are normal and beyond the contractor's control, they should not be considered defects or unusual.

9-6-3 **Observation:** Cracked corner bead, excess joint compound, trowel marks, or blisters in tape joints are observed on the drywall surface.

Performance Guideline: Defects resulting in cracked corner bead, trowel marks, excess joint compound or blisters in tape are considered unacceptable. *Remodeling Specific: See Note at beginning of chapter*.

Corrective Measure: The contractor shall repair the affected area of the wall to meet the performance guideline one time within the warranty period.

9-6-4 **Observation:** Joints protrude from the surface.

Performance Guideline: Any joints that are visible from a distance of 6 feet under normal lighting conditions are considered unacceptable. *Remodeling Specific*: *See Note at beginning of chapter*.

Corrective Measure: One time only, the contractor will repair affected areas.

Discussion: Joints often occur in long walls, stairwells, and areas of two-story homes where framing members have shrunk and caused the drywall to protrude.

9-6-5 **Observation:** The texture of gypsum wallboard does not match.
Performance Guideline: Any variations that are readily visible from a distance of 6 feet under normal lighting conditions are considered unacceptable. *Remodeling Specific: See Note at beginning of chapter*.

Corrective Measure: The contractor will repair the affected area to meet the guideline.

Discussion: There will usually be some variation in texture between the wall board and the joint compound.

9-6-6 **Observation:** Angular gypsum wallboard joints are uneven.

Performance Guideline: This is a natural condition that occurs with randomly applied materials. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: No action is required of the contractor. This is a common condition.

9-6-7 **Observation:** Drywall is cracked.

Performance Guideline: Drywall cracks greater than 1/16-inch in width are considered unacceptable. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: One time only, the contractor will repair cracks and touch up paint in affected areas. The texture and paint color may not exactly match the existing texture and paint color.

9-6-8 **Observation:** Blown or textured ceilings have uneven textures.
Performance Guideline: This is a common condition that occurs with randomly applied materials. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: No action is required of the contractor. This is a common condition.

Paint, Stain, and Varnish

9-6-9 **Observation:** Interior paint does not "cover" the underlying surface.

Performance Guideline: The surface being painted shall not show through new paint when viewed from a distance of 6 feet under normal lighting conditions. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor will recoat affected areas as necessary to meet the guidelines as closely as practical.

9-6-10 **Observation:** An interior surface is spattered with paint.

Performance Guideline: Paint spatters shall not be readily visible on walls, woodwork, floors, or other interior surfaces when viewed from a distance of 6 feet under normal lighting conditions. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor will remove paint spatters to meet the performance guideline.

9-6-11 **Observation:** Brush marks show on interior painted surface.
Performance Guideline: Brush marks shall not be readily visible on interior painted surfaces when viewed from a distance of 6 feet under normal lighting conditions. *Remodeling Specific: See Note at beginning of chapter*.

Corrective Measure: The contractor will refinish as necessary to meet the performance guideline and match affected areas as closely as practical.

9-6-12 **Observation:** Lap marks show on interior painted or stained areas.

Performance Guideline: Lap marks shall not be readily visible on interior painted or stained areas when viewed from a distance of 6 feet under normal lighting condi-tions. *Remodeling Specific: See Note at beginning of chapter*.

Corrective Measure: The contractor will refinish as necessary to meet the guideline and match affected areas as closely as practical.

9-6-13 **Observation:** Interior painting, staining, or refinishing is required because of repair work.

Performance Guideline: A perfect match between original and new paint cannot be expected. Repairs required under these performance guidelines shall be finished to match the immediate surrounding areas as closely as practical. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: Where the majority of the wall or ceiling area is affected, the area will be painted from break line to break line. The contractor is not required to paint an entire room.

Discussion: The contractor is only responsible if he or she painted the home as part of the original contract.

9-6-14 **Observation:** Resin has bled through the paint on interior trim.

Performance Guideline: This is a common condition that can be expected to occur with natural materials such as wood. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: No action is required of the contractor. This is a common condition.

9-6-15 **Observation:** Varnish or clear lacquer finishes have deteriorated.

Performance Guideline: Clear finishes on interior woodwork shall not deteriorate during the warranty period.

Corrective Measure: The contractor will retouch affected areas of clear-finish interior woodwork and match the original finish as closely as practical; provided the owner has not used improper cleaning materials, including ammonia, or other improper methods.

Discussion: Finishes on window sills with south facing exposure may deteriorate due to climatic conditions.

Wallpaper and Vinyl Wall Coverings

9-6-16 Observation: The wall covering has peeled.

Performance Guideline: The wall covering shall not peel off the walls. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor will reattach or replace the loose wall covering if the contractor installed the covering.

Discussion: Wallpaper applied in high moisture areas is exempted from this guideline because the problem results from conditions beyond the contractor's control.

9-6-17 Observation: Patterns in wall covering are mismatched.

Performance Guideline: Patterns in wall coverings shall match. Irregularities in the patterns themselves are the manufacturer's responsibility. *Remodeling Specific: See Note at beginning of* chapter. *The guideline does not apply if material is installed on existing out-of-plumb walls or where trim is not square with corners.*

Corrective Measure: The contractor shall correct the wall covering to meet the performance guidelines.

FLOOR FINISHES
-Coverage 1st Year Only, Workmanship and Materials

Carpeting

10-1-1 Observation: Carpet does not meet at the seams.

Performance Guideline: It is not unusual for carpet seams to show. However, a visible gap at the seams is considered unacceptable.

Corrective Measure: If the carpet was installed by the contractor, the contractor will eliminate visible gaps at carpet seams.

10-1-2 Observation: Carpeting loosens, or the carpet stretches.

Performance Guideline: When stretched and secured properly, wall-to-wall carpeting installed as the primary floor covering shall not come up, loosen, or separate from the points of attachment.

Corrective Measure: If the carpeting was installed by the contractor, the contractor will restretch or resecure the carpeting, once during the first year, as necessary to meet the guidelines.

10-1-3 Observation: Carpeting is faded or discolored.

Performance Guideline: Fading or discoloration of carpet is a manufacturer's responsibility.

Corrective Measure: No action is required of the contractor.

Discussion: Fading or discoloration may result from the owner spilling liquids on the carpet, exposure to sunlight, or the owner's failure to properly maintain the carpet.

10-1-4 Observation: Dead spots are observed in padding areas below the carpet surface.

Performance Guideline: Carpeted areas shall have full coverage of padding consistently throughout the flooring area.

Corrective Measure: The contractor will repair/replace padding in the affected areas to meet the performance guidelines.

Roll Vinyl and Resilient Tile Flooring

10-2-1 Observation: Nail pops are observed on the surface of resilient flooring.

Performance Guideline: Readily visible nail pops on resilient flooring are considered unacceptable.

Corrective Measure: The contractor will repair the nail pops that are readily visible.

Discussion: The contractor will repair or replace, at the contractor's option, the resilient floor covering in the affected areas with similar materials. The contractor is not responsible for discontinued patterns or color variations when replacing the floor covering.

10-2-2 Observation: Depressions or ridges are observed in resilient flooring because of sub floor irregularities.

Performance Guideline: Readily apparent depressions or ridges exceeding 1/8-inch shall be repaired. The ridge or depression measurement is taken at the end of a 6-inch straightedge centered over the depression or ridge with 3 inches of the straightedge held tightly to the floor on one side of the affected area. Measure under the straightedge to determine the depth of the depression or height of the ridge.

Corrective Measure: The contractor will take corrective action as necessary to bring the affected area within the acceptable tolerance so that the depression or ridge is not readily visible and is not more than 1/8-inch. The con-tractor will not be responsible for discontinued patterns or color variations when replacing the floor covering.

Discussion: Contractor is not responsible for homeowner neglect or abuse or installations performed by others.

10-2-3 Observation: Resilient flooring has lost adhesion.

Performance Guideline: Resilient flooring shall not lift, bubble, or detach.

Corrective Measure: At the contractor's option, the contractor will repair or replace the affected resilient flooring as necessary. The contractor is not responsible for discontinued patterns or color variations when replacing the floor covering.

10-2-4 Observation: Seams or shrinkage gaps show at vinyl flooring joints.
Performance Guideline: Gaps at joints/seams in vinyl flooring shall not exceed 1/16-inch in width. Where dis-similar materials abut, the gaps shall not exceed l/16-inch.

Corrective Measure: At the contractor's option, the contractor will repair or replace the vinyl flooring as necessary to meet the performance guideline. The contractor will not be responsible for discontinued patterns or color variations when replacing the floor covering.

Discussion: Proper repair can be accomplished by sealing the gap with seam sealer.

10-2-5 Observation: Bubbles are observed on roll vinyl flooring.

Performance Guideline: Bubbles resulting from trapped air and that protrude higher than l/16-inch from the floor is considered unacceptable.

Corrective Measure: The contractor will repair the floor to meet the guideline.

Discussion: The performance guideline does not apply to perimeter attached vinyl floors.

10-2-6 Observation: The patterns on roll vinyl flooring are misaligned.

Performance Guideline: Patterns at seams between adjoining pieces shall be aligned to within l/16-inch.

Corrective Measure: The contractor will correct the flooring to meet the performance guideline.

10-2-7 Observation: A resilient floor tile is loose.

Performance Guideline: Resilient floor tiles shall be securely attached to the floor.

Corrective Measure: The contractor will attach loose resilient floor tiles securely to the floor. The old adhesive will be removed if necessary to resecure the tiles.

10-2-8 Observation: The corners or patterns of resilient floor tiles are misaligned.

Performance Guideline: The corners of adjoining resilient floor tiles shall be aligned to within l/8-inch. Misaligned patterns are not covered unless they result from improper orientation of the floor tiles.

Corrective Measure: The contractor will correct resilient floor tiles with misaligned corners to meet the performance guideline.

10-2-9 Observation: Yellowing is observed on the surface of vinyl sheet goods after installation and before substantial completion of the project.

Performance Guideline: The contractor shall install vinyl flooring per the manufacturer's instructions.

Corrective Measure: Yellowing resulting from a manufacturer's defect or from the owner's misuse or lack of maintenance is not covered by the contractor.
Discussion: Some chemical compounds, such as the tar residue from a recently paved asphalt driveway, may cause a chemical reaction with the flooring material and result in permanent damage to the floor. The owner is responsible for the proper use and maintenance of the floor. Yellowing caused by the owner's improper use of or inadequate maintenance of the floor is not the contractor's or the manufacturer's responsibility.

Wood Flooring

10-3-1 Observation: Gaps exist between strip hardwood floorboards.

Performance Guideline: Gaps between strip hardwood floorboards shall not exceed l/8-inch in width at the time of installation.

Corrective Measure: The contractor will repair gaps that do not meet the performance guideline.

Discussion: Wood floors are subject to shrinkage and swell due to seasonal variations in the humidity level of home. While boards may be installed tight together, gaps or separations may appear during heating seasons or periods of low humidity. Gaps or separations that close during non-heating seasons are not considered deficiencies. Homeowners should be familiar with the recommended care and maintenance requirements of their wood floor. Repeated wetting and drying, or wet mopping, may damage wood finishes. Dimples or scratches can be caused by moving furniture or dropping heavy objects, and certain high heel style shoes may cause indentations. These conditions are not covered by this Warranty. Relative humidity of the home can cause noticeable fluctuations in gaps between floor boards. This is a normal phenomenon in spaces that experience significant shifts in humidity. The owner is responsible for maintaining proper humidity levels in the home. Proper repair can be affected by filling the gap.

10-3-2 **Observation:** Strip hardwood floor boards are cupped.

Performance Guideline: Cups in strip hardwood floorboards shall not exceed 1/16-inch in height in a 3-inch maximum span measured perpendicular to the long axis of the board. Cupping caused by exposure to moisture beyond the contractor's control is not covered.

Corrective Measure: The contractor will correct or repair cupped boards to meet the performance guideline.

Discussion: The owner is responsible for proper maintenance of the floor and for maintaining proper humidity levels in the home.

10-3-3 **Observation:** Excessive lippage is observed at the junction of prefinished wood flooring products.

Performance Guideline: Lippage greater than 1/16-inch is considered unacceptable.

Corrective Measure: The contractor will repair lippage in the affected areas to meet the performance guideline

10-3-4 **Observation:** Voids ("holidays") are observed in the floor finish.

Performance Guideline: Voids that are readily visible from a distance of 6 feet under normal lighting conditions are considered unacceptable.
Corrective Measure: The contractor will repair the floor finish in the affected area(s) to meet the performance guideline.

10-3-5 Observation: The top coating on hardwood flooring has peeled.

Performance Guideline: Field-applied coating shall not peel during normal usage. Prefinished coatings are the manufacturer's responsibility.

Corrective Measure: The contractor shall refinish any field-applied finishes that have peeled.

Discussion: The owner should contact the manufacturer regarding factory-applied finishes that have peeled.

10-3-6 Observation: Strip flooring has crowned.

Performance Guideline: Crowning in strip flooring shall not exceed 1/16-inch in depth in a 3-inch maximum span when measured perpendicular to the long axis of the board.

Corrective Measure: The contractor will repair the affected area to meet the performance guideline.

10-3-7 Observation: Hardwood flooring has buckled from the substrate.

Performance Guideline: Hardwood floor should not become loose from the substrate.

Corrective Measure: The contractor will repair the affected area to meet the performance guideline.

10-3-8 Observation: Unacceptable knots and color variations are observed in strip hardwood flooring.

Performance Guideline: The contractor will install the grade of hardwood specified for the project. All wood should be consistent with the grading stamp as specified.

Corrective Measure: The contractor shall replace any improperly graded wood.

Discussion: Hardwood is a natural product and consequently can be expected to exhibit variations in color, grain, and stain acceptance.

10-3-9 Observation: Slivers or splinters are observed in strip flooring.

Performance Guideline: Slivers or splinters that occur during the installation of the flooring are considered unacceptable.

Corrective Measure: The contractor will repair flooring in the affected areas to meet the performance guideline.

Discussion: Slivers or splinters that occur during installation can be shaved and the area filled prior to sanding and finishing.

10-3-10 Observation: "Sticker bum" is observed on the surface of strip flooring.

Performance Guideline: Discoloration from stacking strips in hardwood flooring is considered unacceptable in certain grades of flooring.
Corrective Measure: The contractor shall repair or replace areas with sticker bum if they are not permitted in the grade of wood specified for the project.

Tile, Brick, Marble, and Stone Flooring

10-4-1 Observation: Tile, brick, marble, or stone flooring is broken or loosened.

Performance Guideline: Tile, brick, marble, and stone flooring shall not be broken or loose.

Corrective Measure: The contractor will replace broken tiles, bricks, marble, and stone flooring, and resecure loose tiles, bricks, marble, and stone, unless the flooring was damaged by the owner's actions or negligence. The contractor is not responsible for discontinued patterns or color variations when replacing tile, brick, marble, or stone flooring.

10-4-2 Observation: Cracks are observed in the grouting of tile joints or at the junctures with other materials, such as a bathtub.

Performance Guideline: Cracks in grouting of ceramic tile joints commonly result from normal shrinkage conditions. Cracks that result in loose tiles or gaps in excess of 1/16-inch shall be repaired.

Corrective Measure: The contractor will repair grouting, if necessary, one time only. The contractor is not responsible for color variations or discontinued colored grout. The owner is responsible for regrouting these joints after the contractor's one-time repair.
Discussion: The use of an elastic substance at junctures between tile and other materials is often more effective than grout.

10-4-3 Observation: There is excessive lippage at adjoining marble or ceramic tile.

Performance Guideline: Lippage greater than 1/16-inch is considered unacceptable, except where the materials are designed with an irregular height (such as hand-made tile).

Corrective Measure: The contractor will repair lippage in the affected areas to meet the performance guideline.

Discussion: Lippage is the vertical distance between floor tiles or marble tiles at the point where they abut one another.

10-4-4 Observation: A grout or mortar joint is not a uniform color.

Performance Guideline: After the grout has cured, any color variation that is readily visible from a distance of 6 feet under normal lighting conditions is considered unacceptable.

Corrective Measure: One time only, the contractor will repair the joint to meet the performance guideline.

Discussion: When grout repairs are done a perfect match between the original grout and new grout cannot be expected. The contractor is not required to re-grout an entire floor, wall or room.

Miscellaneous
-Coverage 1st Year Only, Workmanship and Materials

Fireplace and Wood Stove

11-1-1. Observation: Fireplace or chimney does not consistently draw properly.

Performance Guideline: A properly designed and constructed fireplace and chimney shall function correctly.

Corrective Measure: The contractor shall correct as necessary if the problem is caused by a design or construction flaw.

Discussion: High winds can cause temporary negative or down drafts. Negative drafts can also be caused by obstructions such as tree branches, steep hillsides, adjoining homes, and interior furnaces.

11-1-2 Observation: The chimney is separated from the structure.

Performance Guideline: Newly built fireplaces will often incur slight amounts of separation. The amount of separation from the main structure shall not exceed 1/2-inch in any ten-foot vertical measurement.

Corrective Measure: The contractor will repair gaps that do not meet the performance guideline.

Discussion: Proper repair can be affected by caulking unless the cause of the separation is due to a structural failure of the chimney foundation itself. In that case, caulking is unacceptable.

11-1-3 Observation: The firebox paint is damaged by a fire in the fireplace.

Performance Guideline: Heat and discoloration is a common occurrence.

Corrective Measure: No action is required of the contractor.

Discussion: The owner should obtain the proper paint from the manufacturer if he or she chooses to touch up the interior of the firebox for aesthetic reasons.

11-1-4 Observation: A firebrick or mortar joint is cracked.

Performance Guideline: Heat and flames from normal fires can cause cracking.

Corrective Measure: No corrective action is required of the contractor.

11-1-5 Observation: A simulated firebrick panel has cracked.

Performance Guideline: This is a common condition.

Corrective Measure: No corrective action is required of the contractor.

11-1-6 Observation: Rust is observed on the fireplace damper.

Performance Guideline: This is a common condition.

Corrective Measure: No corrective action is required of the contractor.

Concrete Stoops and Steps

11-2-1. Observation: Stoops or steps have settled, heaved, or separated from the house structure.

Performance Guideline: Stoops and steps shall not settle, heave in excess of 1 inch, or separate in excess of
1 inch from the house structure.

Corrective Measure: The contractor will take whatever corrective action is required to meet the performance guideline.

11-2-2 Observation: Water remains on stoops or steps after rain has stopped.

Performance Guideline: Water shall drain off outdoor stoops and steps. Minor amounts of water can be expected to remain on stoops and steps for up to 24 hours after rain.

Corrective Measure: The contractor will take corrective action to ensure proper drainage of stoops and steps.

Garage

11-3-1 Observation: The garage floor slab is cracked.

Performance Guideline: Cracks in concrete garage floor greater than 3/16-inch in width or 1/8-inch in vertical displacement are unacceptable.

Corrective Measure: The contractor shall repair to meet the performance guideline.

Discussion: Proper repair can be affected by thoroughly cleaning, filling, and troweling the surface using latex-fortified cement mixture or other materials designed to fill cracks and bond concrete.

11-3-2. Observation: Garage concrete floor has settled, heaved, or separated.

Performance Guideline: The garage floor shall not settle or heave in excess of 1 inch, or separate in excess of 1 inch from the structure.

Corrective Measure: The contractor will take whatever corrective action is required to meet the performance guideline.

Discussion: The repaired area may not match the existing floor in color and texture.

11-3-3 Observation: Garage doors fail to operate properly under normal use.

Performance Guideline: Garage doors shall operate properly.
Corrective Measure: The contractor will correct or adjust garage doors as required, except where the owner's actions or negligence caused the problem.

Discussion: The contractor is not responsible for the door operation if the owner has installed a garage door opener.

11-3-4 Observation: Garage doors allow the entry of snow or water.

Performance Guideline: Garage doors shall be installed as recommended by the manufacturer. Some snow or water can be expected to enter under normal conditions.

Corrective Measure: The contractor will adjust or correct the garage doors to meet the manufacturer's installation instructions.

Driveways and Sidewalks

11-4-1. Observation: Asphalt driveway develops cracks.

Performance Guideline: This is a normal condition.

Corrective Measure: None.

11-4-2 Observation: Standing water is observed on an asphalt pavement surface.

Performance Guideline: Standing water greater than1/8-inch in depth shall not remain on the surface 24 hours after a rain. It is not unusual to have some standing water after heavy rains.
Corrective Measure: The contractor shall repair or replace the affected area to meet the guideline if the warranty covers the driveway. Patched areas will generally be noticeable and not blend in with the rest of the driveway.

11-4-3 Observation: Exterior concrete flat work is pitting or spalling. Pitting is evidenced by concrete that has flaked or peeled from the outer surface. Spalling is evidenced by concrete that has chipped.

Performance Guideline: Exterior concrete surfaces shall not pit, spall or disintegrate. Aggregate pops are normal; minor scaling is not controllable at all.

Corrective Measure: The contractor will repair defective concrete surfaces using materials designed for this purpose. The contractor is not responsible for deterioration caused by salt, chemicals, mechanical implements, or other factors beyond the contractor's control.

Wood Decks

11-5-1 Observation: A wood deck is springy or shaky.

Performance Guideline: All structural members in a wood deck shall be sized, and fasteners spaced, according to appropriate building codes and manufacturers' instructions.

Corrective Measure: The contractor will reinforce or modify, as necessary, any wood deck not meeting the performance guidelines.
Discussion: Deflection may indicate insufficient stiffness in the lumber, or may reflect an aesthetic consideration independent of the strength and safety requirements of the lumber. Structural members are required to meet standards for both stiffness and strength. When an owner's preference is made known before construction, the contractor and the owner may agree upon a higher standard.

11-5-2 Observation: The spaces between decking boards are not uniform.

Performance Guideline: The spaces on opposite sides of individual deck boards shall not differ in average width by more than 3/16-inch at the time of substantial completion of the project, unless otherwise agreed upon by the owner and the contractor.

Corrective Measure: One time only, the contractor will realign or replace decking boards to meet the performance guideline.

Discussion: The spaces will naturally tend to change over time because of shrinkage and expansion of individual boards. The contractor is only responsible for correct spacing at the time of substantial completion of the project.

11-5-3 Observation: The railings on wood decking contain slivers in exposed areas.

Performance Guideline: Railings on wood decks shall not contain slivers longer than 1/8-inch in exposed areas at the time of substantial completion of the project.
Corrective Measure: One time only; the contractor will repair railings as necessary to remove slivers prior to substantial completion of the project. Repair of slivers after that time is an owner maintenance responsibility.

Discussion: Slivers can develop when unprotected wood weathers. The proper finishing of wood surfaces helps prevent slivers from forming.

11-5-4 Observation: A wood deck is out of level.

Performance Guideline: No point on the deck surface shall be more than l/2-inch higher or lower than any other deck surface point within 10 feet on a line parallel to the house, or in proportional multiples of the preceding dimensions (unless a slope is incorporated in the design). *Remodeling Specific: The owner and contractor may agree to intentionally build a wood deck out of level in order to match or compensate for inaccuracies in the existing structure.*

Corrective Measure: The contractor will repair the deck as necessary to meet the performance guideline.

Discussion: A slope of approximately l/8-inch per foot is desirable in the perpendicular direction to shed water and prevent ice build-up.

11-5-5 Observation: Wood decking boards are split, warped, or cupped.

Performance Guideline: At the time of substantial completion of the project, splits, warps, and cups in wood decking boards shall not exceed the allowances established by the official grading rules issued by the agency responsible for the lumber species specified for the deck boards.

Corrective Measure: The contractor will replace decking boards as necessary to meet the performance guidelines

11-5-6 Observation: A wood deck has stain color variations.

Performance Guideline: Stain color variations are not acceptable if they result from improper stain application or failure to mix the stain properly. Stain color variations resulting from other causes-such as weathering or varying porosity of the wood used to build the deck-are common and are not covered by this guideline.

Corrective Measure: The contractor will restain the affected area to meet the performance guideline.

11-5-7 Observation: A nail head protrudes from a wood decking board.

Performance Guideline: Nail heads shall not protrude from the floor of the wood deck at the time of substantial completion of the project.

Corrective Measure: The contractor will refasten nails whose heads protrude from the floor of the deck so that the heads are flush with the surface.

Discussion: Nails should be driven flush when the deck is installed, but they may pop from the deck over time as the wood shrinks and expands.

11-5-8 Observation: Nails on a wood deck are "bleeding."

Performance Guideline: Nail stains extending more than 1/2-inch from the nail and readily visible from a distance of more than 3 feet are not acceptable.

Corrective Measure: The contractor will eliminate nail stains to meet the performance guideline.

Discussion: This guideline does not apply if "natural weathering" or semi-transparent stains are specified.

11-5-9 Observation: A wood deck railing lacks rigidity.

Performance Guideline: Wood deck railings shall be attached to structural members in accordance with applicable building codes.

Corrective Measure: The contractor will repair wood deck railings as necessary to comply with applicable building codes.

Landscaping
-Coverage 1st Year Only, Workmanship and Materials

Note: Moving or protecting plants, trees, shrubs, and any other landscaping items prior to and during construction are the responsibility of the owner and must be dealt with before construction begins. Other handling of these items must be specified in the contract to designate the responsible party.

12-0-1 **Observation:** Tree stumps have been left in a disturbed area of the property.
Performance Guideline: If tree stumps were on the property in the disturbed area prior to the substantial completion of the project, the contractor is responsible for their removal.

Corrective Measure: The contractor will remove the stumps from the area.

12-0-2 **Observation:** Dead shrubs, plants, trees, or sod planted in disturbed area of property.

Performance Guideline: Any shrub, plant, tree, or sod planted by the contractor as part of the landscape package that are alive as of the acceptance of the project and die after that acceptance are not the responsibility of the contractor.

Corrective Measure: None.

12-0-3 **Observation:** Grass seed does not germinate.

Performance Guideline: Germination is dependent on certain climatic conditions, which are beyond the contractor's control.

Corrective Measure: The contractor is only responsible for seeding per the supplier's instructions.

Discussion: After installation, proper lawn and landscape care are the owner's responsibility.

12-0-4 **Observation:** Outdoor plants moved during work die after substantial completion of the project.
Performance Guideline: Plants that must be physically transported during the work shall be moved, maintained, and replanted by the owner.

Corrective Measure: No action is required of the contractor.

Discussion: The contractor shall not be responsible for delays in the schedule when plants are moved by the owner.

Systems: First and Second Years
Plumbing System
-Coverage 1st and 2nd Year, Systems

Note: Remodeling Specific: The contractor is responsible only for areas of the property worked on and specified in the contract, and not for the entire house.

Water Supply System

13-1-1 Observation: The water supply system fails to deliver water.

Performance Guideline: All on-site service connections to the municipal water main or private water supply are the responsibility of the contractor. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor will repair the water supply system if the failure results from improper installation or failure of materials and if the connections are a part of the construction agreement. Conditions beyond the control of the contractor that disrupt or eliminate the water supply are not covered.

13-1-2 Observation: Pipes leak.

Performance Guidelines: No leaks of any kind shall exist in any soil, waste, vent, or water pipe.

Corrective Measure: The contractor will make repairs to eliminate leakage.

13-1-3 Observation: Water in plumbing pipes freezes, and the pipes burst.

Performance Guideline: Drain, waste, vent, and water pipes shall be adequately protected to prevent freezing as required by the applicable plumbing code for normally anticipated cold weather and in accordance with the de-sign temperatures established by the American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE). *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor will correct situations not meeting the applicable code. The owner is responsible for draining or otherwise protecting pipes and exterior faucets exposed to freezing temperatures.

Discussion: Leaks occurring due to owner's neglect and consequential damage are not contractor's responsibility. The owner is responsible to maintain suitable temperature in the home to prevent pipes from freezing and bursting. Homes which are periodically occupied such as summer homes, or where there will be no occupancy for an extended period of time must be properly winterized or periodically checked to insure that a reasonable temperature is maintained.

Sanitary Sewer or Septic System
-Coverage 1st and 2nd Year, Systems

13-2-1 Observation: Septic system fails to operate properly.

Performance Guideline: Septic system shall function adequately during all seasons, under climatic conditions normal or reasonable anticipated (based on local records) for the location of the home. Septic system shall be designed and installed to comply with applicable, approved code requirements.

Corrective Measure: Contractor will repair, or otherwise correct, a malfunctioning or non operating system, if failure is caused by inadequate design, faulty installation, or other cause relating to actions of the builder or contractors or subcontractors under the contractor's control. Contractor will not be responsible for system malfunction or damage which is caused by owner negligence, lack of system maintenance, or other causes attributable to actions of the owner or other owner's contractors, not under the control of the contractor, including, but not necessarily limited to: the addition of fixtures, items of equipment, appliances or other sources of waste or water to the plumbing system served by the septic system; and damage, or changes, to the septic system installation or surrounding soil conditions critical to the system's functioning.

13-2-2 Observation: Sewers, fixtures, or drains are clogged.

Performance Guideline: Sewers, fixtures, and drains shall drain. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor will not be responsible for sewers, fixtures, and drains that are clogged because of the owner's actions or negligence. If a problem occurs, the owner should consult the contractor for corrective action. If defective installation is the cause, the contractor is responsible for correcting the problem. If the owner's actions or negligence is the cause, the owner is responsible for correcting the problem.

Discussion: With respect to septic systems, owner actions that constitute negligence under this guideline include but are not limited to the following:

- Connection of sump pump, roof drains, or backwash from a water conditioner into the system.
- Placement of nonbiodegradable items into the system.
- Use of a food waste disposer not supplied or approved by the contractor the contractor.
- Placement of surfaces not permeable to water over the disposal area of the systems.
- Allowing vehicles to drive or park over the disposal area of the system.

- Failure to pump out the septic tank periodically, as required.
- Use, which exceeds the system's design standards.

Heating, Ventilating and Air Conditioning (HVAC) System –Coverage 1st and 2nd Year, Systems

Note: Remodeling Specific: The contractor is responsible only for areas of the property worked on and specified in the contract, and not for the entire house.

Heating System

14-1-1 Observation: The heating system is inadequate.

Performance Guideline: The heating system shall be capable of producing an inside temperature of 70 degrees Fahrenheit, as measured in the center of each room at a height of 5 feet above the floor under local, outdoor winter design conditions as specified in the ASHRAE Handbook: Fundamentals. National, state, or local energy codes shall supersede this performance guideline where such codes have been locally adopted. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor will correct the heating system to provide the required temperature in accordance with the performance guideline or applicable code specifications. The contractor will re-balance a warm air system once during the first heating season. However, the owner will be responsible for balancing the system thereafter and for adjusting dampers and registers and for making other minor adjustments.

Discussion: For new living spaces created by remodeling jobs, heating guidelines may not apply to areas where living space has been created without resizing the HVAC system.

Central Air-Conditioning System

14-2-1 Observation: Cooling of rooms is inadequate.

Performance Guideline: If air-conditioning is installed by the contractor, the cooling system shall be capable of maintaining a temperature of 78 degrees Fahrenheit, as measured in the center of each room at a height of 5 feet above the floor under local outdoor summer design conditions as specified in the ASHRAE Handbook: Fundamentals. In the case of outside temperatures exceeding 95 degrees Fahrenheit, the system shall keep the inside temperature 15 degrees Fahrenheit cooler than the outside temperature. National, state, or local codes shall supersede this guideline where such codes have been locally adopted. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor will correct the cooling system to provide the required temperature in accordance with the performance guideline or applicable code specifications. The contractor will re-balance an air-conditioning system once during the first cooling season. However, the owner will be responsible for balancing the system thereafter and for adjusting dampers and registers and for making other minor adjustments.

Discussion: For new living spaces created by remodeling jobs, heating guidelines may not apply to areas where living space has been created without resizing the HVAC system.

14-2-2 Observation: There is a refrigerant leak.

Performance Guideline: Refrigerant lines and fittings shall not leak during normal operation. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor will repair leaking refrigerant lines and recharge the air-conditioning unit unless the damage was caused by the owner's actions or negligence.

Ventilation System
-Coverage 1st and 2nd Year, Systems

14-3-1 Observation: The ductwork is separated or detached.

Performance Guideline: Ductwork shall remain intact and securely fastened. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor will reattach and secure all separated or unattached ductwork.

14-3-2 Observation: The ductwork makes noises.

Performance Guideline: Ductwork will be constructed and installed in accordance with applicable mechanical code requirements. When metal is heated, it expands, and when cooled, it contracts. The resulting “ticking” or “crackling” sounds generally are to be expected and do not constitute a defect. *Remodeling Specific: See Note at beginning of chapter*.
Corrective Measure: Unless the duct is not in compliance with the local code, no corrective action is required.

14-3-3 Observation: The ductwork produces excessively loud noises commonly known as "oil canning."

Performance Guideline: The stiffening of the ductwork and the thickness of the metal used shall be such that ducts do not "oil can." The booming noise caused by oil canning is considered unacceptable. *Remodeling Specific: See Note at beginning of chapter*.

Corrective Measure: The contractor will correct the ductwork to eliminate noise caused by oil canning.

14-3-4 Observation: The air handler or furnace vibrates.

Performance Guideline: These items shall be installed in accordance with the manufacturer's instructions and applicable codes. *Remodeling Specific: See Note at beginning of chapter*.

Corrective Measure: If installed incorrectly; the contractor will correct the items according to the manufacturer's instructions and code requirements.

Discussion: Under certain conditions some vibrating may be experienced with the normal flow of air, even when air handlers and furnaces are installed correctly. See the manufacturer's instructions.

Electrical System
-Coverage 1st and 2nd Year, Systems

Note: *Remodeling Specific: The contractor is responsible only for areas of the property worked on and specified in the contract, and not for the entire house.*

15-1-1 Observation: Wiring fails to carry its designed load.

Performance Guideline: Wiring shall be capable of carrying the designed load for normal residential use. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor will verify that wiring conforms to applicable electrical code requirements. The contractor will repair wiring not conforming to code.

15-1-2 Observation: Electrical outlets, switches, or fixtures malfunction.

Performance Guideline: All electrical outlets, switches, and fixtures shall operate as designed. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor will repair or replace malfunctioning electrical outlets, switches, and fixtures, if supplied and installed by the contractor.

Major Structure
-Coverage through 6th Year, Material Defects

Load-Bearing Portions of the Home

16-1-1 **Observation:** The failure of any of the following load bearing portions of the home: foundation systems and footings, beams, girders, lintels, columns, structural walls and partitions, floor systems, and roof framing systems. (Note: load-bearing portions do not include, for example: roofing and sheathing, drywall and plaster, exterior siding, brick or stone or stucco veneer, floor covering material, 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 home, electrical systems, plumbing systems, heating or cooling systems, ventilation systems, appliances, fixtures and items of equipment, paint, doors and windows, trim, cabinets, hardware or insulation.)

Performance Guideline: The failure of these load-bearing portions of the home shall not affect their load bearing functions, making the home unsafe, unsanitary or unlivable.

Corrective Measure: The contractor will repair or replace the defective item(s), or will pay the owner the reasonable cost of such repair or replacement. The contractor's total liability is limited to the amount specified in the Limited Warranty. The choice as to repair, replacement or payment is solely that of the contractor.
Repair of defective item(s) is limited to (1) the repair of damage to the load-bearing portions of the home, which are necessary to restore their load-bearing function; and (2) the repair of those items of the home damaged by the material defect, which make the home unsafe, unsanitary or otherwise unlivable.

GLOSSARY OF COMMMON TERMS

AFCI (Arc Fault Circuit Interrupter) – A type of circuit breaker that is designed to reduce the likelihood of fire caused by electrical arcing faults.

beam – A structural member that transversely supports a load.

bifold doors – Doors that are hinged at the center and guided by an overhead track.

blocking – A solid, tight closure used between framing members.

breakline – A dividing point between two or more surfaces.

brick veneer – A non-structural outer covering of brick.

bridging – Wood or metal structural members between horizontal (joists) or vertical (studs) framing that provide lateral rigidity to the members to which applied.

bug holes – Pits, surface voids, and similar imperfections in a concrete wall. Bug holes generally are up to 1 inch wide or deep.

cantilever – Construction that is unsupported at one end and that projects outward from the site of the structure to carry loads from above or below.

ceiling joist – The horizontal structural members to which the ceiling is fastened. Some members may support a floor above.

checking – Cracks in wood.

chimney cap – A metal or masonry surface that covers the top portion of a chimney that prevents the penetration of water.

circuit – The complete path of electricity away from and back to its source.

circuit breaker – A device that automatically interrupts an electrical circuit when it becomes overloaded.

cold joint – A joint in poured concrete that indicates where the pour terminated and continued.

control joint – A joint that is molded or cut in concrete to allow for expansion and contraction and to attempt to control random cracking.

corner bead – A strip of wood or metal fastened over a corner for protection.

crawl space – An area under a home which is not a basement or cellar.

damper – A device used to regulate draft in a furnace or fireplace chimney.

dead spots – Areas below a carpeted surface where padding appears to be missing or improperly installed.

deflection – The amount a truss or beam bends under a load.

dew point – The temperature at which moisture in the air condenses into drops.

disturbed area – Any area adjacent to a dwelling where original vegetation has been altered or removed.

downspout – A pipe that carries rainwater from the roof to the ground or to a sewer connection.

drywall – Gypsum wallboard.

duct – A round or rectangular pipe used to transmit and distribute warm or cool air from a central heating or cooling unit.

eave – The lower or outer edge of a roof that projects over the side walls of a structure.

efflorescence – A white powder that appears on the surface of masonry walls. It is usually caused by moisture reacting with the soluble salts in concrete and forming harmless carbonate compounds.

finish flooring – The top flooring material that covers the subflooring surface; usually carpeting, hardwood, tile, vinyl, etc.

flashing – Strips of metal or plastic material used to prevent moisture from entering roofs, walls, windows, doors, and foundations.

floor joist – A horizontal framing member to which flooring is attached.

footing – A flange-like part at the base of a foundation wall which ties and distributes loads from the foundation into the ground and prevents shifting and settling.

foundation – That part of a building which is below the surface of the ground and on which the superstructure rests.

frost lift – A condition caused by water freezing and causing soil to expand, which can cause two overlying, adjoining surfaces to separate from each other. Frost lift sometimes occurs at the junction of a garage floor and driveway.

GFCI (Ground Fault Circuit Interrupter) – A type of circuit breaker that is extremely sensitive to moisture and changes in resistance to an electrical current flow. A GFCI protects against electrical shock or damage.

gypsum – Hydrous calcium sulphate mineral rock.

gypsum wallboard – See “drywall.”

hardboard – A wood fiber panel with a density range of 50 to 80 pounds per cubic foot. It is made of wood fibers pressed into solid boards by heat and pressure.

hardwood – A term used to designate wood from deciduous trees (which lose their leaves annually).

header – A structural member placed across the top of an opening to support loads above.

hinge-bound – A condition of a passage or entry door where hinge function impedes proper operation.

holidays – Voids or inconsistencies in a finished surface.

honeycomb – Voids in a concrete wall that are larger than bug holes (see “bug holes”).

HVAC – The abbreviation for Heating, Ventilating, and Air Conditioning Systems.

jamb – The side framing or finish material of a window, door, or other opening.

joist – An on-edge-horizontal lumber member, such as a 2x6, 2x8, 2x10, or 2x12, which spans from wall to wall or beam to provide main support for flooring, ceiling, or roofing systems.

junction box – A box that forms junctions between sections of house wiring.

lath – Any material used as a base for plastering or stucco surfacing.

lippage – The difference in surface alignment between two materials.

mortar – An adhesive and leveling material used in brickwork, stone, block, and similar masonry construction.

muntins – Strips of wood, metal, or plastic that divide a window into panes. Muntins can be installed within two pieces of glass or on the surface of the glass.

parging – A rough coat of mortar applied over a masonry wall.

pitch – The degree of incline in a sloped roof or structure.

plumb – A measurement of true vertical.

rafter – Structural members which shape and form the support for the roof deck and the roof covering.

raveling – A condition in which aggregate is loose from asphalt pavement.

register – A louvered device that allows air travel from the ducts into a room.

riser (stairway) – A vertical stair member that supports a tread.

riser (plumbing) – A water pipe that extends vertically one full story or more to convey water to branches or to a group of fixtures.

roof ridge – The apex of a roof system.

scaling – The flaking or peeling away of a surface portion of hardened concrete.

setting – The driving of a fastener flush or below the surface of a material.

shakes – Split wooden shingles that are random in thickness.

sheathing – The application of panels to the face of framing members. Also known as "decking."

shim – A thin, tapered piece of material (usually wood) that is used to adjust or provide support for a member.

sill – A framing member placed on top of and around a foundation to serve as a level base on which to support exterior wall studs.

slab – A concrete floor/surface.

soffitt – The enclosed under surface of an eave.

spalling – The breaking away of a small piece of concrete.

stair skirt – A finishing board that may cover the outside staircase edge.

stud – A vertical framing members.

subflooring – A floor decking material laid on top of the floor joists.

substantial completion of the project – A project has met substantial completion where the areas are functional for their intended use as stated by the contract (except for items noted prior to final presentation), and clean-up on the site has been completed.

sump pump – A pump that is installed in a crawl space, basement, or other low area to discharge water that might collect.

swale – A shallow depression in the ground that is used as a drainway for water.

telegraphing – A condition of a subsurface projecting through the finish material.

tread – A horizontal stair member. A tread is the part you step on when walking up or down stairs.

truss – An engineered assembly of wood or metal components that generally is used to support roofs or floors.

vapor retarder – Plastic film or other material used to limit the amount of moisture vapor that passes through a material or wall assembly.

warranty period – The duration of the applicable warranty provided by the contractor or any other period agreed to by the parties.

weather stripping – Material placed around doors, windows, and other openings to prevent the infiltration of air, dust, rain, etc.

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SCHEDULE E

POWER OF ATTORNEY

POWER OF ATTORNEY

I/(We) residing at _____the owner of Home No. ____in the condominium known as Parsons Corners at Lynbrook Condominium (the "Condominium") covering that certain real property located in the Village of Lynbrook, Town of Lynbrook, Nassau County and State of New York, do hereby nominate, constitute and appoint the persons who may from time to time constitute the Board of Managers (the "Board of Managers") of the Condominium and/or the Sponsor and their successors and/or assigns, my true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in my name and on my behalf for the following actions:

1. To The Board of Managers to acquire, in the Condominium's own name, or in the name of the Board of Managers or the Board of Manager's designee (corporate or otherwise), by deed on behalf of all Homeowners of Homes in the Condominium, any Home whose owner desires to abandon its Home, or which shall be the subject of a foreclosure sale or which may be acquired by deed in lieu of a foreclosure sale, at such price and on such terms as my said attorneys-in-fact shall, in its sole discretion, deem proper and thereafter to convey, sell, lease, sublease, mortgage, vote or otherwise deal with such Home so acquired, at such terms as my attorneys-in-fact may, in its sole and absolute discretion, determine, granting to my attorneys-in-fact the power to do all things in such Home which I could do if I were personally present.

2. To the Board of Managers to take any and all action necessary against any tenant(s) that may be residing in my Home including, but not limited to, the right to seek an eviction in a court of law for failure to adhere to any of the provisions of the Declaration, By-Laws and/or Rules and Regulations of the Condominium.

3. To the Board of Managers to take any and all action necessary to prepare and file real estate tax grievances on behalf of the Homeowners in the Condominium.

4. To the Board of Managers to vote at any Homeowner's meeting for, and to the Board of Managers and/or the Sponsor to file an amendment to the Declaration of Condominium permitting the certification by a registered architect or professional engineer, certifying that the floor plans filed as part of an amended Declaration are an accurate copy of portions of the plans of the building and fully and fairly depict the layout, location, designation and approximate dimensions of the Homes, as built.

5. To the Board of Managers and/or the Sponsor to amend any Filed Map.

6. To the Board of Managers and/or the Sponsor to amend the Declaration to create any utility easements.

7. To the Board of Managers and/or the Sponsor to carry out any of the provisions of the Declaration of Condominium granting a power of attorney to the Board of Managers and/or the Sponsor to take the actions granted therein.

8. To the Board of Managers of the Condominium and/or the Sponsor, to amend the Declaration and the By-Laws of the Condominium for the purposes set forth in Article Tenth, Sections B-3 and C of the Declaration and Article X, Sections (c) and (d) of the By-Laws for the purposes set forth therein.

9. To the Board of Managers and/or the Sponsor the right to make changes or revisions or amendments to the Declaration and By-Laws in order to comply with the requests, guidelines and/or requirements of any major participant in the secondary market for mortgages, including but not limited to the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Federal Housing Association ("FHA") of the Housing and Urban Development ("HUD"), the Veterans Administration ("VA") and/or any State or Local Funding Agencies.

   This power of attorney shall be irrevocable.

IN WITNESS WHEREOF, I (we) have set my (our) hand(s) and seal this _____ day of _____, 20 .

_____

_____

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

On this _____ day of _____ , 20__, before me personally came the person described in and who executed the within Power of Attorney and acknowledged to me that he executed the same.

_____
Notary Public

SCHEDULE F

FORM OF DEED

DEED

THIS INDENTURE made the ___ day of _____, 20__ between 161 UNION LLC, a New York limited liability company having a place of business at 363 Perkins Avenue, Oceanside, NY 11572 Party of the First Part and

Party of the Second Part;

W I T N E S S E T H:

That the Party of the First Part, in consideration of Ten Dollars ($10.00), lawful money of the United States, and other good and valuable consideration, paid by the Party of the Second Part, does hereby grant and release unto the Party of the Second Part, the heirs or successors and assigns of the Party of the Second Part forever,

All that certain piece or parcel of real property, with the improvements therein contained, situate and being a part of a condominium in the Village of Lynbrook, Town of Lynbrook, Nassau County and State of New York, known and designated as Home No. __ together with a _____ undivided interest in the common elements of the condominium hereinafter described as the same is defined in the Declaration of Condominium hereinafter referred to.

The real property above described is a unit shown on the plans of a condominium prepared and certified by _____ and filed in the Office of the Clerk of the County of Nassau on the _ day of _____, 20__, as Map No. _____ defined in the Declaration of Condominium entitled Parsons Corner at Lynbrook Condominium made by 161 Union LLC under Article 9-B of the New York Real Property Law dated ___ _____, 20__ and recorded in the Office of the Clerk of the County of Nassau on the _____ day of _____ , 20__ in Liber ____ of Conveyances at page _ covering the property therein described. The land area of the property is described as follows:

(PROPERTY DESCRIPTION)

TOGETHER with the appurtenances and all the estate and rights of the Party of the First Part in and to said premises.

TOGETHER with the benefits, rights, privileges, easements and subject to the burdens, covenants, restrictions, by-laws, rules, regulations and easements all as set forth in the Condominium Documents filed and recorded as aforesaid.

SUBJECT TO: The provisions of the Declaration, By-Laws, site plan and floor plans of the Condominium as the same may be further amended from time to time by instruments recorded or filed in the Office of the Clerk of the County of Nassau, which provisions, together with any amendments thereto shall bind any person having at any time any interest or estate in the unit, as though such provisions were recited at length herein.

TO HAVE AND TO HOLD the premises herein granted unto the Party of the Second Party, the heirs or successors and assigns of the Party of the Second Part forever.

AND the Party of the First Part covenants that the Party of the First Part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the Party of the First Part, in compliance with Section 13 of the Lien Law, covenants that the Party of the First Part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purposes.

The use for which the Home is intended is that of a one family residence, subject to the applicable governmental regulations.

This conveyance is made in the regular course of business actually conducted by the Party of the First Part.

The word "Party" shall be construed as if it read "Parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the Party of the First Party has duly executed this deed and the Party of the Second Part has duly assumed the mortgage therein referred to, the day and year first above written.

161 UNION LLC

By:_____

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

On this _____ day of _____ in the year 20__ , before me, the undersigned, a Notary Public in and for said state, personally appeared _____ _____ personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the person or the entity upon behalf of which the person(s) acted executed the instrument.

_____
NOTARY PUBLIC

SCHEDULE G

DESCRIPTION
OF
PROPERTY
REPORT

Northcoast Civil LAND SURVEYING & CIVIL ENGINEERING

THOMAS BREMEN, P.L.S.

MICHAEL RANT, P.E.

February 13, 2025

Re: Parsons Corners at Lynbrook Condominium
161 Union Avenue
Lynbrook, NY 11563

A. Location and Use of Property:

(1) The property is situated in the Incorporated Village of Lynbrook, in Nassau County on the northwest corner of Union Avenue and Scranton Avenue.

(2) The property is referenced on the Nassau County Tax Map as Section 42, Block 158, Lot 433.

(3) The lot is zoned Residence District - C

(4) Residence District C permits the following uses:

i) Any use permitted in a Dwelling A or B District.
ii) Multiple dwellings, subject to approval of the Board of Trustees, after public hearing and notice.
iii) Two-family detached houses.

C. Site

(1) The parcel size is 30,196.66 square feet (0.69 Acres).

(2) The development will consist of a total of 16 residential units located within two separate buildings.

(3) The development is served by single 30 foot wide access driveway connecting to Scranton Avenue. The parking lot contains a total of 40 parking spaces with 2 being ADA compliant as per code. The access driveways, internal drives and parking areas will be privately owned and maintained by the condominium association. Scranton Avenue and Union Avenue are both owned and maintained by Nassau County.

(4) All the roadways, driveways, sidewalks, and ramps within the condominium will be privately owned and maintained by the condominium association. The roadways and driveways will be constructed in accordance with the Village of Lynbrook specifications and details.

Northcoast Civil LAND SURVEYING & CIVIL ENGINEERING

THOMAS BREMEN, P.L.S.

MICHAEL RANT, P.E.

i) Paving shall consist of 1-1/2" compacted asphalt top course over a 1-1/2" compacted asphalt binder course, and a 6 compacted recycled concrete aggregate subbase course.

ii) Curbing will consist of poured concrete with a 6" reveal, expansion joints placed every 16' on-center and at all points of curvature, tangency, or other points of change of direction. Sidewalks will have a coarse broom finish with control or contraction joints at 4 feet on center and expansion joints at 16 feet on center. All sidewalks will have a maximum running slope of 5% and a maximum cross slope of 2%. All sidewalk curb ramps will have flush, smooth, transitions to the adjacent street surface. The slope max will be 8% max and will have embedded detectable warning strips where the ramps meet adjacent streets, with flush smooth transitions.

iii) All stormwater will be contained on site and account for an 8" rainfall event. Ten proposed drywells will be installed each having a size of 12' diameter by 13' deep. A series of catch basins will be installed throughout the parking lot to collect runoff and direct it to the proposed drywells. All roof leader piping will be 6" SDR35 and all site drainage piping will be 8" ADS.

iv) Site lighting will consist of one (1) pole mounted and five (5) building mounted LED area lighting fixtures mounted at 20'. The light fixtures will be installed throughout the parking lot and will be dark sky compliant.

D. Utilities:

i) Sanitary Sewer: This property is located within the Nassau County Sewer District. The sanitary sewer servicing this property is to remain private and all maintenance and repairs are the sole responsibility of the Condominium Association. Each condominium unit shall have an individual house sewer connection to the on-site sewer collection system, which connects to the public sewer in Scranton Avenue. There will not be a meter for the sewer service.

ii) Water: Water for the development will be provided by New York American Water. All water mains, hydrants, and all water supply appurtenances shall be owned and maintained by the Condominium Association. Each building will have a separate meter and the bills will be covered by the condominium budget. Each meter will be followed by two parallel backflow devices, a single 2-inch, and a single 4-inch, which will be owned and operated by the Condominium Association. New York American Water will provide and own the water meter.

iii) Electric & Gas: PSE&G and National Grid will provide electric and gas services and each of the homes will be metered separately.

iv) Telephone: Telephone service will be provided to each unit by Verizon, each unit will be billed separately. Cable service will be provided by Altice or other local cable company, each unit will be billed separately.

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MICHAEL RANT, P.E.

E. Sub-Soil Conditions

The project site currently contains a vacant restaurant. The existing building and all associated amenities will be removed.

A limited Subsurface Investigation Report was prepared in May 2020 by Impact Environmental. The report concluded there were no signs of hazardous or contaminated materials present and field instrument readings confirmed the same. Groundwater data and soil vapor data determined samples were within regulated tolerances and no further action was required.

No radon was present in this area.

Soil borings were performed on site to determine soil classification. The upper 2-4 inches consisted of asphalt followed by tan fine to coarse sand. The subsurface soil consisted primarily of sandy soil and groundwater was encountered at 20 feet below grade. Based on the soil types encountered in the boring the soil bearing capacity is determined to be 1.5 tons per square foot.

F. Landscaping

All landscaping shall be planted and maintained in compliance with the Village of Lynbrook Subdivision and Site Plan Regulations and will be owned and maintained by the condominium association. The landscaping areas and plant material will be installed pursuant to the Landscape Plan as prepared by Northcoast Civil last revised October 1, 2024.

(1) Grass cover:

i) Material: Hydroseed will be utilized for all grass/lawn areas. The Hydroseed will be a mix consisting of 45% Kentucky Bluegrass, 20% Loretta Perennial Ryegrass, 20% Pennfin Perennial Ryegrass and 15% Annual Ryegrass, spread at a rate of 170 pounds per acre.

ii) Location: the grass/lawn areas shall be in accordance with the Landscape Plan as prepared by Northcoast Civil last revised October 1, 2024.

(2) Plantings:

i) Material: Nursery grown plants will be healthy, vigorous plants, lined out in rows in a nursery and which have been cultivated, sprayed, pruned, and fertilized, all in accordance with good horticultural

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MICHAEL RANT, P.E.

practice. Plants shall have grown under climatic conditions like those in the locality of the project or that have been acclimated to the conditions of the locality for at least two years. All planting beds will be weeded and have a minimum of 4" inch thick layer of shredded bark or wood chip mulch.

ii) Location: A variety of shrubs will be planted throughout the site in accordance with the Landscape Plan as prepared by Northcoast Civil last revised October 1, 2024.

(3) Trees:

i) Material: A mixture of deciduous and evergreen trees will be planted throughout the parking lot and property.

ii) Location: A variety of trees will be planted throughout the site in accordance with the Landscape Plan as prepared by Northcoast Civil last revised October 1, 2024

(4) No fencing is proposed on the property.

(5) There are no gates proposed on the property.

(6) No retaining walls are proposed on the property.

(7) There are no display pools or fountains.

J. Plumbing and Drainage

(1) Drinking water for the development will be provided by the New York American Water. There will be an individual master water meter and dual backflow prevention devices to serve the proposed development. A 4-inch diameter water main will be installed parallel to the face of the building, with individual ¾" water services tapped from that main to serve each unit.

(2) There are no water storage tank(s) or enclosures.

(3) The available water pressure will be as provided from the public water supply provided by the New York American Water.

(4) Sanitary Sewage System: This property is located within the Nassau County Sewer District.

i) The sewer mains will consist of an 8-inch diameter polyvinyl chloride (PVC) pipe, installed at a slope of approximately 1.0% to 3.0%. The sewer mains will flow by gravity and will be connected by 4-foot diameter precast concrete sanitary sewer

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MICHAEL RANT, P.E.

manholes terminating at a new manhole to be installed on the existing sewer main located in Donna Court.

ii) Sewage pumps will not be required or provided.

iii) The sanitary sewer discharge from this property will be treated by the Nassau County Cedar Creek Sewage Treatment facility.

(5) Permits will be obtained from the Nassau County Department of Public Works for the installation of the sanitary sewer system.

(6) Storm water will be collected from the paved, landscaped, and covered areas via corrugated polyethylene pipe (CPP) and polyvinyl chloride pipe (PVC) and transmitted to a series of subsurface precast concrete drainage drywells.

i) Area Drains: Seven (7) catch basins located throughout the parking lot will direct runoff into the drainage system.

ii) Yard and roof drains: All roof drainage will be connected with 6" diameter SDR35 piping.

iii) Piping: All drainage piping will be corrugated polyethylene pipe (CPP) or polyvinyl chloride pipe (PVC).

iv) Eject or sump pumps are not required or provided.

Q. Public area Lighting. All lighting will be owned and maintained by the condominium association. The parking area and paved roadways will be lit with 20' high pole and building mounted LED area lighting.

R. Garages and Parking Areas:

(1) Each unit will be provided with parking spaces in the parking lot. The project does not include any proposed indoor garages.

(2) All exterior private parking will be owned and maintained by the condominium association. There are a total of 40 exterior parking stalls provided, including 2 ADA accessible van stalls. As required by the Village of Lynbrook, 2.5 stalls are required per unit. Each unit is provided with one designated parking space in the parking lot and the remaining spaces will be open to all residents and visitors.

Northcoast Civil LAND SURVEYING & CIVIL ENGINEERING

THOMAS BREMEN, P.L.S.

MICHAEL RANT, P.E.

(3) Parking area paving shall consist of 1-1/2" compacted asphalt top course over a 1-1/2" compacted asphalt binder course, and a 6" recycled concrete aggregate subbase.

(4) Parking will be unattended.

(5) All stormwater drainage will be handled on site within a series of (10) precast concrete drywells located throughout the parking lot. Surface runoff will be directed towards cast iron grate catch basins and piped directly into the drywells through 8" diameter corrugated polyethylene pipe.

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February 20, 2025

Re: PARSONS CORNERS AT LYNBROOK CONDOMINIUM
161 Union Avenue, Lynbrook NY 11563
Village of Lynbrook, Nassau County, New York
NCTM#: 42-158-433
Zone- residence district C

General:

1- The existing building on the subject property has been removed in entirety. The existing building that was vacant and damaged, was demolished completely and existing foundation has been removed. No existing conditions remain. The subject site is to be modified and prepared to allow for a brand-new building construction. The proposed building of a 16-unit condominium complex is to be new construction and that the building and the components of the condominium are all new construction. The owner of the property will be responsible for remedying any anticipated cost.

A. Location and Use of Property. (refer to Northcoast engineer report)
-this property and proposed use will comply with all zoning and use requirements at closing.

(1) The property is situated in the Incorporated Village of Lynbrook, in Nassau County on the northwest corner of Union Avenue and Scranton Avenue.

(2) The property is referenced on the Nassau County Tax Map as Section 42, Block 158, Lot 433.

(3) The lot is zoned Residence District – C
No easement or equivalent restriction related to this property
Board of zoning appeals approval case number 1005 dated 10/27/2023

(4) Residence District C permits the following uses:

i) Any use permitted in a Dwelling A or B District.
ii) Multiple dwellings, subject to approval of the Board of Trustees, after public hearing and notice.
iii) Two-family detached houses.

B. Status of Construction.

(1) Year built 2025
A Site Permit has been issued for the Project and site clearing and demolition has begun. All village variance boards, and architectural review boards have been approved. The construction documents and Building Permit has been approved and issued in January of

2025, and that construction of the building has begun and is continuing as of date listed on this report

(2) Substantial completion of the Project is expected to be in December 2025.

(3) This is new construction and, to the best of our knowledge, belief and professional judgement, these plans and specifications are in compliance with: the 2020 Residential Code of New York State, 2020 Building Code of New York State where specifically referenced, 2020 Energy Conservation Construction Code of New York State, NFPA 13D 2016, BCNYS 2020 Chapter 11, ICC A117.1-2009, and the US Fair Housing Act. The Class of Construction shall be Type 5B pursuant to the 2020 Building Code of New York State. The Occupancy Classification is considered as apartment houses/live/work units under the 2020 Building and Residential Code of New York State and R-2 under the 2020 Building Code of New York State.
The contractor will obtain a Permanent Certificate of Occupancy for each of the sixteen (16) individual Apartment Townhouses prior to closing thereon.

(4) Permit has been issued to build in January 2025 under permit #19930 and construction work has started with a completed foundation system inground and inspection and the start of wall framing as of date listed on this report

C. Site: (refer to Northcoast engineer report)

(1) The parcel size is 30,196.66 square feet (0.69 Acres).

(2) The development will consist of a total of 16 residential units located within two separate buildings.

(3) The development is served by single 30 foot wide access driveway connecting to Scranton Avenue. The parking lot contains a total of 40 parking spaces with 2 being ADA compliant as per code. The access driveways, internal drives and parking areas will be privately owned and maintained by the condominium association. Scranton Avenue and Union Avenue are both owned and maintained by Nassau County.

i) Paving shall consist of 1-1/2" compacted asphalt top course over a 1-1/2" compacted asphalt binder course, and a 6 compacted recycled concrete aggregate subbase course.

ii) Curbing will consist of poured concrete with a 6" reveal, expansion joints placed every 16' on-center and at all points of curvature, tangency, or other points of change of direction. Sidewalks will have a coarse broom finish with control or contraction joints at 4 feet on center and expansion joints at 16 feet on center. All sidewalks will have a maximum running slope of 5% and a maximum cross slope of 2%. All sidewalk curb ramps will have flush, smooth, transitions to the adjacent street surface. The slope max will be 8% max and will have embedded detectable warning strips where the ramps meet adjacent streets, with flush smooth transitions.

iii) All stormwater will be contained on site and account for an 8" rainfall event. Ten proposed drywells will be installed each having a size of 12' diameter by 13' deep. A series of catch basins will be installed throughout the parking lot to collect runoff and direct it to the proposed drywells. All roof leader piping will be 6" SDR35 and all site drainage piping will be 8" ADS.

iv) Site lighting will consist of one (1) pole mounted and five (5) building mounted LED area lighting fixtures mounted at 20'. The light fixtures will be installed throughout the parking lot and will be dark sky compliant.

v) Fire District access is provided via the two 22-foot-wide access drive aisle internal on property on northside parallel to Scranton avenue and east side

perpendicular to Scranton avenue. The fire control closet is located at the northerly end of the building attached to unit #11 &12 and is connected to the public water supply via a 4-inch water service. Existing public fire hydrant is located approximately 28-feet south of the corner of Scranton avenue and union avenue.

(4) All the roadways, driveways, sidewalks, and ramps within the condominium will be privately owned and maintained by the condominium association. The roadways and driveways will be constructed in accordance with the Village of Lynbrook specifications and details.

i) Paving shall consist of 1-1/2" compacted asphalt top course over a 1-1/2" compacted asphalt binder course, and a 6 compacted recycled concrete aggregate subbase course.

ii) Curbing will consist of poured concrete with a 6" reveal, expansion joints placed every 16' on-center and at all points of curvature, tangency, or other points of change of direction. Sidewalks will have a coarse broom finish with control or contraction joints at 4 feet on center and expansion joints at 16 feet on center. All sidewalks will have a maximum running slope of 5% and a maximum cross slope of 2%. All sidewalk curb ramps will have flush, smooth, transitions to the adjacent street surface. The slope max will be 8% max and will have embedded detectable warning strips where the ramps meet adjacent streets, with flush smooth transitions.

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D. Utilities. (refer to Northcoast engineer report)

i) sanitary sewer servicing this property is to remain private and all maintenance and repairs are the sole responsibility of the Condominium Association. Each condominium unit shall have an individual house sewer connection to the on-site sewer collection system, which connects to the public sewer in Scranton Avenue. There will not be a meter for the sewer service.

ii) Water: Water for the development will be provided by New York American Water. All water mains, hydrants, and all water supply appurtenances shall be owned and maintained by the Condominium Association. Each building will have a separate meter and the bills will be covered by the Condominium budget. Each meter will be followed by two parallel backflow devices, a single 2-inch, and a single 4-inch, which will be owned and operated by the Condominium Association. New York American Water will provide and own the water meter.

iii) Electric & Gas: PSE&G and National Grid will provide electric and gas services and each of the homes will be metered separately.

iv) Telephone: Telephone service will be provided to each unit by Verizon, each unit will be billed separately. Cable service will be provided by Altice or other local cable company, each unit will be billed separately.

E. Sub-Soil Conditions. (refer to Northcoast engineer report)

The project site currently is under construction. The existing vacant and all associated amenities has been removed.

A limited Subsurface Investigation Report was prepared in May 2020 by Impact Environmental. The report concluded there were no signs of hazardous or contaminated materials present and field instrument readings confirmed the same. Groundwater data and soil vapor data determined samples were within regulated tolerances and no further action was required.

No radon was present in this area.

Soil borings were performed on site to determine soil classification. The upper 2-4 inches consisted of asphalt followed by tan fine to coarse sand. The subsurface soil consisted primarily of sandy soil and groundwater was encountered at 20 feet below grade. Based on the soil types encountered in the boring the soil bearing capacity is determined to be 1.5 tons per square foot.

(1) New construction- building not complete- uneven foundation movement or settling has not occurred at this time- February 2025
(2) there is no evidence of moisture or seepage or ground water infiltration around site foundation
(3) there is no danger from flooding either due to water table in area or overflow from other bodies of water. No potential mudslides or erosion on site. Site is flat land

F. Landscaping and Enclosures. (refer to Northcoast engineer report)

All landscaping shall be planted and maintained in compliance with the Village of Lynbrook Subdivision and Site Plan Regulations and will be owned and maintained by the condominium association. The landscaping areas and plant material will be installed pursuant to the Landscape Plan as prepared by Northcoast Civil last revised October 1, 2024.

(1) Grass cover:
i) Material: Hydroseed will be utilized for all grass/lawn areas. The Hydroseed will be a mix consisting of 45% Kentucky Bluegrass, 20% Loretta Perennial Ryegrass, 20% Pennfin Perennial Ryegrass and 15% Annual Ryegrass, spread at a rate of 170 pounds per acre.
ii) Location: the grass/lawn areas shall be in accordance with the Landscape Plan as prepared by Northcoast Civil last revised October 1, 2024.

(2) Plantings:
i) Material: Nursery grown plants will be healthy, vigorous plants, lined out in rows in a nursery and which have been cultivated, sprayed, pruned, and fertilized, all in accordance with good horticultural practice. Plants shall have grown under climatic conditions like those in the locality of the project or that have been acclimated to the conditions of the locality for at least two years. All

planting beds will be weeded and have a minimum of 4" inch thick layer of shredded bark or wood chip mulch.

ii) Location: the Planting areas shall be in accordance with the Landscape Plan as prepared by Northcoast Civil last revised October 1, 2024.

(3) Trees:

i) Material: A mixture of deciduous and evergreen trees will be planted throughout the parking lot and property.

ii) Location: A variety of trees will be planted throughout the site in accordance with the Landscape Plan as prepared by Northcoast Civil last revised October 1, 2024

(5) No fencing is proposed on the property.

(6) There are no gates proposed on the property.

(7) No retaining walls are proposed on the property.

(8) There are no display pools or fountains.

G. Building Size.

(1) 2 separate building- 2 floor buildings with cellar and attic
Apartment units on first floor and separate apartment units on second floor
– Building A with 12 units
Building B with 4 units
Both buildings are equal in construction method and individual unit size- building A is a larger footprint then building B
Each building has 2 floors – apartments on first floor ground level and separate apartments on 2nd floor – upper level, the building has a general common shared attic space for truss structure only and another general common shared space in the cellar- the cellar has a hallway space connecting to exterior stairway as common space. The common corridor connects to the buildings limited common area of the cellar. Limited common area with each individual unit house a mechanical room with a storage room. The hallway is a general common accessible area
Total Height: Both buildings are approximately 28'-4-5/8" from the street grade around the building to the highest part of the sloped roof.

(2) Crawl Spaces: The attic is not sprinklered and therefore may not be used for any purpose, not even storage. The building features a single crawl space, which is an attic extending the entire length of the structure. Located beneath a sloped roof with rafter trusses, the attic boasts a ceiling height of approximately 9 feet 5 inches at its peak, gradually sloping down to zero at the edges. Unlike individual attics for each unit, this space is continuous, shared by all. The HVAC systems for each unit are not housed within the attic and located in basement, while the ceiling is constructed with two layers of 5/8-inch type X gypsum wallboard to ensure a one-hour fire separation. Unfinished and deemed uninhabitable, the attic serves solely as an access point for maintenance personnel to reach the roof rafter structure. Importantly, the attic's floor area is not included in the unit's square footage, instead of being categorized as a "Limited Common Element" in the Unit Description section.

(3) Number of Cellars: (1) continuous. The building does have one continuous cellar spanning the entire length of the building. The cellar has a ceiling height of 7 ft. . The building is partially built into the ground floor level and the foundation, and first floor

framing will need a reverse brick ledge because of the first floor being slightly above/level with the surrounding grade at the rear and front.

(4) Number of Floors: The property will have 2 separate buildings. The building A- larger - will be constructed as one structure housing 12 apartment units designated as Units 1 through 12. The other building- building B will be constructed as one structure housing 4 apartment units designated as Units 13 through 16. Each 16 units are separated by a 1-hour fire-rated tenant separation wall (UL #U305) in accordance with the 2020 Building Code of New York State. This tenant separation wall runs through all levels from the cellar ground floor concrete slab below grade to the underside of the roof trusses on the second-floor ceiling. Wall does not continue up in the attic. Each Unit contains 3 floors plus an unhabitable common shared attic: the floor to ceiling height of the cellar floor is 7'-0", the first floor- ground floor level is 8'-0", the floor to ceiling height of the first-floor level is 10'-0", the floor to ceiling height of the second-floor level is 8'-0" throughout. The attic has a ceiling height of approximately 9'-5" at its highest point, sloping down to zero at the perimeter.

(5) Mechanical Rooms: Each unit contains a mechanical room on the cellar floor level which houses an air handler unit, furnace and hot water heater which serves the first-floor apartment and second floor apartment. The repair and maintenance of the mechanical system are Soley associate with the individual apartment tenant and not the landlord/common responsibility. The cellar mechanical room is provided with shaft for ductwork to supply second floors. Refer to Mechanical engineer consultants for specific details and more information.

(6) Parapet: The building has pitched roofs throughout and does not have any parapets.

H. Structural System.

(1) Exterior of Buildings: The exterior of the building is comprised of vinyl clap board siding as manufactured by CertainTeed or equal, with a combination of vertical vinyl board and batten siding, in association with a combination of aluminum clad trim at different locations around the building.

(i) Foundations: The footings are a combination of 8"D. x 21"W. x CONTINUOUS and 16"x16"x42"D reinforced poured concrete footings. An interior haunch footing of 26"X8" with 3 #5 rebar continuous. The 8" x 16" footings are reinforced with (2) #4 continuous reinforcing bars in the long direction and #5 rebar @ 12" o.c. in the short direction. The 16" x 16" PIER footings are reinforced with (4) #5 V both ways

The foundation walls are 10" thick, reinforced with #4 reinforcing bars @ 10" o.c. vertically, bent into the footings, and #4 continuous reinforcing bars @ 10" o.c. horizontally up the walls.
The cellar slabs are 4" thick, reinforced poured concrete with 6x6-W4.0 welded wire mesh reinforcing. An under-slab vapor barrier, minimum 10 mil. thick, will be utilized under all slabs-on-grade as manufactured by ULINE or equal. A mastic waterproof membrane shall be applied to the exterior side of the concrete foundation wall up to 6" below finishes
A minimum 2-1/2" R-19 thick protection board shall be installed over the waterproofing membrane prior to backfill as manufactured by Owens Corning or equal. The below-grade portions of the exterior concrete foundation walls on the interior are unfinished.

The contractor to use superior walls Xi and Xi plus wall panels for foundation wall- superior walls are precast concrete wall panel system manufactured by

superior walls of America, LTD. Contractor supplied technical evaluation report and certification on system used. Shop drawings sheet 1 through 6 of project number 24-1008 from superior walls to be followed.

(ii) Exterior Walls: The exterior walls will be typical platform construction to be assembled as following, starting from the outside in: The exterior finish will be comprised of vinyl lap siding as manufactured by CertainTeed or equal, with a combination vertical board and batten siding, in association with a combination of aluminum clad trim at different locations around the building. Type I Air Barrier, with flame-spread and smoke-developed indexes of less than 25 and 450, respectively, Tyvek CommercialWrap as manufactured by DuPont de Nemours, Inc., or equal or better. The exterior walls shall be sheathed with 1/2" OSB (Oriented Strand Board). The exterior wall will have 2"x 6" wood studs at 16" o.c. The interior face of the walls shall receive one layer of 5/8" thick gypsum board. The insulation in the exterior walls will be 5 ½" R-21 HD kraft faced batt fiberglass insulation BY Ownes Corning or equal in accordance with the requirements of the 2020 NYS Energy Conservation Construction Code.

(iii) Windows: the specified windows are 100SHD3050-2, Unit, 100 Series Twin Single-Hung, Equal Sash, 1 3/8" Setback, Black Exterior Frame, Black Exterior Sash/Panel, w/Black Interior Frame, w/Black Interior Sash/Panel, Fixed/Active, Dual Pane Low-E Standard Argon Fill Fine light Grilles-Between-the-Glass Division, 2 Wide, 2 High, Specified Equal Light Pattern, Black, w/Black, 3/4" Grille Bar, Stainless Glass / Grille Spacer, Auto Lock, Andersen 100 Series, 1 Sash Locks Black, Black, Half Screen, Fiberglass. The 100 Series by Andersen Corporation. The window package consists of a combination of Tilt-Wash Double Hung and fixed units. The windows are vinyl-clad wood-frame. The glass panels are double glazed, low E4, thermally broken, argon filled with grille spacers. All operable windows shall have conventional insect screens. The screens shall have aluminum frames with factory-applied baked-on silicone polyester enamel finish while the insect screen material shall be aluminum wire cloth.

The hardware on the operable double-hung windows shall include sash locks of die-cast zinc material.

The finish of the hardware on all the window types shall be Auto Lock, Andersen 100 Series, 1 Sash Locks Black, Black. All operable windows shall receive Window Opening Control Devices in accordance with the requirements of the 2020 Residential/building Code of New York State where the top of the sill is located less than 24 inches above the finished floor inside the unit and greater than 72 inches above the finished grade or other surface below on the exterior of the building. Such devices shall restrict the operable sash to less than four inches maximum clear opening, releasable in compliance with ASTM F2090.

The warranty on the windows shall include a transferable limited warranty period of 20 years on the glass and a transferable limited warranty period of 10 years on the non-glass parts.

There are no windows in lot line situations in this project.

(iv) Interior Walls:

(a) The interior walls will be a combination of 2" x 4" or 2" x 6" pre-cut wood studs @ 16" o.c.. Non-bearing walls shall have one layer of 1/2" thick gypsum board each side and loadbearing walls shall have one layer of 5/8" thick Type "X" gypsum board each side. All walls enclosing bathrooms and powder rooms shall have 5" Thermafiber SAFB insulation for acoustic purposes.

(b) The cellar is unfinished

(c) The separation walls are required to be 1-hour fire rated per the 2020

Building Code of New York State section 419, 420 and 708 and table 508.4. This required fire rated separation is achieved at the cellar floor level by 10" thick reinforced concrete walls and 2X6 framed wood wall construction- UL#305

At all other levels (including the 1st floor, 2nd floor), this required fire rated separation is achieved by a 2X6 wood stud assembly noted as UL # 305. This assembly shall consist of a individual loadbearing walls constructed of 2" x 6" wood studs @ 16" o.c.. The walls shall receive two layers of 5/8" gypsum core fire rated type 'x' panels. The studs held in place with single 2X6 bottom plate and double 2X6 top plate. There shall be a ¾" air space each side between these core panels and the adjacent wood stud walls. These two walls shall receive one layer of 5/8" thick gypsum board type 'x' fire rated on the unit side of each wall face. Each wall shall receive 5" thermafiber SAFB batt mineral wool insulation.

This assembly shall provide an STC rating of minimum 60 between tenancies as per Acoustical Test to be provided

(v) Floors:

(a) cellar Floor: The cellar floor slab is 4" thick, reinforced with 6x6-W4.0 welded wire mesh reinforcing. An under-slab minimum 10 mil. vapor barrier will be utilized under all slabs as manufactured by ULINE or equal or better. 3" rigid insulation shall extend min of 3'-0" wide continuous along perimeter edge. 6" compact gravel bed under slab

(b) First & Second Floors: The first and second floors shall be constructed of pre-engineered TJI wood floor Joists (12" deep 12TJI/PRO 560's at 16" maximum o.c.) with blocking as required by code and manufacturer's specifications. The underside of these floor joists shall receive two layers of 5/8" thick gypsum board throughout. The upper side of these floor joists shall receive ¾" thick plywood subfloor, screwed and glued to the floor joists, span rated 40/20. Oriented Strand Board (OSB) sheathing of equivalent thickness, exposure rating and panel index may be used in lieu of plywood for the floor sheathing at the Developer's choice. The finished flooring shall be applied over the subfloor. The finished flooring will be 3/8" 12X24 porcelain tiles polished finish in master bathrooms and 3/8" 3X3 hex porcelain tiles matte finish in hall bathrooms and laurel reserve luxury vinyl planks 9X48 – color hyde haven and scandi. Refer to The Unit Description at the end of this report for location and specifications of each floor finish type.

The floor above the cellar shall receive R 30 kraft faced batt fiberglass insulation to maintain the thermal envelope for the building enclosure in accordance with the requirements of the 2020 NYS Energy Conservation Construction Code.

(vi) Landmark Status: The building is not located in a landmark district nor in any other area with a historic designation and shall not have any associated landmark status.

(2) Parapets and Copings: There are no parapets or copings associated with the building. The building has pitched roofs throughout.

(3) Chimneys and Caps: There are no chimneys in this building. No fireplaces or wood burning stoves. All mechanical equipment is to be directly vented. There are individual exhaust vents for the dryer, hot water heater, bathrooms and kitchen exhaust which individually penetrate the roof to the exterior. These are sheet metal exhausts which receive a sheet metal roof cap at their respective termination.

(4) Balconies and Patios:

(including decks, porches, and patios) There are balconies and patios associated with this building. As described in detail in The Unit Description section towards the end of this report, this development consists of 16 Townhouse apartment live/work Units located within two building structures. While these units are designated as Units 1 through 16 for clarity, there are similar or equal unit types, , depending on where they are located within the overall building. Units 1,2, 11,12, 13, 14, 15 and 16 respectively, are located at each end of the building, each with an exterior side wall. - addition windows are located in these units. Units 3,4,5,6,7,8,9, and 10 are identical and designated as mirror images. Refer to the Unit Designation Key Plan in Part II of the offering plan. Units on first floor 1,3,5,7,13 and 15 units have a rear open masonry patio on grade off master bedroom that is cover by a second floor deck. The second floor deck is part of the second floor apartment of the master bedroom. Units 2,4,6,8,14 and 16 on the 2nd floor have an open uncovered deck balcony off the master bedroom. 2nd floor balconies are each approximately 25 square feet in area. The floor area of these patios and balconies is not considered as the floor area of the unit and is not included in the floor area of the units noted in The Unit Description section at the end of this report. Instead, the areas of these items are considered to be "Limited Common Elements".
All units also have a 1st floor (covered) entry portico of approximately 25 square feet. Area in front of the building has a roof over platform the shares 2 apartment doors- one door for the down stairs apartment and the other door for the upstairs apartment. This is a shared space of entry between 2 units. The construction of these front patio on grade is similar to those of the rear masonry patio as noted below. The floor area of these patios is not considered as the floor area of the unit and is not included in the floor area of the units noted in The Unit Description section at the end of this report. Instead, the areas of these items are considered to be "Limited Common Areas".
The front entry interior foyer areas are part of the individual apartment units and are counted toward each unit in square footage

(A) Patios

(i) Patio Finish: The rear and front patio are constructed of a poured concrete slab on grade with a smooth level finish.

(ii) Balustrades: There are no railings or balustrades associated with these patios on grade

(B) balconies

(i) balcony Construction: The 2nd floor balconies at the rear are constructed with 2" x 8" ACQ floor joists @ 16" o.c., supported by (2) 2" x 6" ACQ beams on three exterior sides and anchored to a 2" x 8" ACQ ledged bolted to the building on the inner side. The beams are supported by (1), (2) or (3) 8" diameter structural HB&G Permacast column or equal – contractor can substitute with ACQ wood posts with white fypon column wraps 10.5" square. Verify with village architect review board approvals. The 1st floor cover patio off the front of the building are roofed over constructed with 2" x 6" roof raters @ 16" o.c., supported by (2) 2" x 6" ACQ beams on one exterior sides and anchored to a 2" x 8" ledged bolted to the building on the inner sides. The beams are supported by (1) 8" diameter structural HB&G Permacast column or equal – contractor can substitute with ACQ wood posts with white fypon column wraps 10.5" square

(ii) Balcony Finish: The balconies are finished with 5/4" x 6" composite decking over 2" x 6" ACQ joist @ 16" o.c. – decking is open to below

(iii) Balustrades: The balustrades shall be 1-inch by 1-inch engineered polymer (PVC) by Fypon or approved or equal, spaced to prevent the passage of a 4" sphere to satisfy New York State Building Code requirements. 42" in height

(iv) Railings: The railings shall be of the same engineered polymer (PVC) product as the balusters, Fypon or approved or equal. Railing is designed with vertical balustrades, "ladder effect" will not exist. Height of railing to be 42" high.

(v) Copings: The copings shall be wrapped in an engineered polymer (PVC) trim product to match the balusters and railings, Fypon or approved or equal.

(vi) Soffits: The underside of the 2nd story decks shall have ventilated vinyl beaded soffit panels as manufactured by Alside or equal or better.

(vii) Doors: The doors to the 1st floor exterior patio and the 2nd floor balcony shall be extruded aluminum clad COMPOSITE, 100 series gliding patio doors as manufactured by Andersen Corp. or equal or better. The glass shall be dual panel low-E, Argon filled, NO divided lights/GRILLES. The doors shall have one stationary panel and one sliding panel on adjustable rollers. The units shall be thermally broken. The 1st floor doors leading to the rear patio shall be model # 5068L (RO Size 5'-0" x 6'-8") and the doors leading to the 2nd floor rear balcony shall be EQUAL model # 5068L (RO Size 5'-0" x 6'-8") – or equal or better. The hardware on these doors shall be BLACK brass or equal or better.

(5) Exterior Entrances:
- all exterior entry doors shall be Andersen 100 series and/or Therma-true as designated in door schedule on approved construction documents by the Village of Lynbrook. All units to have equal and matching doors. Unit #1 shall contain an ADA accessible entry with a minimum of 3'-0" wide clear opening and minimum of 1/2" threshold transition from landing to landing. All landing to have a minimum clearance of 36". The push and pull approach shall comply with ICC ANS1 A117.1 2009 EDITION.
404.2.6 Door Hardware. Handles, pulls, latches, locks, and other operable parts on accessible doors shall have a shape that is easy to grasp with one hand and does not require tight grasping, pinching, or twisting of the wrist to operate. Operable parts of such hardware shall be 34 inches (865 mm) minimum and 48 inches (1220 mm) maximum above the floor. Where sliding doors are in the fully open position, operating hardware shall be exposed and usable from both sides.
-building A entry doors face Northeast and face Scranton Avenue. The face of the entry doors are approximately 51'-10" from the public sidewalk and 59'-7" from the public street curb. The ADA unit entry is approximately 26'-10" from the provide ADA parking spaces. ADA unit is approximately 51'-10" from the public sidewalk and 59'-7" from the public street curb. There are 2 ADA parking spaces provided. Building A contains the ADA unit#1.
-building B entry doors face Northwest and side yard on interior of the lot. The face of the entry doors are approximately 125'-6" from the public sidewalk and 133'-3" from the public street curb. There is NO ADA unit in Building B

(i) Exterior Doors and Frames: The front entrance door to the units shall be an THERMA-TRU SHAKER 36IN x80Inx4-9/16IN FIBERGLASS CRAFTSMAN LEFT HAND INSWING exterior door manufactured by ThermaTru or approved equal or better. COORDINATE WITH VILLAGE BOARD APPROVALS. The frame shall be a composite door frame featuring Tru-Guard composite technology. The hardware shall be black brass, or equal. The hardware shall also include an adjustable deadbolt lock set single cylinder reversible lockset, Baldwin Hollywood Hills deadbolt, black brass, or equal. All exterior doors shall have associated weatherstripping to create the required thermal break. There shall be a wall mounted address plaque - whitehall Mid-Century Modern Rectangle Plaque, Standard wall 1-line

(ii) Cellar Entry Room Door: The exterior Cellar Entry room door shall be an insulated metal door with associated weatherstripping, and hollow metal frame as manufactured by Therma-Tru– or equal or better. Match all entry doors in style and color

(iii) Exterior Stairs: The only exterior stairs associated with these building are stairs leading from an cellar storage Room to grade on the south and west end of building A and east and west end of building B. These stairs shall be constructed of poured concrete. The handrails and balustrades associated with these stairs

shall be the same engineered polymer (PVC) products as used for the balance of the balconies around the building.

(v) There shall be individual mail delivery location to every unit. an exterior mailbox application to be installed at every door. Coordinate with village mailbox specifications.

(vi) Lighting: There are single lighting fixtures at every exterior front door, and a pair of 2 single light fixtures at rear patio doors and at the cellar entrance door to have a single light fixture. The light fixtures shall be a cylinder indoor/outdoor LED sconces by West Elm or approved equal.

(6) service entrances;

(i) cellar storage access- cellar stairs on grade

(a) Building A- 2 poured concrete cellar stair access to storage area – one on west elevation and one on south elevation

(b) Building B – 2 poured concrete cellar stair access to storage area – one on North elevation and one on south elevation

(ii) attic storage access- gable end wall attic hatch doors

(a) Building A- left side and right side- Attic hatch service doors 36"X36" on gable end wall with service extension ladder to access this- only access by building maintenance- service ladder stored on site in cellar

(b) Building B- left side and right side- Attic hatch service doors 36"X36" on gable end wall with service extension ladder to access this- only access by building maintenance- service ladder stored on site in cellar

(7) Roof and Roof Structures.

(i) Type of roofs for all areas:

(a) Construction: The main roof of the building shall be pitched at a slope of approximately 6 units vertically over 12 units horizontally. The reverse gables of the building shall be pitched at a slope of approximately 10 units vertically over 12 units horizontally. The main roof shall be constructed of roof trusses roof rafters @ 16" o.c. clear span from bearing wall to bearing wall –TRUSS DESIGNER AND FABRICATOR - ROOF AND CEILING

UFP BERLIN, LLC	KLEET LUMBER
159 JACKSON ROAD	777 PARK AVENUE
BERLIN, NJ 08009	HUNTINGTON, NY 11743
856-767-0043	631-427-7060

(b) Insulation: The insulation forming the roof thermal barrier shall be 8" R-30HD kraft faced fiberglass batt insulation with a vapor barrier on the winter warm side. This insulation shall be located on the floor of the attic (between the 2nd floor ceiling TRUSS RAFTERS).

(c) Surface Finish – Asphalt Shingles: The main roof shall be finished on the exterior with 30-year architectural style asphalt shingles, minimum 225 lbs. per square, as manufactured by as manufactured by TIMBERLINE or equal or better. The shingles shall have 3 self-sealing tabs. The shingles shall be installed over 15 lb. roofing underlayment, asphalt-saturated organic felts, nonperforated, Stormtite as manufactured by TIMBERLINE over 1/2-inch CDX span-rated plywood (24/0) with edge clips @ 16" o.c. at unblocked roof sheathing edges. The plywood roof sheathing shall be installed with the grain perpendicular to the roof rafters and nailed with 8D nails at 6" o.c. to framed panel edges and at 12" o.c. to intermediate supports unless otherwise noted. Oriented Strand Board (OSB) sheathing of equivalent thickness, exposure rating and panel index may be used in lieu of plywood for the roof sheathing at the Developer's choice.

There shall be a layer of self-adhering polymer-modified bitumen sheet -"Stormshield Ice and Water Protector" as manufactured by TIMBRTLINR or equal or better - installed at the eaves extending from the lowest edges of all roof surfaces to a point not less than 24" inside the exterior wall line of the building as per the 2020 BUILDING AND Residential Code of New York State. This ice and dam shield shall also be installed not less than 36" measured along the roof slope from the edge of the building rake as well as below the flashing at the intersection of different roof slopes.
There shall be continuous ridge vents at the peak of all roofs and soffit vents at all eaves to provide the attic ventilation as required by the code.
THE FRONT PORTICO ROOF ARE BUILT WITH EQUAL ROOF FINISHES

(d) Bond or Guarantee: The Manufacturer's Material Warranty Period shall be 30 years from the date of Substantial Completion, prorated, with the first 5 years non-prorated. The typical Roofing Installer's Warranty is such that the roofing installer agrees to repair or replace components of asphalt shingles that fail in materials or workmanship for a period of five years from Substantial Completion. This will have to be verified once the roofing portion of the contract is awarded.

(e) Flashing and Counter Flashing Materials: All circular pipe penetrations through the asphalt shingles roofing system shall receive pre-assembled vent piping flashing with a flexible neoprene gasket of sizes compatible with the diameter of the penetrating pipe. Flashing of other roof penetrating items such as metal ductwork and the like shall be achieved by utilizing sheet metal or copper flashing and counter flashing with associated lap sealant where necessary. All roofing valleys, crickets and roof rakes and eaves shall receive self-adhering "Stormshield Ice and Water Protector" as manufactured by TIMBERLINE or equal or better to the extent required by code.

(f) Attic Access: Access to the attic will be through the gable end wall on each end of the building thru wall access hatch, 36" x 36" in size shall have an insulated boxed enclosure on the attic side to maintain the attic thermal envelope in accordance with the requirements of the 2020 NYS Energy Conservation Construction Code. There is no attic access from the individual unit apartments. Access to attic will be from a service extension ladder kept in cellar storage for maintenance accessibility.

(ii) Drains:

(a) Location, Material and Type: There are a series of yard and property drains, as designed by Northcoast engineer, which shall be connected via corrugated polyethylene pipe (CPP) which in turn shall connect to the on-site leeching galley systems located in the front parking area – refer to the Civil portion of the Report for further information on the storm drainage system.

(b) The gutters shall be black aluminum. The corners shall be factory mitered and sealed. The gutters shall be 3-inches x 4-inches in size furnished with metal hangers and mitered elbows. The gutters, leaders and accessory fasteners, elbows, etc., shall be black in color. The gutters and leaders shall be formed from 0.027 inches or heavier sheet aluminum. The gutters and leaders shall be as manufactured specifications

(iii) Skylights: There are no skylights associated with this project.

(iv) Bulkheads: There are no bulkheads associated with this project.

(v) Metal Work at Roof Levels: There are no exterior metal stairs, vertical ladders, railings, hatches to roof or rooftop facilities associated with this project.

(8) Fire Escapes: There are no fire escapes associated with this project.

(9) Yards and Courts: There are no yards or courts associated with this project. The rear/side yards are considered general common element to any unit.

(10) Interior Stairs:

(i) There is one interior stair in each dwelling unit which connects all ground floor to second floor. The stairs are access for the second apartments units only

(ii) The stair is enclosed and the walls enclosing a portion of the stairwell is finished with 5/8" gypsum board. The stairwell is required to be enclosed in fire rated construction per the BCNYS (Building Code of New York State), 2020. Stairs are to be 1 hour rated construction UL design No. U305. Fire partitions and blocking to conform to section 708 of NYSBC 2020

(iii) The stairs are constructed of wood. The treads shall be oak, stained to match the hardwood floor. The risers shall be of poplar and painted white.

(iv) The stringers are wood (Douglas fir), 2X12

(v) The guard rails and balusters shall be thin metal painted black.

(vi) The newel posts (small) shall be oak, stained to match the hardwood floor.

(vii) Each second floor unit to have 1 interior stair and it is to be part of the second floor unit sq. ft. and the responsibility of the second floor unit owners. All even number Units 2,4,6,8,10,12,14,16 contain the interior private stair. Total number of interior stairs is 8. No first floor units have access to interior stairs.

(viii) Exterior common stairs are located on each sides of the building. These common stairs are for access to cellar storage and are made of concrete these exterior common stairs are shared by both floor units and all. The exterior steps are the responsibility of the condominium board for maintenance, repairs and cost. Ther is a total of 4 exterior common stairs (2) for each building

(10.5) Wood Flooring: The wood flooring shall be ¾" plywood subflooring- screwed and glued to floor joist – finish floor to be faux wood style- luxury laminate plank by laurel reserve

(11) Interior Doors and Frames: The interior swinging doors (except for the fire rated doors as noted in the dwelling unit) shall be wood, primed stile and rail, Benjamin Moore. The only door in the dwelling unit that is required to be fire rated is the door separating the mechanical room in the cellar of the dwelling unit. This door is required to have a minimum 60-minute fire rating, equipped with a self-closing or automatic closing device per the BCNYS (building and Residential Code of New York State), 2020. This door shall be a metal door with raised panels to match the interior wood doors. These doors shall be as manufactured by United Steel Supplies – or equal or better.

(i) Corridor Doors and Frames: There are no corridor doors associated with this building.

(ii) Stair Hall Doors and Frames: There are no stair hall doors associated with this building.

(iii) Roof Doors and Frames: There are no roof or basement doors associated with this building.

(iv) Basement Doors and Frames: The basement doors are Thema-tru exterior grade doors to match front entry doors

(12) Elevators: there are no elevators with this building

(13) elevator cabs- not applicable

I. Auxiliary Facilities.

(1) Laundry Rooms.

(i) Location and Number of Rooms: There is one laundry room within each dwelling unit. This room is located off the hallway- side by side laundry closet with bi-fold doors

(ii) The laundry closet contains one clothes washing machine. The washer shall be a 5.0 cu. Ft. top load washer, white steel, by LG – Model # WT7150CW – or equal or better.

(iii) The laundry closet contains one clothes dryer. The clothes dryer shall be electric 7.3 cu.ft. front load dryer, white steel, by LG – Model # DLE7150W - or equal or better.

(iv) Room Ventilation: As currently designed, the laundry closet does not have a dedicated exhaust fan

(v) Dryer Ventilation: The dryer has a dedicated minimum 4" diameter exhaust duct – hard tin ducts-which Runs upward in a chase behind the dryer, through the attic and terminates outside the roof in a metal exhaust cap, 200 CFM, with an integral backdraft/bird screen, by Broan, Model # 634, or equal or better.

(2) Refuse Disposal: Refuse shall be collected in a dumpster located on the southwest side of the property. The dumpster shall be picked up by a private provider.

(i) Incinerator: There is no incinerator associated with this property.

(ii) Compactor: There is no compactor associated with this property.

(iii) Approvals by AHJ (Authority Having Jurisdiction): The location and presence of the dumpster has been approved as part of the Site Plan Approval of both the Nassau County Health Department and the Planning/Architectural review Board of the village of Lynbrook

(iv) Initial Storage Location: The refuse shall be deposited into the dumpster by the residents. This shall be the ultimate storage location until the dumpster is emptied by a private provider.

(v) Pick-up Schedule: The pick-up schedule is anticipated to be one time per week. Schedule to be provided by owner and approved by village of Lynbrook boards and departments

J. Plumbing and Drainage. (refer to Northcoast engineer report)
Seven (7) permits required

-BDM no. 4981 – mechanical permit – bldg. B– 11/18/2024
-BD no. 13224 – installation of plumbing – bldg. A– 11/18/2024
-BDM no. 4982- mechanical permit – bldg. A– 11/18/2024
-plumbing permit # 13223 – fixtures and roughing- date 11/18/24
-BDM no. 4980 - mechanical permit – bldg. A – gas test – 11/18/2024
-BDM no. 4979 - mechanical permit – bldg.. B – gas test– 11/18/2024

(1) Drinking water for the development will be provided by the New York American Water. There will be an individual master water meter and dual backflow prevention devices to serve the proposed development. A 4-inch diameter water main will be installed parallel to the face of the building, with individual ¾" water services tapped from that main to serve each unit.

(2) There are no water storage tank(s) or enclosures.

(3) The available water pressure will be as provided from the public water supply provided by the New York American Water.

(4) Sanitary Sewage System: This property is located within the Nassau County Sewer District.

i) The sewer mains will consist of an 8-inch diameter polyvinyl chloride (PVC) pipe, installed at a slope of approximately 1.0% to 3.0%. The sewer mains will flow by gravity and will be connected by 4-foot diameter precast concrete sanitary manholes terminating at a new manhole to be installed on the existing sewer main located in Donna Court.

ii) Sewage pumps will not be required or provided.

iii) The sanitary sewer discharge from this property will be treated by the Nassau County Cedar Creek Sewage Treatment facility.

(5) Permits will be obtained from the Nassau County Department of Public Works for the installation of the sanitary sewer system.

(6) Storm water will be collected from the paved, landscaped, and covered areas via corrugated polyethylene pipe (CPP) and polyvinyl chloride pipe (PVC) and transmitted to a series of subsurface precast concrete drainage drywells.

i) Area Drains: Seven (7) catch basins located throughout the parking lot will direct runoff into the drainage system.

ii) Yard and roof drains: All roof drainage will be connected with 6" diameter SDR35 piping.

iii) Piping: All drainage piping will be corrugated polyethylene pipe (CPP) or polyvinyl chloride pipe (PVC).

iv) Eject or sump pumps are not required or provided.

(7) Waste lines shall be cast iron with PVC vents.

(8) Domestic water heaters shall be gas-fire tank type water heaters. Each unit has the same water heater. They are high efficiency condensing water heaters, AO Smith GDHE-50, 50-gallon tanks and 100,000 BTU input or equal

(9) The main water shut off valve for each home will be located in the Units' mechanical/utility room.

(10) There is a 1-1/2" copper main water line service to each Unit. The cold line has 1" thick insulation for the first 8' into the water heater per code, and the hot and recirculation line has 1" thick insulation.

(11) Fire Protection: All units feature an NFPA-13R wet sprinkler system per the New York State Building Code, with sprinkler coverage on the three occupiable floors per unit, including the cellar, and no coverage in the attic. All sprinkler heads are concealed pendant or recessed sidewall type. One fire sprinkler riser is provided for the entire building with a fire department connection at the fire sprinkler room. All fire sprinkler piping is steel.

K. Heating.

(1) Heating equipment located in the cellar. Forced air unit – gas unit – units to be sized by mechanical engineer for proper efficiency and usage. Unit to be Rheem make with heating 42,000 BTU and cooling total 17,100 BTU

(A) Each unit will be conditioned with Heat Pumps (VRF). The condensing units are a 3-Ton unit or greater, serving the ground and 3-Ton unit or greater, serving the second floors. The cellar floor will have air handlers located in the mechanical / utility room.

i. Cooling capacities are calculated at 75°F dry bulb, 72°F wet bulb indoors, and 87°F dry bulb outdoors.
ii. Heating capacities are calculated at 72°F dry bulb indoors and 14°F dry bulb outdoors.

(B) All ductwork will be insulated per code:
i. Within conditioned spaces: R-6.
ii. Within unconditioned spaces: R-8.
iii. ERV outdoor air: R-8
iv. ERV fresh air and exhaust air: R-6
v. ERV return air and general exhaust air: None

(C) All HVAC piping will be insulated per code:
i. Heat Pump refrigerant piping: 1"
ii. Condensate drain piping: 1/2"

(2) Domestic water heaters shall be gas-fire tank type water heaters. Each unit has the same water heater. They are high efficiency 80% rating or better condensing water heaters, AO Smith GDHE-50, 50-gallon tanks and 100,000 BTU input or equal

L. Gas Supply.

(1) gas meters located in cellar in the mechanical room- single gas meter for each unit – gas supply to be sized by plumbing engineers and approved by village of Lynbrook plumbing officials and village and county fire marshals

Natural gas service will be supplied by the public utility to each unit. Piping from each meter to the appliances will be sch. 40 steel.

M. Air Conditioning.

(1) A/C equipment located in cellar. Forced air unit – gas unit – units to be sized by Mechanical engineer for proper efficiency and usage. Exterior condenser units to be installed at the rear of building A and left side of building B

A. Each unit will be conditioned with Rheem heating equipment and Heat Pumps (VRF). Efficiency of 92% AFUE. The condensing units are a 3-Ton unit or greater, serving the ground and 3-Ton unit or greater, serving the second floors. The cellar floor will have air handlers located in the mechanical / utility room.
i. Cooling capacities are calculated at 75°F dry bulb, 72°F wet bulb indoors, and 87°F dry bulb outdoors.
ii. Heating capacities are calculated at 72°F dry bulb indoors and 14°F dry bulb outdoors.

B. All ductwork will be insulated per code:
i. Within conditioned spaces: R-6.
ii. Within unconditioned spaces: R-8.
iii. ERV outdoor air: R-8
iv. ERV fresh air and exhaust air: R-6
v. ERV return air and general exhaust air: None

C. All HVAC piping will be insulated per code:
i. Heat Pump refrigerant piping: 1"
ii. Condensate drain piping: 1/2"

D. Each unit shall have a cooling system- make by Rheem, cond-RA13NZ18AJ1N, coil RCFZ2417STANM+R921T0403A17M4S, efficiency 9.0 EER2, 13.4 SEER2, sensible cooling 11970 BTUH, latent cooling 5130 BTUH, total cooling 17,100 BTUH, actual air flow 600 cfm, load sensible heat ration 0.78
i. area of cooling, Bath 1, Bedroom 1, Kitchen and Living room, master bath, master bedroom, laundry closet
ii. stairway and entry foyer for second floor units not to have cooling

iii. Exterior metals, including fasteners, are corrosion resistant. No rooftop equipment is present. All units in basement on vibration pads to prevent equipment vibration and noise from reverberating in the Units above and surround.

iv. attic access easement is located from the outside of the building on the gable end walls – 2 hatches on each building, while basement access is from the outside down the cellar stairs- 2 stairs for each building

N. Ventilation.

(1) ventilation equipment located in cellar. To be sized by MEP engineer for proper efficiency and usage

A. Ventilation is provided throughout the unit per code. An fresh air intake to each unit mechanical room. The exhausts on the first and second floor bathrooms 80 CFM or greater is provided

B. The kitchen hood features a 1200 CFM exhaust fan, and per code, a 1200 CFM make-up air unit is interlocked with the exhaust fan to provide make-up air to each unit or equal

C. 80 CFM intake and exhaust fan or greater is provided mechanical ventilation required for any habitable rooms without natural ventilation. Vent directly to the exterior. code compliance to meet 2020 Mechanical code of New York State- such rooms consist of bathroom, laundry closet, entry foyer, stairway corridor, unit hallway

D. the noise emission rating for mechanical ventilation shall be a normal residential rating of 30 Decibels (dB)(A)

O. Electrical System.
Electrician- BIANCO ELECTRIC, INC. , 281 LEHRER AVE, ELMONT, NY 11003
516-612-9699

(1) electrical panel equipment located in cellar. To be sized by electrical engineer for proper efficiency and usage. Electrical meters are located on outside of buildings – building A meters are on the right side and left side elevation and in building B the meters are located on the left elevation

a. Each of the units will be individually metered and provided with a service rated for 120/208 volts single phase 3-wire service. Each unit will have a 200A service.

b. All the wiring will be Copper. All electrical work to meet local code and national code requirements. PSEG will supply all electric power. Each room will have convenience and/or appliance outlets installed as per Code. The kitchens and bathrooms will have one GFCI outlet. Ceiling mounted lighting is provided throughout the unit.

c. There are no generators in any of the buildings.

d. Cable T.V., Verizon, or Satellite will be provided through the local company and billed individually to each unit. Antennas and satellite dishes will not be permitted on the Units without permission of the complex owners.

(2) List of electric wires to be installed
Lighting and branch circuit wires – 14/2, 14/3 Romex type NM-B

Branch circuit wires for appliances, kitchen, bathroom, dining room 12/2, 12/3 Romex type NM-B
10/2 and 10/3 Romex wire NM-B AC and electric hot water
CAT 6 low voltage wire for communication
18/3 and 18/5 thermostat/door bell
2/2, 2/0, 4/0, aluminum 3 wire SER cable for subpanel and services
500 MCM cable service feeder wire
RG6U coaxial cable for TV

(3) Compartment switch gear- located in basement near electrical panel and electrical meter located on exterior of building

(4) unit service 150 amp to electrical panel with 110 circuits and 220 circuits to appliances such as air conditioners, dishwashers and dryers. adequacy of electrical systems is adequate to handle modern usage upon completion and certification of electrician

(5) Adequacy: the adequacy of electrical systems is adequate to handle modern usage upon completion and certification of electrician and is in full compliance with all applicable codes of 2020 Building code of New York State and 2017 national electric code (NEC)

(i) Service average number of circuits per apartment is approx.15 and allows capacity to handle modern appliances, specifically air conditioners, dishwashers and electric dryers.

(ii) Lighting and fixtures: each apartment has equal lighting and fixture-
first floor unit equipped with:
3-Ceiling mounted fixtures in living room
1-Ceiling mounted fixtures in kitchen
1-Ceiling mounted fixtures in kitchen closet
1-Ceiling mounted fixtures in hallway
1-Ceiling mounted fixtures in bathroom
1-Ceiling mounted fixtures in bedroom#2
1-Ceiling mounted fixtures in bedroom #2 closet
1-Ceiling mounted fixtures in master bedroom
1-Ceiling mounted fixtures in master bedroom closet
1-Ceiling mounted fixtures in master bedroom bathroom
2-wall mounted fixture at rear patio- waterproof
1-Ceiling mounted soffit light fixture at front entry
second floor unit equipped with:
2-Ceiling mounted fixtures in livingroom
1-ceiling mounted fixture in living room closet
1-Ceiling mounted fixtures in kitchen
1-Ceiling mounted fixtures in kitchen closet
1-Ceiling mounted fixtures in hallway
1-Ceiling mounted fixtures in bathroom
1-Ceiling mounted fixtures in bedroom#2
1-Ceiling mounted fixtures in bedroom #2 closet
1-Ceiling mounted fixtures in master bedroom
1-Ceiling mounted fixtures in master bedroom closet
1-Ceiling mounted fixtures in master bedroom bathroom
2-wall mounted fixture at rear balcony- waterproof
1-Ceiling mounted soffit light fixture at front entry
1-Ceiling mounted fixture in stairway
1-Ceiling mounted fixtures in front foyer

Both first floor and second floor units share a wall mounted light fixture at the front of the building- water proof- for unit number illumination- this fixture is responsible of the condominium board

Both first floor and second floor unit share a storage space in basement – each storage space to be equipped with 1 ceiling mounted light fixture and additional I ceiling mounted light fixture in the mechanical room. The basement corridor to be

have 6 ceiling mounted light fixtures. 1 waterproof wall mounted light fixture and every basement entry door- total 4- all basement fixtures and electric to be responsibility of condominium board

(iii) Convenience outlets, appliance outlets:
1-GFI 220 outlet for dryer
1-GFI 110 duplex outlet in bathroom
2-GFI 110 duplex outlet mounted at 44" a.f.f. in kitchen
1-Outlet for dishwasher
1-outlet for stove
1-outlet for refriderator
1-GFI outlet for wash machine
4-duplex outlet for bedroom #2
4-duplex outlets for master bedroom
2-duplex outlets in hallway
4 duplex outlets in living room

P. Intercommunication and/or Door Signal Systems, Security Closed Circuit TV.
(1) T.V., Verizon, or Satellite will be provided through the local company and billed individually to each unit. Antennas and satellite dishes will not be permitted on the Units without permission of the complex owners.
(2) no intercommunication systems on this property or buildings
(3) no security closed circuit TV systems on this property or buildings
(4) hardwire door bells to be included and every unit entry door- total of 16 doorbells

Q. Public Area Lighting: (refer to Northcoast engineer report)
(1) All lighting will be owned and maintained by the condominium association. The parking area and paved roadways will be lit with 20' high pole and building mounted LED area lighting.

R. Garages and Parking Areas: (refer to Northcoast engineer report)
(1) Each unit will be provided with parking spaces in the parking lot. The project does not include any proposed indoor garages.
(2) All exterior private parking will be owned and maintained by the condominium association. There are a total of 40 exterior parking stalls provided, including 2 ADA accessible van stalls. As required by the Village of Lynbrook, 2.5 stalls are required per unit. Each unit is provided with one designated parking space in the parking lot and the remaining spaces will be open to all residents and visitors.
(3) Parking area paving shall consist of 1-1/2" compacted asphalt top course over a 1-1/2" compacted asphalt binder course, and a 6" recycled concrete aggregate subbase.
(4) Parking will be unattended.
(5) All stormwater drainage will be handled on site within a series of (10) precast concrete drywells located throughout the parking lot. Surface runoff will be directed towards cast iron grate catch basins and piped directly into the drywells through 8" diameter corrugated polyethylene pipe.

S. Swimming Pool(s).
(1) There is no swimming pools associated with this property.

T. Tennis Courts, Playgrounds and Recreational Facilities.
(1) There are no courts, playgrounds or recreational facilities associated with this property.

U. Permits and Certificates.
(1) Required permits will include the village of Lynbrook building department, village of Lynbrook Plumbing Permit, village of Lynbrook Fire Sprinkler Permit, Nassau County fire marshal department, Nassau County Department of Health Waste Water Management approval. Inspections are determined by the Village of Lynbrook upon

issuance of the permit but will include the following: Drywells, Footings, Foundations, Framing (Rough & Final), Insulation, Plumbing, Electrical Underwriters. The village of Lynbrook will be performing all inspections, and the duration of approval is one year (before renewal of permit is required). Recurring inspections after building is in operation are: NFPA 80, Sprinkler, gas pressure test,
Boiler/Safety, Fire Alarm, Backflow Preventer, and these inspections will occur annually.

V. Violations.

(1) There are no outstanding violations associated with this property.

(2) The sponsor (capital home improvements) will cure any outstanding violation prior to the closing

W. Unit Description.

-Any basement spaces are non-habitable, accessory use only, and may not be used for living, sleeping or cooking purposes and may not be rented independently.

-Any attic spaces are unfinished, non-habitable space. Attic space is a truss system and yields a clear headroom of 6'-6" down the center aisle. The attic may not be used for any purpose, not even storage, as it is not sprinklered.

-For walls and ceilings, all primer paint to be Benjamin Moore or equal and shall receive 1 coats of primer and 2 finished coats of -paint. – Benjamin Moore- eggshell

No real wood floors are present all finish floor are laminated as described below

(1) This development consists of 16 Townhouse apartment Units located within two building structures- building A and building B. While these units are designated as Units 1 through 16 for clarity, they are all similar in unit types, depending on where they are located within the overall building. The units that are located on each end of the building, each with an exterior side wall have slight alteration and additional windows, etc. unit 1 – closet unit to the handicap space has an interior layout more acceptable for an ADA compliance unit. Refer to the Unit Designation Key Plan included towards the end of this report for clarity.

(2) Each of the units are virtually identical in layout apart from a couple of minor variances in area due to the relationship of one to the other because of setbacks in the groupings. The first-floor units contain an entrance foyer porch, two 3-fixture bathroom, a kitchen, a living room, a mechanical shaft, linen closet and a master bedroom and a second bedroom. No stairway on first floor units. The building shall be built flush with the grade of the property surrounding so a reverse brick ledge foundation is required. The first-floor level second bedrooms have an egress window at the rear and the master bedroom has a sliding glass door egress directly to the ground floor in compliance with the 2020 building and Residential Code of New York State.
The first-floor units contain a galley kitchen with half height wall, dining area, hallway 3 – piece bathroom with alcove tub, living room, linen closet, master bedroom with closet and patio on grade leading out with sliding glass door. The master bedroom contains its own 3-piece bathroom with walk in shower. The second bedroom contains a closet with egress windows. A laundry closet with bi-fold door located off the hallway.
The second floor are identical with layout and contains an entrance foyer porch leading to a straight run stair up, two 3-fixture bathrooms, a kitchen, a living room, a mechanical shaft, linen closet and a master bedroom and a second bedroom. The second floor level with two bedrooms have an egress window at the rear directly leading to the exterior in compliance with the 2020 building and Residential Code of New York State.
The second-floor units contain an open kitchen with an island. The stairway is open to below with a half-height wall, dining area, hallway 3 – piece bathroom with alcove tub, living room, linen closet, master bedroom with closet and patio on grade leading out with sliding glass door. The master bedroom contains its own 3-piece bathroom with walk in

shower. The second bedroom contains a closet with egress windows. A laundry closet with bi-fold door located off the hallway.
All second-floor units except for unit 10 and 12 have an exterior balcony at the rear off the master bedroom. This balcony ranges from 24 sq. ft.to 57 sq. ft. in area, depending on the unit – refer to the Limited Common Area table below for specifics.
Each unit will have a cellar storage area and a mechanical room. The cellar is accessible from an exterior stairs only- 2 access stairs and each end of the buildings will be provided in the cellar. The cellar is then divided into each unit storage rooms approximately 250 sqft and contains an additional mechanical room of 104 sq ft.
The attic is an open, unfinished, non-habitable space. The attic will not be used with any purpose, and the attic cannot be access through the interior units/ access to the attic is from exterior end gable walls with a 36"X36" hatch- one on each side of the building. A service extension ladder will be provide by the maintenance crew and landlord to access the attic hatches. The attic will not be used for storage, clear headroom in the attic is 6'-7" at the flat rafter truss structure and 9'-5" to the highest point.
There is 1 standing shower in each unit in this project, all showers to be walls to be durabase fiberglass shower wall accessory with a porcelain polished tile on adjacent walls. The shower floor to be durabase fiberglass shower floors rectangular, single threshold, 32" series and porcelain tile floor adjacent.
Floor to ceiling heights is as follow: cellar flr: 7'-0", first floor: 8'-0", second floor 8'-0".
Kitchen cabinet interiors to be melamine with shaker style doors painted white.
kitchen countertops to be quartz 3cm, qsl-calasierra and island countertop to be equal.
Each kitchen to have one sinks- single bowl 2318- sin-18-sinbwl-2318. No sink included in laundry closet.

(3) The breakdown of the gross unit areas shall be as follows:
UNIT AREAS:

units	Cellar floor- Limited common element- storage /mech. room	First floor	Second floor with stair and front 1st floor foyer (20sf)	Total floor area (includes limited common element- cellar)
Unit 1 - ADA	439	868		1,307
Unit 2	387		913	1,300
Unit 3	387	830		1,217
Unit 4	403		911	1,314
Unit 5	384	830		1,214
Unit 6	387		903	1,290
Unit 7	387	830		1,217
Unit 8	403		911	1,314
Unit 9	403	830		1,233
Unit 10	386		903	1,289
Unit 11	385	840		1,225
Unit 12	412		920	1,332
Unit 13	271	840		1,111
Unit 14	380		913	1,293
Unit 15	392	840		1,232
Unit 16	407		920	1,327

Limited common elements:

units			Front portico/porch	Rear patio	2nd floor balcony		
Building A			(6) @ 25 = 150	(2) @25 & (2) @ 57 = 164	(2) @25 & (2) @ 57 = 164		
Building B			(2) @ 25 = 50	(1)@25 & (1) @57= 82	(1)@25 & (1) @57= 82		

General common elements:

units	Cellar hallway common storage area	Cellar stairs					
Building A	470	150					
Building B	268	150					

X. Finish Schedule of Spaces Other Than Units.

(1) There are no spaces other than units associated with this building apart from the spaces listed in the "Limited Common Elements" table above.

Y. Safety and Warning Devices.

a. Smoke and carbon monoxide alarms are provided throughout the unit. Additionally, there is a fire alarm panel monitoring sprinkler water flow and heat detection in the attic. Should the panel detect an alarm condition, an audible and visual alarm will be enabled throughout the building, including within each unit.

b. Fire Protection: All units feature an NFPA-13R sprinkler system per code.

Z. Additional Information Required.

(1) The Site Plan was approved on September 2, 2022.and is contained in Part II of the Offering Plan.

(2) An area map showing the location of the project to its surroundings is included in Part II of the Offering Plan.

(3) Unit floor plan drawings are included in Part II of the Offering Plan.

(4) The floor to ceiling heights are as follows

(i) cellar Floor: 7'-0".

(ii) First Floor: 8'-0".

(iii) Second Floor: 8'-0".

(5) Approximate area of each unit: first floor units Range between 790 sq. ft. and 800 sq. ft.. while the second-floor units range from 850 sf to 860 sf See the Unit Information in section W.

(6) Overall floor plans showing unit boundaries and the relationship of units to each other are included in Part II of the Offering Plan.

AA. Areas That Cannot be Adequately Evaluated by a Visual Examination.

(1) The site contains an existing building that will be demolished and removed

BB. Future Development.

(1) There are no plans for the sponsor to add additional units to the building or to alter the proposed spaces within the building.

CC. Asbestos.

(1) No asbestos found is present to the best of our knowledge.

DD. Lead-based Paint.

(1) no lead paint found is present to the best of our knowledge

EE. Unit Material Finishes

(a) Sheetrock: All sheetrock shall receive 3 coats of spackle – two base coats and one polished coat. All sheetrock shall.be painted. The paint finish on all walls and ceilings shall consist of one (1) coat of primer and two (2) coats of flat finish of Benjamin Moore latex, or equal or better.

(b) Interior Wood Trim: Interior wood trim shall receive one (1) coat of primer and two (2) coats of Advance satin finish.

(c) luxury laminated vinyl Floors: Finished vinyl floors shall be laurel reserve "select" grade or better. All flooring shall be colored finish with hyde haven style and scandi style.

(d) Wood Stairs: The staircases shall be wood oak treads and newel posts, poplar wood risers and stringers and metal rails and balusters. The treads and newel posts shall be finished with three (3) coats of polyurethane to match the floors. The risers and stringers shall receive two coats of paint (a primer and one (1) coat of finish). The metal balusters shall be painted black.

GENERAL SPECIFICATIONS

finish flooring: (color samples to be provided by floor contractor)

Interior Doors: ANDERSEN primed and painted - 1 ¾" - 9/16" raised panel

hardware: ANDERSEN hardware selected by contractor- black brass finish

Interior Door hinges: Andersen square hinges, black brass

Doorstops: Andersen Half dome style, black brass

Shades: no shades- apartment owner to provide

Paint: Benjamin Moore OC-17 or equal

- Ceilings= flat
- Moulding= satin
- Walls= flat

Exterior lighting: At entrances: West Elm cylinder outdoor LED sconce (black)
On building: West Elm cylinder outdoor LED sconce (black)

Windows:

- Andersen 100 series black interior/black exterior
- Finish of window/exterior door hardware= black brass
- Exterior door hardware= Andersen gliding door, black brass

Front Door:

- Thermatru, white – shaker 36inX80 inX4-9/16 in fiberglass craftsmen- model # BMTT626364
- Front door hardware THERMATRU, lifetime BLACK brass
- Front door deadbolt THERMATRU deadbolt, BLACK brass

- Front door – no doorbell
- Front door – no door knocker

Moulding: (all selections from Home Depot)
- Crown: not applicable
- Chair rail: not applicable
- Base: designer series base moulding
- Shoe: not applicable

GROUND LEVEL
*Entry/Stair foyer:
- painted gypsum board finish ceiling and walls
- single ceiling mounted light fixture center on ceiling

Hall: luxury vinyl plank flooring:
- laurel reserve hyde haven 8.98X48.03 id#-vtrhydhav9x48-8mm-22mil
- laurel reserve scandi 8.98X48.03 id#-vtrscandi9x48-8mm-22mil
- painted gypsum board finish ceiling and walls
- single ceiling mounted light fixture center on ceiling

Stairs: (stair contractor to provide posts and shop drawings for approval)
- posts (small), treads, and handrail stained to match floor
- Risers ptd. White/ treads oak stained to match flooring
- Thin black metal balusters
- single ceiling mounted light fixture center on stairwell
- 6'-8" ceiling height throughout stair run

First floor master bathroom:
- flooring- aria bianco12X24 polished porcelain tile- id# naribia1224p
- walls-aria bianco 2X4 mosaic polished porcelain tile
- vanity countertop- quartz- 3 cm id#- qsl-carbreve-3cm.master bath quartz
- Polished chrome or white finish (all fixtures and accessories to be delta or equal, or better unless otherwise noted)
- Vanity: 42" wide single drop sink with base cabinet – honor shaker- GH cabinetry- white
- sink- Kraus - Standard pro 25" dual mount drop-in - 16 gauge single bowl deep laundry utility- stainless steel
- delta- nicolli single handle bathroom faucet- chrome
- shower stall- durabase shower floor 32"X60"- white
- Universal showering components hand shower 1.75 gpm with side bar- chrome
- Multichoice universal tub and shower rough universal inlet/outlet
- Modern monitor 14 series shower trim- chrome – shower only trim
- toto Toilet: entrada close coupled elongated toilet 1.28 gpf- cotton white
- toto Toilet seat- softclose slow close elongated toilet seat and lid- cotton white – ss114
- (1) waterproof ceiling mounted light fixture
- (1) ventilation exhaust fan- 80 cfm
- (1) Mirrors: Home Depot mirror 24" x 30"
- Frameless glass shower door w/ polish chrome hardware

FIRST FLOOR hallway bathroom:
- flooring- eden statuary 3X3 hexagon, matte – id#nedesta3x3hex
- walls-eden statuary 12X24 polished- id#- nedesta1224p
- vanity countertop- quartz- arctic white quartz size: 3cm id# qsl-arcwht-3cm
- Polished chrome or white finish (all fixtures and accessories to be delta or equal, or better unless otherwise noted)
- Vanity: 36" wide single drop sink with base cabinet – honor shaker- GH cabinetry- white
- sink- Kraus - Standard pro 25" dual mount drop-in - 16 gauge single bowl deep laundry utility-

stainless steel
- delta- nicolli single handle bathroom faucet- chrome
- tub- 32X60X21.5 bathtub with apron- white
- Multichoice universal tub and shower rough universal inlet/outlet
- Modern monitor 14 series tub and shower trim- chrome
- Toilet: entrada close coupled elongated toilet 1.28 gpf- cotton white
- Toilet seat- softclose slow close elongated toilet seat and lid- cotton white – ss114
- (1) waterproof ceiling mounted light fixture
- (1) ventilation exhaust fan- 80 cfm
- (1) Mirrors: Home Depot mirror 24" x 30"

First floor Kitchen:
- (chrome finish)- plumbing fixtures to be Westville or equal, or better unless otherwise noted
- Main Sink: single bowl- 2318 kitchen sink, sin-18-sinbwl-2318
- (1) sink strainers
- Main faucet: Westville single handle pull down kitchen faucet- chrome
- Cabinet hardware: pull - black
- honor Shaker H8 inset cabinet door style with flat edge (door style to be approved): white cabinets (finish to be approved) GH cabinetry
- countertop: 3 cm id# qsl-calasierra-3cm kitchen quartz
- Island countertop: - no island on first floor
- Backsplash (tile): white glossy 3X6 beveled id# nwhiglo3x6bev-n
- Refrigerator: French door refrigerator – GRFC2353AF- stainless steel – with freezer button draw
- Microwave: 1.9 cu.ft. over-the-range microwave – GMOS1962AF – stainless steel- version 09/23
- Dishwasher- 24" stainless steel tub built-in dishwasher with cleanboost – GDSH4715AF- version 08/23
- Hood (stainless steel), interior= GE 600 cfm internal blower or equal
- Range: 30" front control gas range with total convection- GCFG3060BF- stainless steel- version 05/23 - dwg show electric
- lighting- A single ceiling mounted LED light fixture- centered on room
- flooring-- laurel reserve hyde haven 8.98X48.03 id#-vtrhydhav9x48-8mm-22mil

First floor Laundry closet/Hall:
- The laundry closet contains one clothes washing machine. The washer shall be a 5.0 cu. Ft. top load washer, white steel, by LG – Model # WT7150CW – or equal or better.
- The laundry closet contains one clothes dryer. The clothes dryer shall be a electric 7.3 .cu. ft. front load dryer, white steel, by LG – Model # DLE7150W - or equal or better.
- Center ceiling mount lighting fixture (hall outside laundry closet and in laundry closet) – LED
- flooring-- laurel reserve hyde haven 8.98X48.03 id#-vtrhydhav9x48-8mm-22mil

First floor Living Room:
- flooring-- laurel reserve hyde haven 8.98X48.03 id#-vtrhydhav9x48-8mm-22mil
- walls—painted gypsum board finish
- lighting- A single ceiling mounted LED light fixture- centered on room

First floor master bedroom
- flooring-- laurel reserve hyde haven 8.98X48.03 id#-vtrhydhav9x48-8mm-22mil
- walls—painted gypsum board finish
- lighting- A single ceiling mounted LED light fixture- centered on room
- sliding glass door- Andersen 100 series- 5068L- second means of egress to patio
- exterior patio- poured concrete slab- min. 4inches- smooth finish- pitch away from building

First floor bedroom #2
- flooring-- laurel reserve hyde haven 8.98X48.03 id#-vtrhydhav9x48-8mm-22mil
- walls—painted gypsum board finish
- lighting- A single ceiling mounted LED light fixture- centered on room

- egress windows – (2) Andersen single hung- 100 series- 3050-2

SECOND FLOOR

Second floor master bathroom:

- flooring- aria bianco12X24 polished porcelain tile- id# naribia1224p
- walls-aria bianco 2X4 mosaic polished porcelain tile
- vanity countertop- quartz- 3 cm id#- qsl-carbreve-3cm.master bath quartz
- Polished chrome or white finish (all fixtures and accessories to be delta or equal, or better unless otherwise noted)
- Vanity: 42" wide single drop sink with base cabinet – honor shaker- GH cabinetry- white
- sink- Kraus - Standard pro 25" dual mount drop-in - 16 gauge single bowl deep laundry utility-stainless steel
- delta- nicolli single handle bathroom faucet- chrome
- shower stall- durabase shower floor 32"X60"- white
- Universal showering components hand shower 1.75 gpm with side bar- chrome
- Multichoice universal tub and shower rough universal inlet/outlet
- Modern monitor 14 series shower trim- chrome – shower only trim
- toto Toilet: entrada close coupled elongated toilet 1.28 gpf- cotton white
- toto Toilet seat- softclose slow close elongated toilet seat and lid- cotton white – ss114
- (1) waterproof ceiling mounted light fixture
- (1) ventilation exhaust fan- 80 cfm
- (1) Mirrors: Home Depot mirror 24" x 30"
- Frameless glass shower door w/ polish chrome hardware

second FLOOR hallway bathroom:

- flooring- eden statuary 3X3 hexagon, matte – id#nedesta3x3hex
- walls-eden statuary 12X24 polished- id#- nedesta1224p
- vanity countertop- quartz- arctic white quartz size: 3cm id# qsl-arcwht-3cm
- Polished chrome or white finish (all fixtures and accessories to be delta or equal, or better unless otherwise noted)
- Vanity: 36" wide single drop sink with base cabinet – honor shaker- GH cabinetry- white
- sink- Kraus - Standard pro 25" dual mount drop-in - 16 gauge single bowl deep laundry utility-stainless steel
- delta- nicolli single handle bathroom faucet- chrome
- tub- 32X60X21.5 bathtub with apron- white
- Multichoice universal tub and shower rough universal inlet/outlet
- Modern monitor 14 series tub and shower trim- chrome
- Toilet: entrada close coupled elongated toilet 1.28 gpf- cotton white
- Toilet seat- softclose slow close elongated toilet seat and lid- cotton white – ss114
- (1) waterproof ceiling mounted light fixture
- (1) ventilation exhaust fan- 80 cfm
- (1) Mirrors: Home Depot mirror 24" x 30"

Second floor Kitchen:

- (chrome finish)- plumbing fixtures to be Westville or equal, or better unless otherwise noted
- Main Sink: single bowl- 2318 kitchen sink, sin-18-sinbwl-2318
- (1) sink strainers
- Main faucet: Westville single handle pull down kitchen faucet- chrome
- Cabinet hardware: pull - black
- honor Shaker H8 inset cabinet door style with flat edge (door style to be approved): white cabinets – GH cabinetry
  (finish to be approved)
- countertop: 3 cm id# qsl-calasierra-3cm kitchen quartz
- Island countertop:- 3 cm id# qsl-calasierra-3cm kitchen quartz

- island cabinets - Shaker inset cabinet door style with flat edge (door style to be approved): white cabinets (finish to be approved)
- Backsplash (tile): white glossy 3X6 beveled id# nwhiglo3x6bev-n
- Refrigerator: French door refrigerator – grfc2353af- stainless steel – with freezer button draw
- Microwave: 1.9 cu.ft. over-the-range microwave – GMOS1962AF – stainless steel- version 09/23
- Dishwasher- 24" stainless steel tub built-in dishwasher with cleanboost – GDSH4715AF- version 08/23
- Hood (stainless steel), interior= GE 600 cfm internal blower or equal
- Range: 30" front control gas range with total convection- GCFG3060BF- stainless steel- version 05/23
- lighting- A single ceiling mounted LED light fixture- centered on room
- flooring--laurel reserve scandi 8.98X48.03 id#-vtrscandi9x48-8mm-22mil

Laundry closet/Hall:

- The laundry closet contains one clothes washing machine. The washer shall be a 5.0 cu. Ft. top load washer, white steel, by LG – Model # WT7150CW – or equal or better.
- The laundry closet contains one clothes dryer. The clothes dryer shall be a electric 7.3 .cu. ft. front load dryer, white steel, by LG – Model # DLE7150W - or equal or better.
- Center ceiling mount lighting fixture (hall outside laundry closet and in laundry closet) – LED
- flooring-- laurel reserve scandi 8.98X48.03 id#-vtrscandi9x48-8mm-22mil

Living Room:

- flooring laurel reserve scandi 8.98X48.03 id#-vtrscandi9x48-8mm-22mil
- walls—painted gypsum board finish
- lighting- A single ceiling mounted LED light fixture- centered on room

Second floor master bedroom

- flooring laurel reserve scandi 8.98X48.03 id#-vtrscandi9x48-8mm-22mil
- walls—painted gypsum board finish
- lighting- A single ceiling mounted LED light fixture- centered on room
- sliding glass door- Andersen 100 series- 5068L- second means of egress to patio
- exterior patio- poured concrete slab- min. 4inches- smooth finish- pitch away from building

second floor bedroom #2

- flooring-- laurel reserve scandi 8.98X48.03 id#-vtrscandi9x48-8mm-22mil
- walls—painted gypsum board finish
- lighting- A single ceiling mounted LED light fixture- centered on room
- egress windows – (2) Andersen single hung- 100 series- 3050-2

Cellar:

- flooring—unfinished- smooth concrete floor
- exterior walls- poured concrete masonry walls- unfinished
- interior bearing wall- unit dividing walls—2X6 bearing demising wall with 5/8" gypsum board type 'x' fire rated- ul#u305 – 1 hr rated assembly
- interior wall-tenant dividing walls—2X4 demising wall with 1/2" gypsum board – non bearing- division wall between tenant storage spaces
- interior wall- mechanical room—2X4 wall with 5/8" gypsum board type 'x' fire rated- ul#u305 – 1 hr rated assembly
- lighting- single ceiling mounted LED light fixture- centered on each storage room
- lighting- single ceiling mounted LED light fixture- centered on each mechanical room
- lighting- single ceiling mounted LED light fixture- centered on hallway run- total 6 for building B and 12 for building A
- mechanical room door- 1 hour rated fire door 'B' label

See table below for summary of Unit Specifications:
All as described, or equal or better- consult with owner prior to ordering and installing

All units				
Rooms:	floor	base	walls	Ceiling- fire rated
kitchen	Laminate vinyl	wood	Sheetrock- painted & tile backsplash	Sheetrock- painted
Living room	Laminate vinyl	wood	Sheetrock- painted	Sheetrock- painted
closet	Laminate vinyl	wood	Sheetrock- painted	Sheetrock- painted
hallway	Laminate vinyl	wood	Sheetrock- painted	Sheetrock- painted
Laundry closet	tile	tile	Sheetrock- painted	Sheetrock- painted
Linen closet	Laminate vinyl	wood	Sheetrock- painted	Sheetrock- painted
Bathroom	tile	tile	Sheetrock- painted and tile @ tub	Sheetrock- painted
Bedroom #2	Laminate vinyl	wood	Sheetrock- painted	Sheetrock- painted
closet	Laminate vinyl	wood	Sheetrock- painted	Sheetrock- painted
Master bedroom	Laminate vinyl	wood	Sheetrock- painted	Sheetrock- painted
closet	Laminate vinyl	wood	Sheetrock- painted	Sheetrock- painted
Master bathroom	tile	tile	Sheetrock- painted and tile @ shower	Sheetrock- painted
stairway	hardwood	wood	Sheetrock- painted	Sheetrock- painted
Entry foyer	tile	wood	Sheetrock- painted	Sheetrock- painted

All as described, or equal or better- consult with owner prior to ordering and installing

Plumbing/drainage/fixture/equipment info.			
item	manufacturer	model	description
Kitchen sink	---	Sin-18-sinbwl-2318	Single bowl
Kitchen sink faucet	delta	Westville single hand pull down	chrome
refrigerator	Frigidaire gallery	GRFC2353AF	French door- stainless steel
microwave	Frigidaire gallery	GMOS1962AF	Stainless steel
range	Frigidaire gallery	GCFG3060BF	Stainless steel
Range hood	--		
dishwasher	Frigidaire gallery	GDSH4715AF	Stainless steel
Wash machine	LG	WT7150CW	5.0 cu ft top loader
Drying machine	LG	DLE7150W	7.3 cuft front load
Hot water heater	A.O. SMITH	---	---
Furnace-air handler	GOODMAN	---	----

All as described, or equal or better- consult with owner prior to ordering and installing

Bathroom fixtures: - hallway bathroom			
item	manufacturer	model	description
Vanity cabinet	GH Cabinetry	Honor shaker	42" wide
Sink faucet	Delta	Nicolli single handle	chrome
sink	Kraus	Standard pro 25" dual mount drop-in	16 gauge single bowl-stainless steel
countertop	Quartz	QSL-ARCWHT-3CM	Arctic white- 3 cm
bathtub	Fine Fixtures	Bathtub with apron	32X60X21.5 - white
toilet	TOTO	Entrada closed couple elongated toilet	1.28 gpf- cotton
Tub spout	Delta	Modern monitor 14 series	Tub and shower trim-chrome
mirror	Glacier bay	Rectangular frameless wall bathroom vanity mirror	36 in W X 42 in H
Toilet seat	TOTO	Soft close elongated seat	Cotton white

All as described, or equal or better- consult with owner prior to ordering and installing

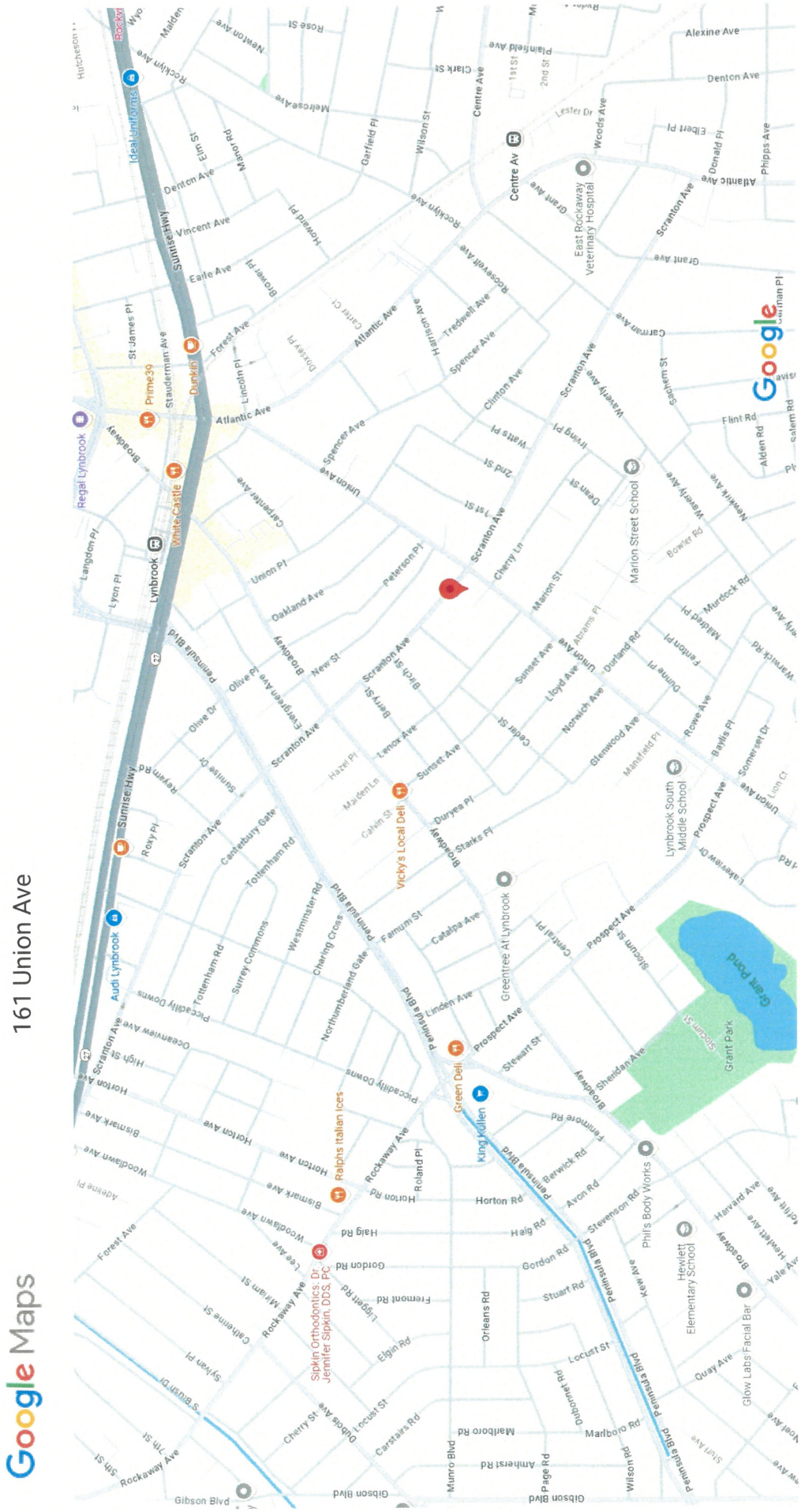
Bathroom fixtures: - master bathroom			
item	manufacturer	model	description
Vanity cabinet	GH Cabinetry	Honor shaker	42" wide
Sink faucet	Delta	Nicolli single handle	chrome
sink	Kraus	Standard pro 25" dual mount drop-in	16 gauge single bowl-stainless steel
countertop	Quartz	QSL-ARCWHT-3CM	Arctic white- 3 cm
shower	Mustee	Durabase shower floor	32X60- white
toilet	TOTO	Entrada closed couple elongated toilet	1.28 gpf- cotton
Shower body	Delta	Modern monitor 14 series	shower only trim-chrome
Shower component	Delta	Universal showering hand shower component	1.75 gpm with slide bar-chrome
mirror	Glacier bay	Rectangular frameless wall bathroom vanity mirror	36 in W X 42 in H
Toilet seat	TOTO	Soft close elongated seat	Cotton white

All as described, or equal or better- consult with owner prior to ordering and installing

Lighting fixtures			
item	manufacturer	model	description
Front outdoor wall sconce	West Elm	cylinder outdoor LED sconce- wall mount	black
Rear outdoor wall sconce	West Elm	cylinder outdoor LED sconce – wall mount	black
Stair light	Cooper lighting	Ceiling mounted	LED – 60 watt
Kitchen light	Cooper lighting	Ceiling mounted	LED – 60 watt
Hall light	Cooper lighting	Ceiling mounted	LED – 60 watt
Living room light	Cooper lighting	Ceiling mounted	LED – 60 watt
Bathroom light	Cooper lighting	Ceiling mounted	LED – 60 watt
Bedroom #2 light	Cooper lighting	Ceiling mounted	LED – 60 watt
Master bedroom light	Cooper lighting	Ceiling mounted	LED – 60 watt
Master bathroom light	Cooper lighting	Ceiling mounted	LED – 60 watt
Closet(s) lights	Cooper lighting	Ceiling mounted	LED – 60 watt
Cellar storage room light	Cooper lighting	Ceiling mounted	LED – 60 watt
Cellar mech room light	Cooper lighting	Ceiling mounted	LED – 60 watt
Cellar hallway light	Cooper lighting	Ceiling mounted	LED – 60 watt
Cellar outdoor light	West Elm	cylinder outdoor LED sconce- wall mount	black

SCHEDULE G-1

AREA MAP


Google Maps
161 Union Ave
Google
Union Ave
Scranton Ave
Broadway
Lynbrook
Sunrise Hwy
Peninsula Blvd
Atlantic Ave
Rockaway Ave
Horton Rd
Prospect Ave
Grant Park
Green Deli
Vicky's Local Deli
Ralphs Italian Ices
Sipkin Orthodontics: Dr. Jennifer Sipkin, DDS, PC
Lynbrook South Middle School
Marion Street School
East Rockaway Veterinary Hospital
Hewlett Elementary School
Phil's Body Works
Glow Labs Facial Bar
Greentree At Lynbrook
Gibson Blvd
Marlboro Rd
Locust St
Stuart Rd
Gordon Rd
Haig Rd
Berwick Rd
Avon Rd
Stevenson Rd
Orleans Rd
Elgin Rd
Cherry St
Carstairs Rd
Munro Blvd
Amherst Rd
Page Rd
Wilson Rd
Duboune Rd
Quay Ave
Harvard Ave
Yale Ave
Sheridan Ave
Stewart St
Linden Ave
Catalpa Ave
Fairmun St
Durkin
Prime39
White Castle
Audi Lynbrook
Regal Lynbrook
Ideal Uniforms
Dunkin'
Vicky's Local Deli
Green Deli
King Kullen

SCHEDULE G-2

PLOT PLAN

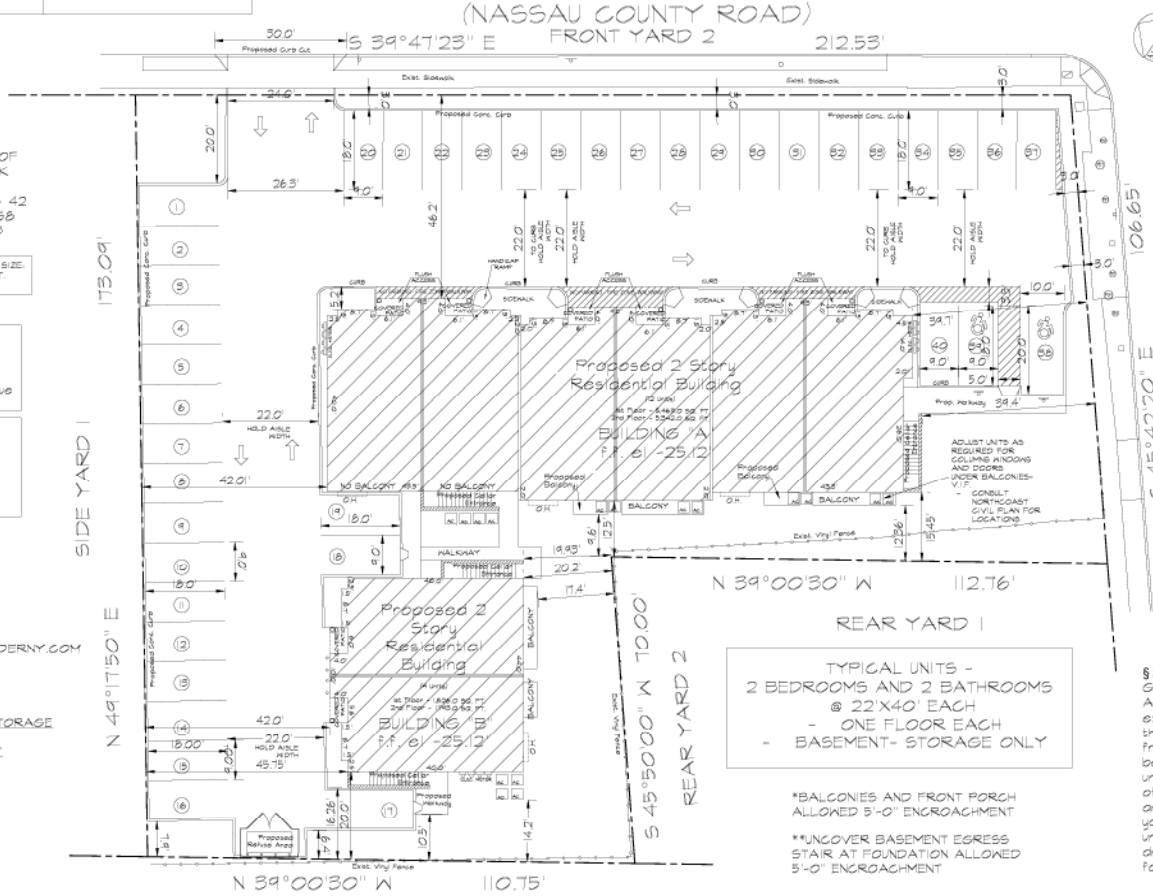
PARKING LOT AISLES, CURBS, CURB CUTS, APRONS, ADA STRIPING AND APRONS, AND WALKWAYS, LIGHTING, ETC. TO BE DESIGNED BY CIVIL ENGINEERS- BY OTHERS FILED SEPARATELY

STORM DRAINAGE, SEWAGE, SEWER GRATE, MAN HOLE COVERS, ETC. AT PARKING LOT TO BE DESIGNED BY CIVIL ENGINEERS- BY OTHERS FILED SEPARATELY

** REFER TO NORTHCOAST CIVIL ENGINEERS SITE PLAN/ SURVEY CONSTRUCTION DOCUMENTS FOR MORE INFORMATION ON EXTERIOR WORK

THIS IS AN ARCHITECTS PLOT PLAN AND IS SUBJECT TO VERIFICATION BY A LICENSED SURVEYOR. INFORMATION OBTAINED FROM PLOT PLAN PREPARED BY;
PEI-DAU LIU, ARCHITECT
384 NASSAU PARKWAY, OCEANSIDE, NY 11572
P. 516-580-1787

SCRANTON AVENUE
(NASSAU COUNTY ROAD)



VILLAGE OF LYNBROOK

SECTION - 42
BLOCK- 158
LOT - 433

EXISTING LOT SIZE:
30,197.21 SQ.FT.
0.69 ACRE

AVERAGE FRONT YARD SETBACK: union avenue 10.05'

AVERAGE FRONT YARD SETBACK: scranton avenue 35.6'

337

BUILDING CONTACT-
BILLY GREIER
516-655-6902
BILLY@CAPITALHOMESBUILDERNY.COM

BUILDING ZONE ORDINANCE-
CHAPTER 252 ARTICLE VIII-STORAGE AND PARKING OF VEHICLES
SECTION 252-54- OFF STREET PARKING REQUIREMENTS

TYPE OF USE

MULTIPLE- FAMILY DWELLING USES

NUMBER OF REQUIRED SPACES:

SEE SECTION 252-50

§ 252-50
PARKING SPACE FOR MULTIPLE DWELLINGS.
[AMENDED 10-10-1974 BY L.L. NO. 2-1974]
WHENEVER AN APARTMENT HOUSE OR MULTIPLE DWELLING SHALL HEREAFTER BE ERECTED OR ALTERED FOR THE USE OF THREE OR MORE FAMILIES, PROVISION MUST BE MADE FOR GARAGE SPACE OR OFF-STREET PARKING SPACE, WHICH PARKING SPACE SHALL BE HARD-SURFACED AND MARKED FOR EACH CAR FOR PRIVATE PASSENGER AUTOMOBILES ONLY, IN A NUMBER EQUAL TO NO LESS THAN 2 1/2 CARS FOR EACH FAMILY OR HOUSEKEEPING UNIT IN EACH SUCH APARTMENT HOUSE OR MULTIPLE DWELLING. SAID GARAGE OR PARKING SPACE SHALL BE FOR THE USE ONLY OF TENANTS OR OCCUPANTS OF SUCH APARTMENT HOUSE OR MULTIPLE DWELLING AND NO OTHERS. SAID GARAGES SHALL NOT ENCROACH UPON THE REAR YARD, SIDE YARD OR FRONT YARD REQUIREMENTS AND SHALL NOT EXCEED ONE STORY IN HEIGHT, AND SUCH GARAGE OR PARKING SPACE SHALL BE ERECTED ON THE PLOT OR PARCEL UPON WHICH SUCH APARTMENT HOUSE OR MULTIPLE DWELLING IS ERECTED OR ALTERED. SUCH GARAGE, IF ERECTED IN THE REAR OF THE PREMISES, SHALL BE ERECTED AT LEAST FOUR FEET FROM THE PROPERTY LINES.0

§ 252-88
OFF-STREET PARKING REQUIREMENTS.
[AMENDED 10-10-1974 BY L.L. NO. 2-1974; 10-26-1982 BY L.L. NO. 11-1982]
PROVISION SHALL BE MADE ON THE SAME PLOT UPON WHICH A MULTIPLE DWELLING IS ERECTED FOR OFF-STREET PARKING SPACES FOR PRIVATE PASSENGER AUTOMOBILES ONLY, IN A NUMBER EQUAL TO 250% OF THE NUMBER OF APARTMENT SUITES AND FOR ALL OTHER MULTIPLE DWELLINGS PROVIDING ACCOMMODATIONS FOR TRANSIENTS.

PARKING CALCULATIONS:

250% OF NUMBER OF UNITS

16 UNITS

16x250% = 40 SPACES

40 SPACES REQUIRED

40 SPACES PROVIDES

TABLE 208.2 ADA
= 26 TO 50 SPACES REQUIRE (2) HANDICAP SPOT

PLOT PLAN
SCALE: 1" = 10'-0"

PROPOSED LANDSCAPE DIAGRAMMATICAL ONLY- LANDSCAPE DESIGNED BY OTHERS- COORDINATE WITH LANDSCAPE ARCHITECT AND/OR CIVIL ENGINEER FOR HARDSCAPE AND LANDSCAPE DESIGN- BY OTHERS FILED SEPARATELY

LOT #433

NEW CIVIL ENGINEERING, WATER RETENTION SYSTEM-DESIGNED BY OTHER

- NEW SEWER LINE CONNECTION- PUBLIC SEWERS
- NEW GAS METER
- NEW WATER LINE FROM STREET
- NEW MAIN ELECTRIC UTILITY LINE

PROPOSED STRUCTURAL DRAWINGS COMPLETED BY STRUCTURAL ENGINEER THOMAS D. REILLY, P.E.

TYPICAL UNITS -
2 BEDROOMS AND 2 BATHROOMS
@ 22'X40' EACH
- ONE FLOOR EACH
- BASEMENT- STORAGE ONLY

*BALCONIES AND FRONT PORCH ALLOWED 5'-0" ENCROACHMENT

**UNCOVER BASEMENT EGRESS STAIR AT FOUNDATION ALLOWED 5'-0" ENCROACHMENT

§ 252-100
Grading and landscaping.
An area no less than eight feet wide immediately adjacent to and extending around the rear sides of the building and an area of no less than 25 feet in width immediately adjacent to and extending across the front of the building, except a walk from the sidewalk to the building, shall be graded, landscaped and continuously maintained as open and unencumbered area. An area no less than four feet wide at the perimeter of the plot and lot line extending the full length of the side yards and an area of no less than eight feet wide extending the full width of the rear yard shall be graded, landscaped and continuously maintained as open and unencumbered access. All other open areas of the whole plot used for driveways and parking for automobiles shall be surfaced with drainage facilities to remove stormwater.

PROJECT INTENT:
NEW RESIDENTIAL APARTMENT BUILDING
- EXTERIOR WORK
- NEW BUILDING
- HARDSCAPE AND PAVER
- NEW HANDICAP RAMP/APRONS
- NEW MASONRY STEPS
- NEW GUARDRAIL AND HANDRAIL
- NEW WALKWAY LIGHTING
- NEW LANDSCAPING
- NEW PARKING
- NEW DRAINAGE AND SEWAGE

ENERGY CONSERVATION CODE STATEMENT:
TO THE BEST OF MY DESIGN PROFESSIONAL KNOWLEDGE, BELIEF AND PROFESSIONAL JUDGEMENT AS A REGISTERED ARCHITECT, LICENSE # 022999, THESE PLANS AND/OR SPECIFICATIONS ARE IN COMPLIANCE WITH THE MOST UP TO DATE AND RELEVENT ENERGY CODE THE 2018 IECC AND THE 2020 ENERGY CONSERVATION CONSTRUCTION CODE OF NEW YORK STATE)

NO WORK TO BUILDING CONSTRUCTION AND BUILDING THERMAL ENVELOP IS IN FULL COMPLIANCE
NOT A CHANGE FOOTPRINT, SQUARE FOOTAGE AND VOLUME OF BUILDING- ENERGY COMPLIANCE REMAINS THE SAME AS ORIGINALLY APPROVED

ZONING INFORMATION
VILLAGE OF LYNBROOK
SECTION- 42 BLOCK- 86 LOT(S)- 420

ZONE: RESIDENCE DISTRICT - C
SECTION 252-20- PERMITTED USES- (5) MULTIPLE DWELLINGS- DEFINED IN THE BOARD OF TRUSTEES
CHAPTER 252- ARTICLE XI- MULTIPLE DWELLINGS AND APARTMENT HOUSES

	REQUIRED	EXISTING	PROPOSED
LOT AREA	7500 SQ.FT.	30,487 SQ.FT.	30,487 SQ.FT.
USE AND OCCUPIED	5 UNITS PER ACRE		16 FAMILIES
FRONTAGE - CORNER SCRANTON AVENUE / UNION AVENUE	75 FT.	106.65' / 212.53'	EXISTING EXISTING
FRONT YARD - CORNER SCRANTON AVENUE / UNION AVENUE	25 FT.(to- 35.6' on 35 FT.(to- 10'	## FT.	46.2 FT. 34.8 FT.
UNION AVE. lot slot on 10'			34.4 FT.
FRONT YARD TO PORCH	20 FT.		46.14 FT.
REAR YARD 1	20 FT.	## FT.	123 FT.
REAR YARD 2		## FT.	30.3 FT.
REAR YARD 3 - DONNA CT.		## FT.	20.2 FT.
SIDE YARD 1	30 FT.	## FT.	42.0 FT.
SIDE YARD 2 - none	N/A	N/A	N/A
BUILDING HEIGHT	30 FT./2.5 STRY FROM GRAD LEVEL	## FT.	NOT TO EXCEED 106'-6"
LOT COVERAGE	40% (12,178.84)	----	27.2% (8,304)

ZONING CALCULATIONS

	SQ. FOOTAGE
ZONE: APARTMENT	
LOT AREA	30,197.21 SQ.FT.
BUILDING A (12 UNITS) GROUND LEVEL	5,460
SECOND LEVEL	5,843-N/A (3 apt.)
BASEMENT LEVEL w/ CORRIDOR + (STAIRS)	5,462-N/A (all apt)
BALCONIES (6) - 2 @ 24'-0" / 2 @ 21'-0"	82
FRONT COVER PORCHES (3) @ 25'-0"	150
BUILDING B (14 UNITS) GROUND LEVEL	5,838
SECOND LEVEL	(1,165-N/A (4 apt.)
BASEMENT LEVEL w/ CORRIDOR + (STAIRS)	(1,166-N/A (all apt)
BALCONIES (2) - 1 @ 24'-0" / 1 @ 21'-0"	81
FRONT COVER PORCHES (3) @ 25'-0"	150
TOTAL	8,094 SQ.FT.
TOTAL	27.2 %

ZONE: RESIDENCE DISTRICT C
USE AND OCCUPANCY CLASSIFICATION: EXISTING RESIDENTIAL - APARTMENT COMPLEX
YEAR BUILT: EXISTING BUILDING - #1 -
NEW BUILD- 2023/2024
CONSTRUCTION CLASS: TYPE VB/ IBC
LOT FRONTAGE- 3 FRONTS- 314.31 FT
LOT DEPTH- 110.24 FT
LOT AREA - 30,196.71 SF = 0.6493 ACRE
VILLAGE- Incorporated Village of Lynbrook
- Columbus Drive Lynbrook NY 1563
516-599-8800
generalinfo@lynbrookvillage.com
http://www.lynbrookvillage.com/index.shtml
SCHOOL DISTRICT - LYNBROOK (PS# - 20
Lynbrook School District
- Liberty Avenue Lynbrook NY 11563-1317
516-887-1400
http://lynbrook.k12.ny.us/
FIRE DISTRICT - Lynbrook
- 81 Wright Avenue Lynbrook, NY 1563
516-599-3247
516-740-2500

GROUP R-2 OCCUPANCY PER SECTION 310.3: (2020 N.Y.S. BUILDING CODE)
RESIDENTIAL GROUP R-2- RESIDENTIAL GROUP R-2
OCCUPANCIES CONTAINING SLEEPING UNITS OR MORE THAN TWO DWELLING UNITS WHERE THE OCCUPANTS ARE PRIMARILY
- CONGREGATE LIVING FACILITIES (NONTRANSIENT) WITH MORE THAN 16 OCCUPANTS
  - BOARDING HOUSES (NONTRANSIENT)
  - CONVENTS
  - DORMITORIES
  - FRATERNITIES AND SORORITIES
  - MONASTERIES
  - HOTELS (NONTRANSIENT)
  - LIVE/WORK UNITS
  - MOTELS (NONTRANSIENT)
  - VACATION TIMESHARE PROPERTIES

BUILDING AREA
The area of a horizontal plane at the ground level upon which a structure is erected, the boundaries of which are determined by projecting vertical planes from the building walls of such structure, using those walls in each case which are nearest to their respective lot line.

OFF-STREET PARKING
That amount of land area equivalent to 300 square feet for each parking space required. The required parking space for an automobile shall be nine feet by 20 feet, and the access is to be of land for egress and ingress for each vehicle. All areas for off-street parking of vehicles shall not be located in any setback areas required for any building.

NO.	DATE	NOTES
1	01/08/24	UPDATE - UPDATE WAVE CHANGE - READY FOR RESIDENTIAL
2	01/09/24	CORR. COMPLETE - TOM REILLY STRUCTURAL - TBD - NORTHCOAST CIVIL AS BUILT - LAYOUT revised - READY FOR SUBMITTAL
3	01/09/24	CORR. COMPLETE - TOM REILLY STRUCTURAL - TBD - NORTHCOAST CIVIL AS BUILT - ENGINEER REVISED
4	01/09/24	CORR. COMPLETE - TOM REILLY STRUCTURAL - TBD - NORTHCOAST CIVIL - TBD - ROOF PLANS - TBD - STAIRWAY HANDRAIL
5	01/09/24	CORR. COMPLETE - TOM REILLY STRUCTURAL - TBD - NORTHCOAST CIVIL - TBD - ROOF PLANS - TBD - STAIRWAY HANDRAIL
6	01/09/24	DESIGN & REVISION SUBMITTED TO BUILDING DEPT. - WAITING FOR APPROVAL
7	01/09/24	Proposed Building approved for village planning board - MAYOR ENGINEERS NORTHCOAST board comments and signatures - received
8	01/09/24	Proposed Building approved for village planning board - MAYOR ENGINEERS NORTHCOAST board comments and signatures - received

BUILDING APP# -TT38 VARIANCE CASE #-1005 PLANNING BOARD CASE# 9/5/24 approved

PROPOSED NEW APARTMENT BUILDING
PARKING CANOPY AT LYNBROOK CONDOMINIUM
61 UNION AVENUE
LYNBROOK, NY 11563

DRAWING - COVER SHEET, PLAN AND ZONING CODE NOTES

DRAWING NUMBER
A1.12

SCALE: AS NOTED
DRAWN BY: SOPHIA GARCIA
CHECKED BY: TODD

CONSULTANTS
CIVIL ENGINEERING
PROFESSIONAL ENGINEER
NORTHCOAST CIVIL
ENGINEERING
61 SCRANTON STREET
CENTER BAY, NY
516-802-0555

CONSULTANTS
STRUCTURAL ENGINEERING
THOMAS D. REILLY, P.E.
STRUCTURAL ENGINEER
P.O. BOX 749
MASSAPEQUA, NY 11758
516-795-2555
email: tomreilly@aol.com

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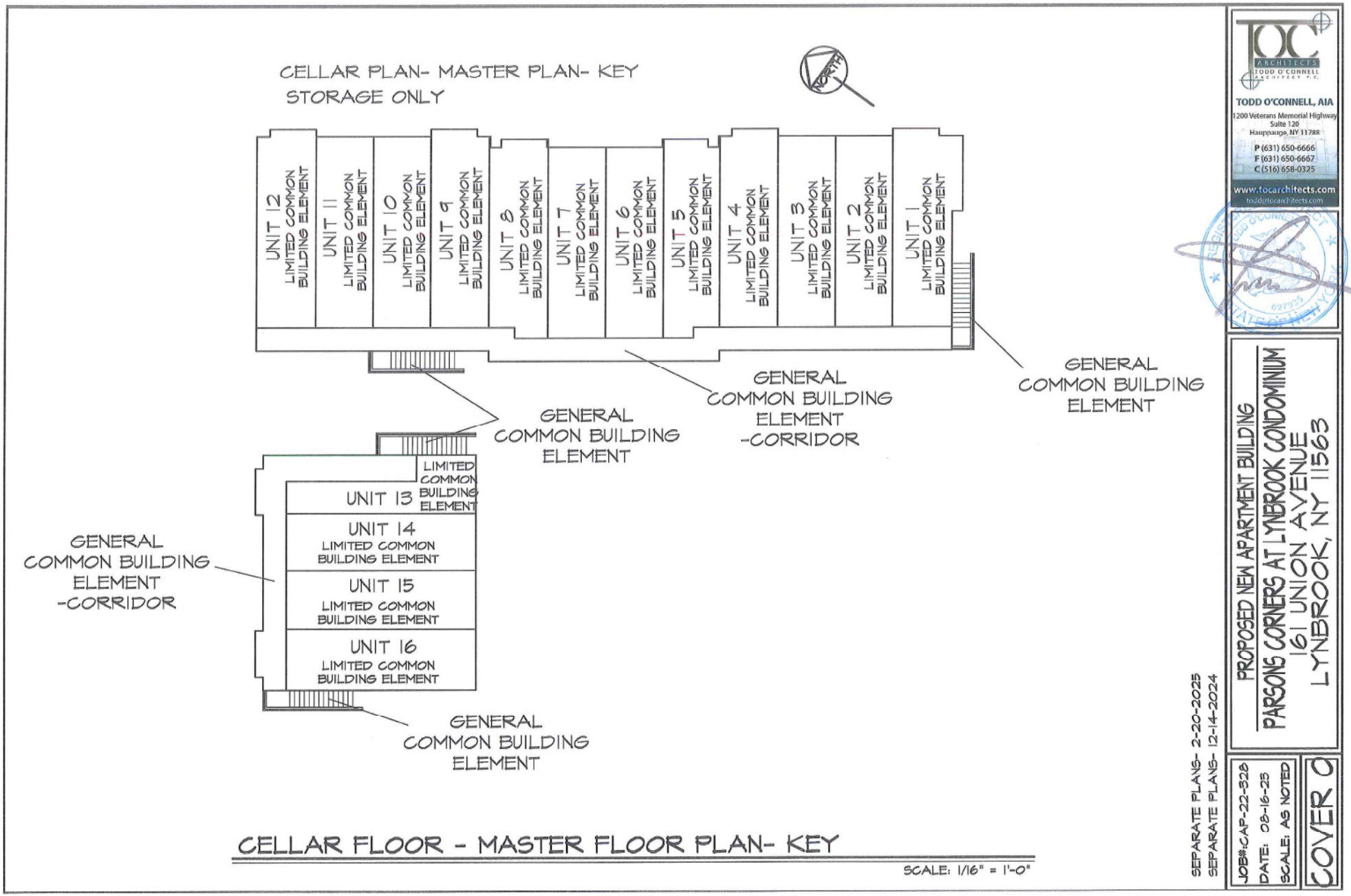
REGISTERED ARCHITECT
TODD O'CONNELL
STATE OF NEW YORK
NYS LIC#027835

WARNING: IT IS A VIOLATION OF THE NYS EDUCATIONAL LAW ARTICLE 145 FOR ANY PERSON, UNLESS HE IS ACTING UNDER THE DIRECTION OF A LICENSED ARCHITECT, TO ALTER THE ITEM IN ANY WAY.

SCHEDULE G-3

FLOOR PLANS/ELEVATIONS



CELLAR FLOOR - MASTER FLOOR PLAN- KEY

SCALE: 1/16" = 1'-0"

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todd@tocarchitects.com

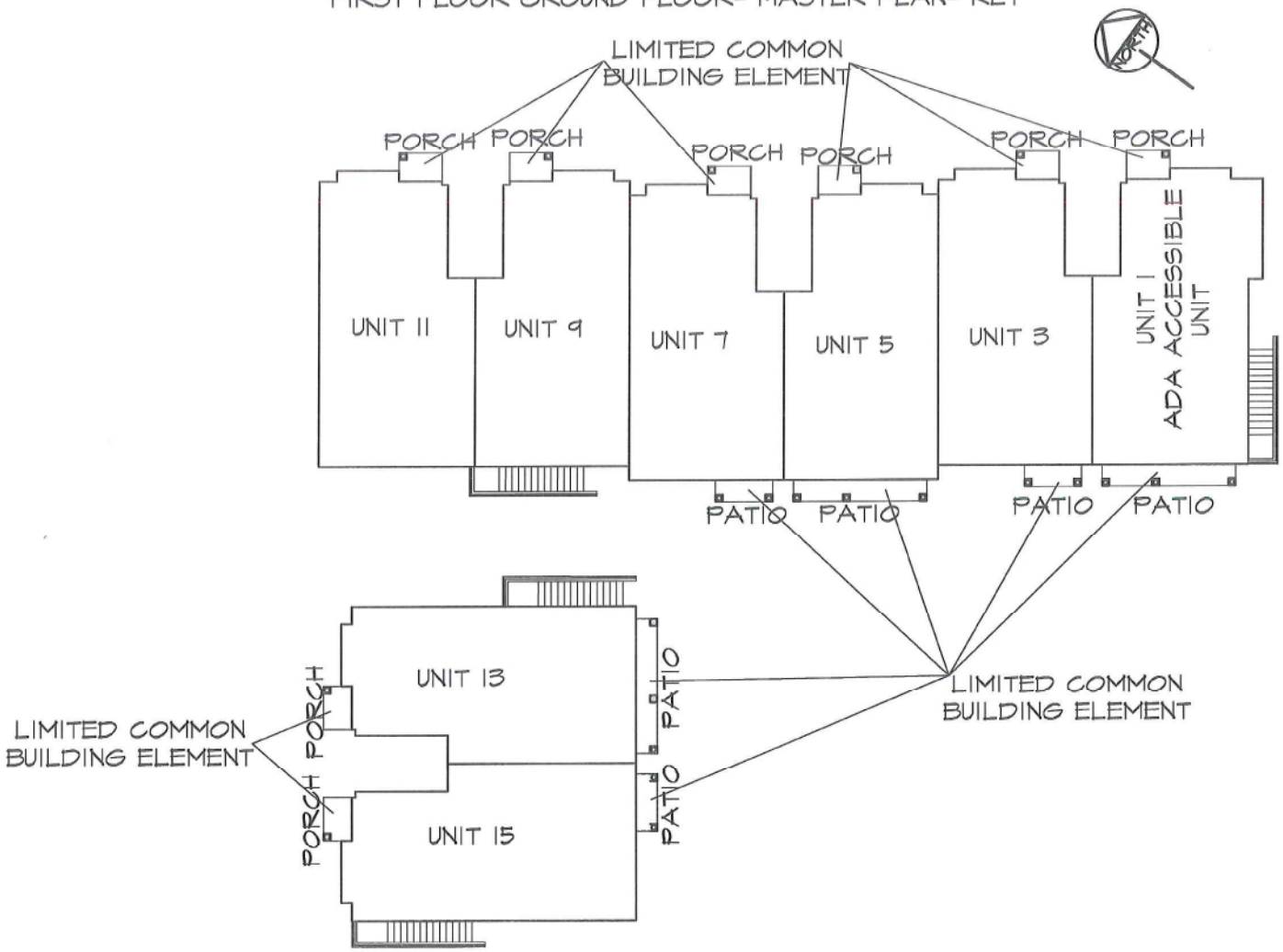
PROPOSED NEW APARTMENT BUILDING
PARSONS CORNERS AT LYNBROOK CONDOMINIUM
161 UNION AVENUE
LYNBROOK, NY 11563

SEPARATE PLANS- 2-20-2025
SEPARATE PLANS- 12-14-2024

JOB#: CAP-22-328
DATE: 08-16-23
SCALE: AS NOTED

COVER

FIRST FLOOR GROUND FLOOR- MASTER PLAN- KEY



FIRST FLOOR - MASTER FLOOR PLAN- KEY

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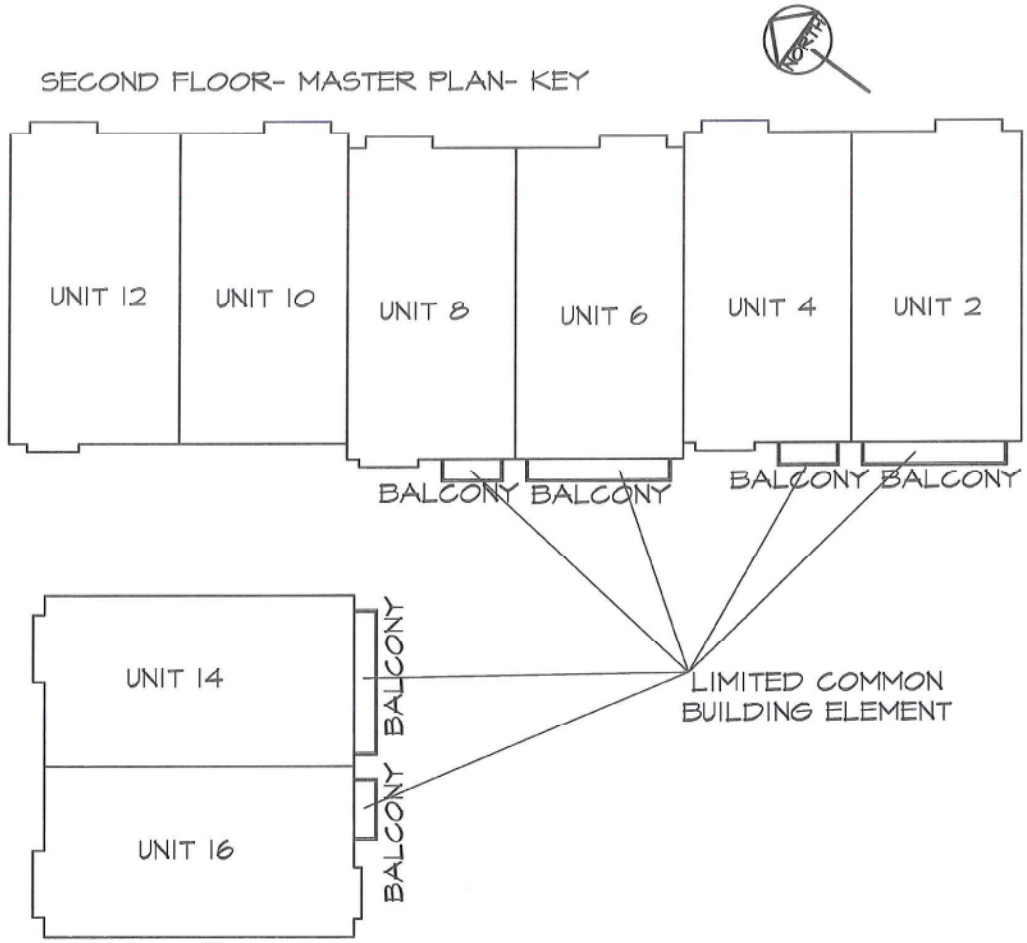
COVER 1



SECOND FLOOR - MASTER FLOOR PLAN- KEY

SCALE: 1/16" = 1'-0"

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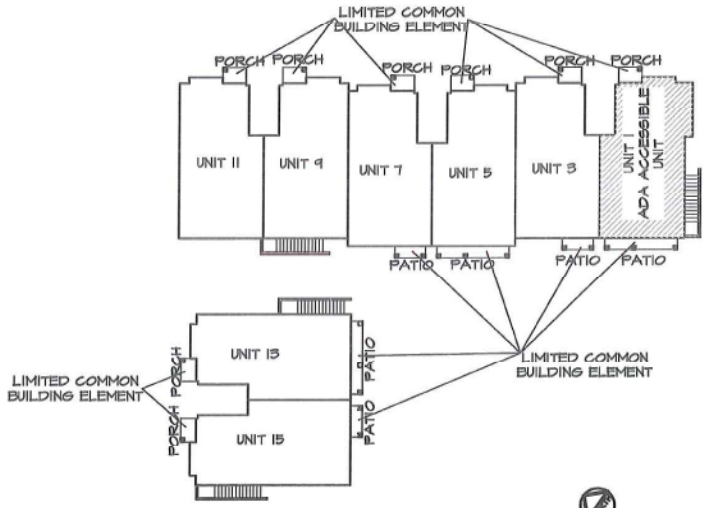
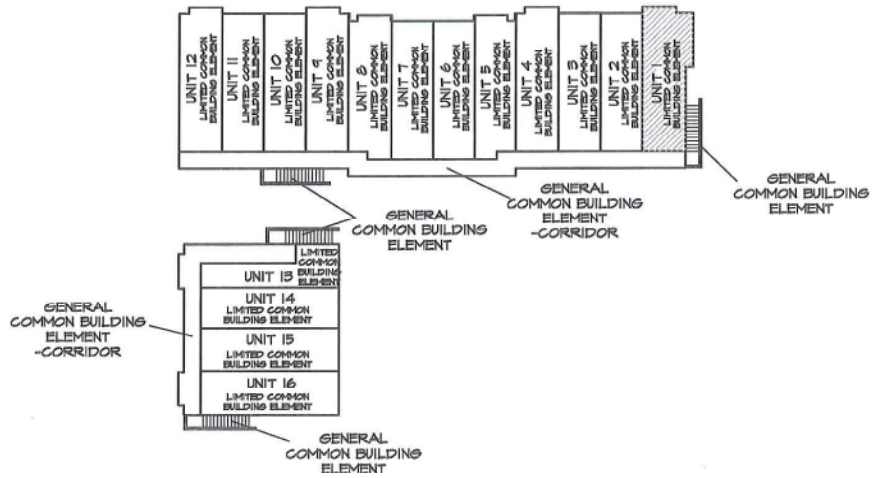
SCALE: AS NOTED

COVER 2

FIRST FLOOR GROUND FLOOR- MASTER PLAN- KEY



CELLAR PLAN- MASTER PLAN- KEY
STORAGE ONLY



ABBREVIATION LEGEND:

DW - DISHWASHER
REF. - REFRIGERATOR
C.W. - CLOTHES WASH MACHINE
SF - SQUARE FOOT
E.P. - ELECTRICAL PANEL
F. - FURNACE
HW - HOT WATER HEATER
CL - CLOSET
LC - LINEN CLOSET

APARTMENT - UNIT 1 - LOCATION KEY MAP

SCALE: N.T.S.

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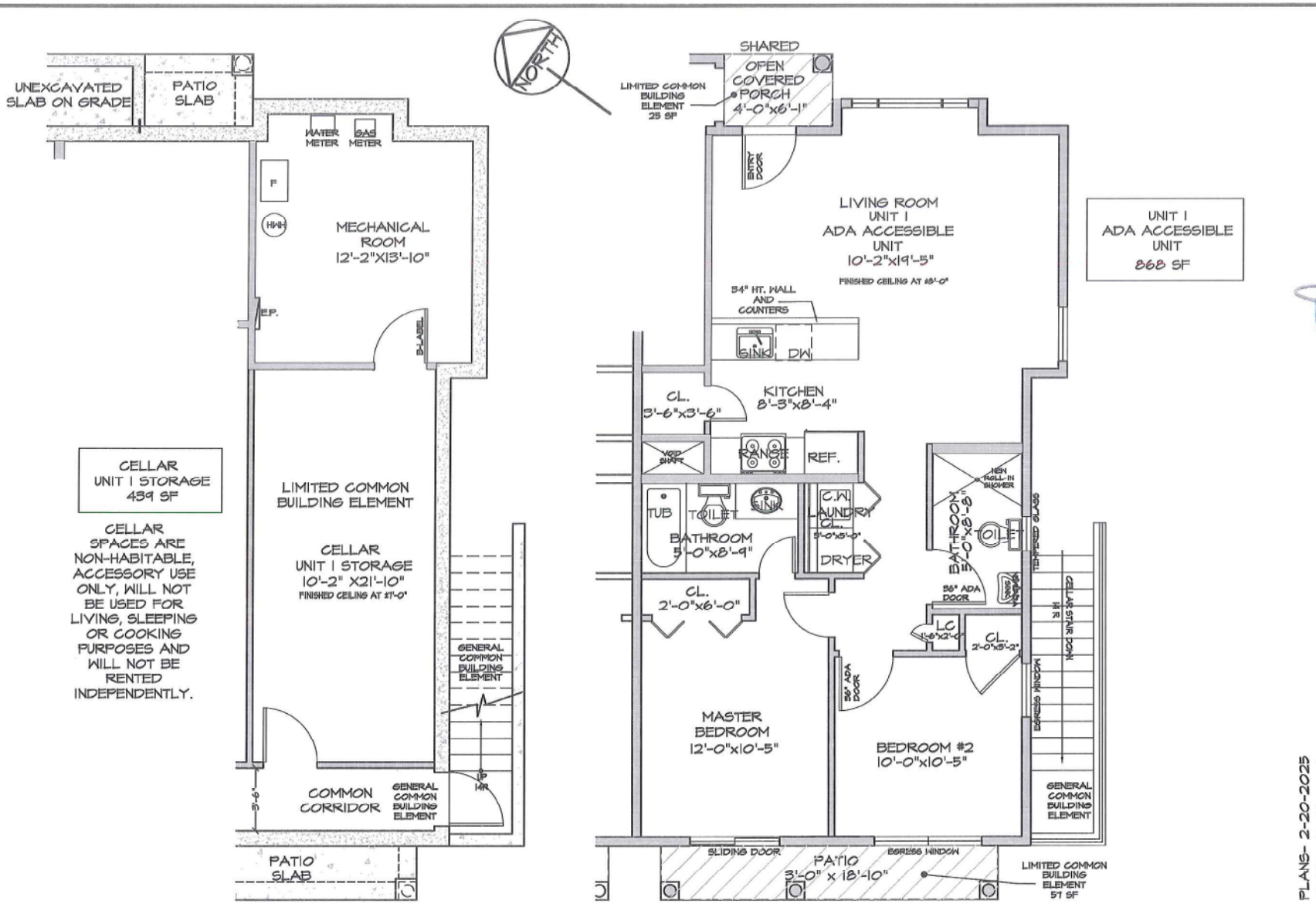
SHEET 1.0



APARTMENT - UNIT 1 - CELLAR AND FLOOR PLAN

SCALE: 3/16" = 1'-0"

SEPARATE PLANS- 2-20-2025
SEPARATE PLANS- 12-14-2024

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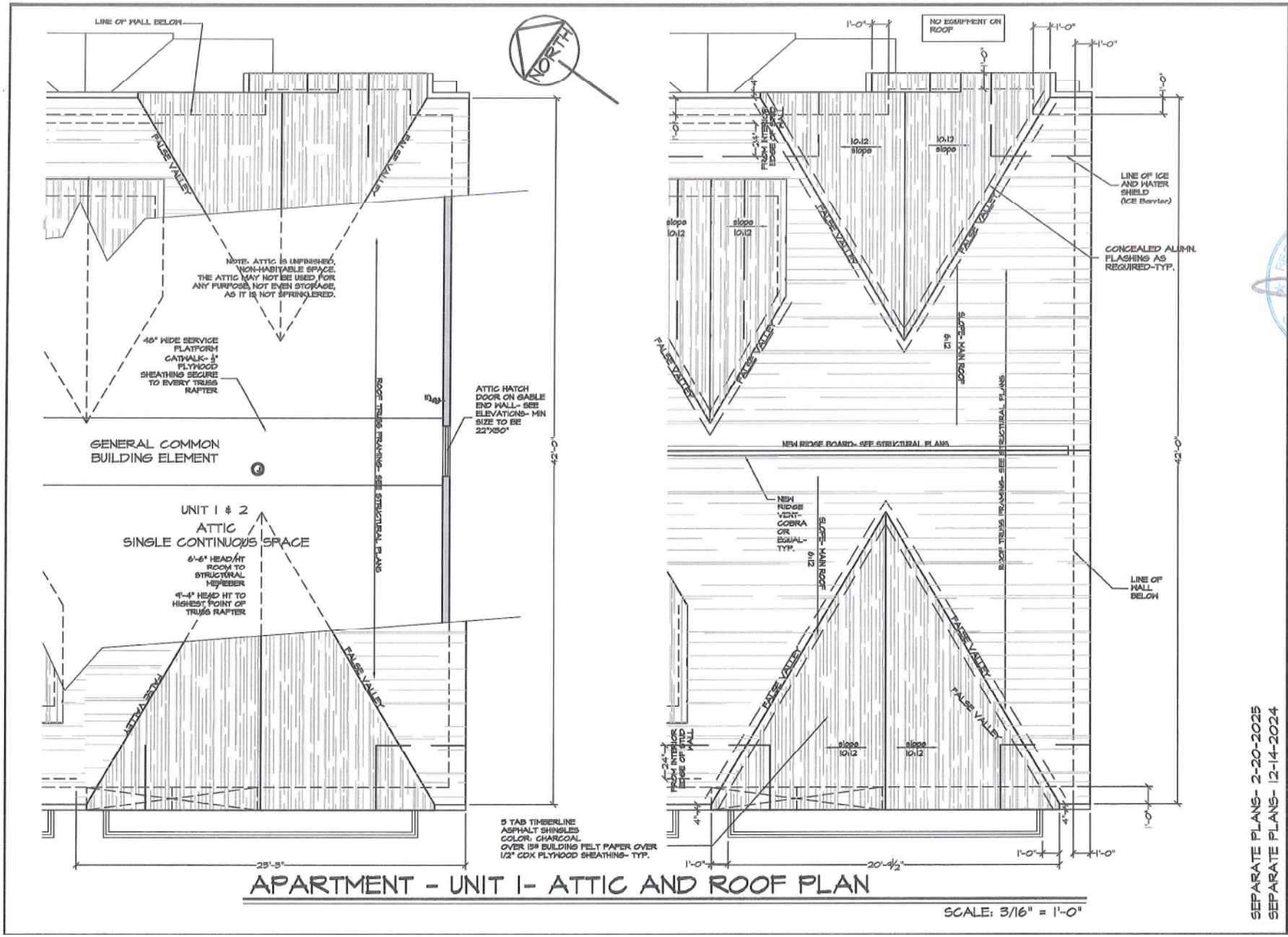
SHEET 1.1



APARTMENT - UNIT 1- ATTIC AND ROOF PLAN

SCALE: 3/16" = 1'-0"

SEPARATE PLANS- 2-20-2025
SEPARATE PLANS- 12-14-2024

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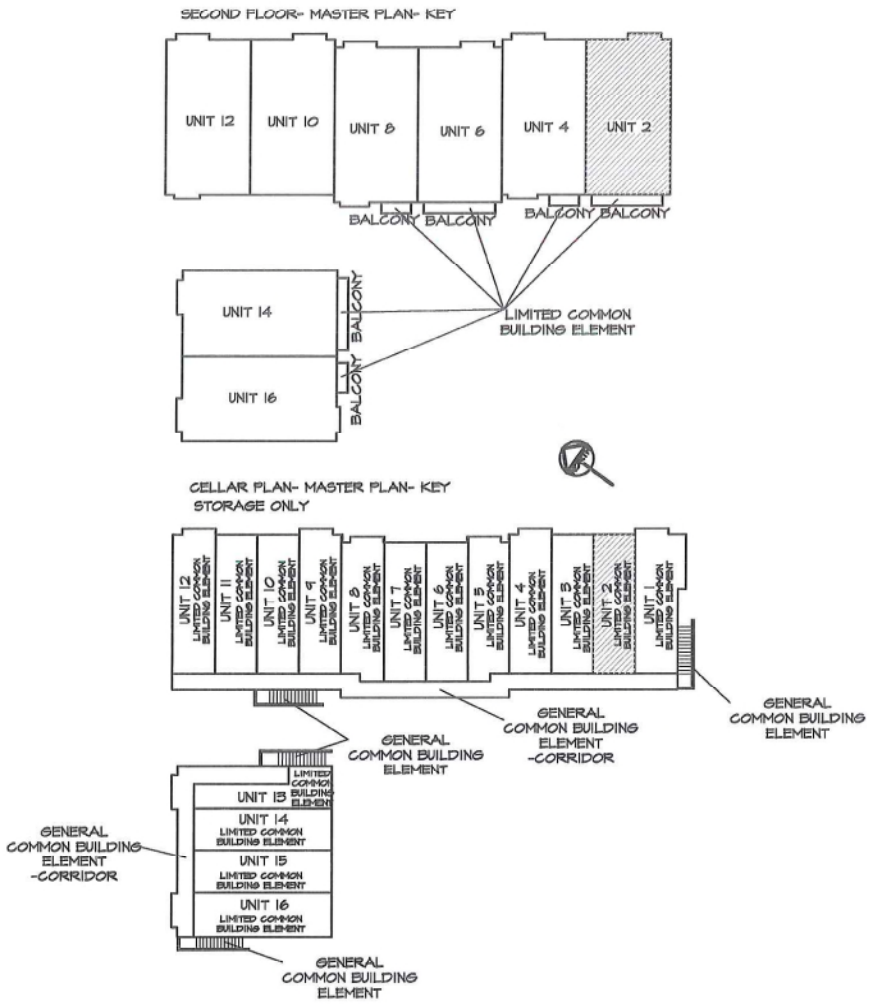
SHEET 1.2



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APARTMENT - UNIT 2 - LOCATION KEY MAP

SCALE: N.T.S.

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SEPARATE PLANS- 2-20-2025
SEPARATE PLANS- 12-14-2024

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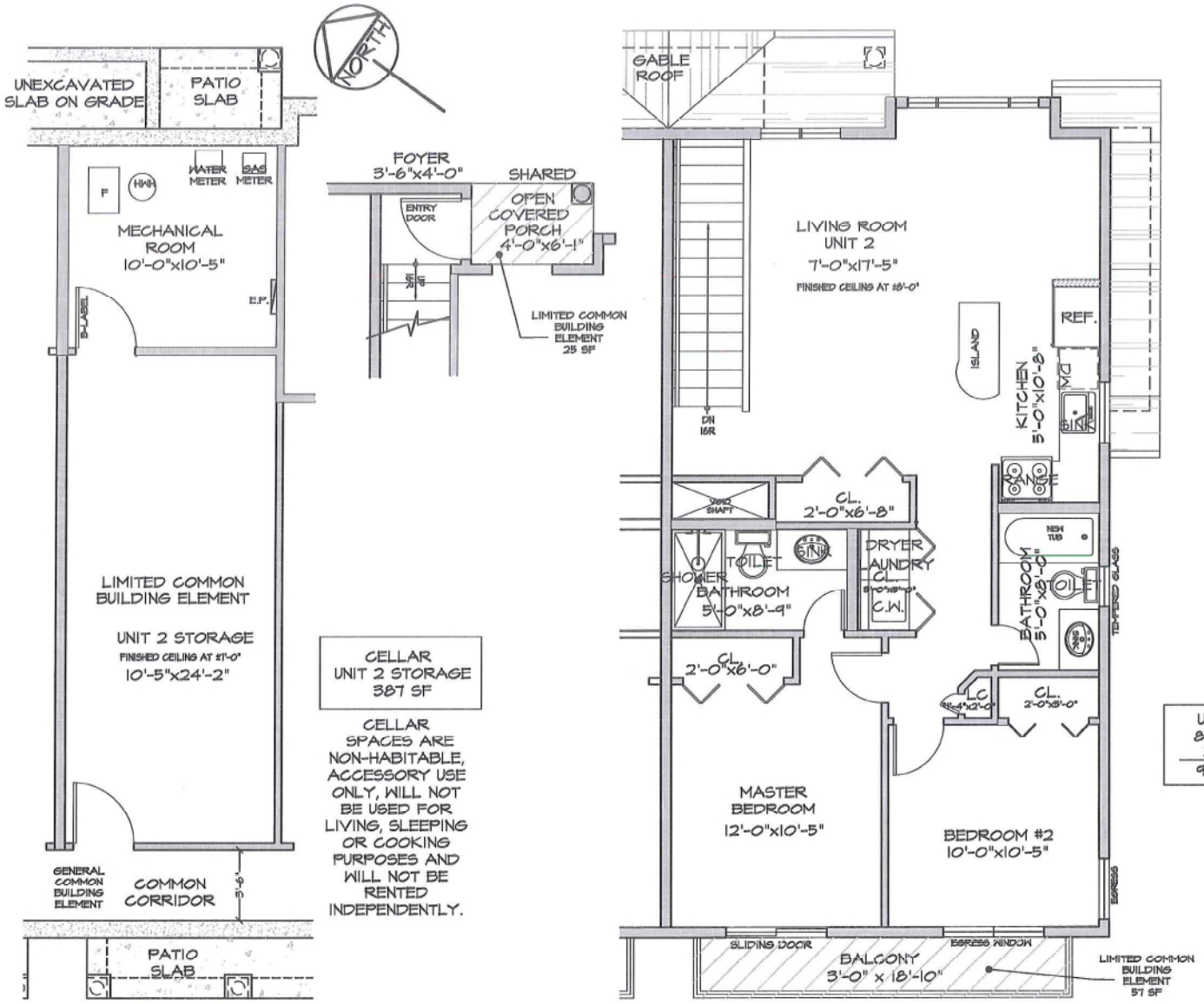
SHEET 2.0



APARTMENT - UNIT 2

SCALE: 3/16" = 1'-0"

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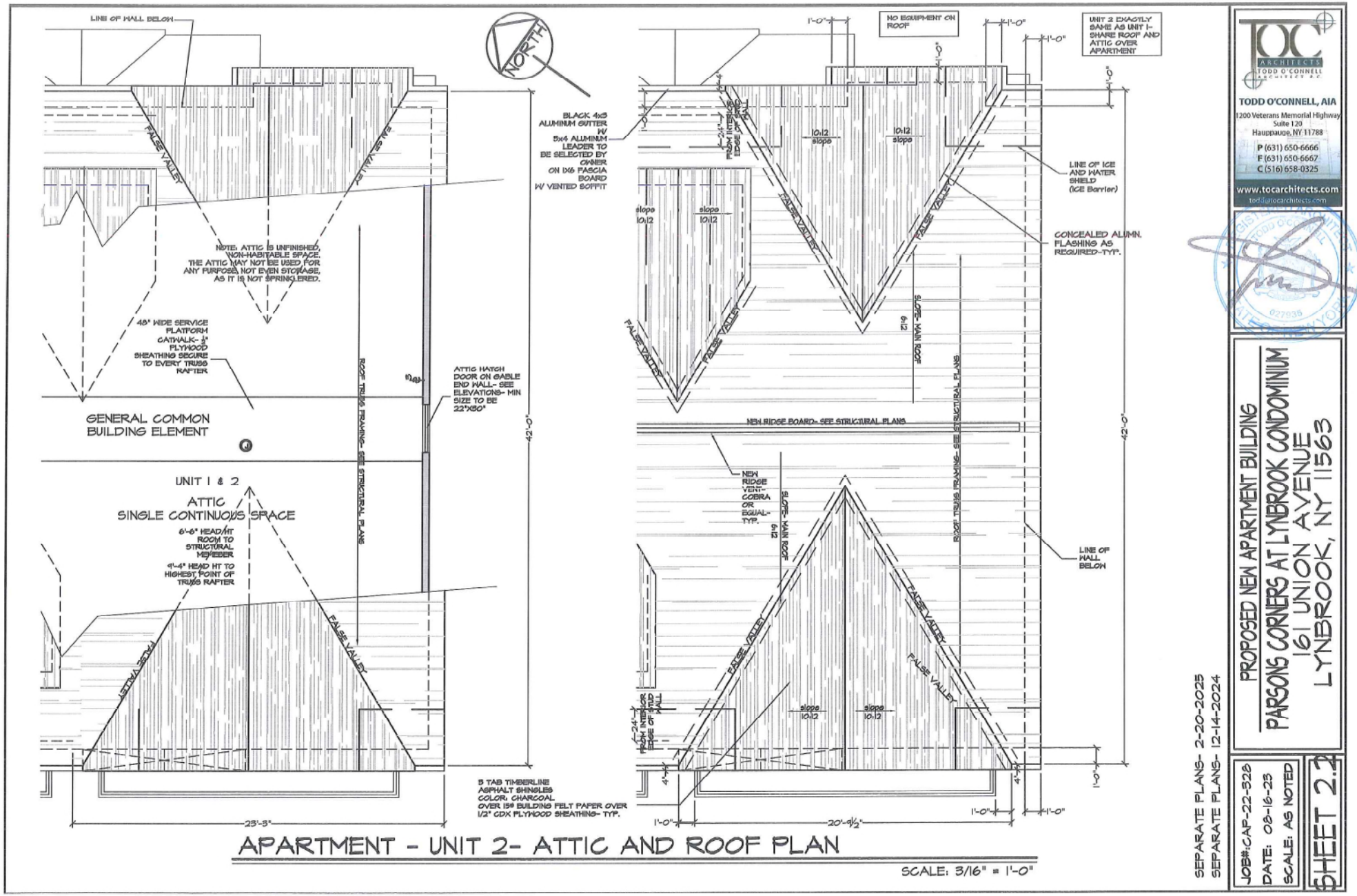
SHEET 2.1



APARTMENT - UNIT 2- ATTIC AND ROOF PLAN

SCALE: 3/16" = 1'-0"

SEPARATE PLANS- 2-20-2025
SEPARATE PLANS- 12-14-2024

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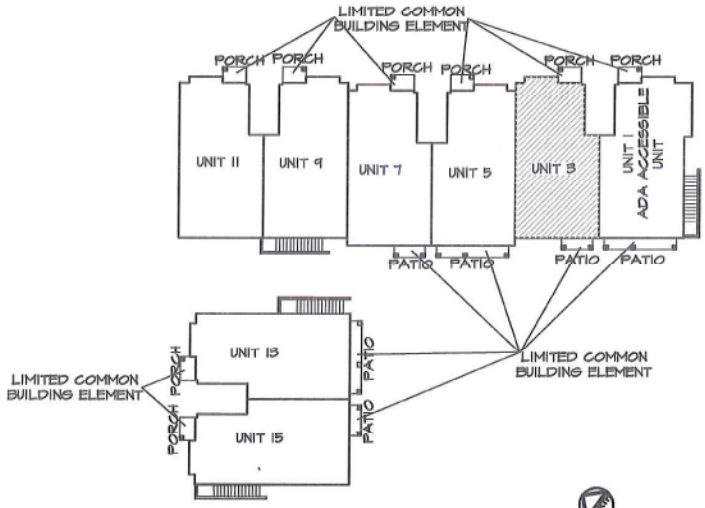
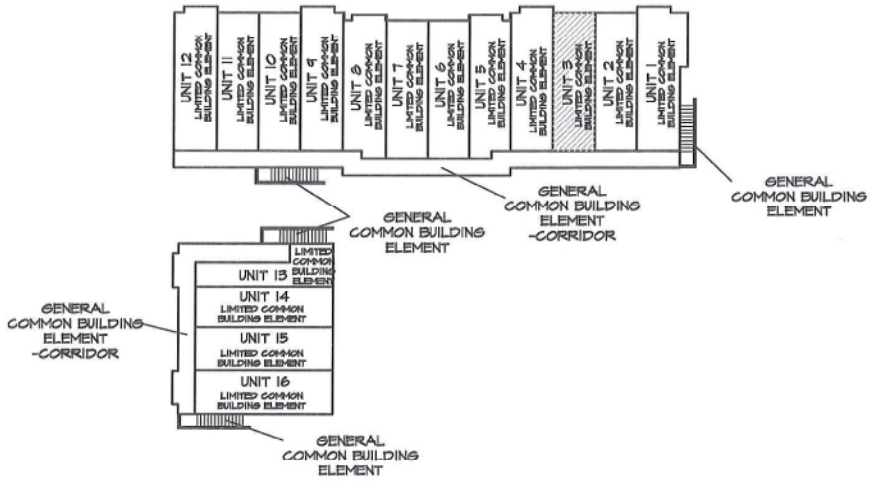
SHEET 2.2

FIRST FLOOR GROUND FLOOR- MASTER PLAN- KEY



CELLAR PLAN- MASTER PLAN- KEY
STORAGE ONLY



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APARTMENT - UNIT 3 - LOCATION KEY MAP

SCALE: N.T.S.

SEPARATE PLANS- 2-20-2025
SEPARATE PLANS- 12-14-2024

TOC ARCHITECTS
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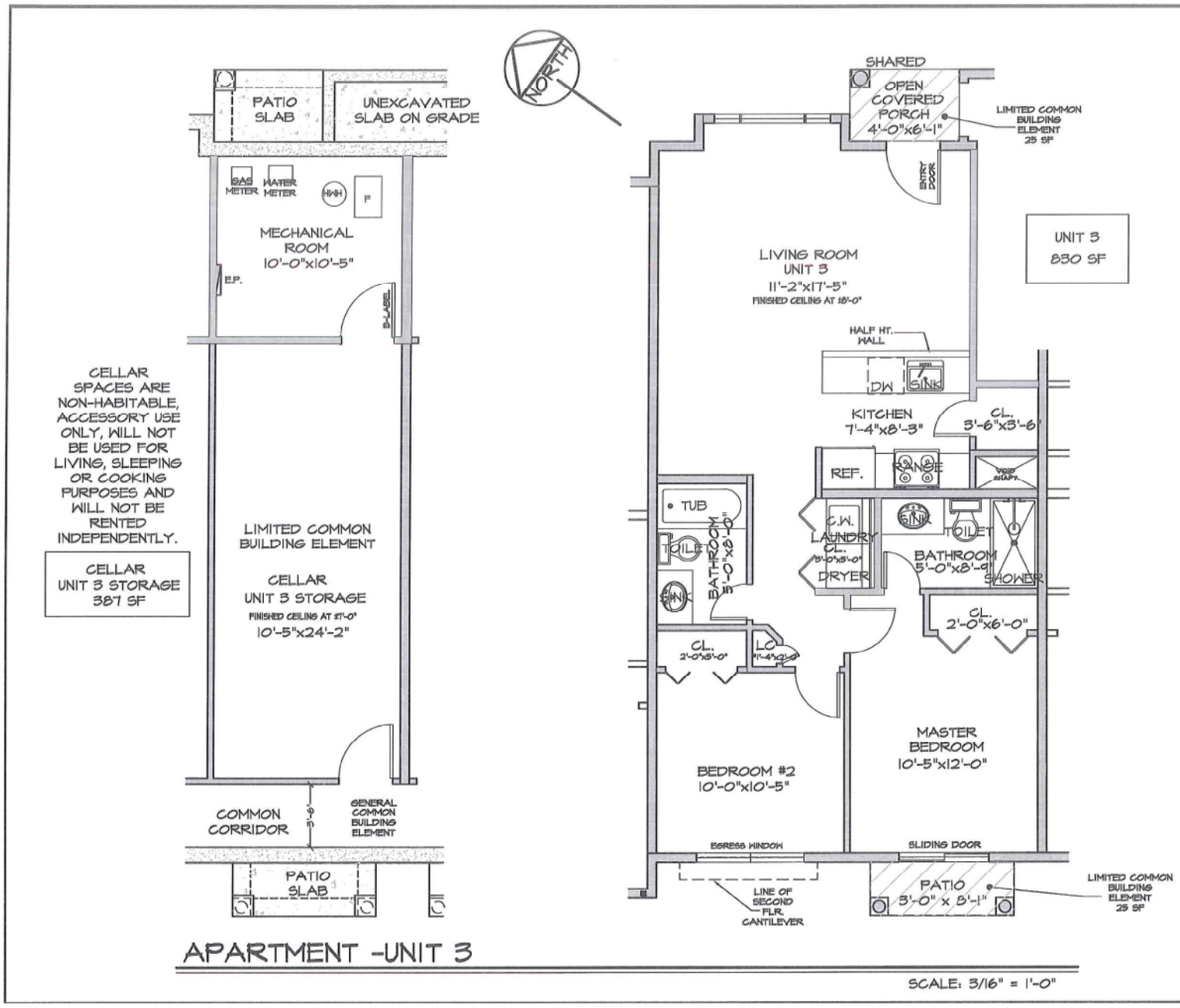
PROPOSED NEW APARTMENT BUILDING
PARSONS CORNERS AT LYNBROOK CONDOMINIUM
161 UNION AVENUE
LYNBROOK, NY 11563

JOB#: CAP-22-328
DATE: 08-16-23
SCALE: AS NOTED

SHEET 3.0



APARTMENT -UNIT 3

SCALE: 3/16" = 1'-0"

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SEPARATE PLANS- 2-20-2025
SEPARATE PLANS- 12-14-2024

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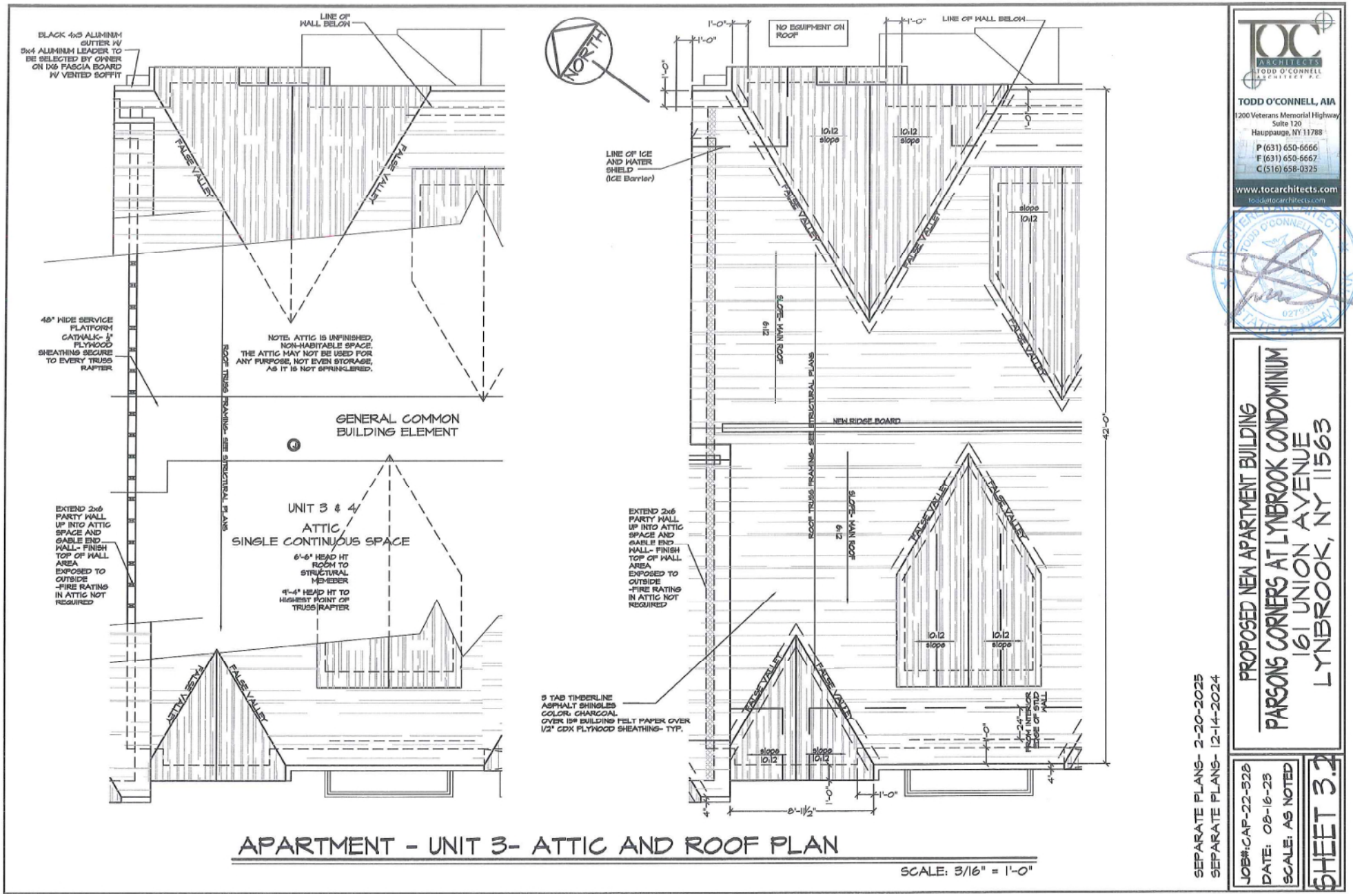
SHEET 3.1



APARTMENT - UNIT 3- ATTIC AND ROOF PLAN

SCALE: 3/16" = 1'-0"

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SEPARATE PLANS- 12-14-2024

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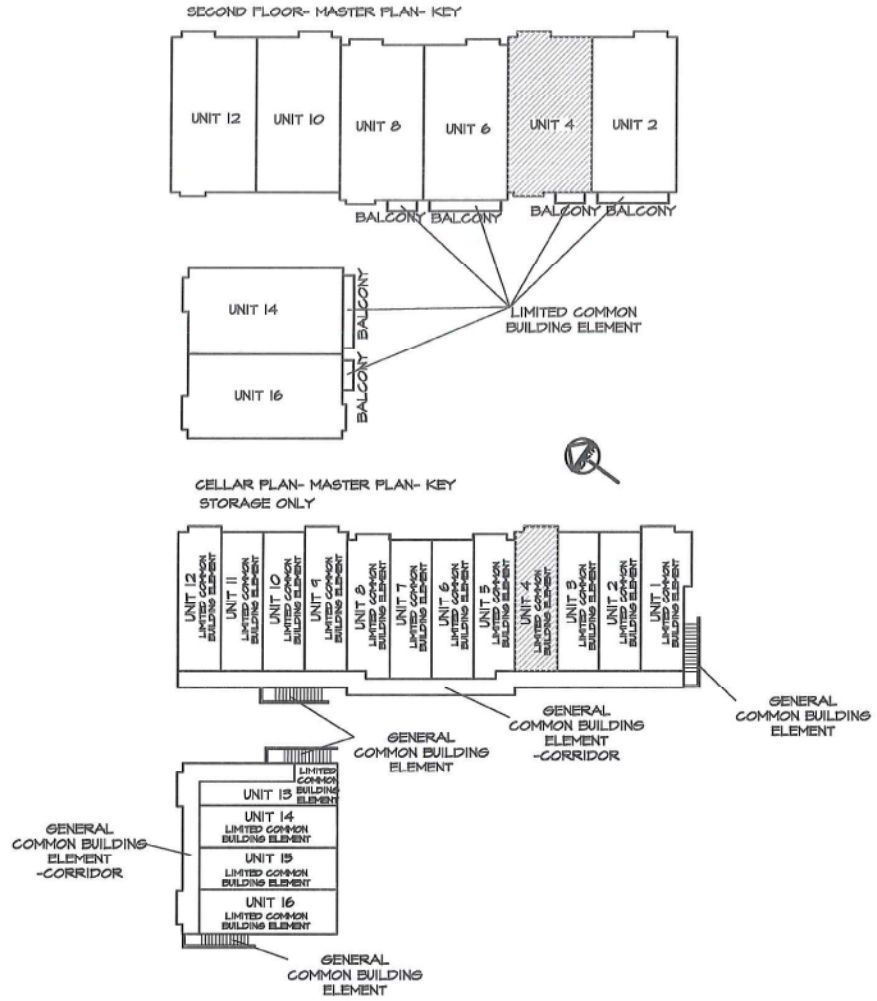
SHEET 3.2



ABBREVIATION LEGEND:

DW - DISHWASHER
REF. - REFRIGERATOR
C.W. - CLOTHES WASH MACHINE
SF - SQUARE FOOT
E.P. - ELECTRICAL PANEL
F. - FURNACE
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CL - CLOSET
LC - LINEN CLOSET

APARTMENT - UNIT 4 - LOCATION KEY MAP

SCALE: N.T.S.

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JOB#: CAP-22-328
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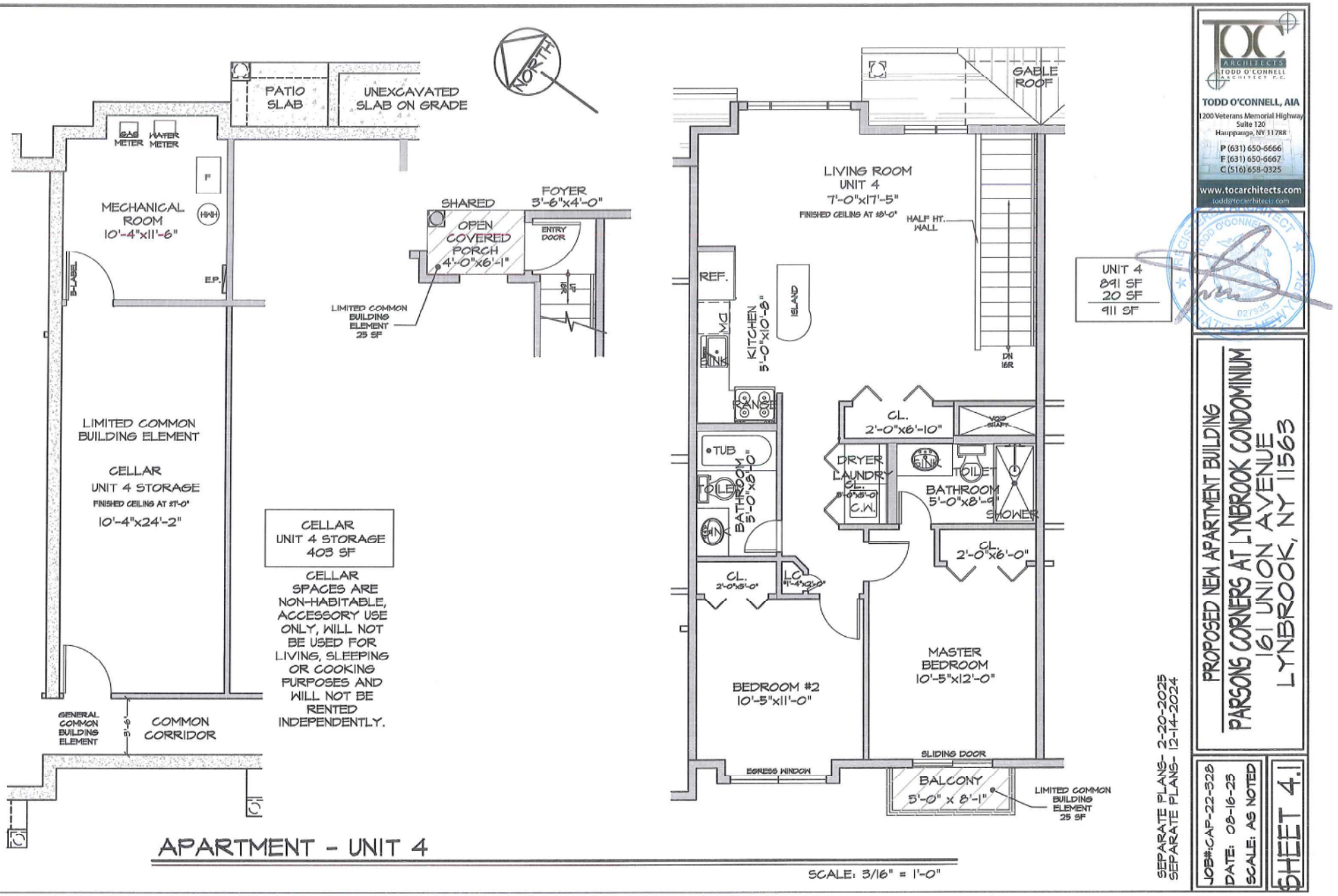
SCALE: AS NOTED

SHEET 4.0



APARTMENT - UNIT 4

SCALE: 3/16" = 1'-0"

SEPARATE PLANS- 2-20-2025
SEPARATE PLANS- 12-14-2024

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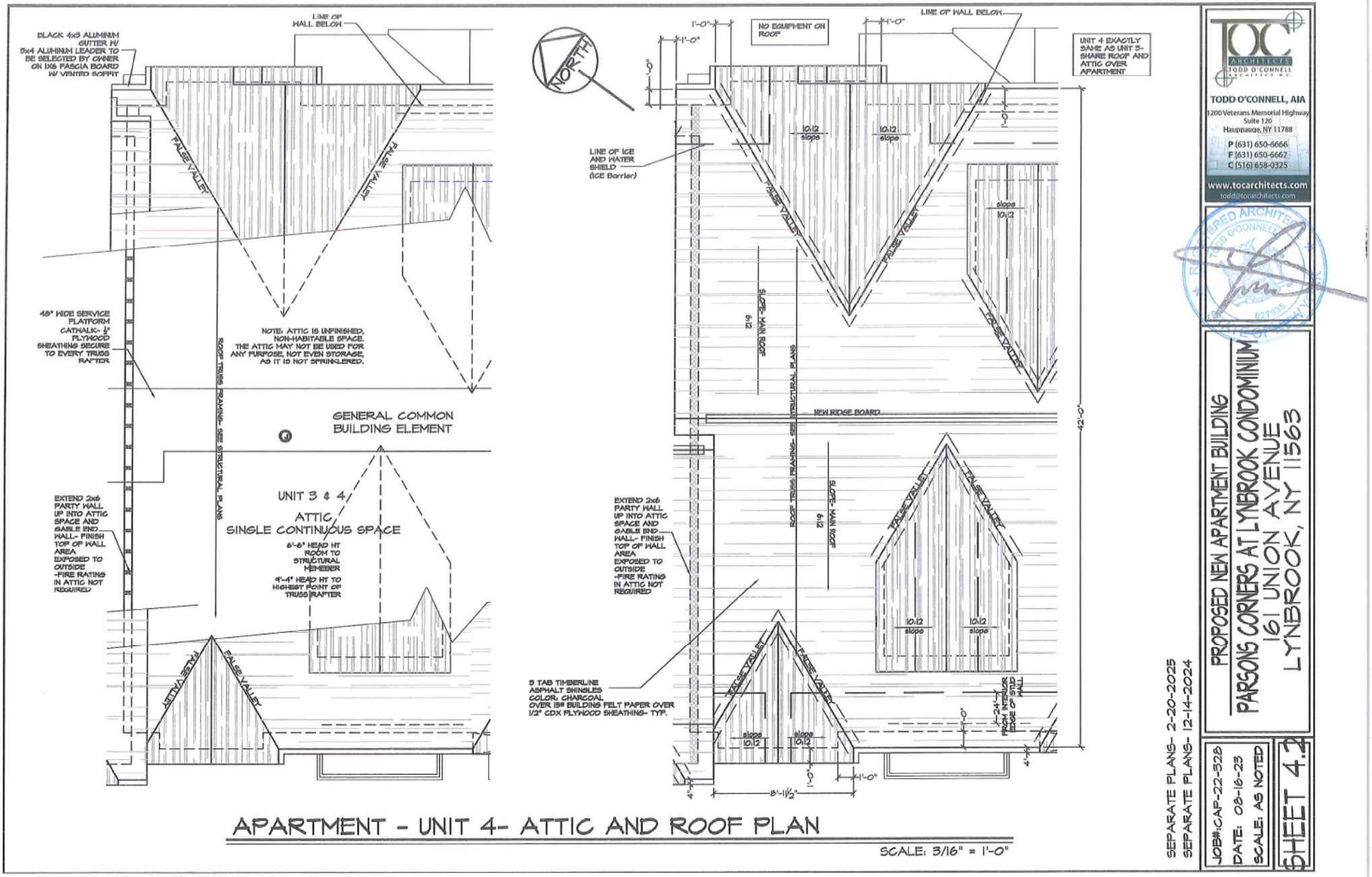

APARTMENT - UNIT 4- ATTIC AND ROOF PLAN

SCALE: 3/16" = 1'-0"

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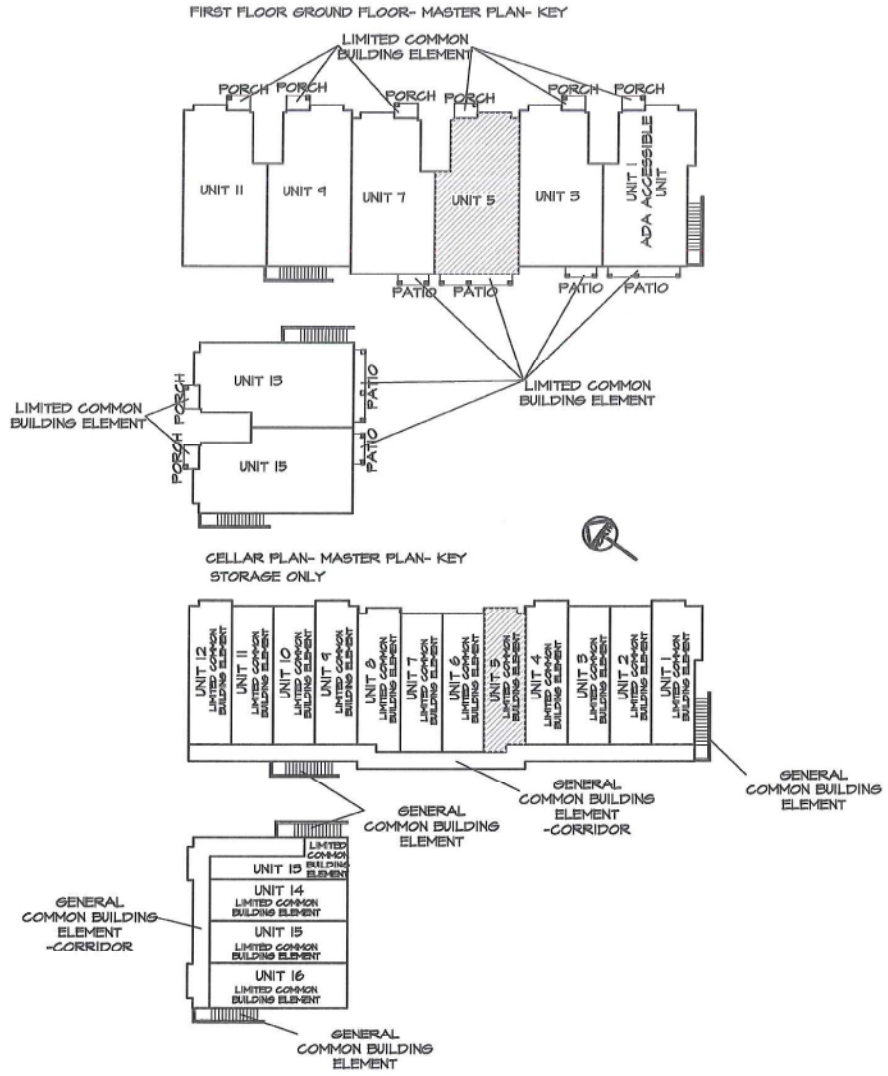
SCALE: AS NOTED

SHEET 4.2



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APARTMENT - UNIT 5 - LOCATION KEY MAP

SCALE: N.T.S.

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SEPARATE PLANS- 2-20-2025
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PROPOSED NEW APARTMENT BUILDING
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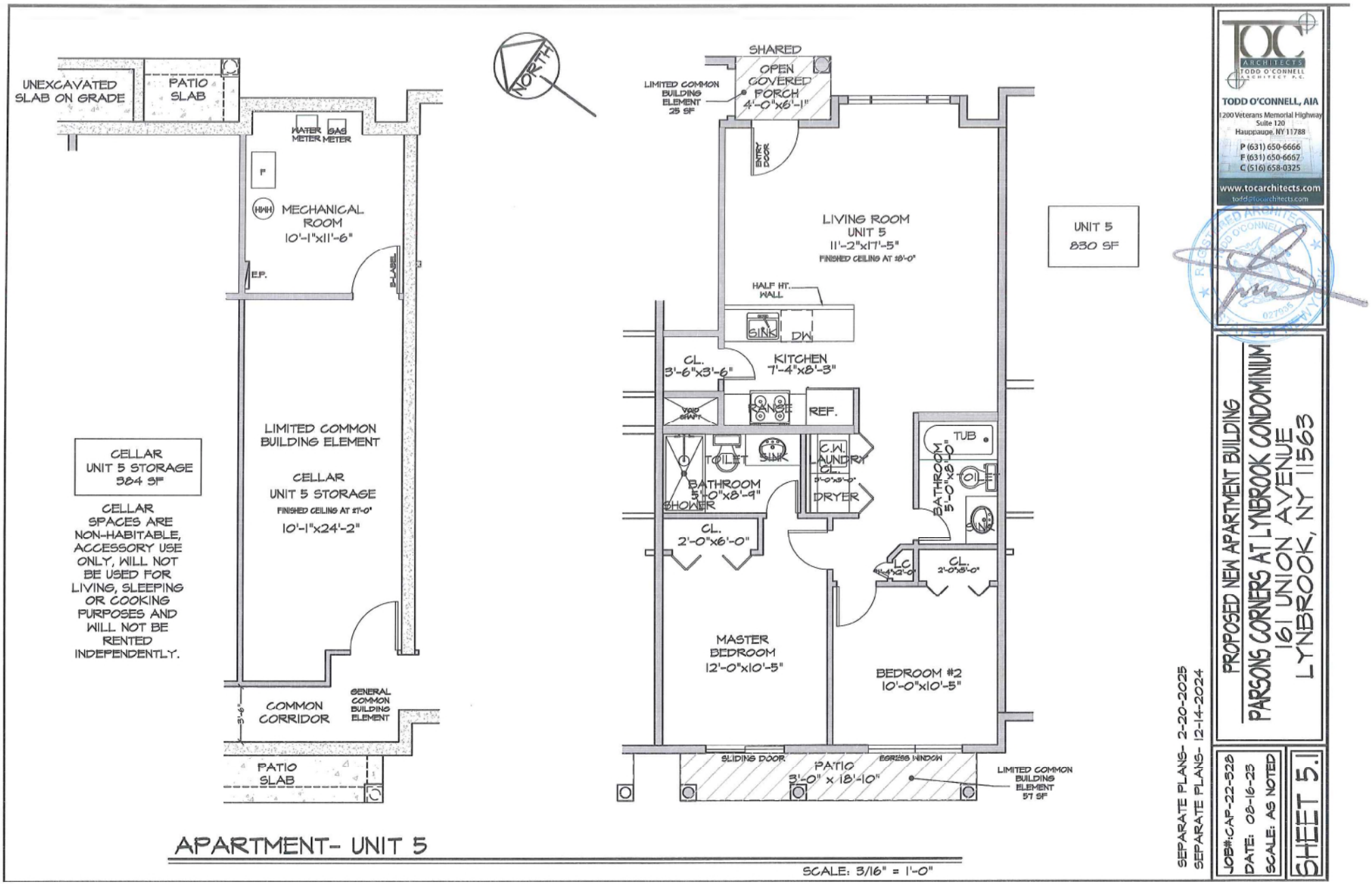
SCALE: AS NOTED

SHEET 5.0



APARTMENT- UNIT 5

SCALE: 3/16" = 1'-0"

SEPARATE PLANS- 2-20-2025
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SCALE: AS NOTED

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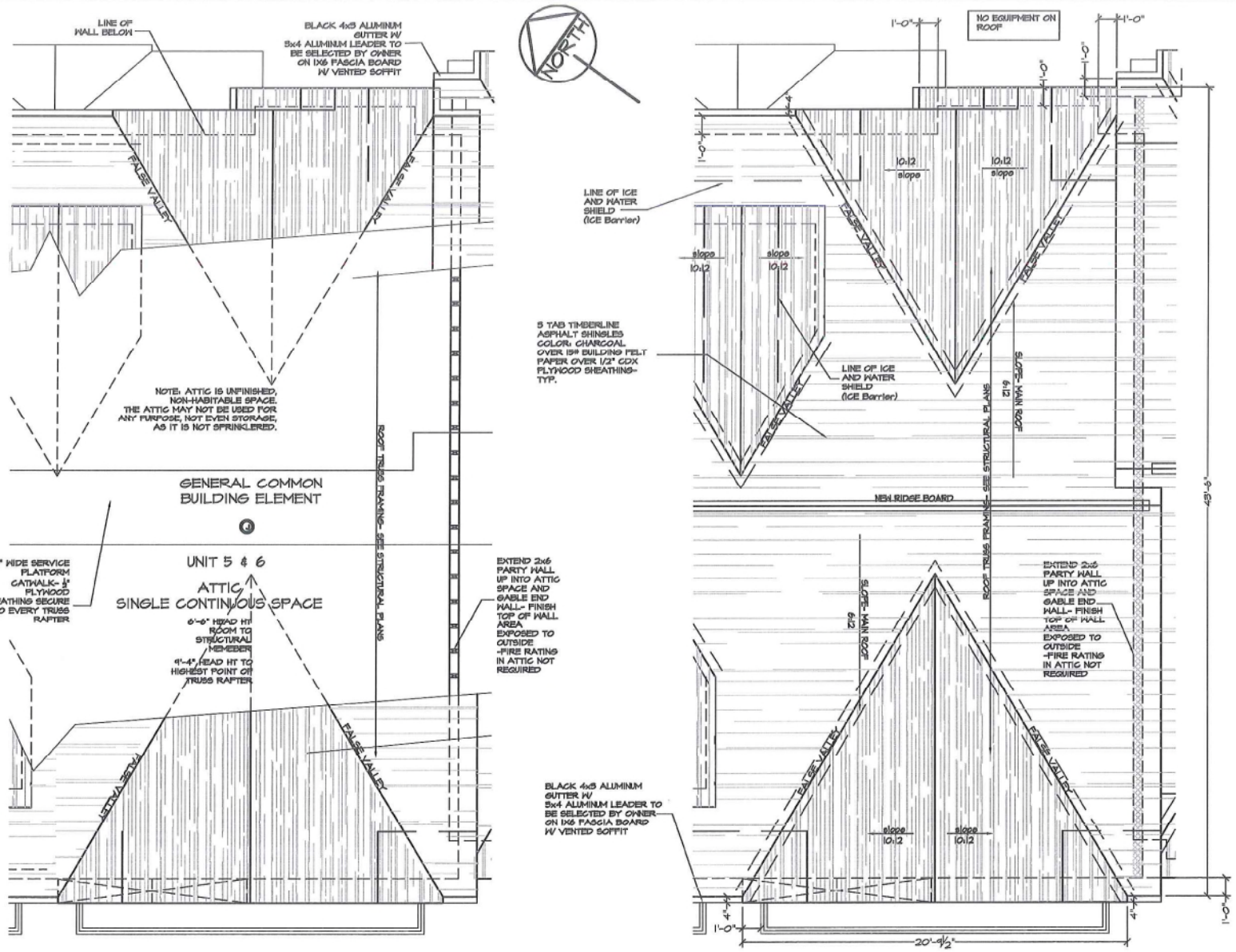

APARTMENT - UNIT 5- ATTIC AND ROOF PLAN

SCALE: 3/16" = 1'-0"

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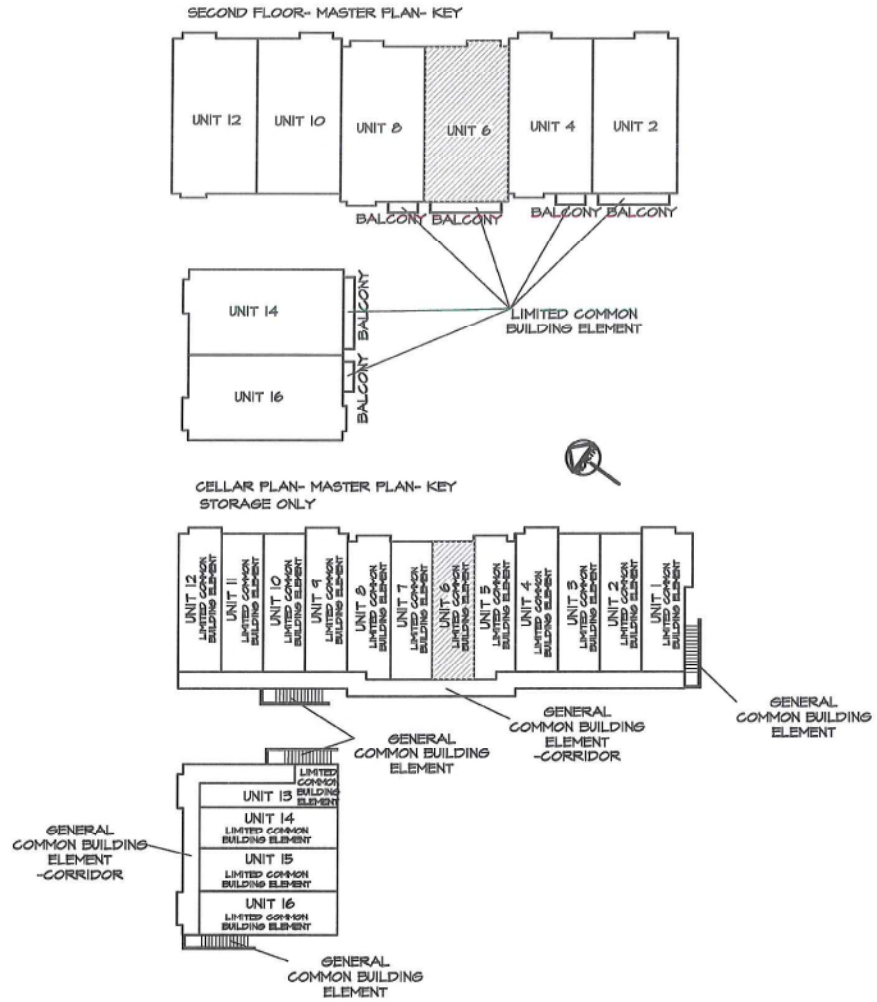

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APARTMENT - UNIT 6 - LOCATION KEY MAP

SCALE: N.T.S.

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SEPARATE PLANS- 2-20-2025
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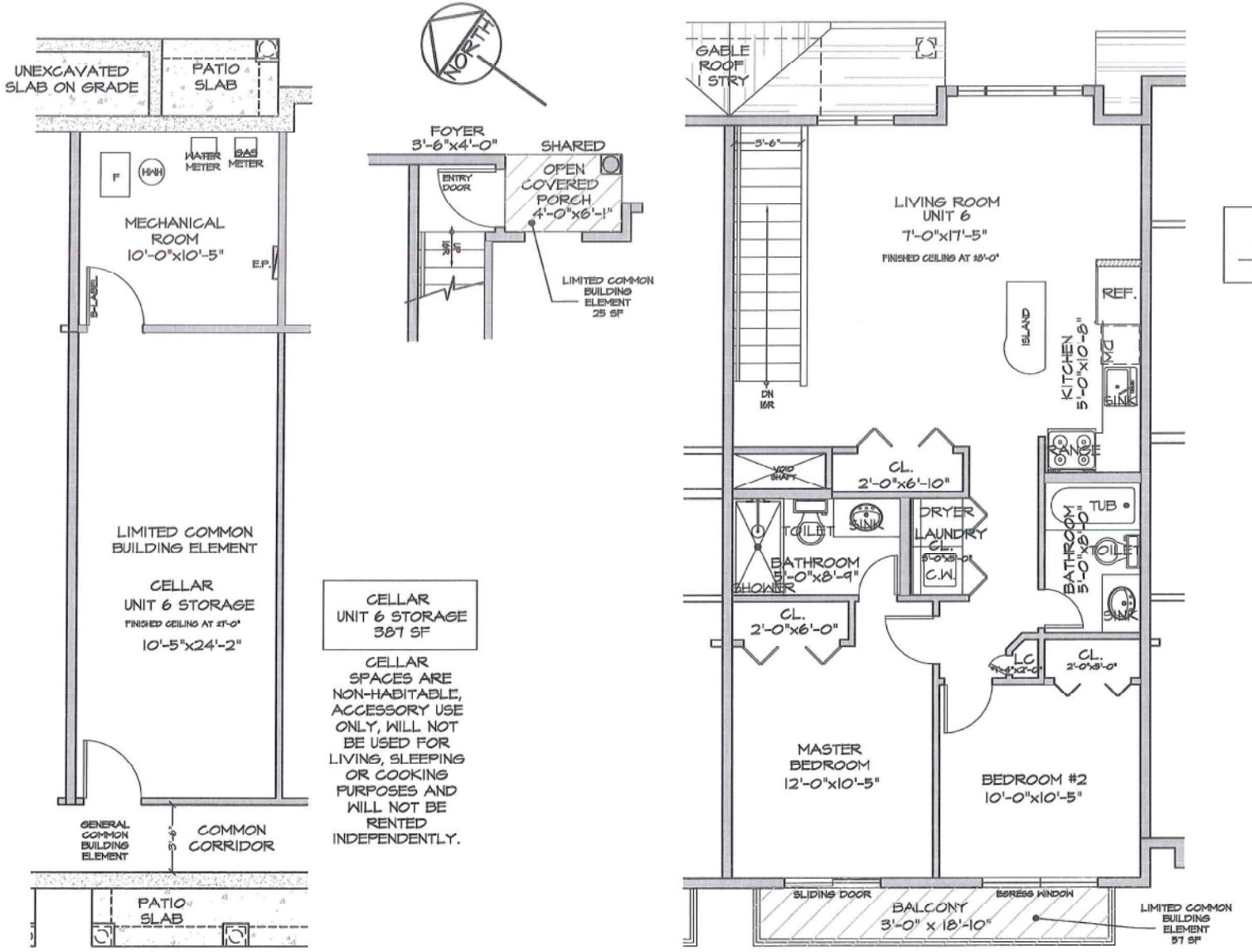
SHEET 6.0



APARTMENT - UNIT 6

SCALE: 3/16" = 1'-0"

SEPARATE PLANS- 2-20-2025
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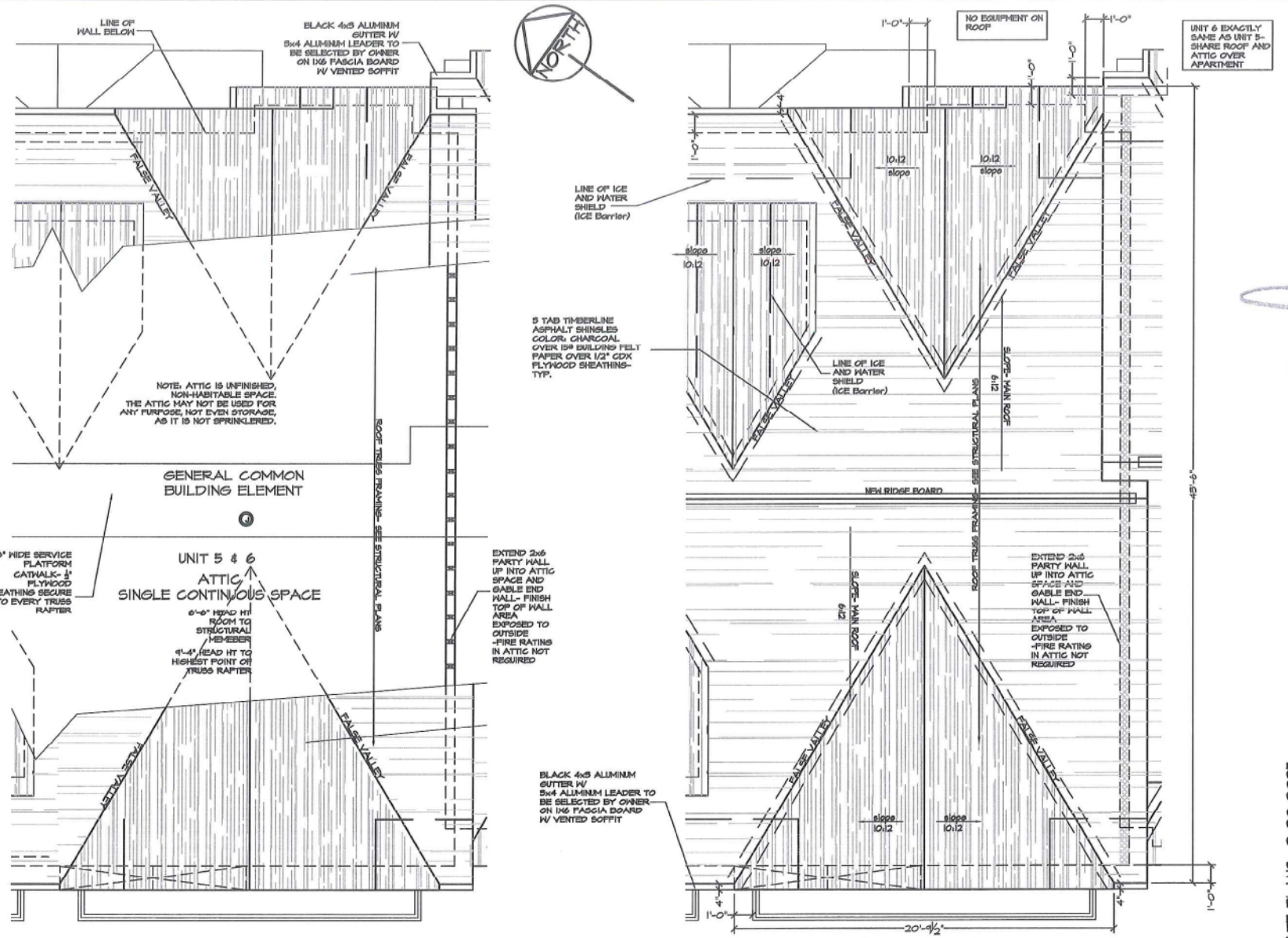
SHEET 6



APARTMENT - UNIT 6- ATTIC AND ROOF PLAN

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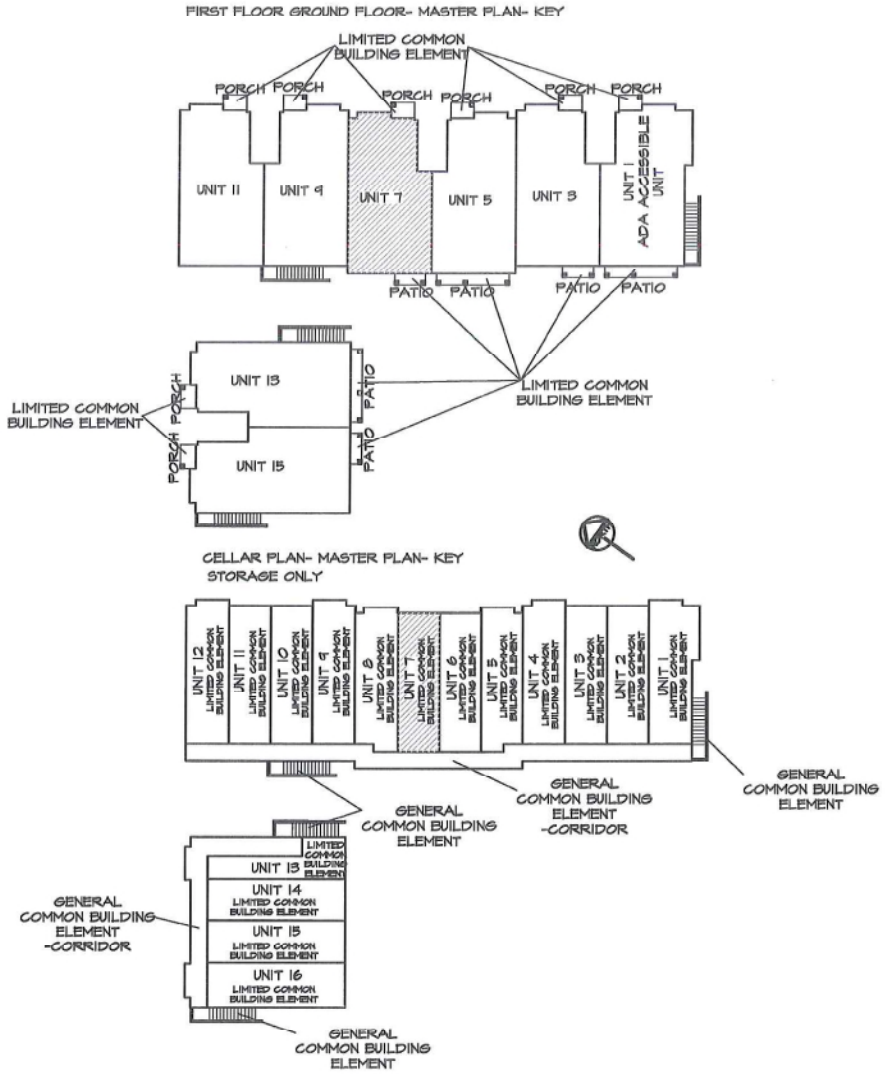
SHEET 6.2



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APARTMENT - UNIT 7 - LOCATION KEY MAP

SCALE: N.T.S.

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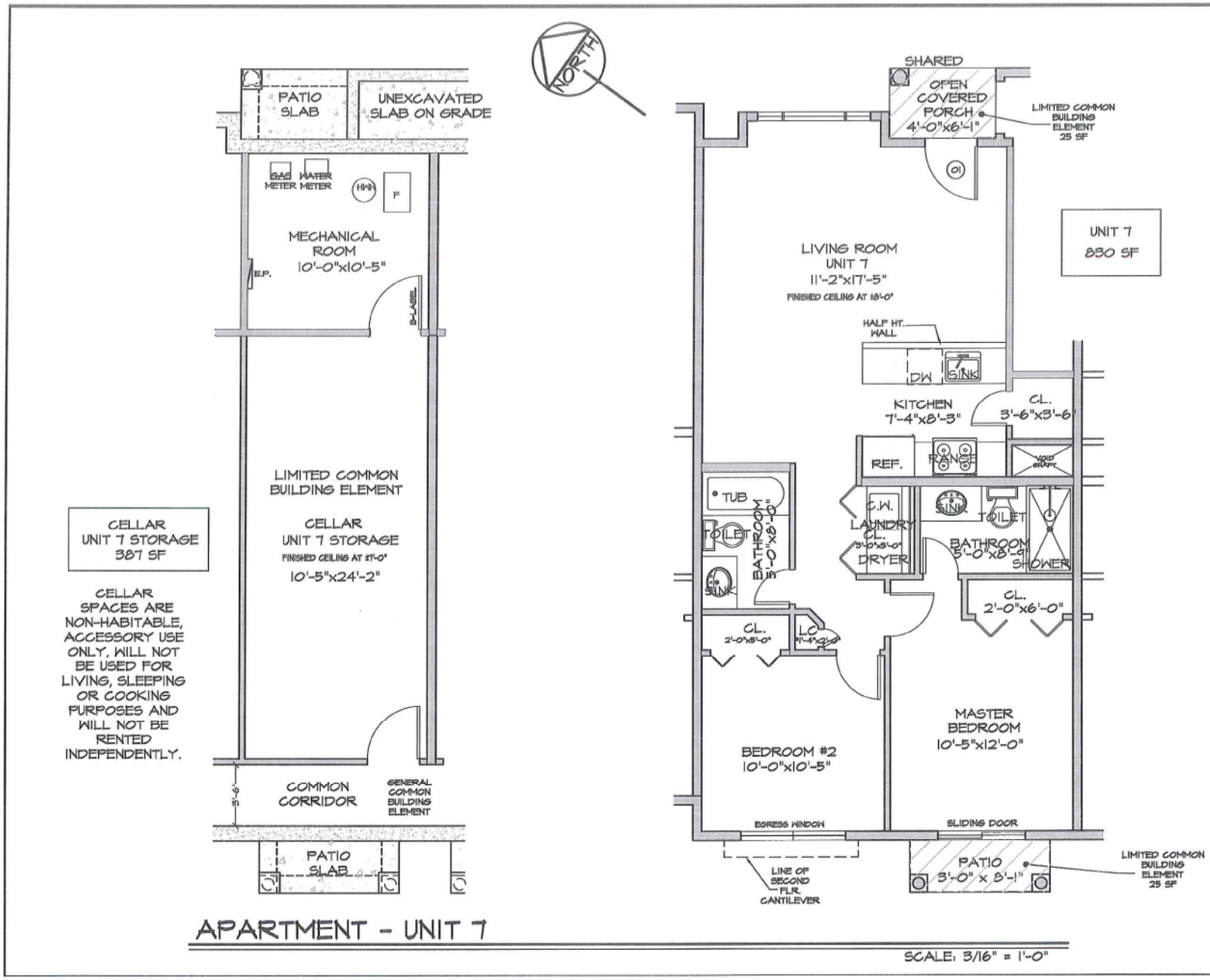
SHEET 7.0



APARTMENT - UNIT 7

SCALE: 3/16" = 1'-0"

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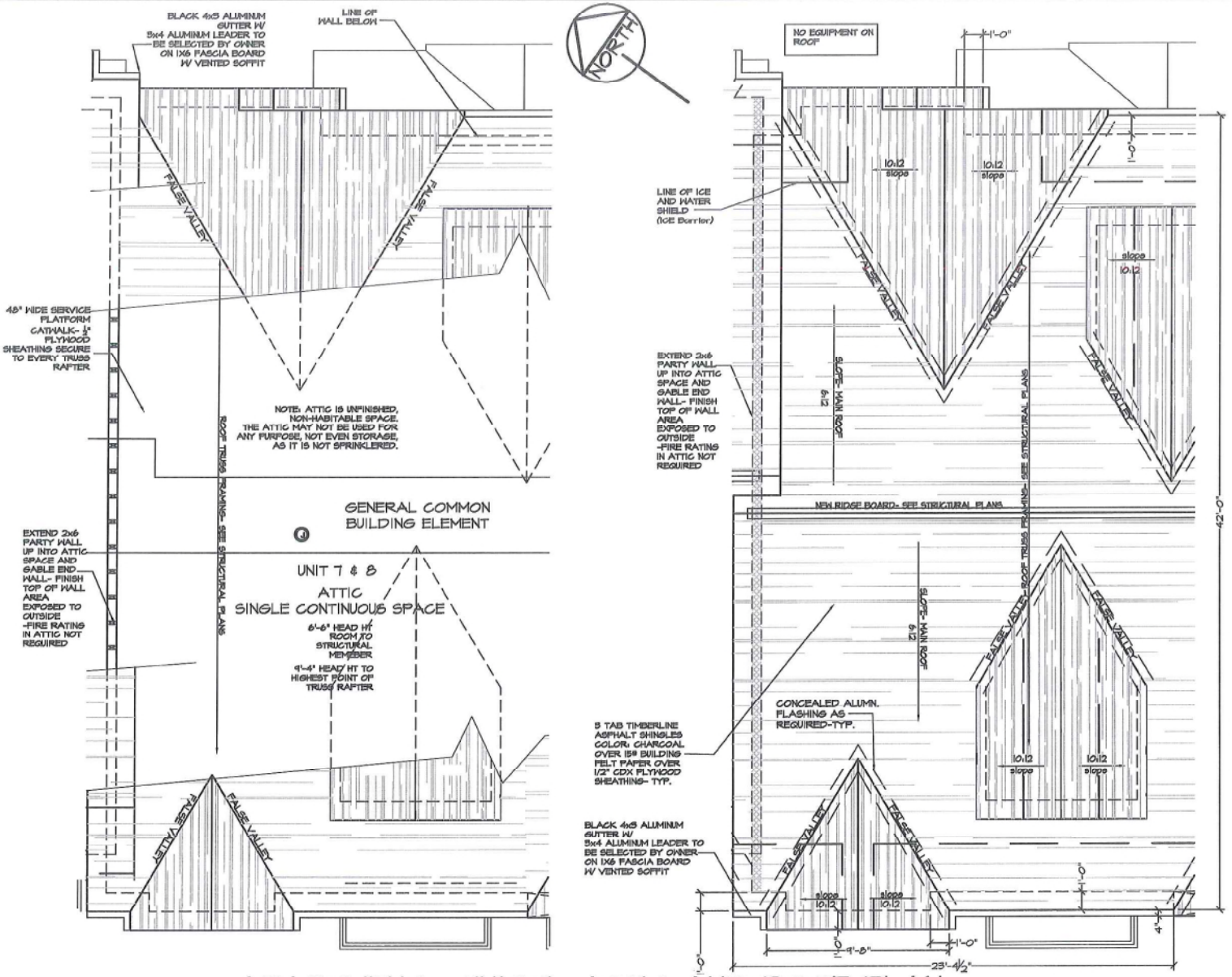
SHEET T.1



APARTMENT - UNIT 7- ATTIC AND ROOF PLAN

SCALE: 3/16" = 1'-0"

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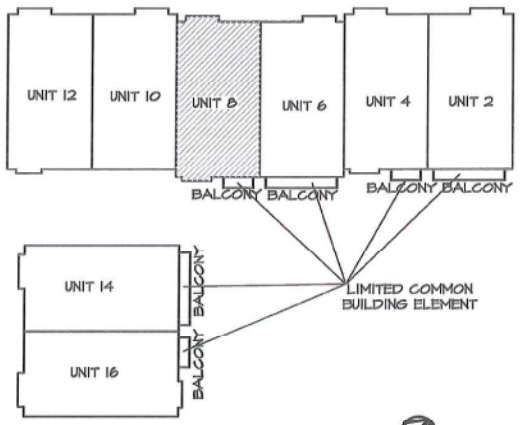
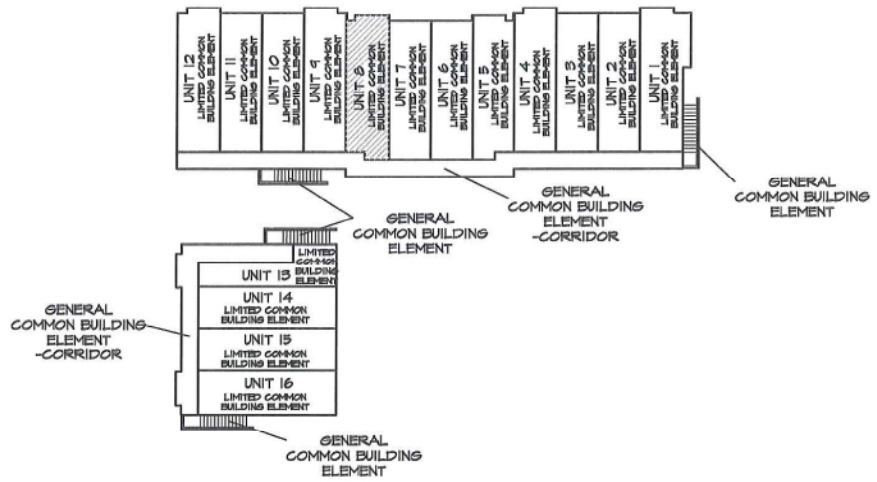
SHEET T.2

SECOND FLOOR- MASTER PLAN- KEY



CELLAR PLAN- MASTER PLAN- KEY
STORAGE ONLY



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APARTMENT - UNIT 8 - LOCATION KEY MAP

SCALE: N.T.S.

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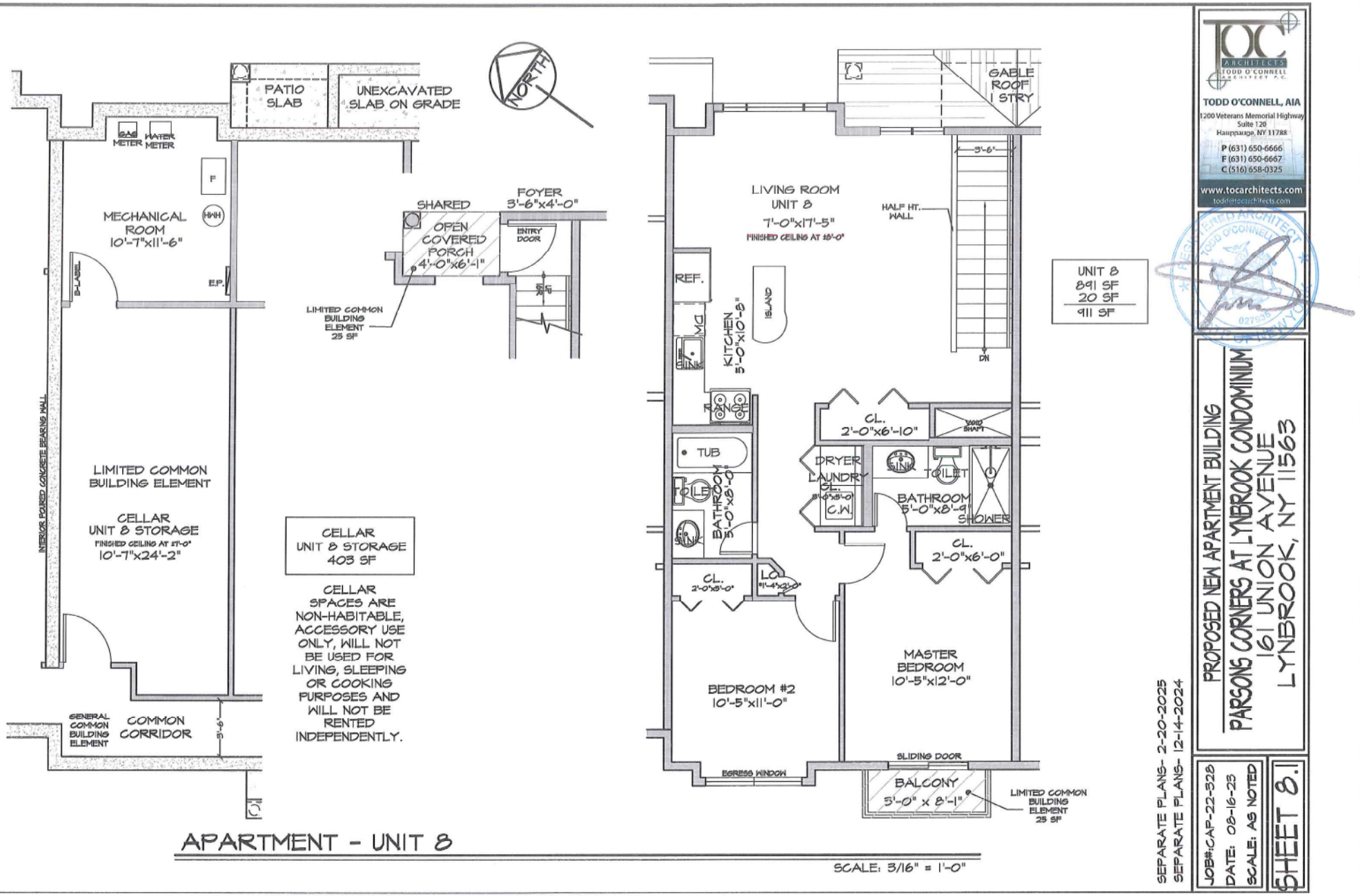
SHEET 8.0



APARTMENT - UNIT 8

SCALE: 3/16" = 1'-0"

SEPARATE PLANS- 2-20-2025
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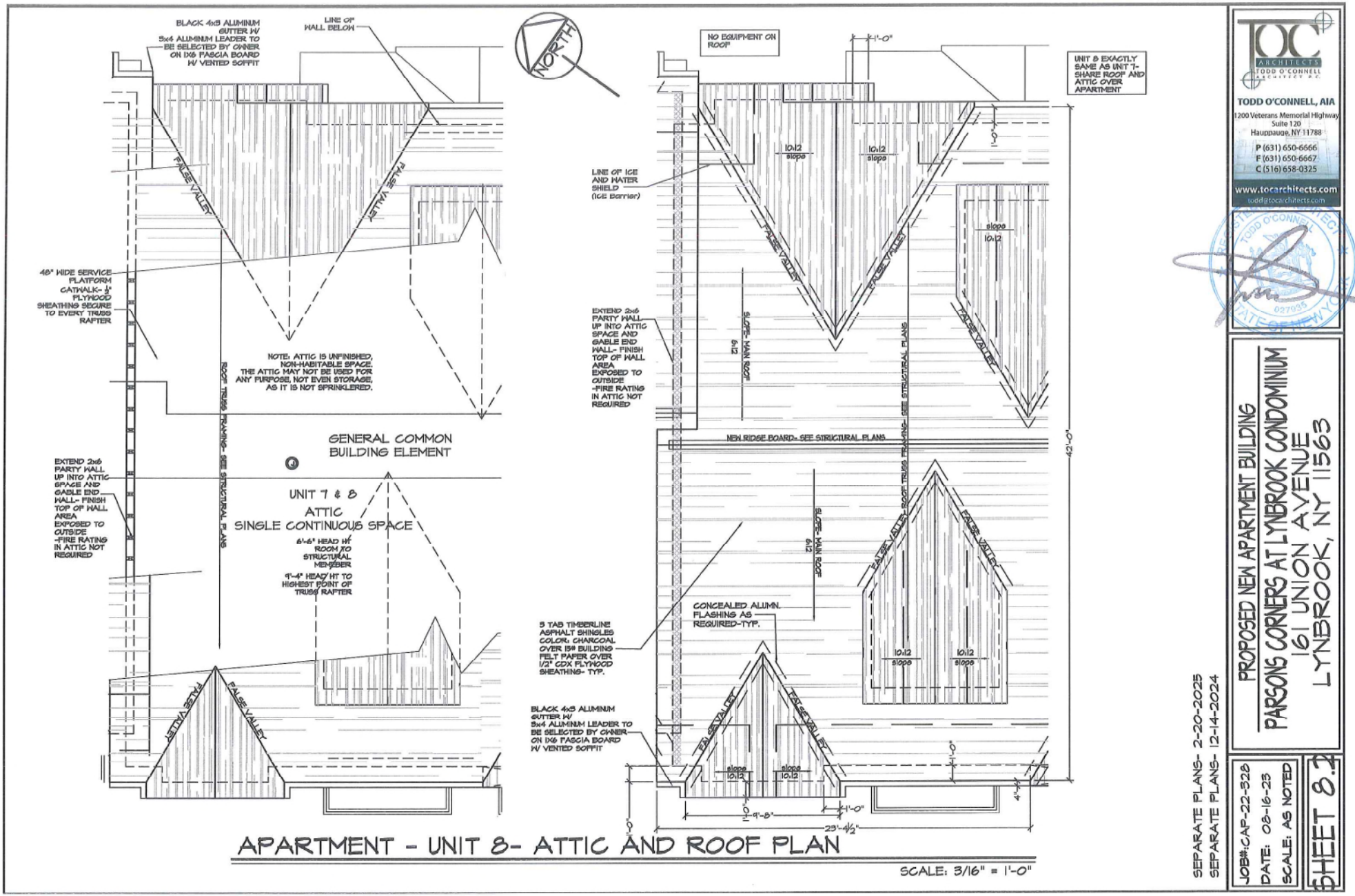

APARTMENT - UNIT 8- ATTIC AND ROOF PLAN

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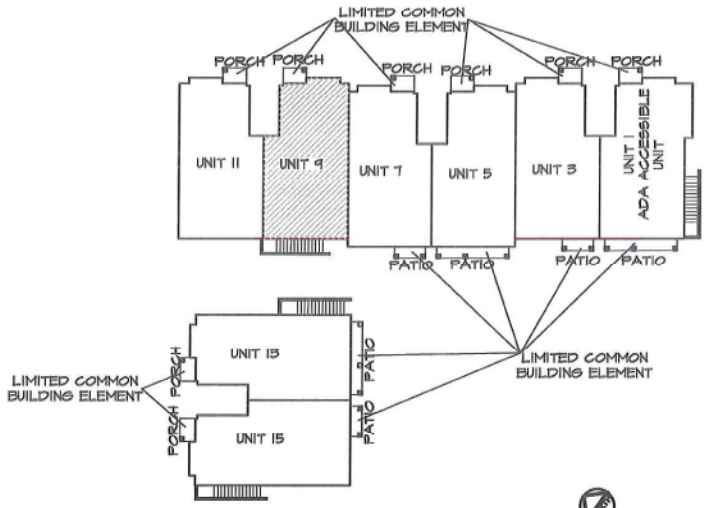
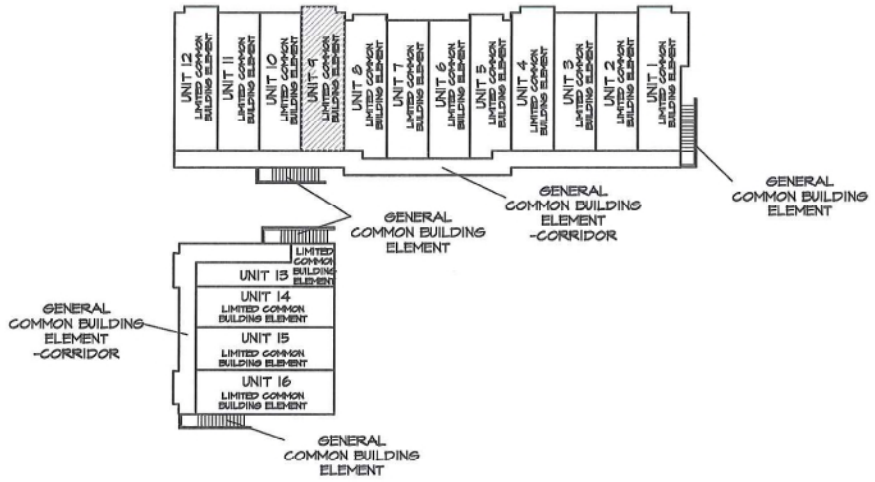
SHEET 8.2

FIRST FLOOR GROUND FLOOR- MASTER PLAN- KEY



CELLAR PLAN- MASTER PLAN- KEY
STORAGE ONLY



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APARTMENT - UNIT 9 - LOCATION KEY MAP

SCALE: N.T.S.

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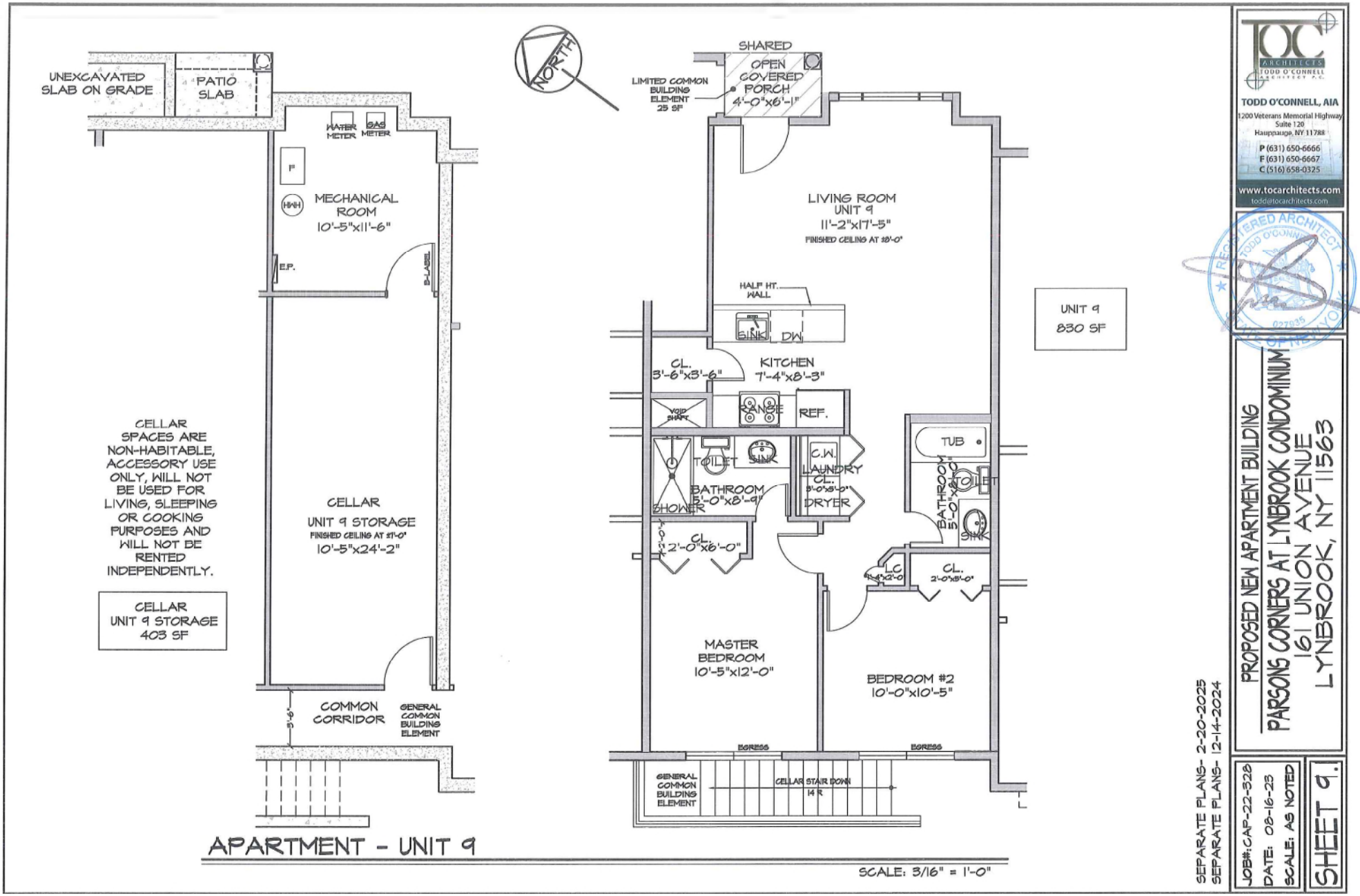
SCALE: AS NOTED

SHEET 9.0



APARTMENT - UNIT 9

SCALE: 3/16" = 1'-0"

SEPARATE PLANS- 2-20-2025
SEPARATE PLANS- 12-14-2024

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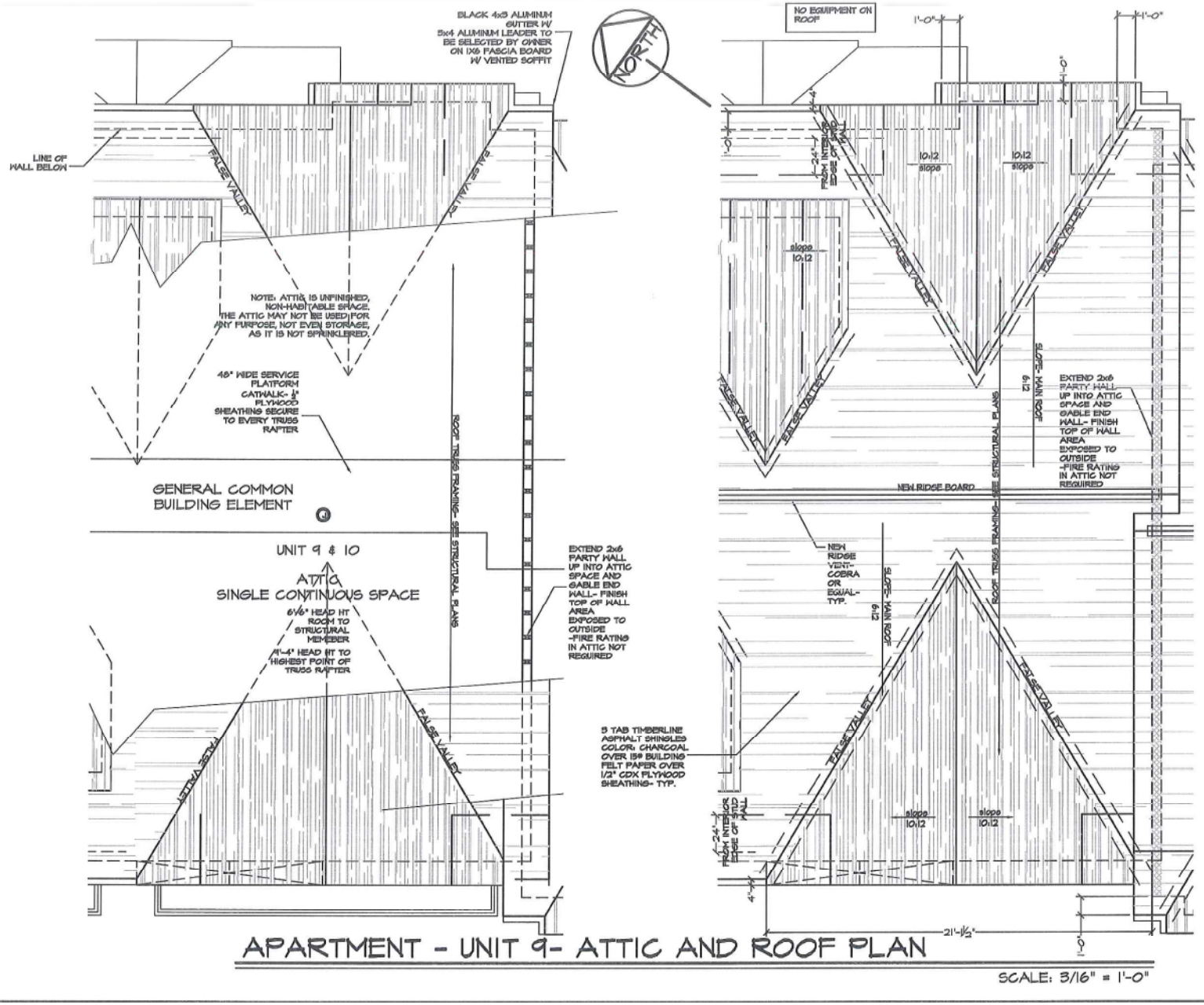
REGISTERED ARCHITECT TODD O'CONNELL 027835 STATE OF NEW YORK

PROPOSED NEW APARTMENT BUILDING
PARSONS CORNERS AT LYNBROOK CONDOMINIUM
161 UNION AVENUE
LYNBROOK, NY 11563

JOB#: CAP-22-328
DATE: 08-16-23
SCALE: AS NOTED

SHEET 9.1



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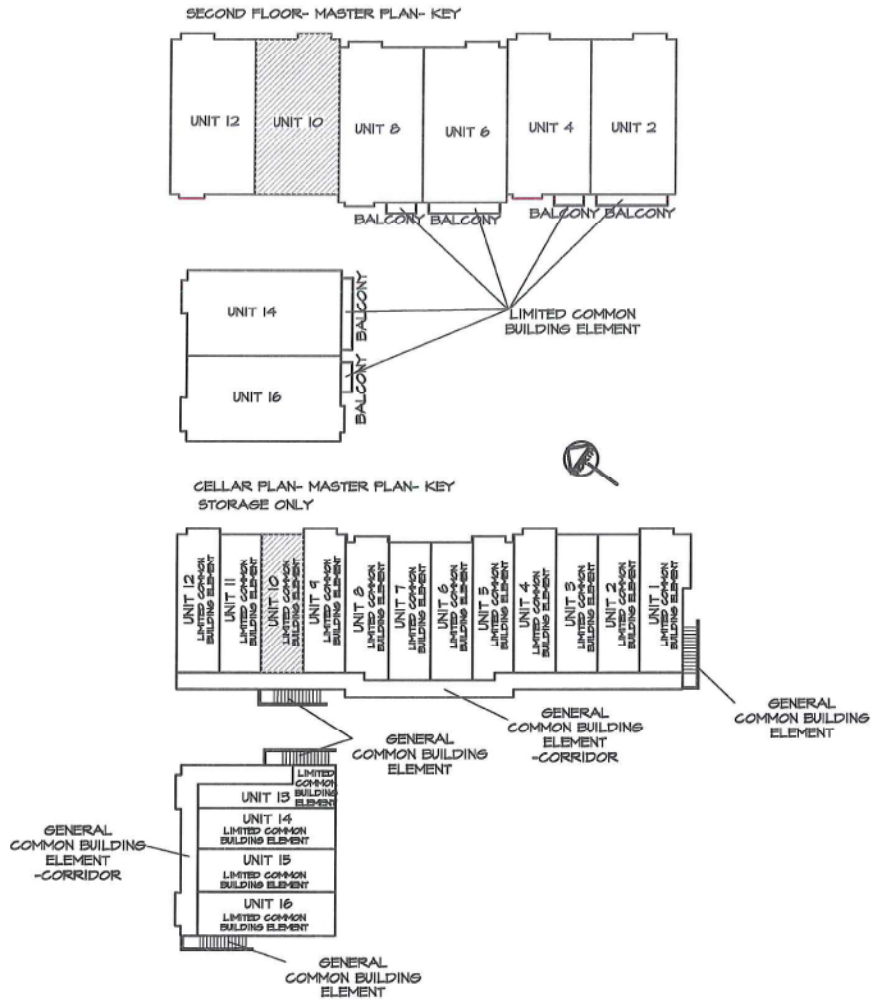
SHEET 9.2



ABBREVIATION LEGEND:

DW - DISHWASHER
REF. - REFRIGERATOR
C.W. - CLOTHES WASH MACHINE
SF - SQUARE FOOT
E.P. - ELECTRICAL PANEL
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APARTMENT - UNIT 10 - LOCATION KEY MAP

SCALE: N.T.S.

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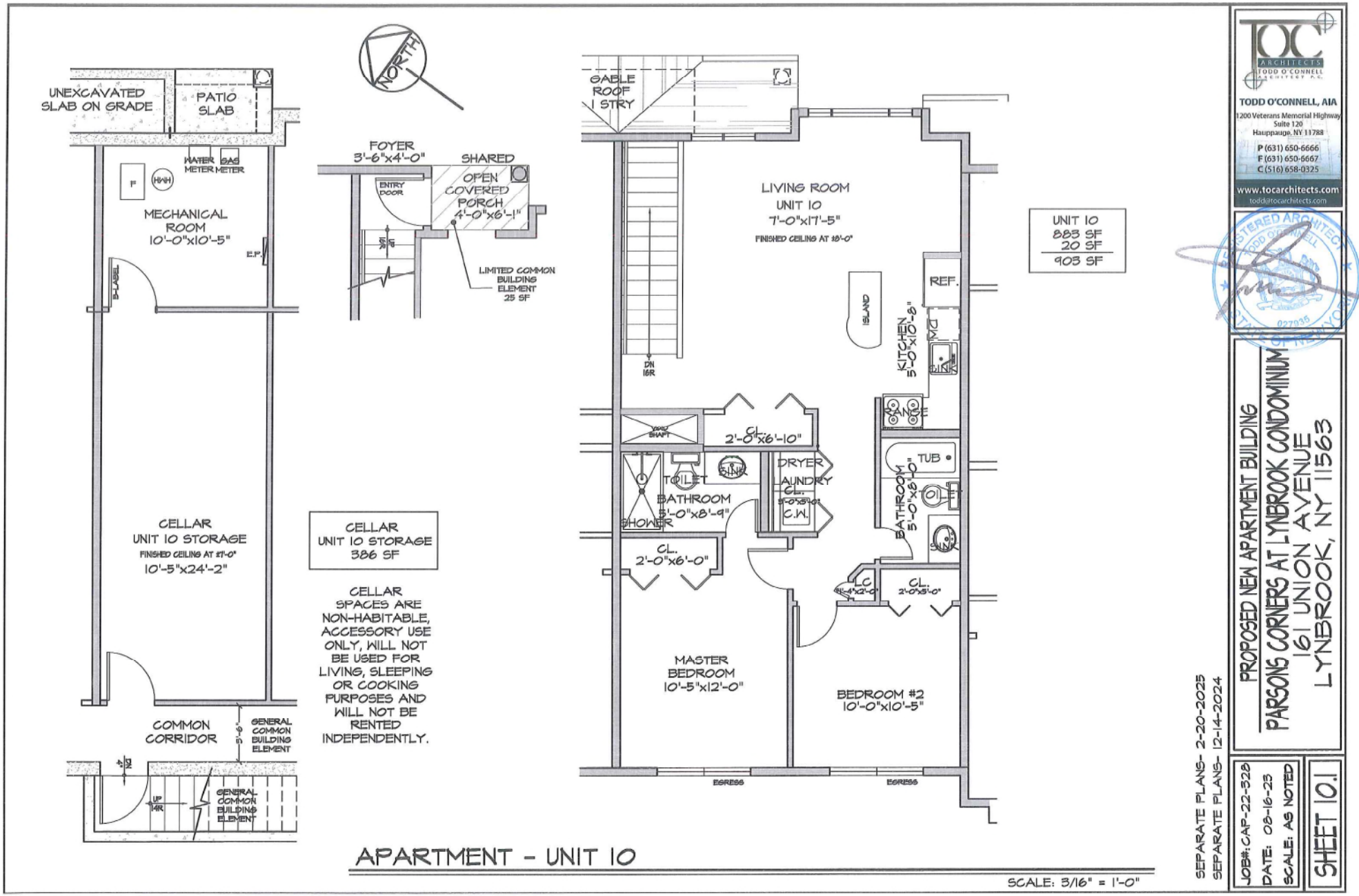
SHEET 10.0



APARTMENT - UNIT 10

SCALE: 3/16" = 1'-0"

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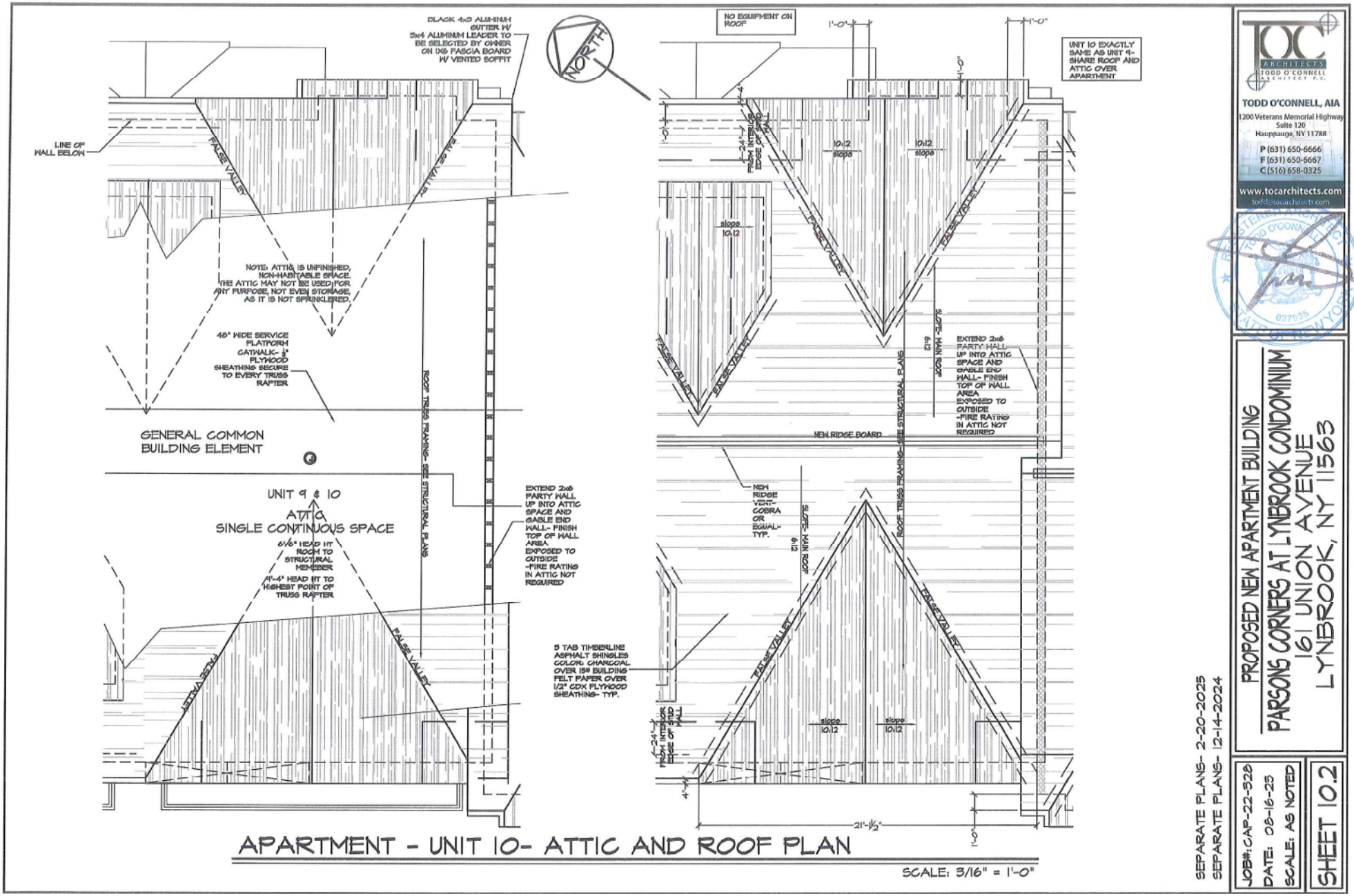
JOB#: CAP-22-328
DATE: 08-16-23
SCALE: AS NOTED

SHEET 10.1



APARTMENT - UNIT 10- ATTIC AND ROOF PLAN

SCALE: 3/16" = 1'-0"

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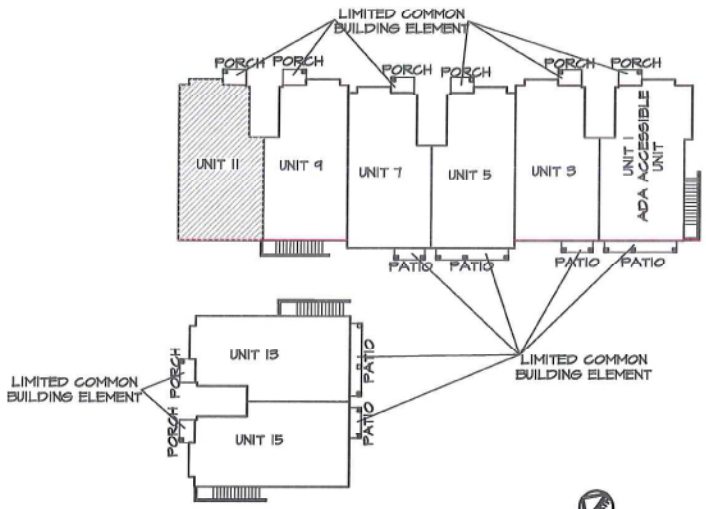
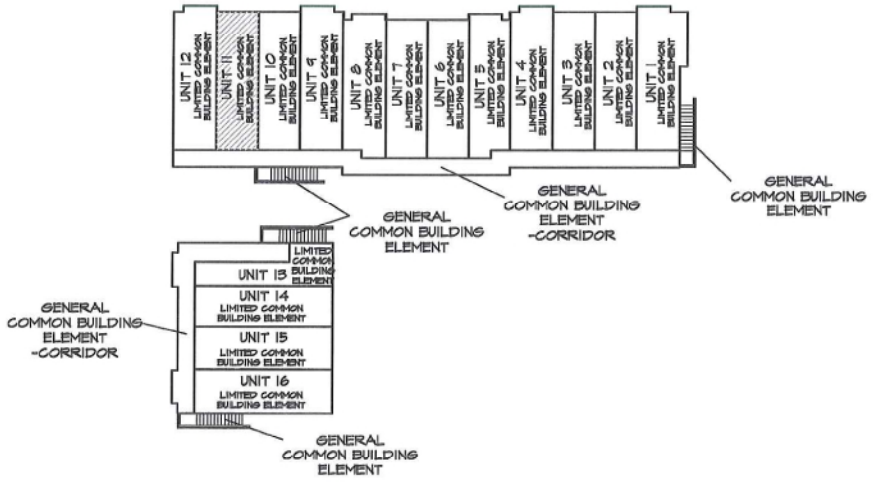
DATE: 08-16-25
SCALE: AS NOTED

SHEET 10.2

FIRST FLOOR GROUND FLOOR- MASTER PLAN- KEY



CELLAR PLAN- MASTER PLAN- KEY
STORAGE ONLY



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APARTMENT - UNIT 11 - LOCATION KEY MAP

SCALE: N.T.S.

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JOB#: SL-22-328
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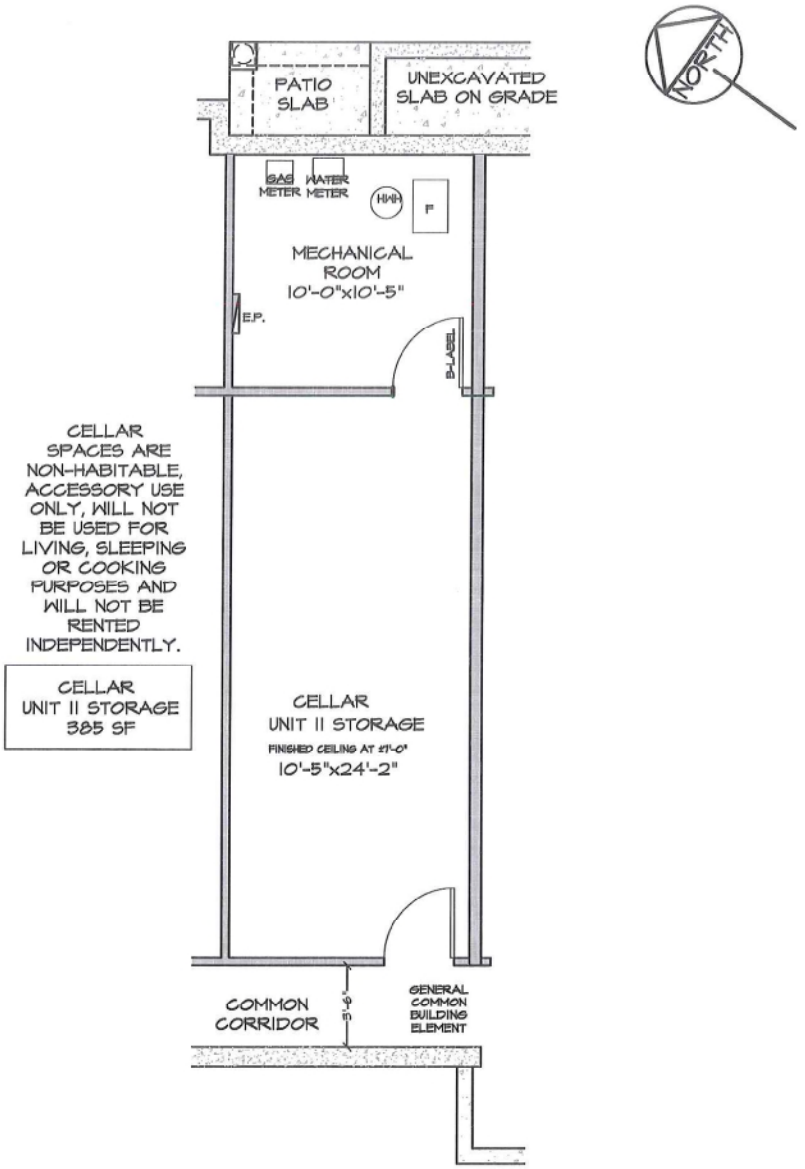
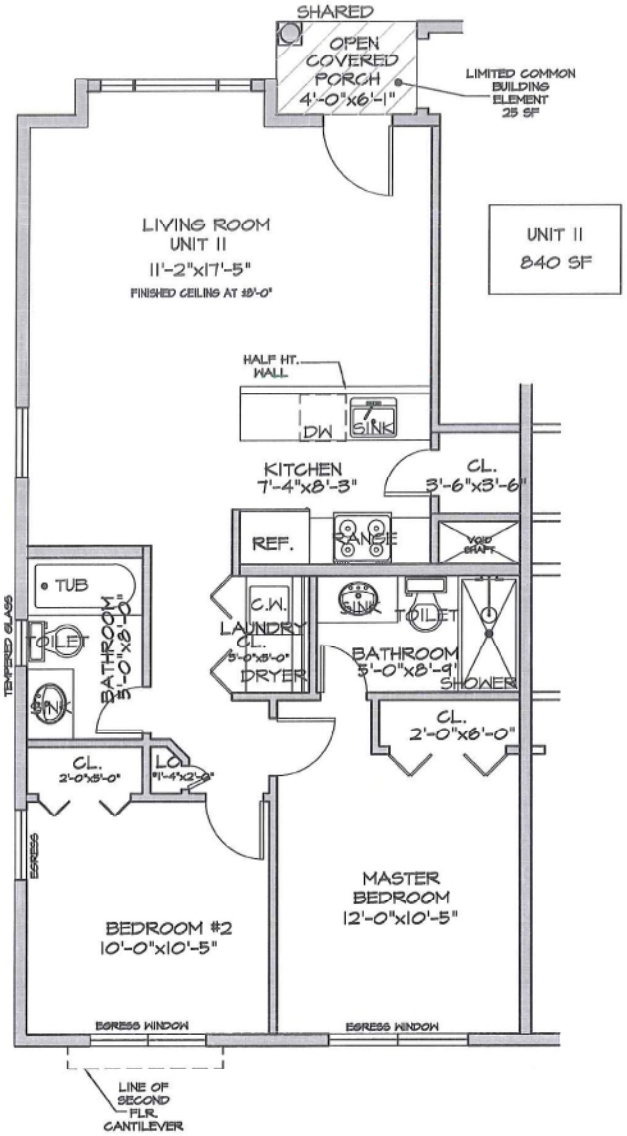
SCALE: AS NOTED

SHEET 11.0





APARTMENT 11

SCALE: 3/16" = 1'-0"

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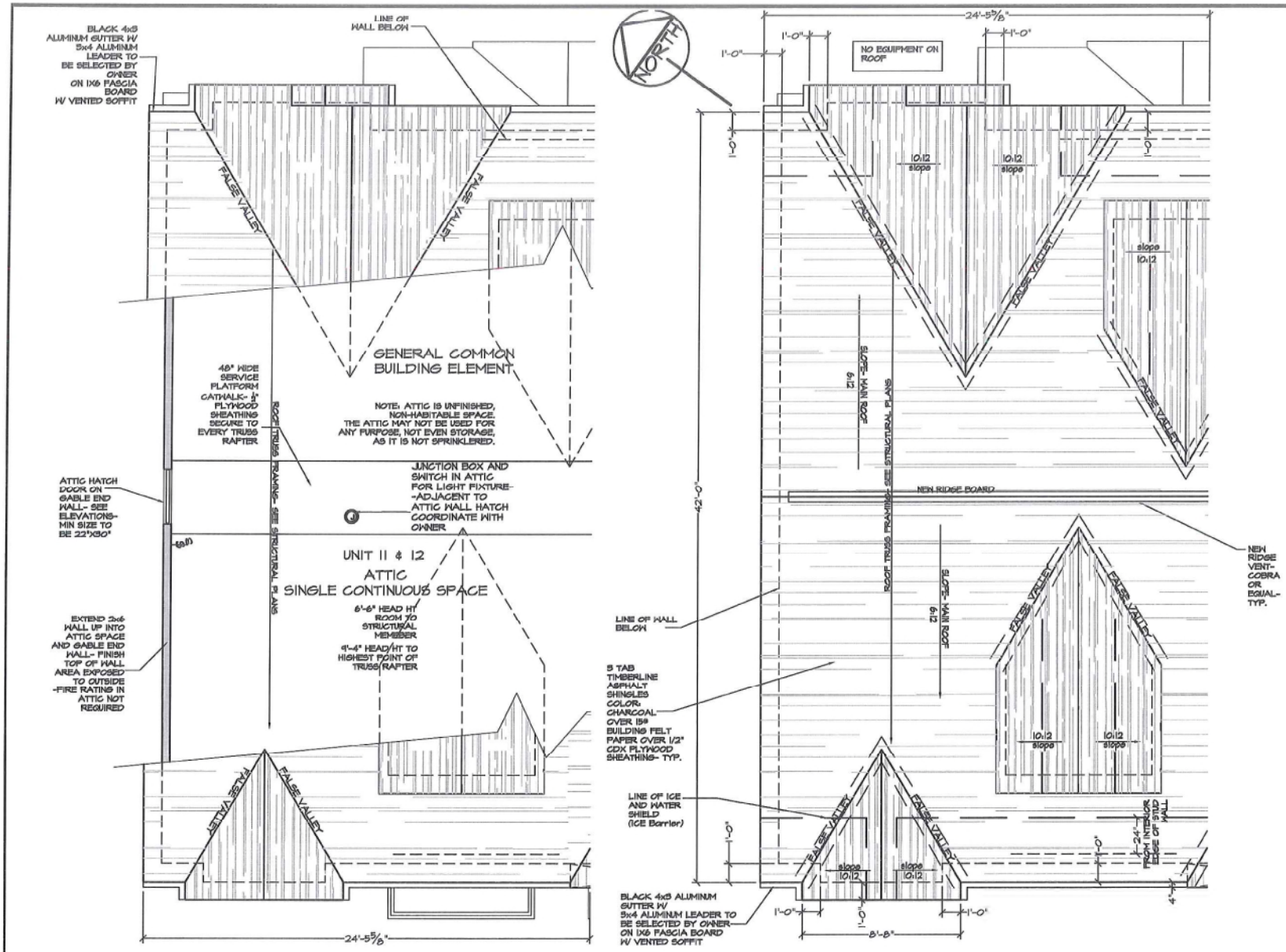
SHEET 11.1



APARTMENT - UNIT 11- ATTIC AND ROOF PLAN

SCALE: 3/16" = 1'-0"

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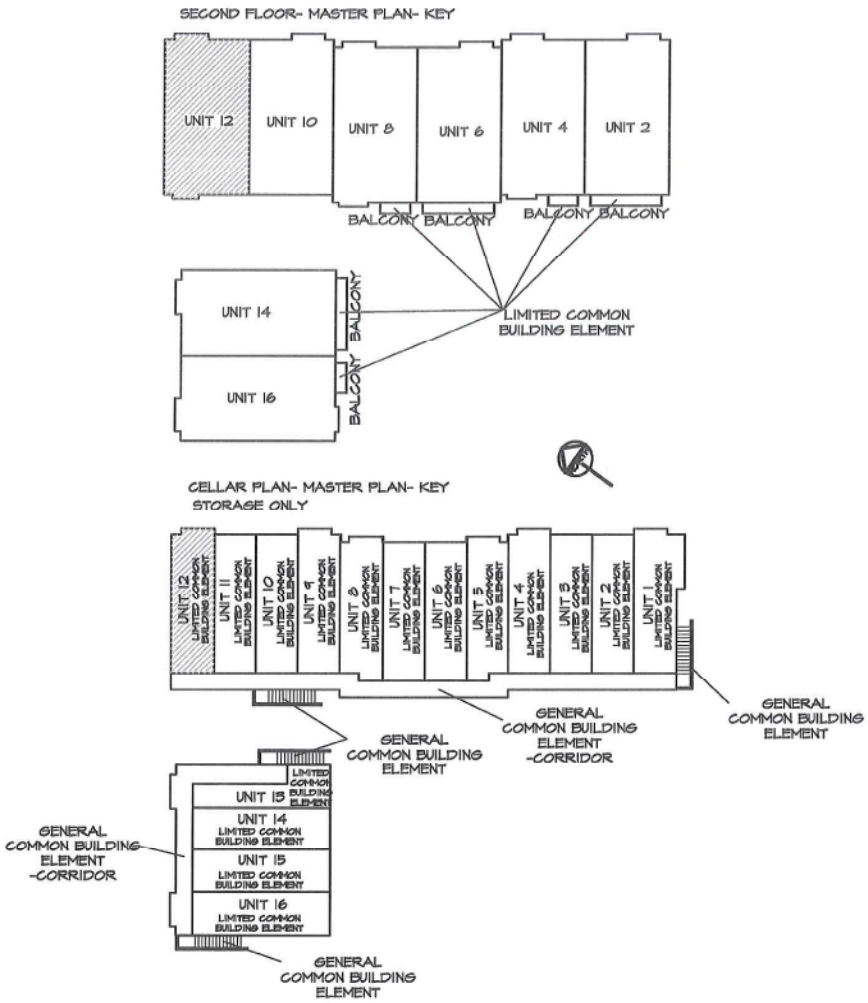
SHEET 11.2



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APARTMENT - UNIT 12 - LOCATION KEY MAP

SCALE: N.T.S.

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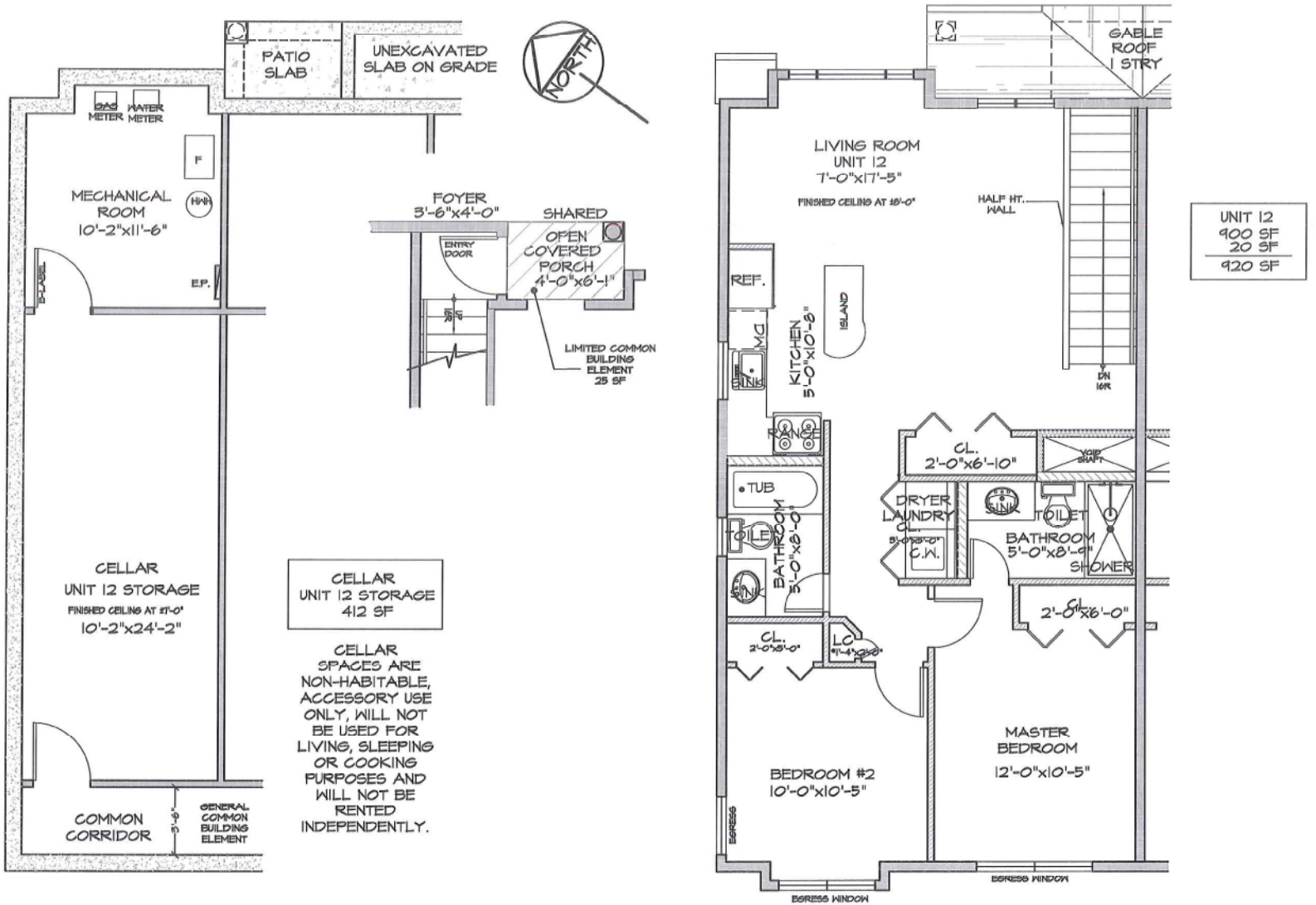
SHEET 12.0



UNIT 12
900 SF
20 SF
920 SF

APARTMENT - UNIT 12

SCALE: 3/16" = 1'-0"

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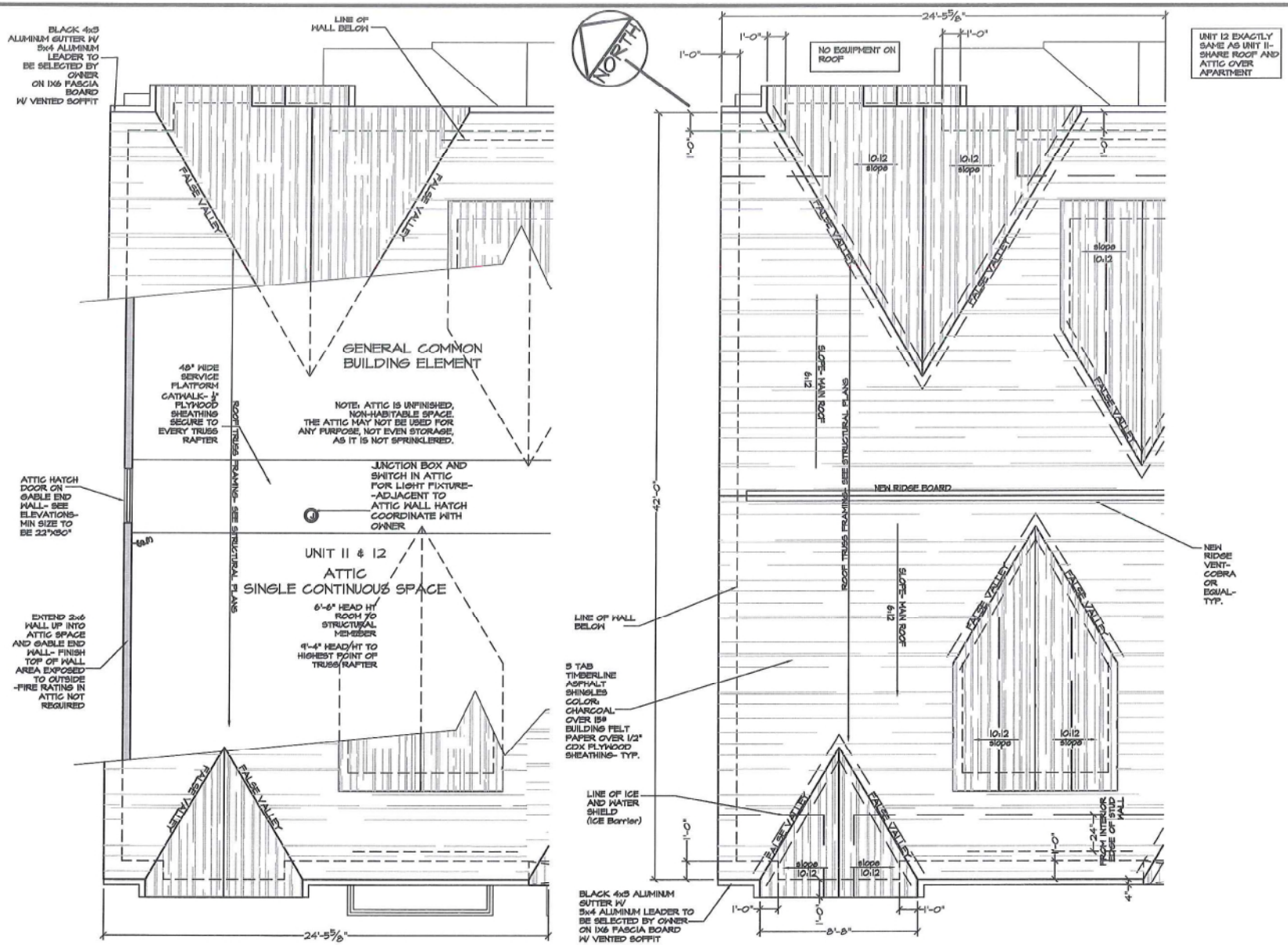
SHEET 12.1



APARTMENT - UNIT 12- ATTIC AND ROOF PLAN

SCALE: 3/16" = 1'-0"

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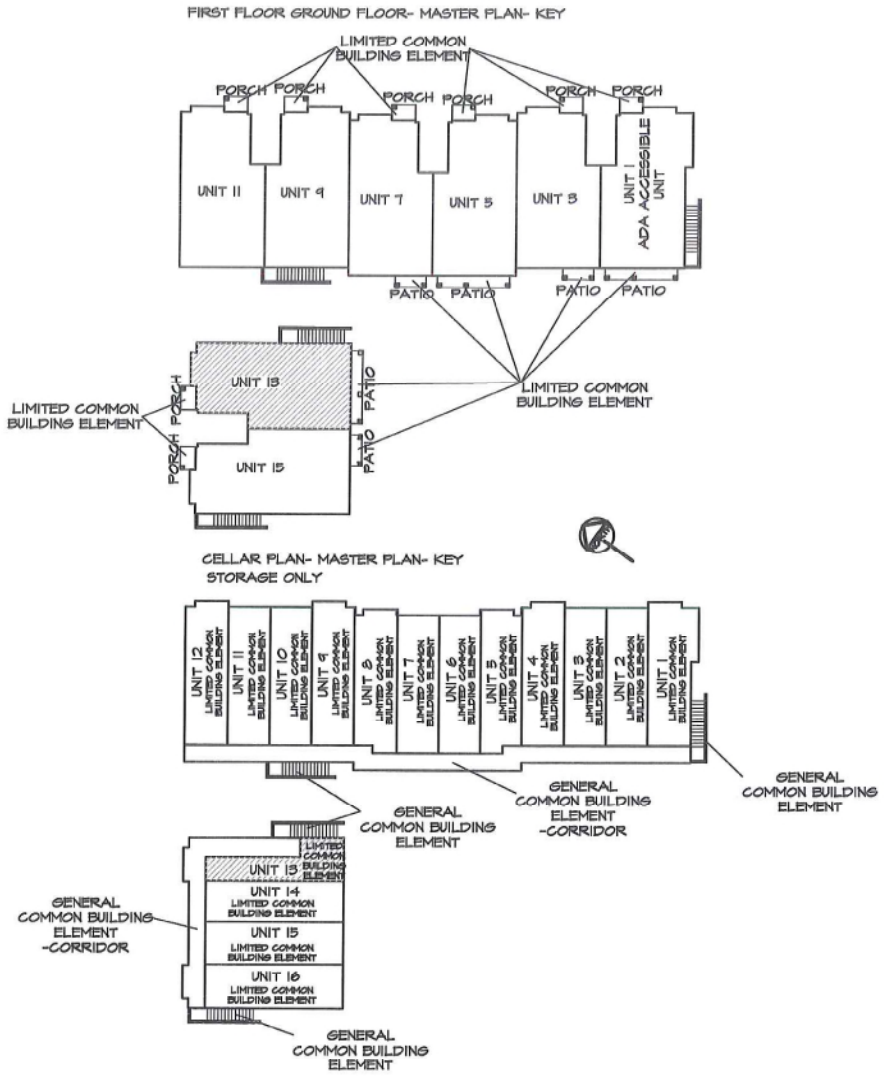
JOB#: CAP-22-320
DATE: 08-16-23
SCALE: AS NOTED

SHEET 12.2



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APARTMENT - UNIT 13 - LOCATION KEY MAP

SCALE: N.T.S.

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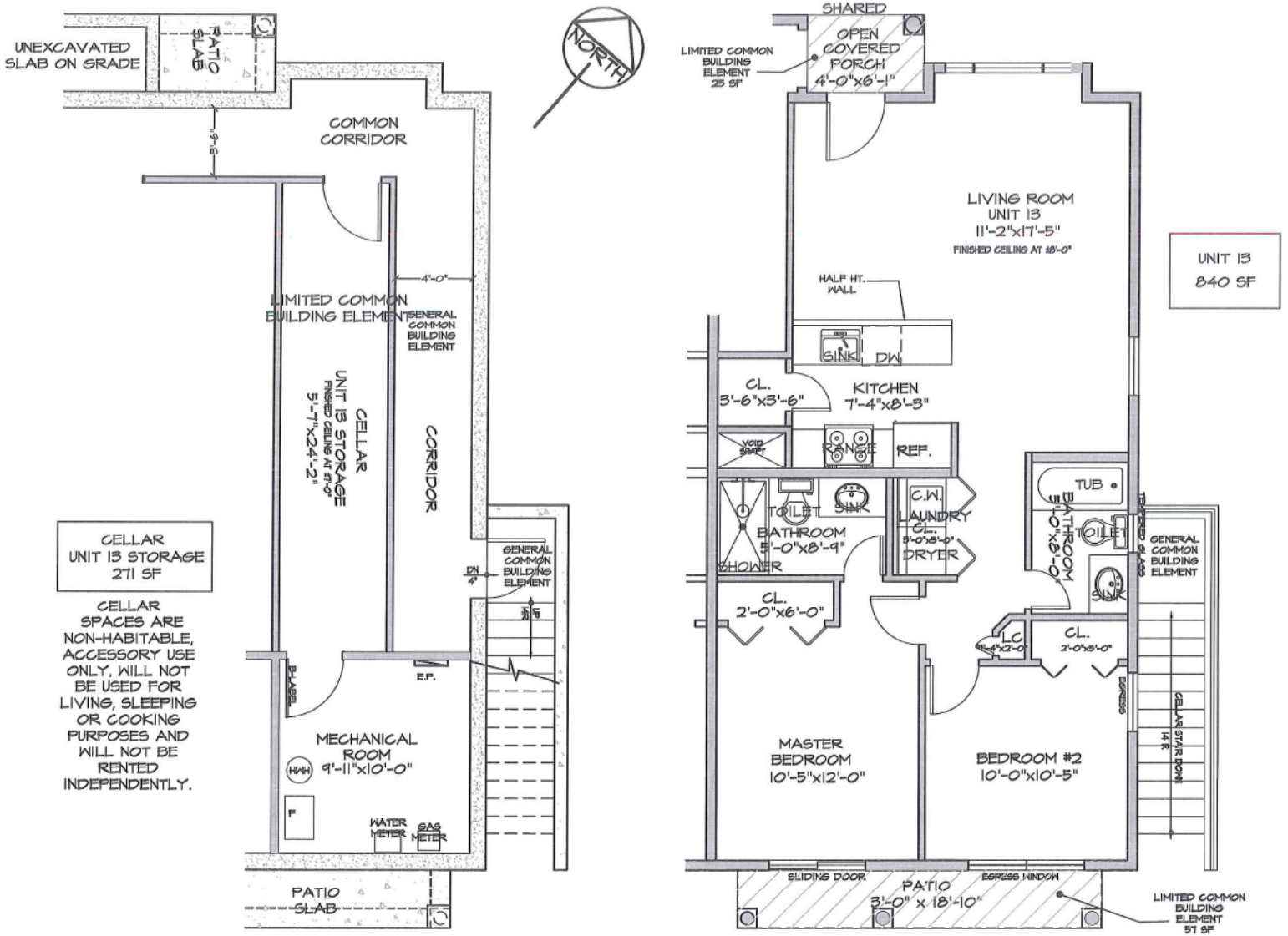
SHEET 13.0



APARTMENT - UNIT 13

SCALE: 3/16" = 1'-0"

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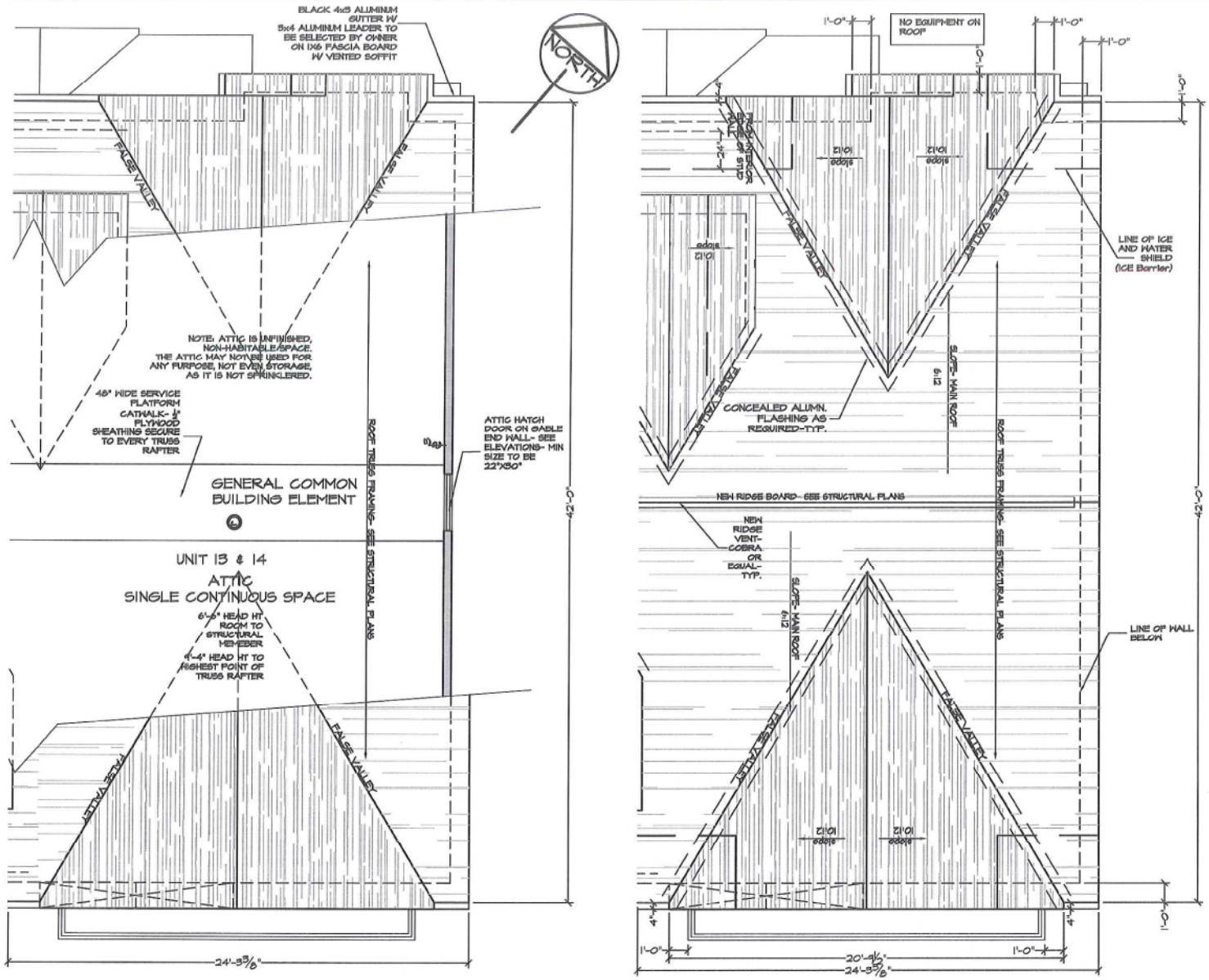
SHEET 13



APARTMENT - UNIT 13- ATTIC AND ROOF PLAN

SCALE: 3/16" = 1'-0"

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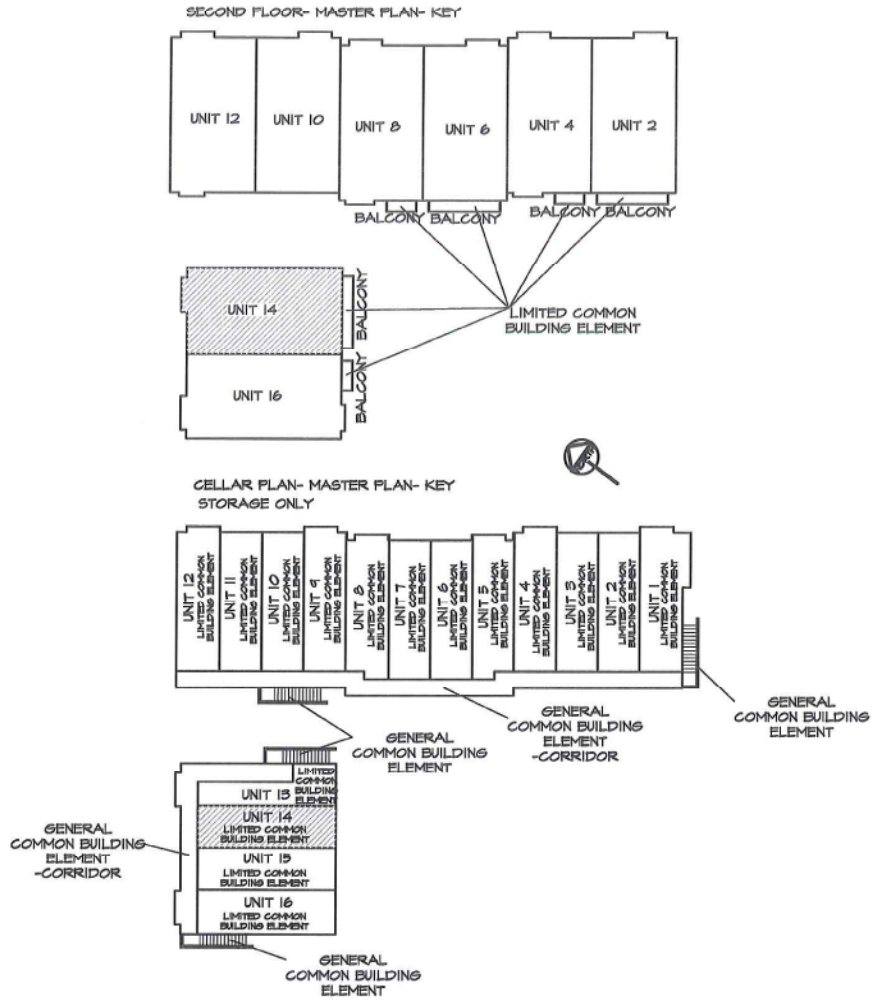
SHEET 13.2



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APARTMENT - UNIT 14 - LOCATION KEY MAP

SCALE: N.T.S.

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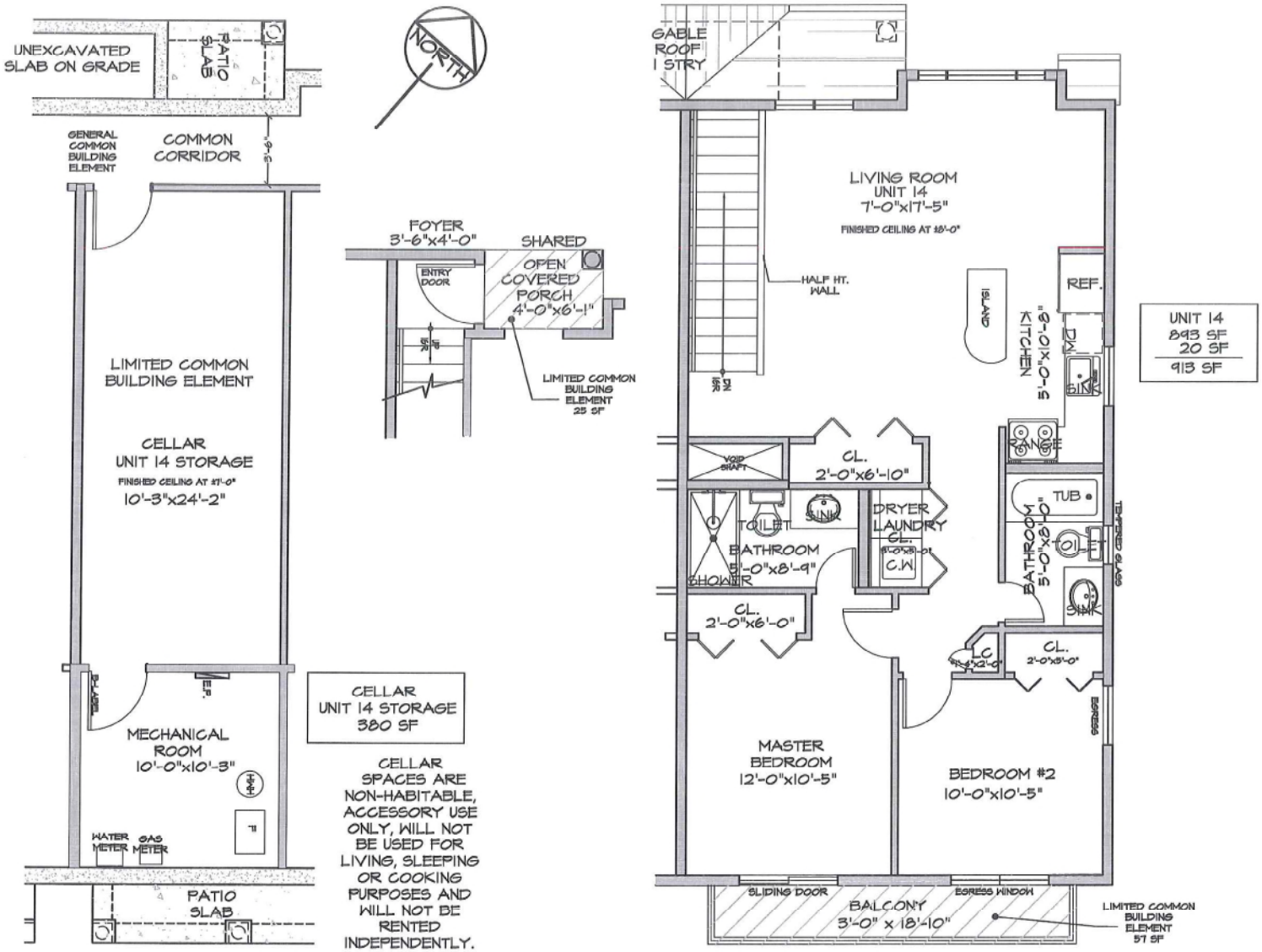
SHEET 14.0



APARTMENT - UNIT 14

SCALE: 3/16" = 1'-0"

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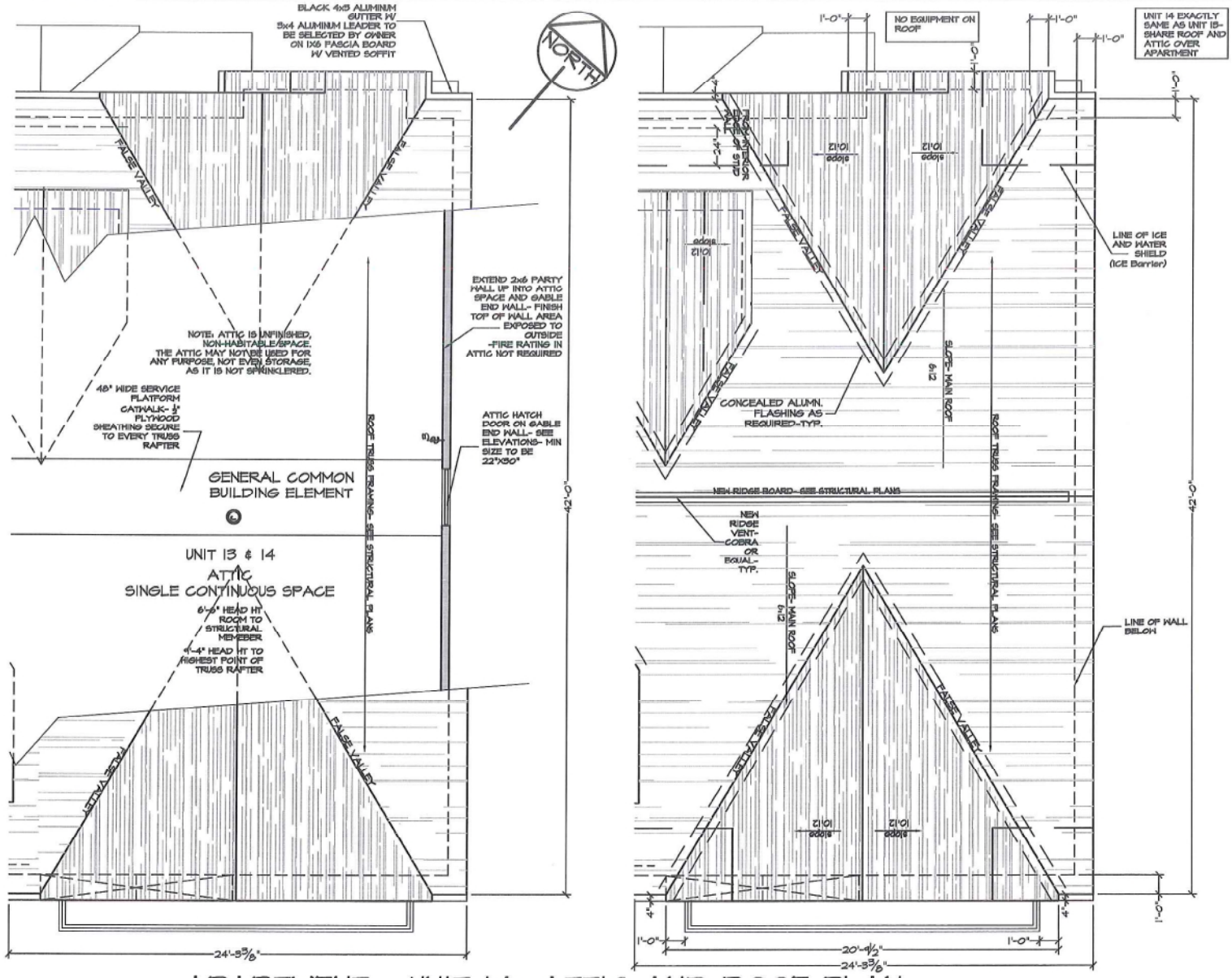

APARTMENT - UNIT 14- ATTIC AND ROOF PLAN

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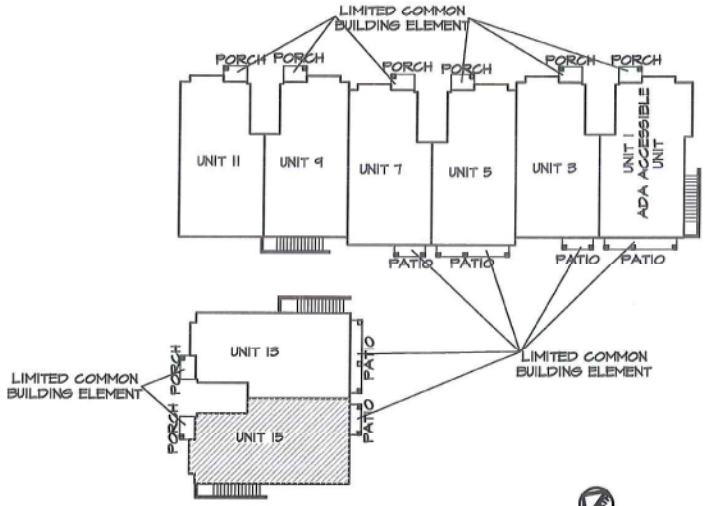
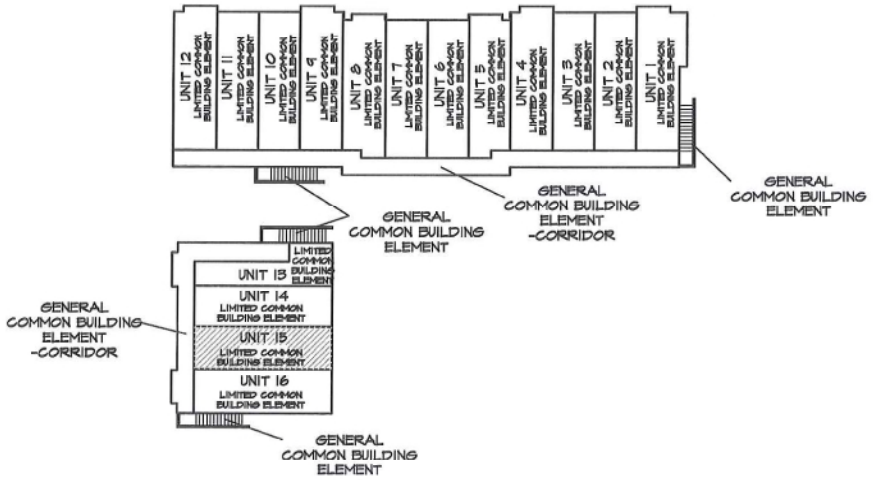
SHEET 14.2

FIRST FLOOR GROUND FLOOR- MASTER PLAN- KEY



CELLAR PLAN- MASTER PLAN- KEY
STORAGE ONLY



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APARTMENT - UNIT 15 - LOCATION KEY MAP

SCALE: N.T.S.

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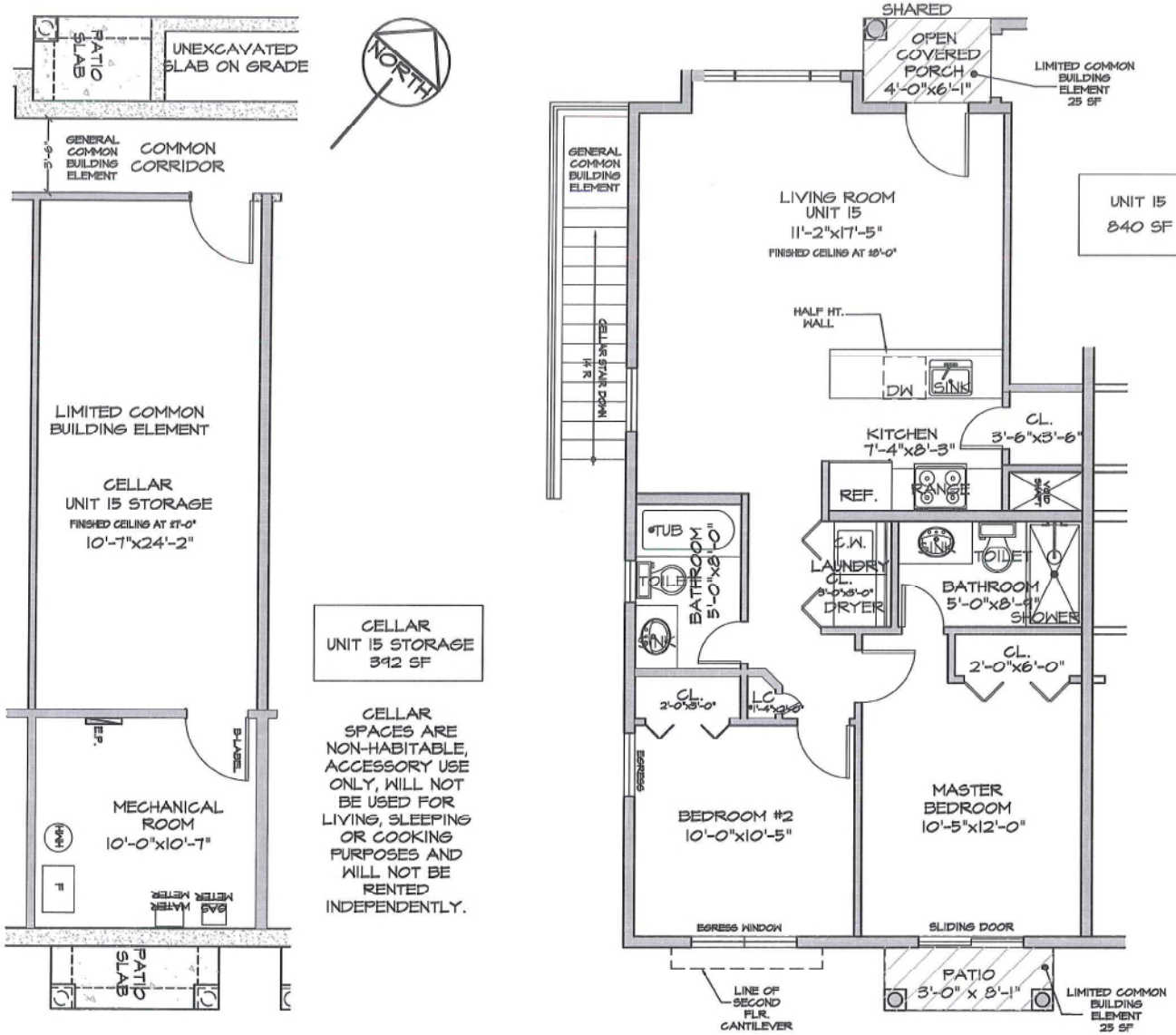
SCALE: AS NOTED

SHEET 15.0



APARTMENT - UNIT 15

SCALE: 3/16" = 1'-0"

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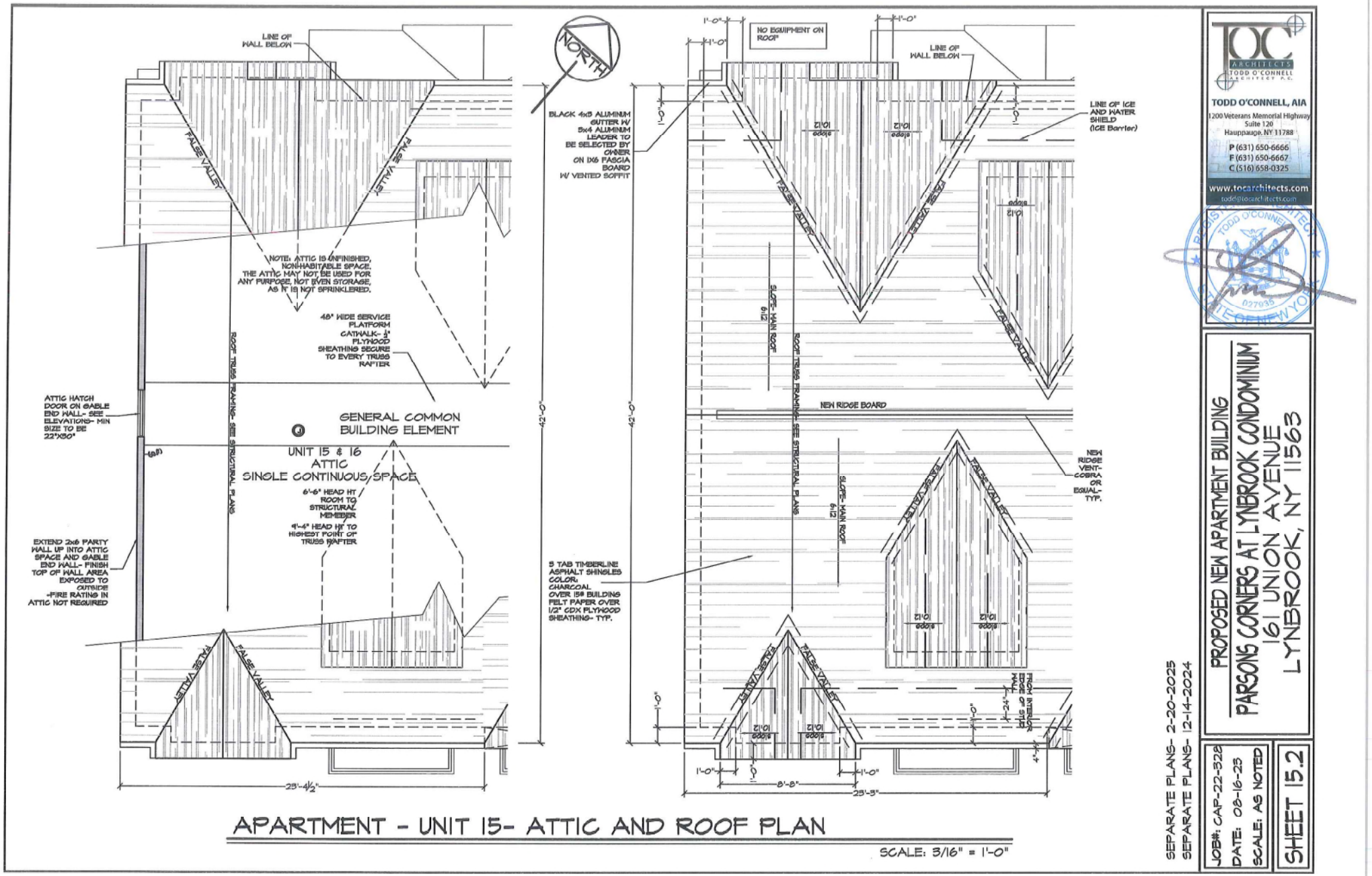
PROPOSED NEW APARTMENT BUILDING
PARSONS CORNERS AT LYNBROOK CONDOMINIUM
161 UNION AVENUE
LYNBROOK, NY 11563

SEPARATE PLANS- 2-20-2025
SEPARATE PLANS- 12-14-2024

JOB#: CAP-22-328
DATE: 08-16-23
SCALE: AS NOTED

SHEET 15.1



APARTMENT - UNIT 15- ATTIC AND ROOF PLAN

SCALE: 3/16" = 1'-0"

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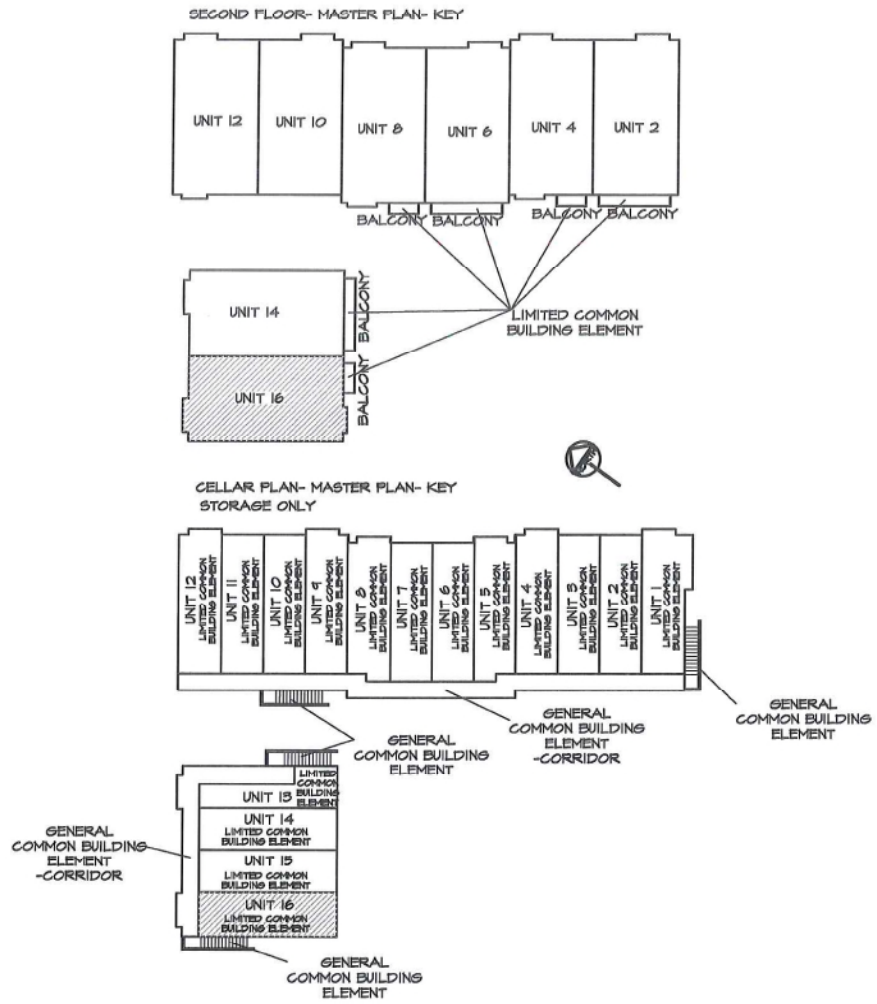
SEPARATE PLANS- 2-20-2025
SEPARATE PLANS- 12-14-2024

JOB#: CAP-22-328
DATE: 08-16-23
SCALE: AS NOTED

SHEET 15.2



ABBREVIATION LEGEND:

DW - DISHWASHER
REF. - REFRIGERATOR
C.W. - CLOTHES WASH MACHINE
SF - SQUARE FOOT
E.P. - ELECTRICAL PANEL
F. - FURNACE
HW - HOT WATER HEATER
CL - CLOSET
LC - LINEN CLOSET

APARTMENT - UNIT 16 - LOCATION KEY MAP

SCALE: N.T.S.

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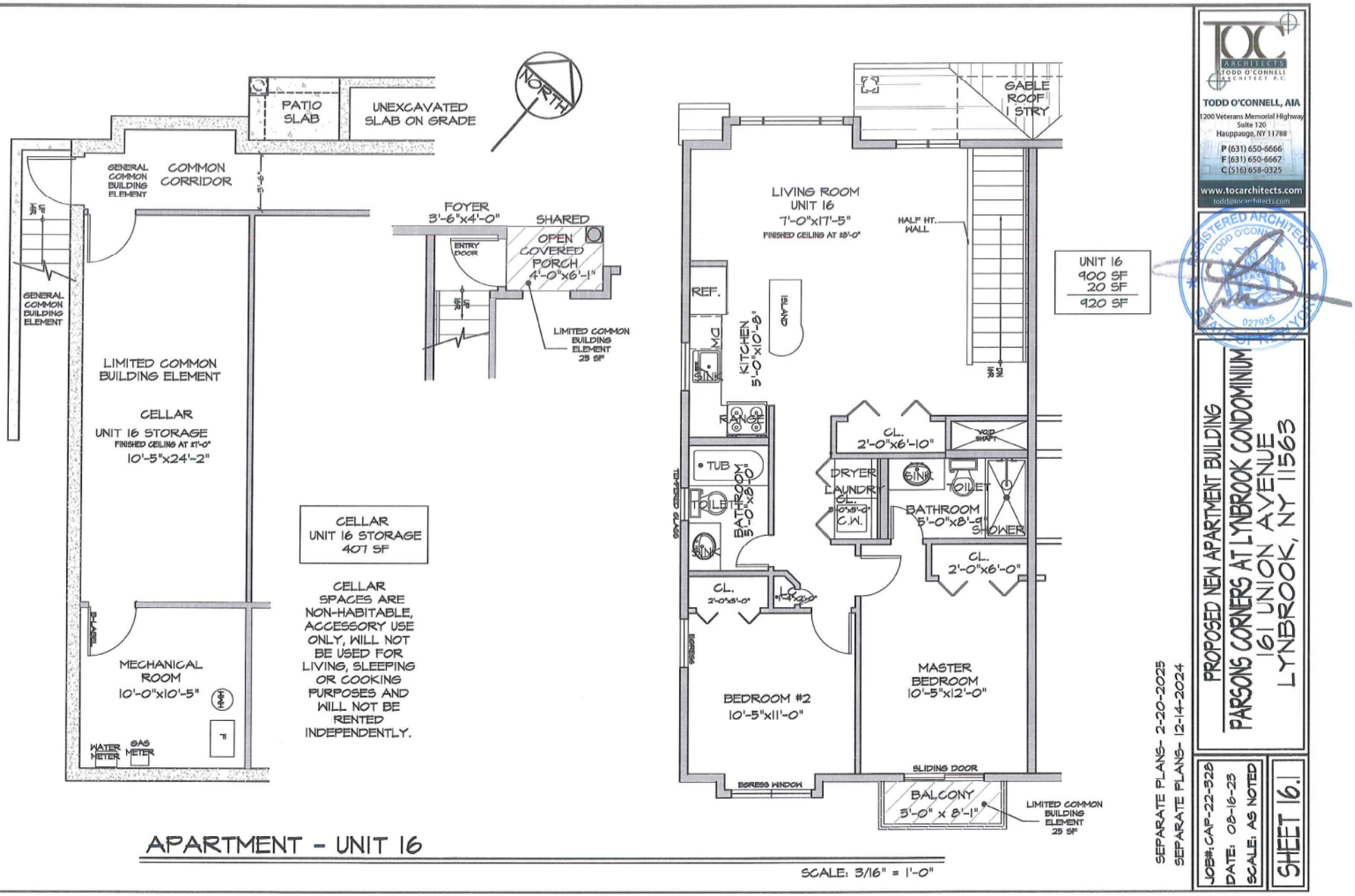
161 UNION AVENUE
LYNBROOK, NY 11563

JOB#: CAP-22-328
DATE: 08-16-23
SCALE: AS NOTED

SHEET 16.0



APARTMENT - UNIT 16

SCALE: 3/16" = 1'-0"

SEPARATE PLANS- 2-20-2025
SEPARATE PLANS- 12-14-2024

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PROPOSED NEW APARTMENT BUILDING
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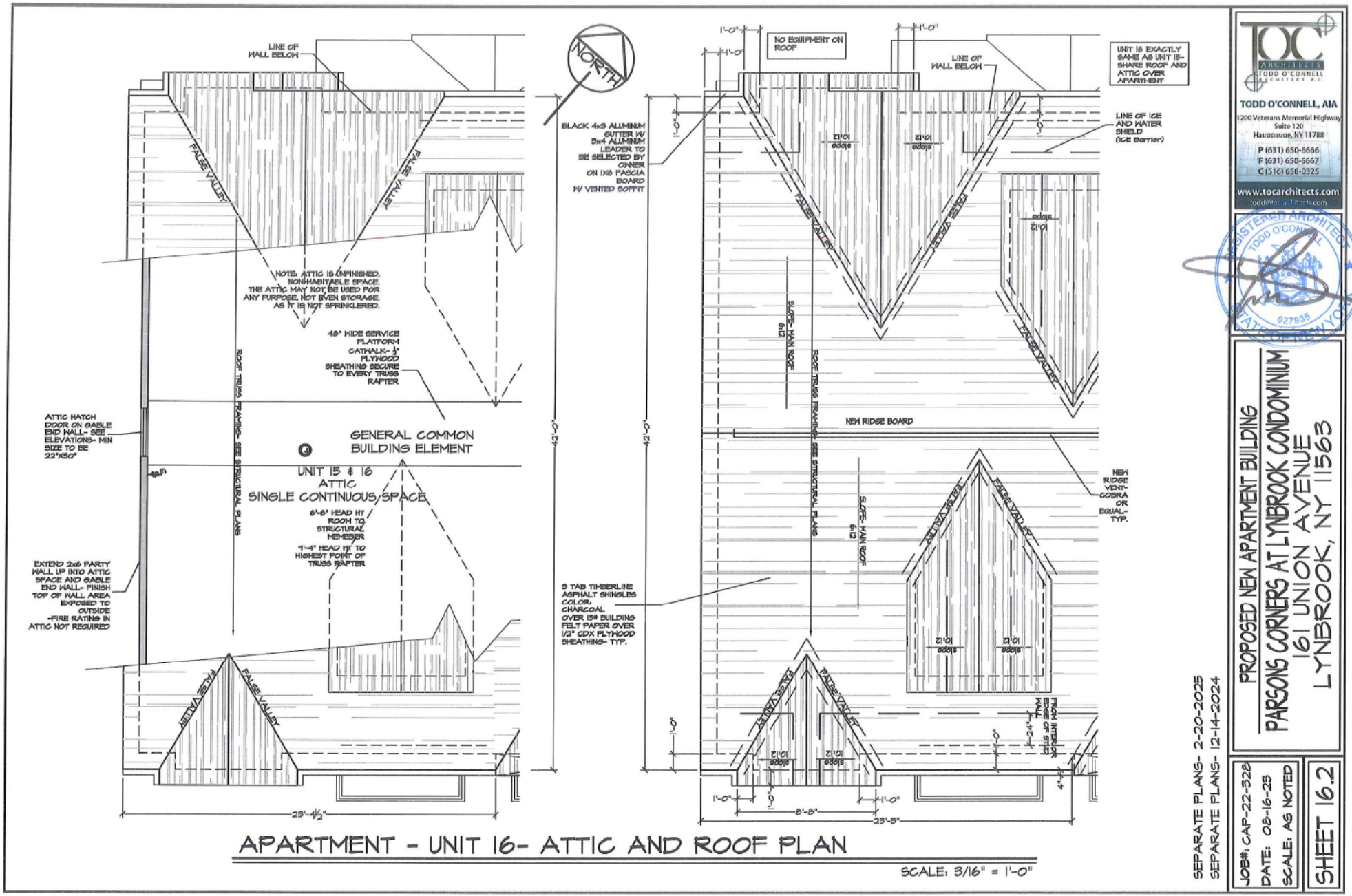
161 UNION AVENUE
LYNBROOK, NY 11563

JOB#: CAP-22-328
DATE: 08-16-23
SCALE: AS NOTED

SHEET 16.1



APARTMENT - UNIT 16- ATTIC AND ROOF PLAN

SCALE: 3/16" = 1'-0"

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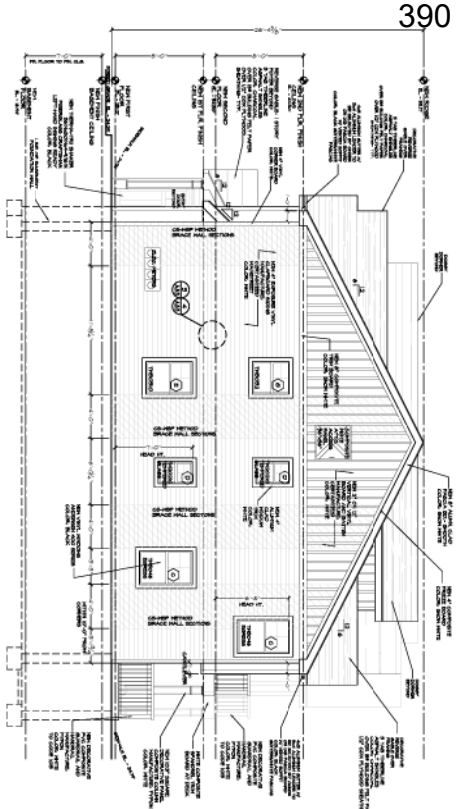
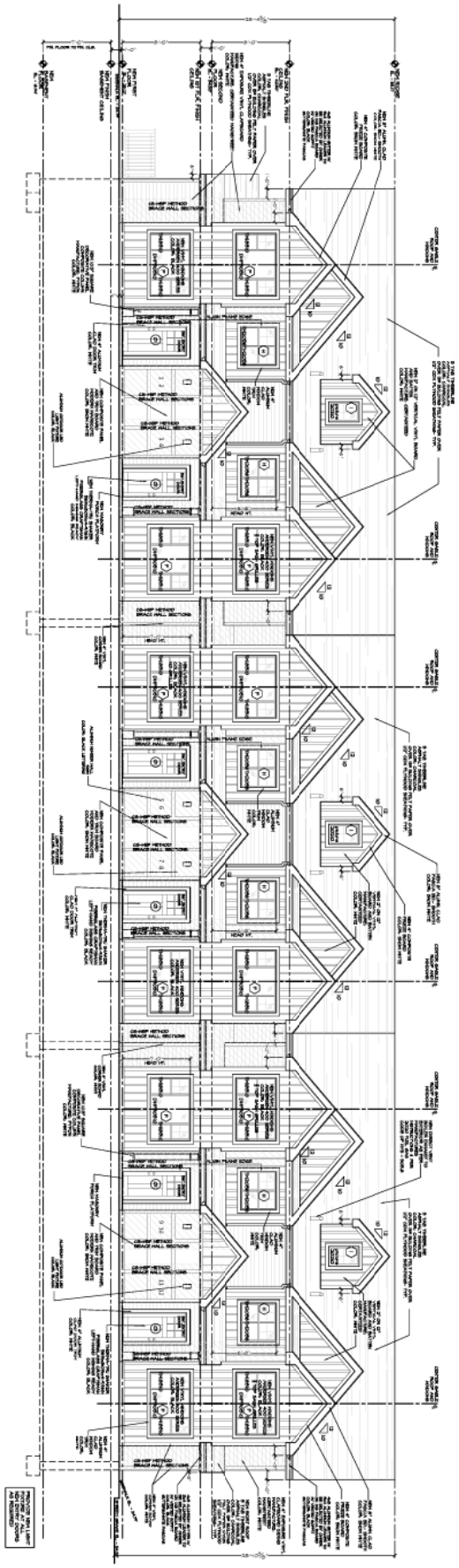
JOB#: CAP-22-328
DATE: 08-16-23
SCALE: AS NOTED

SHEET 16.2



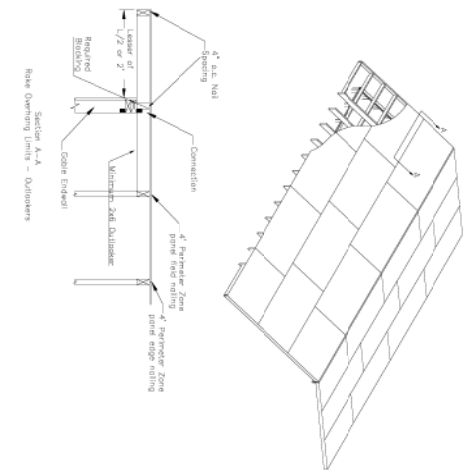
2 BUILDING 'A' - RIGHT ELEVATION- WEST

SCALE: 1/4" = 1'-0"



1 BUILDING 'A' - FRONT ELEVATION- NORTH

SCALE: 1/4" = 1'-0"



BUILDING APP# -7738 VARIANCE CASE #-1005 PLANNING BOARD CASE# 9/5/24 approved

JOB#: 06-22-028	PROPOSED NEW APARTMENT BUILDING
DATE: 08-16-23	PARSONS CORNERS AT LYNBROOK CONDOMINIUM
SCALE: AS NOTED	161 UNION AVENUE
DRAWING NUMBER: A.7	LYNBROOK, NY 11563
DRAWING: PROPOSED ELEVATION- BUILDING A	

REV #	DATE:	NOTE:	BY:
	10/23/2024	CD7- COMPLETE - UPDATE NAME CHANGES- READY FOR RE-SUBMITTAL	NG
	07/09/2024	CD6- COMPLETE - TOM KELLY STRUCTURAL -arch redline - NORTHCOAST CIVIL A/C UNIT - capital revisions- READY FOR SUBMITTAL	NG
	06/03/2024	CD4- COMPLETE - TOM KELLY STRUCTURAL - TBD - NORTHCOAST CIVIL A/C UNIT - SHOWER IN MASTER	NG
	05/06/2024	CD5- COMPLETE - TOM KELLY STRUCTURAL - TBD - NORTHCOAST CIVIL- TBD- ROOF TRUSS- TBD- DIAGRAM HVAC/MEP-	NG
	11/06/2023	DESIGN 5- PLANNING 25%- site plan/arb BOARD SET- -- variance mtg approved -for village planning board- MATCH ENGINEERS NUMBERS/SET-board comments and objections- resubmit	NG

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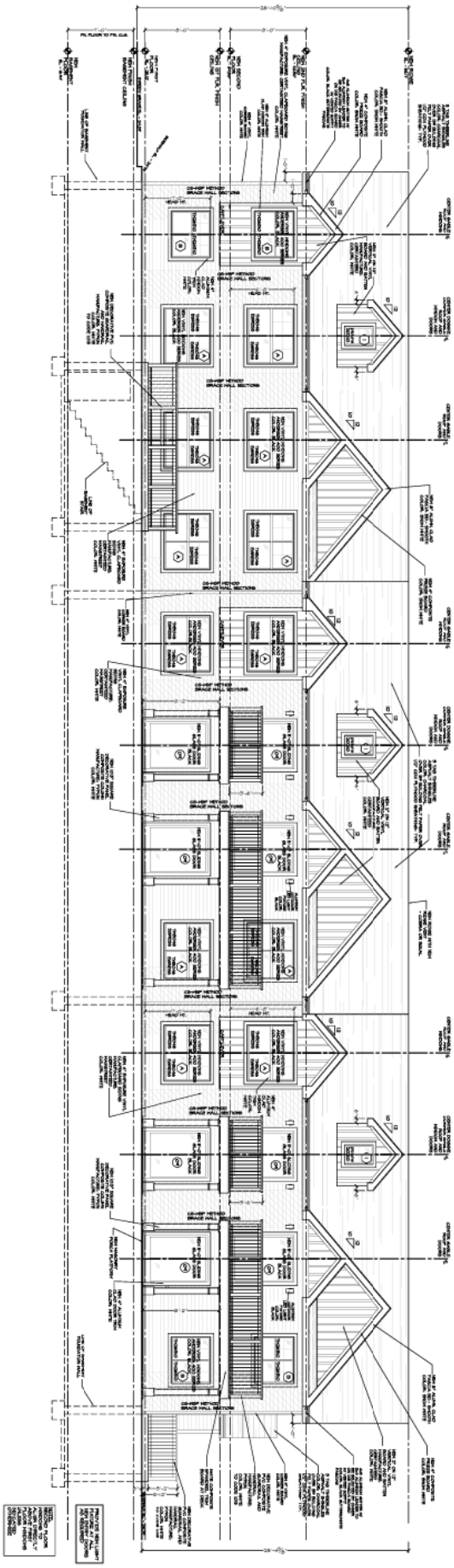
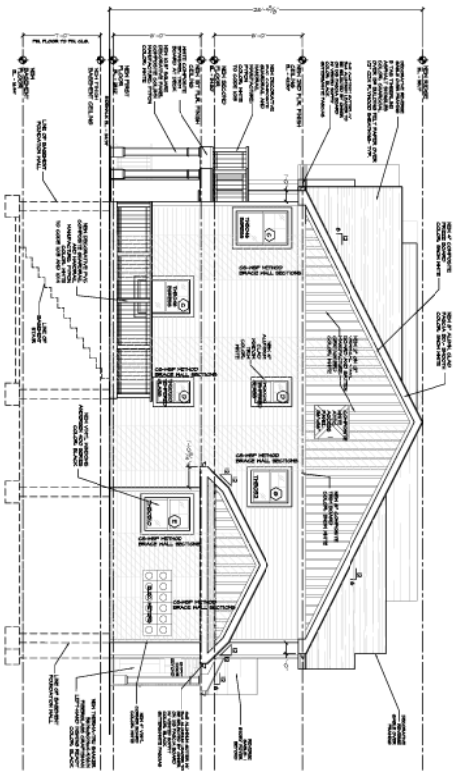


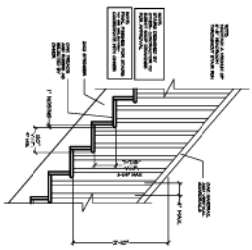
1 BUILDING 'A' - REAR ELEVATION- SOUTH

SCALE: 1/4" = 1'-0"



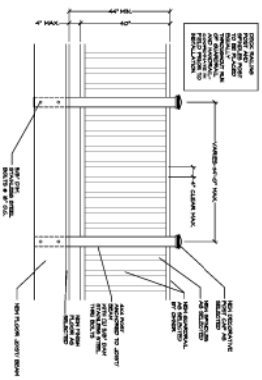
2 BUILDING 'A' - LEFT ELEVATION- EAST

SCALE: 1/4" = 1'-0"



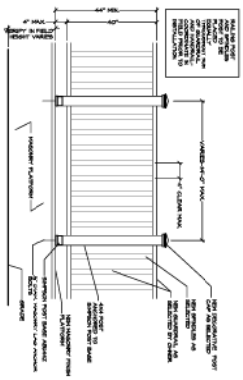
GUARDRAIL/HANDRAIL DETAIL

SCALE: 3/4" = 1'-0"



GUARDRAIL DETAIL

SCALE: 3/4" = 1'-0"



BUILDING APP# -7738 VARIANCE CASE #-1005 PLANNING BOARD CASE# 9/5/24 approved

JOB#: 04-22-028	PROPOSED NEW APARTMENT BUILDING
DATE: 08-16-24	PARSONS CORNERS AT LYNBROOK CONDOMINIUM
SCALE: AS NOTED	161 UNION AVENUE
DRAWING NUMBER: A.8	LYNBROOK, NY 11563
DRAWING: PROPOSED ELEVATION- BUILDING A	

REV #	DATE	NOTE	BY
	10/22/2024	CD7- COMPLETE - UPDATE NAME CHANGES- READY FOR RE-SUBMITTAL	NC
	09/09/2024	CD6- COMPLETE - TOM KELLY STRUCTURAL -arch redline - NORTHCOAST CIVIL A/C UNIT - capital revisions- READY FOR SUBMITTAL	NC
	08/23/2024	CD4- COMPLETE - TOM KELLY STRUCTURAL - TBD - NORTHCOAST CIVIL A/C UNIT - SHOWER IN MASTER	NC
	07/26/2024	CD5- COMPLETE - TOM KELLY STRUCTURAL - TBD - NORTHCOAST CIVIL- TBD- ROOF TRUSS- TBD- DIAGRAM HVAC/MEP-	NC
	11/06/2024	DESIGN 5- REDESIGN ZPP- site plan/arb BOARD SET- -- variance mtg approved -for village planning board- MATCH ENGINEERS NUMBERS/SET-board comments and objections- resubmit	NC

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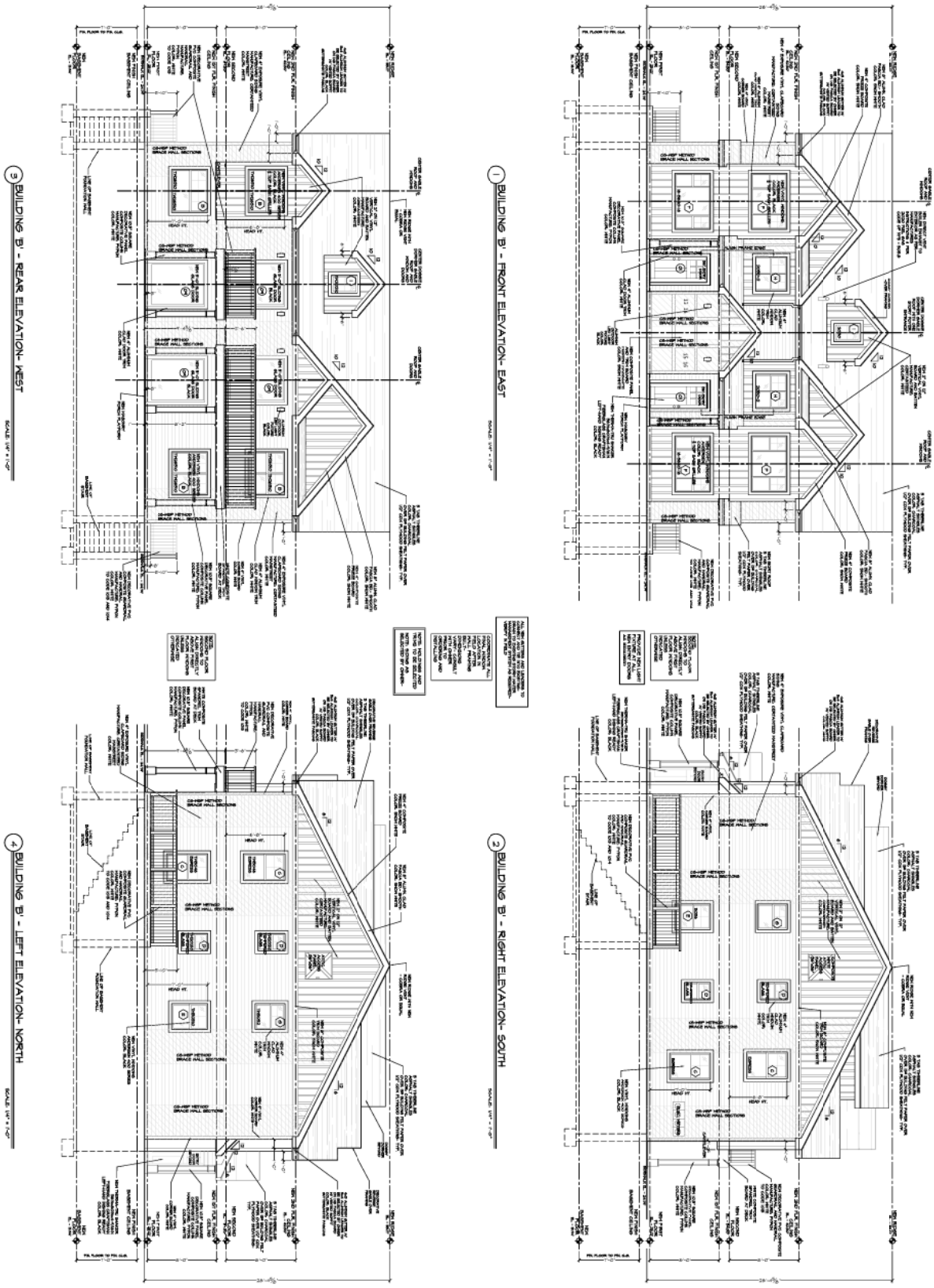

BUILDING APP# -7738 VARIANCE CASE #-1005 PLANNING BOARD CASE# 9/5/24 approved

JOB#: 06-22-038
DATE: 08-16-05
SCALE: AS NOTED

DRAWING NUMBER
A.9

PROPOSED NEW APARTMENT BUILDING
PARSONS CORNERS AT LYNBROOK CONDOMINIUM
161 UNION AVENUE
LYNBROOK, NY 11563

DRAWING: PROPOSED ELEVATION- BUILDING B

REV #	DATE	NOTE	BY
	05/03/2024	CD1- COMPLETE - UPDATE NAME CHANGE- READY FOR 90-SUBMITTAL	NC
	07/09/2024	CD2- COMPLETE - TOM REILLY STRUCTURAL -arch redline - NORTHCOAST CIVIL A/C UNIT - capital revisions- READY FOR SUBMITTAL	NC
	08/02/2024	CD3- COMPLETE - TOM REILLY STRUCTURAL - TBD - NORTHCOAST CIVIL A/C UNIT - SHOWER IN MASTER	NC
	9/09/2024	CD3- COMPLETE - TOM REILLY STRUCTURAL - TBD - NORTHCOAST CIVIL- TBD- ROOF TRUSS- TBD- DIAGRAM HVAC/MEP-	NC
	11/06/2024	DESIGN B- REDESIGN ZBA- site plan/ARB BOARD SET- -- variance stip approved -for village planning board- MATCH ENGINEERS NUMBERS/SET-board comments and objections- resubmit	NC

DRAWN BY: NICHOLAS CAPRUCCI
CHECKED BY: TDC

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SCHEDULE H

FEE TITLE DESCRIPTION

FEE TITLE DESCRIPTION

A "Home" as hereinafter referred to shall be defined as follows:

> Each Home is measured horizontally from the outside face of exterior walls to the center line of interior demising walls and vertically from the lower surface of the concrete slab or sub-floor forming the floor of the Home up to the exterior surface of the sheetrock or other material forming the ceiling of the Home. Doors, windows, and interior walls which abut a Home are part of the Home. The Description of Homes set forth herein pertains to the location of the walls, floors, and roof of the Homes as they are finally set forth in the building plans to be filed simultaneously with the recording of the Declaration.

SCHEDULE I

HOUSING MERCHANT IMPLIED WARRANTY LAW

HOUSING MERCHANT IMPLIED WARRANTY LAW

ARTICLE 36-B

WARRANTIES ON SALE OF NEW HOMES

Section 777. Definitions.
777-a. Housing Merchant Implied Warranty.
777-b. Exclusion or Modification of Warranties.

Section 777. Definitions. As used in this article, the following terms shall have the following meanings:

1. "Builder" means any person, corporation, partnership, or other entity contracting with an owner for the construction or sale of a new home.

2. "Building code" means the uniform fire prevention and building code promulgated under section three hundred seventy-seven of the executive law, local building code standards approved by the uniform fire prevention and building code council under section three hundred seventy-nine of the executive law, and the building code of the city of New York, as defined in titled twenty-seven of the administrative code of the city of New York.

3. "Constructed in a skillful manner" means that workmanship and materials meet or exceed the specific standards of the applicable building code. When the applicable building code does not provide a relevant specific standard, such term means that workmanship and materials meet or exceed the standards of locally accepted building practices.

4. "Material defect" means actual physical damage to the following load-bearing portions of the home caused by failure of such load-bearing portions which affects their load-bearing functions to the extent that the home becomes unsafe, unsanitary or otherwise unlivable: foundation systems and footings, beams, girders, lintels, columns, walls and partitions, floor systems, and roof framing systems.

5. "New home" or "home" means any single family house or for-sale unit in a multi-unit residential structure of five stories or less in which title to the individual units is transferred to owners under a condominium or cooperative regime. Such terms do not include dwellings constructed solely for lease, mobile homes as defined in section seven hundred twenty-one of this chapter, or any house or unit in which the builder has resided in or leased continuously for three years or more following the date of completion of construction, as evidenced by a certificate of occupancy.

6. "Owner" means the first person to whom the home is sold and, during the unexpired portion of the warranty period, each successor in title to the home and any mortgagee in possession. Owner does not include the builder of the home or any firm under common control of the builder.

7. "Plumbing, electrical, heating, cooling and ventilation systems" shall mean:

a. in the case of plumbing systems: gas supply lines and fittings; water supply, waste and vent pipes and their fittings; septic tanks and their drain fields; water, gas and sewer service piping, and their extensions to the tie-in of a public utility connection, or on-site well and sewage disposal system;

b. in the case of electrical systems: all wiring, electrical boxes, switches, outlets and connections up to the public utility connection; and

c. in the case of heating, cooling and ventilation systems: all duct work, steam, water and refrigerant lines, registers, convectors, radiation elements and dampers.

8. "Warranty date" means the date of the passing of title to the first owner for occupancy by such owner or such owner's family as a residence, or the date of first occupancy of the home as a residence, whichever first occurs.

Section 777-a. Housing merchant implied warranty.

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

a. one year from and after the warranty date the home will be free from defects due to a failure to have been constructed in a skillful manner;

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

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

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

a. any defect that does not constitute (i) defective workmanship by the builder or by an agent, employee or subcontractor of the builder, (ii) defective materials

supplied by the builder or by an agent, employee or subcontractor of the builder, or (iii) defective design provided by a design professional retained exclusively by the builder; or

b. any patent defect which an examination ought in the circumstances to have revealed when the buyer before taking title or accepting construction as complete has examined the home as fully as the buyer desired or has refused to examine the home.

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

4. a. Written notice of a warranty claim for breach of a housing merchant implied warranty must be received by the builder prior to the commencement of any action under paragraph b of this subdivision and no later than thirty days after the expiration of the applicable warranty period, as described in subdivision one of this section. The owner and occupant of the home shall afford the builder reasonable opportunity to inspect, test and repair the portion of the home to which the warranty claim relates.

b. An action for damages or other relief caused by the breach of a housing merchant implied warranty may be commenced prior to the expiration of one year after the applicable warranty period, as described in subdivision one of this section, or within four years after the warranty date, whichever is later. In addition to the foregoing, if the builder makes repairs in response to a warranty claim under paragraph a of this subdivision, an action with respect to such claim may be commenced within one year after the last date on which such repairs are performed. The measure of damages shall be the reasonable cost of repair or replacement and property damage to the home proximately caused by the breach of warranty, not to exceed the replacement cost of the home exclusive of the value of the land, unless the court finds that, under the circumstances, the diminution in value of the home caused by the defect is a more equitable measure of damages.

c. In addition to any other period for the commencement of an action permitted by law, an action for contribution or indemnification may be commenced at any time prior to the expiration of one year after the entry of judgment in an action for damages under paragraph b of this subdivision.

5. Except as otherwise provided in section seven hundred seventy-seven-b of this article, any provision of a contract or agreement for the sale of a new home which

excludes or modifies a housing merchant implied warranty shall be void as contrary to public policy.

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

777-b. Exclusion or modification of warranties.

1. Except in the case of a housing merchant implied warranty, the builder or seller of a new home may exclude or modify all warranties by any clear and conspicuous terms contained in the written contract or agreement of sale which call the buyer's attention to the exclusion or modification of warranties and make the exclusion or modification plain.

2. Except in the case of a housing merchant implied warranty, the builder or seller of a new home may exclude or modify warranties with respect to particular defects by any clear and conspicuous terms contained in the written contract or agreement of sale which identify such defects, call the buyer's attention to the exclusion or modification of warranties and make the exclusion or modification plain.

3. A housing merchant implied warranty may be excluded or modified by the builder or seller of a new home only if the buyer is offered a limited warranty in accordance with the provisions of this subdivision.

a. A copy of the express terms of the limited warranty shall be provided in writing to the buyer for examination prior to the time of the buyer's execution of the contract or agreement to purchase the home.

b. A copy of the express terms of the limited warranty shall be included in, or annexed to and incorporated in, the contract or agreement.

c. The language of the contract or agreement for sale of the home must conspicuously mention the housing merchant implied warranty and provide that the limited warranty excludes or modifies the implied warranty. Language to exclude all implied warranties is sufficient if it states, for example, that "There are no warranties which extend beyond the face hereof."

d. The limited warranty shall meet or exceed the standards provided in subdivisions four and five of this section.

4. A limited warranty sufficient to exclude or modify a housing merchant implied warranty must be written in plain English and must clearly disclose:

a. that the warranty is a limited warranty which limits implied warranties on the sale of the home; the words "limited warranty" must be clearly and conspicuously captioned at the beginning of the warranty document;

b. the identification of the names and addresses of all warrantors;

c. the identification of the party or parties to whom the warranty is extended and whether it is extended to subsequent owners; the limited warranty must be extended to the first owner of the home and survive the passing of title but may exclude any or all subsequent owners;

d. a statement of the products or parts covered by the limited warranty;

e. the clear and conspicuous identification of any parts or portions of the home or premises that are excepted or excluded from warranty coverage, and the standards that will be used to determine whether a defect has occurred; provided, however, that:

i. any exception, exclusion or standard which does not meet or exceed a relevant specific standard of the applicable building code, or in the absence of such relevant specific standard a locally accepted building practice, shall be void as contrary to public policy and shall be deemed to establish the applicable building code standard or locally accepted building practice as the warranty standard; and

ii. any exception, exclusion or standard that fails to ensure that the home is habitable, by permitting conditions to exist which render the home unsafe, shall be void as contrary to public policy.

f. what the builder and any other warrantor will do when a defect covered by the warranty does arise, and the time within which the builder and any other warrantor will act;

g. the term of the warranty coverage and when the term begins, provided, however, that such term shall be equal to or exceed the warranty periods of a housing merchant implied warranty, as defined in subdivision one of section seven hundred seventy-seven-a of this article;

h. step-by-step claims procedures required to be undertaken by the owner, if any, including directions for notification of the builder and any other warrantor; an owner shall not be required to submit to binding arbitration or to pay any fee or charge for participation in nonbinding arbitration or any mediation process;

i. any limitations on or exclusions of consequential or incidental damages, and any limitations on the builder's and other warrantor's total liability, conspicuously expressed on the first page of the warranty. Notwithstanding the foregoing, a limited

warranty shall not be construed to permit any limitation on or exclusion of property damage to the home proximately caused by a breach of the limited warranty, where the court finds that such limitation or exclusion would cause the limited warranty to fail of its essential purpose, except that such property damage may be limited by an express limitation on the builder's or other warrantor's total liability in accordance with the provisions of this paragraph.

5. a. This article shall not be construed to authorize or validate any covenant, promise, agreement or understanding which is void and unenforceable under Section 5-322.1 of the general obligations law.

b. This article shall preempt any local law inconsistent with the provisions of this article. This article shall not preempt any builder subject to its provisions from complying with any local law with respect to the regulation of home builders except as expressly provided herein.

c. Nothing in this article shall be construed to repeal, invalidate, supersede, or restrict any right, liability or remedy provided by any other statute of the state, except where such construction would, as a matter of law, be unreasonable.

SCHEDULE J

DECLARATION OF CONDOMINIUM

DECLARATION OF CONDOMINIUM

ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP
OF PREMISES LOCATED IN LYNBROOK
NASSAU COUNTY, STATE OF NEW YORK,
PURSUANT TO ARTICLE 9-B OF THE REAL PROPERTY
LAW OF THE STATE OF NEW YORK.

PARSONS CORNERS AT LYNBROOK CONDOMINIUM

DECLARANT & RECORD HOLDER: 161 UNION LLC

DATE OF DECLARATION: , 2025

DISTRICT:

SECTION:

BLOCK:

LOT(S):

Record and Return to:

CERTILMAN BALIN ADLER & HYMAN, LLP
Attorneys for the Sponsor
Attn: Richard Herzbach, Esq.
90 Merrick Avenue, 9th Floor, East Meadow, NY 11554

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PLAN OF CONDOMINIUM HOMEOWNERSHIP

DECLARATION OF PARSONS CORNERS AT LYNBROOK CONDOMINIUM PURSUANT TO ARTICLE 9-B OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK

In Lynbrook, Nassau County, State of New York on this ___ day of _____ 2025, 161 Union LLC, a New York Limited Liability Company, organized and existing under the laws of the State of New York, whose office is situated in Nassau County, New York, hereinafter referred to as the "Declarant" or "Sponsor" represented in this Declaration by _____, a Member of the Declarant, who is fully empowered and qualified to execute this Declaration on behalf of the company does hereby state:

FIRST: SUBMISSION OF CONDOMINIUM PROPERTY.

By this Declaration, the Sponsor submits the property described in this Declaration, including the land and the Buildings and all other improvements erected and to be erected thereon, all easements, rights and appurtenances belonging thereto and all other property, real, personal or mixed, intended for use in connection therewith, to the provisions of Article 9-B of the Real Property Law of the State of New York.

SECOND: DESCRIPTION OF CONDOMINIUM PROPERTY.

The Sponsor owns all that certain plot, piece, or parcel of land, with Buildings and improvements thereon erected, situate, lying and being in Lynbrook, Nassau County, State of New York, and more particularly bounded and described on Exhibit A annexed hereto and made a part hereto.

THIRD: DEFINITIONS.

The following words as hereinafter referred to shall be defined as follows:

1. "Annual Meeting" – The meeting of the Homeowners of the Condominium held on a yearly basis or such other convenient date as the Board of Managers may designate subsequent to the First Annual Meeting.

2. "Board of Managers" – The governing body of the Condominium responsible for its affairs.

3. "Building" – A structure containing two (2) or more Homes.

4. "By-Laws" – The documents governing the operation, use and occupancy of the Condominium a copy of which is annexed to this Declaration as Exhibit B.

5. “Common Charges” – Each Home’s proportionate share of the Common Expenses of the Condominium.

6. “Common Elements” – All portions of the Condominium, other than the Homes. Common Elements are divided into General Common Elements which are Common Elements shared by all Homeowners and Limited Common Elements which are Common Elements that are irrevocably restricted for the exclusive use of an individual Homeowner.

7. “Common Expense” – (a) Expenses incurred by all Homeowners for the purpose of paying costs of the Condominium in connection with the repair, maintenance, replacement, restoration or operation of, and any alteration, addition or improvement to the General Common Elements and to any Limited Common Element that have been delegated to the Condominium as a Common Expense; (b) costs, expenses and amounts (including reasonable legal fees and disbursements, court costs and all other litigation expenses) paid, payable or incurred to perform, observe, enforce, uphold, protect, defend, maintain and collect sums payable under a right, remedy obligation, requirement, agreement or indemnity given in or pursuant to the terms of this Declaration, the By-Laws, and any Rules and Regulations governing the Condominium; and (c) all sums designated common expenses by or pursuant to the provisions of the Condominium Act, the Declaration or the By-Laws.

8. “Common Interest” – The proportionate, undivided interest each Homeowner has in the Common Elements.

9. “Condominium” – Parsons Corners at Lynbrook Condominium which contains the fourteen (14) Homes and the Common Elements in the Condominium.

10. “Condominium Act” – Article 9-B of the Real Property Law of the State of New York.

11. “Condominium Documents” – The Declaration of Condominium, the By-Laws, the As-Built Floor Plans of the Homes and the Condominium Subdivision Map (as provided in the Condominium Act) as the same may be amended from time to time.

12. “Condominium Property” – All of the land and improvements contained within the property described in Exhibit A of this Declaration of Condominium.

13. “Declaration of Condominium” – The instrument by which the Condominium Property is submitted to the provisions of the Condominium Act, and such

instrument as from time to time may be amended, consistent with the provisions of the Condominium Act and of the By-Laws.

14. “First Annual Meeting” – The date of the first annual meeting of the Homeowners.

15. “First Board of Managers” – The initial Board Members of the Board of Managers appointed by the Sponsor.

16. “Grantee” – The person to whom an interest in real property is conveyed.

17. “Grantor” – The person conveying an interest in real property.

18. “Home” or “Homes” – As used herein is equivalent to the term “Unit” or “Units” as used in Article 9-B of the Real Property Law and constitutes all of the fourteen (14) Homes in the Condominium.

19. “Homeowners” – The Owner of one (1) or more Homes in the Condominium.

20. “Institutional Mortgage” – A first mortgage granted by a bank, savings and loan association, life insurance company, pension fund, trust company or other institutional lender or a mortgage granted by a Sponsor, its successor, designee, or assignee to a Purchaser of a Home or in which the Sponsor, its successor, designee, or assignee participates with one of the above.

21. “Irrevocably Restricted Common Elements” or “Limited Common Elements” – The portions of the Common Elements that are irrevocably restricted in use to specified Homeowners.

22. “Member” – One (1) of the individual representatives of the Board of Managers of the Condominium.

23. “Officer” – One (1) of the officers of the Condominium elected or designated by the Board of Managers.

24. “Rules and Regulations” – The Rules and Regulations of the Condominium contained in Article VIII of the Condominium By-Laws as the same may be amended, altered, waived, or added to by the Board of Managers.

25. “Special Assessment” – A Common Expense of the Condominium that is not included in the monthly Common Charges applicable to a Home.

26. “Special Meeting” – A special meeting of the Homeowners called pursuant to Article II, Section 10 of the By-Laws.

27. “Sponsor” and/or “Declarant” – 161 Union LLC. a New York limited liability company, with an address at 363 Perkins Avenue, Oceanside, New York, and its successors, assigns and/or designees.

28. “Sponsor Control Period” – The period of time the Sponsor has the right to retain control of the Members of the Board of Managers of the Condominium.

29. “Unsold or Untitled Home” – Any Home in which title is retained by the Sponsor and any successors, assigns or designees until such time as the same has been sold and title conveyed to a third party. It shall not include a Home which is used for personal occupancy of the Sponsor, any of its principal or any of its successors or assigns or designees.

FOURTH: COMMUNITY/MEASUREMENT OF HOMES.

A. The Sponsor is constructing on the parcel of land described above a Condominium Home Community known as Parsons Corners at Lynbrook Condominium, according to the plans filed simultaneously with the recording of this Declaration of Condominium in the Office of the Clerk of Nassau County, which Plans set forth a description of the Buildings stating the number of stories and number of Homes.

The Condominium will consist of fourteen (14) Homes in two (2) Buildings and the Common Elements as set forth on the Plot Plan filed simultaneously herewith. A Building will be constructed as provided in a Building Plans approved by the Village of Lynbrook and will consist of conventional wood frame construction on poured concrete foundations. Each of the Homes has access to a public street by means of a walk, driveway or roadway. For the purposes of describing the location of the Buildings, approximate area, type and number of rooms of each Home and the Common Elements to which each Home has immediate access, each Home is described on Schedule A annexed hereto. Each Homeowner shall obtain fee ownership in, and exclusive right of occupancy and possession of the Home, together with an undivided interest in the Common Elements of the Condominium, as listed hereinafter in this Declaration of Condominium, and referred to as the “Common Elements,” all of the above in accordance with Article 9-B of the Real Property Law of the State of New York. Nothing herein shall prohibit the sale of more than one (1) Home to one (1) or more purchasers. The designation of the number of rooms, interior partitions and kitchen and bathroom facilities may be changed by mutual consent of the Sponsor and the Homeowner at the time of construction of the Home.

The aforesaid Condominium has a total plot area of approximately .69 acres.

B. **Measurement of Homes** – The approximate physical dimensions of each Home consists of the area measured horizontally from the outside face of exterior walls to the center line of interior demising walls and vertically from the lower surface of the

concrete slab or sub-floor forming the floor of the Home up to the exterior surface of the sheetrock or other material forming the ceiling of the Home.

FIFTH: COMMON ELEMENTS.

The Common Elements will consist of the entire Property, including all parts of a Building and Improvements thereon, other than the Homes, and will consist of General Common Elements to be shared by all Homeowners and Limited Common Elements which are irrevocably restricted in use to specified Homeowners.

A. General Common Elements - General Common Elements are Common Elements shared by all Homeowners and include all portions of the Condominium Property except for the individual Homes and the Limited Common Elements. The General Common Elements include without limitation the following within the boundaries of the Condominium Property:

1. The land on which each Building is erected and all other land and improvements therein within the boundaries of the Condominium Property;

2. All foundations, columns, girders, beams and supports;

3. All portions of the roof, including gutters and leaders, roof drains, parapets, copings, railings, bulkheads, ladders for the bulkhead, flashing that are not restricted in use to a specific Residential Unit or Residential Units and is intended for the common use and service of the Condominium and its residents;

4. Those portions of the exterior walls, excluding windows, beyond the outside face of the interior sheetrock; those portions of the walls and partitions dividing Homes located between the unexposed faces of the sheetrock walls enclosing the Homes; those portions of the ceilings of the highest floor above the upper face of the sheetrock, the enclosing walls, floors and ceilings, other than the coverings, floorings and other finishes thereon, which would be part of the private ownership of the Homes;

5. All porticos located above an entrance to a Home;

6. All utility or other pipes, ducts, wires, chutes, cables, conduits and materials and all other mechanical equipment spaces servicing two (2) or more Homes;

7. All tanks, pumps, motors, fans, compressors, and control equipment servicing two (2) or more Homes;

8. All roadways, sidewalks, curbing, and exterior parking areas;

9. All common site lighting;

10. All exterior parking spaces that are not assigned to a Home as a Limited Common Element;

11. Site drainage, storm water collection, sewage pipes and water distribution systems within the Condominium Property;

12. Common utilities that are not owned by the respective utility company;

13. Any refuse dumpsters within the Condominium Property;

14. Any perimeter fence within the Condominium Property;

15. Any retaining walls;

16. All improved and unimproved areas of the Condominium located outside the boundaries of the Homes, including sidewalks, curbing, parking areas, roadways, fences, refuse documents, retaining walls and landscaped areas intended for the common use and service of the Condominium and its residents;

17. Any irrigation system within the Condominium Property;

18. All signage for the Condominium within the Condominium Property;

19. All central and appurtenant installations in the Common Elements for services such as power, light, telephone, television, electric, gas, hot and cold water and heat (including all pipes, ducts, wires, chutes, cables, and conduits used in connection therewith located in the Common Elements) and all other mechanical equipment spaces that service two (2) or more Homes;

20. All access corridors and stairways in, through and to cellar; and

21. All other parts of the Condominium and all apparatus and installations existing in a Building or on the Condominium for common use or necessary or convenient to the existence, maintenance, or safety of the Condominium.

B. Limited Common Elements. Certain portions of the Common Elements are irrevocably restricted in use to specified Homeowners, subject to the right of the Board of Managers of the Condominium to enter upon any restricted area for maintenance, repair or improvement of a Home or Common Element and subject to the Rules and Regulations of the Board of Managers (see By-Laws, Article VIII). Said Irrevocably Restricted Common Elements are also referred to as a Limited Common Element. Any portion of the Common Elements which is not restricted in use may be used by any Homeowner and is a General Common Element. The following are detailed descriptions of the Limited Common Elements:

1. Any land directly beneath a Home;

2. Any heating, cooling or other mechanical system servicing an individual Home that is located outside the Home;

3. All apparatus, installations, systems equipment, and facilities in the Common Elements (including pipes, wire, ducts, vents, cables, conduits and lines) which will serve or benefit a Home exclusively;

4. Any sump pump and drain appurtenant to or located in a first floor of the Home or basement that is a Limited Common Element of a Home, shall be a Limited Common Element for the exclusive use of the Homeowner of the applicable Home;

5. Any portion of a hot water flue exclusively servicing an individual Home that is located in the Common Elements shall be a Limited Common Element of said Home;

6. Any portion of a dryer vent exclusively servicing an individual Home that is located in the Common Elements shall be a Limited Common Element of said Home;

7. The one (1) parking space assigned to a Homeowner for the Homeowner's exclusive use;

8. The portion of the basement designated for storage and mechanical room for the exclusive use of a Home; and

9. Any rear patio appurtenant to a specific Home shall be limited in use to the Homeowner who has direct access to such front or rear patio and/or balcony.

C. Provisions Applicable to All Common Elements

1. The Common Elements shall remain undivided and no Homeowner shall bring any action for partition or division unless otherwise provided by law.

2. The Common Elements are not subject to partition nor are they severable from the Homes except in accordance with the Real Property Law.

3. The percentage of the undivided interest in the Common Elements established herein shall not be changed except with the consent of all of the Homeowners affected expressed in a duly recorded amendment to this Declaration of Condominium.

4. The undivided interest in the Common Elements shall not be separated from the Home to which it appertains and shall be deemed conveyed or encumbered with the Home even though such interest is not expressly mentioned or described in the conveyance or other instrument.

SIXTH: EASEMENTS.

Every Homeowner shall have an easement in common with the owners of other Homes to maintain and use all pipes, wires, conduits, drainage lines, sewer or waste pipes and public utility lines located in other Homes and servicing such Homeowner's Home. Each Home shall be subject to an easement in favor of the Homeowners of other Homes to maintain and use the pipes, wires, conduits, drainage lines, sewer or waste pipes and public utility lines servicing any other Home.

Every Homeowner shall have an easement of access in, through and upon the Common Elements of the Condominium, no matter how classified, to repair, maintain and replace any hot water tank, gas boiler, electric heating equipment, air conditioning compressor and/or condenser, generators, air handler or any other heating, cooling or other mechanical system that serves or benefits a Homeowner's Home exclusively, that is located in the Common Elements, no matter how classified. Every Homeowner shall be liable for any and all damage to the Common Elements, no matter how classified, which shall be caused by a Homeowner or its agents that may be caused as a result of the repair, maintenance and replacement of any hot water tank, gas boiler, electric heating equipment, air conditioning compressor and/or condenser, generators, air handler or any other heating, cooling or other mechanical system that serves or benefits a Homeowner's Home exclusively.

Every Homeowner shall have an easement of ingress and egress in, through and upon the basement of a Building for access to the storage space and any mechanical equipment that are a Limited Common Element of a Homeowner's Home.

The Board of Managers of the Condominium shall have a right of access to each Home for maintenance, repair or improvements to any pipes, wires, conduits, drainage lines, sewer or waste pipes and public utility lines located in any Home and servicing any other Home and/or servicing the Common Elements, no matter how designated, or which causes damage or is in imminent danger of causing damage to any other Home or any Common Element, no matter how designated. The cost of such repairs shall be a Common Expense of the Condominium. Notwithstanding the cost of any maintenance or repairs necessitated due to the negligence, misuse or neglect of a Homeowner, occupant, tenant, guest or any other person residing in, visiting or doing work in the Home, or caused by any alteration of a Home shall be assessed to and paid for by the applicable Homeowner as an additional Common Charge obligation to the Homeowner and shall be treated as such regarding late penalties and a lien upon the property as elsewhere provided in the Declaration of Condominium or By-Laws of the Condominium.

The Board of Managers of the Condominium shall have a right of access to all Common Elements for maintenance, repair or improvement whether such Common Elements are restricted or not.

The Board of Managers and their agents, employees and contractors shall have an easement for access through all the Common Elements, no matter how classified, and the Homes to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace any Common Elements, no matter how classified, contained therein or elsewhere in the Condominium or to remedy any condition which would result in damage to any Home or any other Common Element no matter how classified, or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof or for the purpose of carrying out any of its obligations under the By-Laws or the Declaration of Condominium or for the health and safety of the Condominium and its residents. Such right of access to a Home shall be exercised in such a manner as is required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or health or safety of the Condominium or its Property, or the Homes, or for the safety of Condominium residents or other persons or required to avoid the suspension of any necessary service to the Condominium.

Each respective utility and cable company shall have a right of access to the Common Elements and each Home for maintenance, repair or improvements to any pipes, sewers and/or drainage lines, wires, conduits, and public utility lines located in the Common Elements and any Home. Any utility or cable company and its employees and agents shall have the right of access to any Home or the Common Elements in furtherance of such easements, provided such right of access shall be exercised in such a manner as shall not unreasonably interfere with the use of any Home for its permitted purposes by its owner or occupants.

The Board of Managers shall have the right to grant such additional electric, gas, water, sewer or other utility easements or relocate any existing utility easement in any portion of the Condominium as the Board of Managers shall deem necessary or desirable for the proper operation and maintenance of the Condominium, or any portion thereof, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of any Home for its permitted purposes. Any utility company and its employees and agents shall have the right of access to any Home or the Common Elements in furtherance of such easements, provided such right of access shall be exercised in such a manner as shall not unreasonably interfere with the use of any Home for its permitted purposes by its owner, tenants or occupants.

The Board of Managers shall have the right to grant easements in any portion of the Condominium Property as the Board of Managers shall deem necessary or desirable for the purpose of installation, maintenance and repair of a satellite dish, cable service or other data or internet services and all ancillary wires, conduits, utility lines and any other services required for a satellite dish, cable service or other data or internet services for the use of the Homeowners in the Condominium.

The Board of Managers shall have an easement through the Homes for access, installation, maintenance, repair and replacement of any flues, vents, air-conditioning, gas, heating, ventilating, water and other mechanical lines and fixtures and any other machinery, pipes, wires, conduits, equipment, or meters servicing any portion of the Condominium.

The Board of Managers shall have an easement in, through and over the Common Elements and Homes for access to provide any required services to eliminate or prevent rodents, insects and other vermin that affect the Common Elements or two (2) or more Homes.

The Board of Managers or any of its agents, employees or contractors shall have easements and a right of access through, under, over and across the Common Elements (whether restricted or not) and the Homes for the purpose of performing all of its obligations as provided for in the Declaration of Condominium and By-Laws of the Condominium filed or to be filed in the Nassau County Clerk’s Office.

As long as the Sponsor retains an Unsold Home in the Condominium the Sponsor shall have the right to grant any electric, gas, water, sewer, drainage, cable or other utility company the right to install and/or relocate any pipes, wires conduits, machinery, equipment and/or meters and to grant any new easements or relocate any existing easements as a result thereto, in any portion of the Condominium as the Sponsor shall deem necessary or desirable for the proper operation and maintenance of the Condominium, or any portion thereof, provided that such additional installation and/or relocation of any pipes, wires conduits, machinery, equipment and/or meters or new easements or relocation of any existing easements will not prevent or unreasonably interfere with the use of any Home for its permitted purposes unless required by law. Any utility and/or cable company and its employees and agents shall have the right of access

to any Home or the Common Elements in furtherance of such easements. Access in, under, over and through the Property of the Condominium shall be exercised in such a manner as shall not unreasonably interfere with the use of any Home for its permitted purposes by its owner, tenants or occupants unless access is immediately necessary for the preservation or safety of the Condominium or its Property, or the Homes, or for the safety of Condominium residents or other persons, or required to avoid the suspension of any necessary service to the Condominium.

The Sponsor, its successors, assigns and designees, reserve the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across the Condominium Property for the purpose of completing construction and sale of Homes and facilities in the Condominium, and towards this end, reserves the right to grant and reserve easements and rights-of-way in, through, under, over and across the Common Elements for the installation, maintenance and inspection of lines and appurtenances for public or private electric, gas, water, sewer, drainage, cable television and other utilities and for any other materials or services necessary for the completion of the work. The Sponsor, its successors, assigns, and designees, also reserve the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, Sewage Collection System and drainage lines which may from time to time be in or along the streets and roads or other areas of the Common Elements. The Sponsor, its successors, assigns, and designees, shall have an easement to erect and maintain general sales, leasing, business or administration offices and/or model Homes, to erect, maintain, repair and replace from time to time one or more free-standing and other selling, directional and informational signs in/or on the Condominium as it deems necessary for the purposes of advertising the sale of Homes and for the purpose of showing Homes in the Condominium to prospective Purchasers and for access to Homes and Common Elements consistent with the purposes of this Declaration, the Condominium By-Laws as the same may be amended, and Sponsor's rights and obligations thereunder, including, without limitation the right to develop, renovate, maintain, repair, refurbish, offer, sell Homes, together with their interest in the Common Elements. The Sponsor, its successors, assigns and designees further reserve the right to continue to use the Common Elements, Site Amenities, Recreational Facilities and any facilities, sales offices, model homes, signs and parking spaces located on the Common Elements, in its efforts to market homes constructed in the Condominium and to complete construction of the Condominium. The Sponsor, its successor, assignee and/or designee shall have an easement of ingress and egress in, through and over the Condominium to access any area of the Condominium for as long as said Condominium is in existence as necessary to market other communities in which the Sponsor, its successor, assignee and/or designee is engaged in the sale and/or leasing of housing to prospective purchasers and/or lessees of such other communities. This paragraph shall not be amended without the consent of the Sponsor.

Sponsor shall have an easement over or to the Common Elements as may, at any time, be required without the necessity of the consent of the Board of Managers, or joinder therein, by the Homeowners or any mortgagee to erect and maintain signs and other promotional materials (including, without limitation, "For Sale" signs and "For Rent" signs

(if rentals are permitted), in connection with the promotion, sale, leasing (if rentals are permitted), management, or operation of this Condominium and any other property, development or community the Sponsor, its successors, assignees or designees prescribe for the life of the Condominium.

Each Homeowner hereby grants a right of access into and through their Home to Sponsor or its successor, assignee or designee, and any contractors, subcontractors, agents, and employees of the foregoing for the purposes of the repair and completion of any installation, construction, modification, alteration, renovation, maintenance, repair, restoration, replacement, or change being performed or to be performed by or on behalf of Sponsor with respect to the Common Elements and/or the Homes.

Each Home will have an easement of support from all structural members (including, but not limited to, columns, footings, bracings, foundations, slabs, and exterior walls) supporting or serving a Building and any replacement thereof and additions thereto and an easement of necessity, and each Home will be subject to an easement of support and necessity in favor of all other Homes and the Common Elements.

Each Home will have an easement for lateral and vertical support among all adjoining Homes and Common Elements.

All emergency vehicles and personnel, including, but not limited to, police, fire and medical vehicles and personnel shall be granted an easement of ingress and egress over, upon and through the Condominium Property. This paragraph may not be amended by the Homeowners in the Condominium.

The Board of Managers of the Condominium will have and each Home will be subject to, an easement (a) to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace the General Common Elements and any Limited Common Elements that are the obligation of the Condominium located in, over, under, through or upon any Home, or any other Common Elements or elsewhere in the Condominium and (b) to maintain any encroachment on any Home or Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of the General Common Elements or any Limited Common Elements that are the obligation of the Condominium.

Any easements granted to Sponsor, the Board of Managers of the Condominium, any Home or any Homeowner under this Declaration of Condominium and the By-Laws may be exercised by such Sponsor's, Board of Managers' of the Condominium or Homeowner's employees, agents, contractors, suppliers, customers, guests, invitees, licensees, servants, members, and visitors, as the case may be, to the extent necessary to effectuate the purpose for the easement or as otherwise authorized by the Sponsor, the Homeowner or the Board of Managers of the Condominium.

Each Homeowner will have a right and easement to use its Home and the Limited Common Elements appurtenant to such Home, and the General Common Elements,

subject to and in accordance with the terms and conditions of this Declaration of Condominium and By-Laws.

All Homeowners, tenants, occupants, residents, guests and anyone else needing access to a Home shall have an easement of ingress and egress, in, through and over the Condominium Property.

The Board of Managers of the Condominium will have an easement and unlimited access to any Limited Common Elements for the purpose of making inspections, repairs or rebuilding a Building in the Condominium.

All easements reserved to Sponsor and to its successors, assigns and designees are paramount and take precedence and priority over the easements granted to the Board and Homeowners.

SEVENTH: SERVICE OF PROCESS:

The Board of Managers on behalf of the Condominium designates the Secretary of the State of New York as its agent for service. Service of process on the Homeowners or the Board of Managers in any action with relation to the Common Elements shall be made upon the Secretary of State as the agent of the Board of Managers of the Condominium. A designation of the Secretary of State is made as agent of the Board of Managers upon whom process against it may be served. Service of process on the Secretary of State as agent of the Board of Managers shall be made by personally delivering to and leaving with the Secretary of State's deputy, or with any person authorized by the Secretary of State to receive such service, at the office of the Department of State in the city of Albany, 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 post office address to which the Secretary of State shall mail a copy of any process against this Condominium served upon the Secretary of State, as agent for service of this Condominium, until the Secretary of State is notified of a change of address is: The Board of Managers c/o 161 Union LLC, 300 Jericho Turnpike, Suite 100, Jericho, New York 11753.

EIGHTH: COMMON INTEREST.

Each Homeowner shall have such percentage of Common Interest in the Common Elements as is set forth in Schedule A attached hereto and shall be responsible for its pro rata share of the Common Expenses of the Condominium based upon such Percentage of Common Interest except as may otherwise be described in the Declaration and/or By-Laws. The Percentage of Common Interest of each Home in the Common Elements has been based upon equal percentages, one (1) for each Home, as of the date of the filing of the Declaration. Said method of determining the percentage of Common Interest in a

Condominium complies with and is pursuant to Section 339-i(1)(iii) of the Real Property Law of the State of New York. The percentage of Common Interest of one (1) or more Homes have been adjusted a de minimis amount so that the total equals 100%. Notwithstanding said fact, the Common Charges payable by each Home will be in an equal amount subject to the provisions of Section 339-m as described in Article VI, Section 2 of the By-Laws.

NINTH: ADMINISTRATION.

The administration of the Condominium, and Condominium Property shall be in accordance with the provisions of this Declaration of Condominium and with the provisions of the By-Laws which are made a part of this Declaration of Condominium and are attached hereto as Exhibit B.

TENTH: AMENDMENTS AND WITHDRAWAL.

A. The dedication of the property to Condominium ownership herein shall not be revoked or the property withdrawn from Condominium ownership unless eighty (80%) percent of the Homeowners in number and in Common Interest and the first mortgagees, if any, of each of these same Homes agree to such revocation or removal of the property from the Plan by duly recorded instruments.

B. The provisions of this Declaration of Condominium may be modified or amended by an instrument executed by the Board of Managers upon a vote of sixty-six and two-thirds (66⅔%) percent of the Homeowners in number held at a duly called meeting of the Homeowners, provided however, that:

1. No amendment altering a Homeowner's percentage of Common Interest shall be made without the consent of all Homeowners affected.

2. No amendment shall be passed which shall affect, impair or prejudice the validity, interest, rights and priorities of mortgagees.

3. The Board of Managers and the Sponsor, as long as the Sponsor owns a Home in the Condominium, shall have the right to amend the Declaration of Condominium without the vote or consent of the Homeowners or the holders of any Home mortgages and to execute and record in the Nassau County Clerk's Office such amendment as may be required to reflect (i) changes in the Declaration of Condominium and As-

Built Floor Plans, Condominium or Home Designation Map that are corrective in nature, or (ii) to resolve or clarify any inconsistency or which is patently a mistake or a scrivener's error, or (iii) to comply with any recorded covenants, restrictions, easements and rights of way that encumber the Condominium Property, or (iv) any technical corrections, or (vi) to comply with any federal, state or local law or regulation that may affect the Condominium.

4. No amendment, modification, addition or deletion of, to or from this Declaration of Condominium, the By-Laws or any Rules and Regulations shall be effective in any way against Sponsor or its successors, assigns or designees or against any Unsold Home, as long as the Sponsor, its successors, assigns or designees owns an Unsold Home in the Condominium unless the Sponsor, its successors, assigns or designees has given its prior written consent thereto. This provision is not subject to amendment.

5. In the case of material changes, approval must be obtained from first mortgage holders representing at least fifty-one (51%) percent of the votes of Homes that are subject to first mortgages. A change to any of the following would be considered as material: voting rights; assessments, assessment liens, or subordination of assessment liens; reserves for maintenance, repair and replacement of common elements; responsibility for maintenance and repairs; reallocation of interests in the general or limited common elements, or rights to their use; boundaries of any Home; convertibility of Homes into Common Elements or vice versa; expansion or contraction of the project, or the addition, annexation or withdrawal of property to or from the project; insurance or fidelity bonds; revisions to the leasing provisions of Homes contained in Article XI of the By-Laws of the Condominium; imposition of any restrictions on a Homeowner's right to sell or transfer a Homeowner's Home; a decision by the Condominium to establish self-management when professional management had been required previously by an eligible mortgage holder; restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents; any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or any provisions that expressly benefit mortgage holders, insurers or guarantors. An addition or amendment to the Declaration of Condominium shall not be considered material if it is for the purpose of

correcting technical errors, or for clarification only. Any eligible mortgage holder who received a written request by certified or registered mail return receipt requested to approve amendments who does not deliver to the Condominium a negative written response within sixty (60) days of the receipt of the request shall be deemed to have approved such amendment. There shall be a presumption for a period of sixty (60) days subsequent to the recording of the amendment that the vote of the Homeowners was made at a duly called meeting and that the requisite voting percentage was obtained. After the sixty (60) day period such presumption will be deemed conclusive.

C. The Sponsor, its successors, assigns and purchasers of undeveloped or unsold Homes shall have the right without vote or consent of the Homeowners, the Board of Managers or the holders of Home mortgages to execute or (on its request) to require the Board of Managers to execute and record in the Office of the Clerk of Nassau County and elsewhere, if required by law, an amendment or amendments to this Declaration of Condominium (together with such other documents, plan and maps as may be required to effectuate the same) to reflect (i) the certification by a registered architect or professional engineer, certifying that the floor plans filed as part of an amended Declaration of Condominium and/or amended As-Built Floor Plans, Condominium or Home Designation Map are an accurate copy of portions of the plans of a Building and fully and fairly depict the layout, location, designation and approximate dimensions of the Homes as built, or (ii) utility easements, or (iii) to comply with any recorded covenants, restrictions, easements and rights of way that encumber the Condominium Property, or (iv) technical corrections to the Declaration of Condominium to conform to other documents including but not limited to the Offering Plan or as-built plans (v) amendments to Schedule A of this Declaration of Condominium to conform the Model type, square footage and type and number of rooms and any other required information for a specified Home, so long as the appurtenant percentage of Common Interest does not change for said Home subject to (vi), (vii), and (viii) hereof, or (vi) to amend Schedule A prior to the first closing, to effect a change in the Percentage of Common Interest of all or specific Homes and revise Schedule A accordingly but in no event will the Common Interest of any Home be increased or decreased by more than 5% or (vii) to amend Schedule A of this Declaration to consolidate or subdivide Homes subject to all necessary approvals by the Building Department of Lynbrook or other municipality or administrative agency, to revise the square footage and type and number of rooms and any other required information for a specified

Home and to change the appurtenant Percentage of Common Interest so long as the new Percentage of Common Interest equals the Percentage of Common Interest of the Homes that were consolidated or subdivided, or (viii) to effectuate permissible changes in Unsold Homes including the Percentage of Common Interest of one (1) or more of the Unsold Homes as long as it does not change the Percentage of Common Interest of any sold Home and to amend Schedule A accordingly, or (ix) to amend Schedule A to make technical corrections to said Schedule including, but not limited to, square footage of Homes, assign or revise Limited Common Elements including the revision of the number and description of rooms contained in a Home or, or (x) to make changes or revisions to comply with the requests, guidelines and/or requirements of any major participant in the secondary market for mortgages, including but not limited to, the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Federal Housing Association ("FHA") of the Housing and Urban Development ("HUD"), the Veterans Administration ('VA") and/or any State or Local Funding Agencies, or (xi) to make corrections that are patent errors, inconsistencies, scrivener's errors and technical errors, or (xii) to revise Exhibit A to correct the legal description of the Condominium (xiii) to comply with any federal, state or local law or regulation that may affect the Condominium; or (xiv) the carrying out of other provisions of the Offering Plan of Parsons Corners at Lynbrook Condominium.

D. Any amendment to this Declaration of Condominium shall not take effect until it is recorded in the Office of the Clerk of Nassau County.

Regardless of any other provision of this Declaration of Condominium, no action for partition or division of the Common Elements shall be brought nor shall this plan of condominium ownership be terminated where such partition, division or termination will result in a violation of the then existing local zoning and building laws and codes.

ELEVENTH: SUBJECT TO DECLARATION, BY-LAWS, ETC.

All present or future Homeowners, tenants, residents, occupants, guests, or any other person that might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration of Condominium, the By-Laws and Rules and Regulations of the Condominium and the mere acquisition of any of the Homes of the Condominium or the mere act of occupancy of any of said Homes shall signify that the provisions of this Declaration of Condominium, By-Laws and Rules and Regulations of the Condominium are accepted and ratified 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 Home, as though such provisions were recited and stipulated at length in each and every deed or conveyance thereof.

TWELFTH: COMMON CHARGES.

Common Expenses of the Condominium shall be determined by the Board of Managers of the Condominium. The Common Expenses of the Condominium shall be assessed to and paid by the Homeowners of the Condominium Homes based upon each Home's percentage of Common Interest as reflected in Schedule A of this Declaration except as maybe permitted by Section 339-m of the Condominium Act. The assessments paid by the Homeowners towards the Common Expenses of the Condominium shall be referred to as "Common Charges." All unpaid Common Charges together with the maximum interest permitted in New York thereon, chargeable to any Homeowner shall constitute a lien on the Homeowner's Home prior to all other liens except: (a) tax or assessment liens on the Home by the taxing subdivisions of any governmental authority, including but not limited to State, County, City, and School District taxing agencies; and (b) all sums unpaid on any first mortgage of record encumbering any Home. Such lien may be foreclosed when past due in accordance with the laws of the State of New York, by the Condominium, in like manner as a mortgage on real property, and the Board of Managers shall also have the right to recover all costs incurred including reasonable attorneys' fees and costs of collection (but such right shall not be a lien against the Home). In the event the proceeds of the foreclosure sale are not sufficient to pay such unpaid Common Charges, the unpaid balance shall be charged to all Homeowners as a Common Expense. Each Homeowner shall be personally liable for all unpaid Common Charges and any Special Assessments.

In addition to the Board of Managers right to bring an action to foreclose a lien on a Homeowner's Home, the Board of Managers (on behalf of the Condominium) at the Board of Managers option shall have the right to bring suit to recover a money judgment for unpaid Common Charges without foreclosing or waiving the lien securing such Common Charges. In such an event, the Condominium shall be entitled to recover all costs of suit including reasonable attorneys' fees.

Every Homeowner shall pay the Common Charges assessed against the Homeowner when due as determined by the Board of Managers and no Homeowner may be exempt from liability for the payment of the Common Charges assessed against the Homeowner by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of a Home. However, no Homeowner shall be liable for the payment of any Common Charges accruing subsequent to a sale, transfer or other conveyance by the Homeowner of such Home made in accordance with Section 339-x of the Condominium Act or in accordance with the provisions of this Declaration of Condominium and the By-Laws.

Notwithstanding any other provision in this Declaration of Condominium or the Condominium By-Laws any mortgagee of an Institutional Mortgage as defined herein who

obtains title to a Home pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six (6) months of the Home's unpaid Common Charges accrued before acquisition of the title to the Home by the mortgagee. If the Condominium's lien priority includes costs of collecting unpaid Common Charges, the mortgagee of the Institutional Mortgage will be liable for any fees or costs related to the collection of unpaid Common Charges. The unpaid balance of such Common Charges and/or Special Assessments that may be waived will be charged to all other Homeowners as a Common Expense. Upon acquisition of title the holder of the Institutional Mortgage shall be responsible for all Common Charges, Special Assessments and/or any other costs and expenses of the Condominium thereafter due and payable.

THIRTEENTH: HOMES ACQUIRED BY THE BOARD.

In the event any Homeowner shall convey the Homeowner's Home to the Board of Managers in accordance with Section 339-x of the Condominium Act or in the event the Board of Managers shall purchase any Home at a foreclosure sale in accordance with Article IX of the By-Laws, title to such Home or the rights to any lease of such Home, if permitted, shall be held by the Board of Managers and all of the other Homeowners.

FOURTEENTH: POWER OF ATTORNEY

The Homeowners do hereby nominate, constitute and appoint the persons who may from time to time constitute the Board of Managers (the "Board of Managers") of the Condominium and/or the Sponsor and their successors, designees and/or assigns, my true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in my name and on my behalf for the following actions:

1. To the Board of Managers to acquire or lease any Home, together with its Common Interest whose Homeowner desires to sell, convey, transfer, assign, lease or surrender the same, or which becomes the subject of a foreclosure or other similar sale, on such terms and at such price or rental, as the case may be, as the attorneys-in-fact deem proper, in the name of the Board of Managers or its designee, corporate or otherwise, on behalf of all Homeowners, and after any such acquisition or leasing, to convey, sell lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Home so acquired, or to sublease any Home so leased, without the necessity of further authorization by the Homeowners, on such terms as the attorneys-in-fact may determine.

2. To the Board of Managers the right to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to the Homes, including retaining counsel and taking any other action which the Board deems necessary or appropriate to comply with any law, ordinance, regulation,

zoning resolution or requirement of Nassau County, Lynbrook, or any other public authority, applicable to the maintenance of the Building or the Property, respectively or any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Property which the Board or Managers deems necessary or appropriate.

3. To Sponsor, its successors, assigns and/or designees the right to amend the Condominium Declaration and Condominium By-Laws and to effectuate the rights granted to Sponsor its successors, assigns and designees and Homeowners under the Declaration and By-Laws as set forth in Article Tenth of the Declaration and Article X of the By-Laws.

4. To the Board of Managers to nominate, designate, constitute and appoint the Members of the Board of Managers of the Condominium and their successors, jointly, their true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in their name and on their behalf, the right to act in their behalf to take any and all action necessary against any tenant(s) that may be residing in a Homeowner's Home including but not limited to, the right to seek an eviction in a court of law for failure to adhere to any of the provisions of the Declaration of Condominium, By-Laws and/or Rules and Regulations of the Condominium.

5. To the Board of Managers, successors, designees and/or assigns to amend the Declaration and the By-Laws for the purposes set forth in Article Tenth of the Declaration and Article X of the By-Laws for the purposes set forth therein.

6. To the Board of Managers of the Condominium and the Sponsor, their successors and/or assigns, to vote at any Homeowners meeting for, and to file an amendment to the Declaration of Condominium permitting the certification by a registered architect or professional engineer, certifying that the floor plans filed as part of an amended Declaration are an accurate copy of portions of the plans of the building and fully and fairly depict the layout, location, designation and approximate dimensions of the Homes, as built.

7. To the Board of Managers and the Sponsor, their successors, assigns and/or designees the right to create any utility easements in, through and upon the Condominium.

8. To the Board of Managers and the Sponsor the right to make changes or revisions to comply with the requests, guidelines and/or requirements of any major participant in the secondary market for mortgages, including but not limited to the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Federal Housing Association ("FHA") of the Housing and Urban Development ("HUD"), the Veterans Administration ("VA") and/or any State or Local Funding Agencies.

FIFTEENTH: ENCROACHMENTS.

The Homeowners agree that if any portion of a Home or the Common Elements (whether restricted in use to an individual Homeowner or not) encroaches upon another or shall hereinafter encroach upon another as a result of original construction or settling of a Building, a valid easement for the encroachment and the maintenance of the same, so long as it stands, shall and does exist. In the event a Building is partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings and is rebuilt, the Homeowners agree that encroachments of any portion of the Home or the Common Elements as afore described resulting from customary construction tolerances and variances or variations necessitated by site conditions or governmental requirements, or settlement, shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist so long as a Building or reconstructed Building shall stand.

SIXTEENTH: HOMEOWNERSHIP.

Upon the Closing of Title to a Home, the new owner shall automatically become a Homeowner in the Condominium and shall remain such until such time as the Homeowner ceases to own the Home for any reason.

SEVENTEENTH: USE OF HOMES

Homes shall be restricted to residential occupancy in accordance with the applicable zoning regulations of the municipality having jurisdiction over the Condominium.

EIGHTEENTH: CONVEYANCE OF A HOME.

In any conveyance of a Home, either by voluntary instrument, operation of law or judicial proceeding in accordance with this Declaration of Condominium or the By-Laws, the Grantee of the Home shall be jointly and severally liable with the Grantor for any unpaid Common Charges and/or Special Assessments against the latter assessed and due up to the time of the grant or conveyance without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee therefor. Any such Grantee shall be entitled to a statement from the Board of Managers of the Condominium setting forth the amount of the unpaid Common Charges and/or Special Assessments against the Grantor and such Grantee shall not be liable for, nor shall the Home conveyed be subject to a lien for any unpaid Common Charge and/or Special Assessments against the Grantor in excess of the amount set forth in such statement. Grantee as used herein shall not include the mortgagee of an Institutional Mortgage.

NINETEENTH: COVENANT OF FURTHER ASSURANCES.

Any party subject to the terms of this Declaration of Condominium, whether such party is a Homeowner, a lessee or sublessee of a Homeowner, or the occupant of a portion of a Home, a Manager of the Board of Managers, an Officer of the Condominium, or otherwise, shall, at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request to effectuate the provisions of this Declaration of Condominium 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.

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

If any Homeowner or the Board of Managers or any other party who is subject to the terms of this Declaration of Condominium fails or refuses to execute, acknowledge or deliver any instrument, or fails or refuses within ten (10) days after request therefor, to take any action that the Board of Managers, any Homeowner, or other party is required to take pursuant to this Declaration of Condominium at the request of Sponsor or Sponsor's designee, then Sponsor or Sponsor's designee, as the case may be, is hereby authorized as attorney-in-fact for the Board of Managers, such Homeowner, or other party, which power shall be deemed to be coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of the Board of Managers, such Homeowner, or other party, and such document or action shall be binding on the Board of Managers, such Homeowner, or other party, as the case may be.

Each Homeowner will have the affirmative duty to maintain its respective Home in such a manner so as to reasonably prevent and avoid inflicting harm to other Homes, the Limited Common Elements and the General Common Elements or a Building.

In the event any Homeowner causes or permits any condition, or fails to take any action to prevent a condition, that has a deleterious effect on another Home, any Limited Common Element, the General Common Elements or a Building, or servicing the Common Elements, no matter how designated or causing damage to any other Home or any pipe, sewer and/or drainage line, wires, conduits and public utility lines, no matter how designated that causes or is in imminent danger of causing damage to another Home or the Common Elements the Board of Managers will give written notice to such

Homeowner including a request that the Homeowner take specific steps to ameliorate such a condition ("Remedy Notice"). If the Homeowner fails to remedy the condition within a reasonable period of time as provided in such Remedy Notice, the Board of Managers may, upon additional notice to the Homeowners within a reasonable period of time as determined by the Board of Managers, enter into the Home and effect a reasonable remedy, at the Homeowner's sole cost and expense.

TWENTIETH: RULES AND REGULATIONS.

The use of the Home by a Homeowner, immediate family members residing in a Home, tenants, licensees, guests, employees, contractors or other occupants of a Home shall be subject to the provisions of this Declaration, the By-Laws and the Rules and Regulations of the Board of Managers contained in Article VIII of the By-Laws as the Rules and Regulations may be added to, amended, rescinded, repealed, modified, altered or waived pursuant to the provisions of Article VIII of the By-Laws.

TWENTY-FIRST: FIRST LIEN HOLDERS' RIGHTS.

A. Notices of Action. A holder, insurer or guarantor of a first mortgage shall be required timely written notice of:

1. Any proposed amendment of the Condominium instruments effecting a change in (i) the boundaries of any Home or the exclusive easement rights appertaining thereto, (ii) the interest in the general or limited Common Elements appertaining to any Home or the liability for common expenses appertaining thereto, (iii) the number of votes in the Condominium appertaining to any Home or (iv) the purposes to which any Home or the Common Elements are restricted;

2. Any proposed termination of the Condominium regime;

3. Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Home on which there is a first mortgage held, insured or guaranteed by such eligible holder;

4. Any delinquency in the payment of assessments or charges owed by a Homeowner of a Home subject to the mortgage of such eligible holder, insurer or guarantor, which such delinquency has continued for a period of sixty (60) days;

5. Any lapse, cancellation or material modification of any insurance policy maintained by the Condominium; and

6. Any proposed action that requires the consent of a specified percentage of mortgagees.

B. Other Provisions for First Lien Holders. To the extent permitted under applicable law, the following protections for the benefit of first mortgage holders will be legally binding with respect to the Condominium:

1. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration of Condominium and the original plans and specifications unless the approval of the eligible holders of first mortgages on Homes to which at least 51% of the votes of Homes subject to mortgages held by such eligible holders are allocated, is obtained;

2. Any election to terminate the Condominium regime after substantial destruction or a substantial taking in condemnation of the Condominium Property must require the approval of the eligible holders of first mortgages on Homes to which at least 51% of the votes of Homes subject to mortgages held by such eligible holders are allocated; and

3. Unless the formula for reallocation of interests in the Common Elements after a partial condemnation or partial destruction of the Condominium project is fixed in advance by the Declaration of Condominium or by applicable law, no reallocation of interests in the Common Elements resulting from a partial condemnation or partial destruction of the Condominium project may be effected without the approval of the eligible holders of first mortgages on Homes to which at least eighty (80%) percent of the votes of Homes subject to mortgages held by such eligible holders are allocated.

As used in this section, the term "eligible holder, insurer or guarantor" shall mean a holder, insurer, or guarantor of a first mortgage on a Home in a Condominium which has requested notice in accordance with the provisions of (a) above.

TWENTY-SECOND: SPECIAL RIGHTS OF SPONSOR.

Notwithstanding anything to the contrary contained herein Sponsor, its successors, assigns or designees shall have the right, without requiring the consent of

either the Homeowners, Board of Managers of the Condominium and without charge or limitation, to:

A. Have its employees, contractors, subcontractors, and sales agents present on the Condominium Property described in Exhibit A and any Building erected thereon;

B. Erect and maintain signs and other promotional materials (including, without limitation, “For Sale” signs and “For Rent” signs on the Condominium Property in connection with the promotion, sale, leasing, management, or operation of the Homes, Condominium or any other property, development, or community the Sponsor, its successors, assigns or designees so prescribe;

C. Use any one or more Homes as:

1. model homes,

2. offices for the promotion, sale, rental, management and/or operation of any unsold Homes,

3. offices in connection with any installation, construction, modification, alteration, renovation, maintenance, repair, restoration, replacement, or change being performed, or to be performed, by, or on behalf of, Sponsor with respect to the Common Elements and/or the Homes; or any unsold Homes; and/or

4. for any other purpose;

D. Use any office in the Condominium for its exclusive use until such time as Sponsor no longer owns any Homes in the overall Community.

E. Do and cause to be done all of the things that are necessary, desirable, or appropriate (including, without limitation, the use of The Properties, General Common Elements of the Condominium, the Homes, and any unsold Homes) for the purpose of:

1. the promotion, sale, rental, management and/or operation of any unsold Homes,

2. the performance and completion of installation, construction, modification, alteration, renovation, maintenance, repair, restoration, replacement, or change being performed, or to be

performed, by, or on behalf of, Sponsor with respect to the Common Elements and/or

3. the exercise performance and discharge of Sponsor's other rights and obligations under this Declaration of Condominium, the By-Laws or the Rules and Regulations;

F. Use any Condominium Building, Recreational Facility, Site Amenity, or portion thereof as:

1. offices for the promotion, sale, rental, management and/or operation of the Unsold Homes;

2. offices in connection with any installation, construction, modification, alteration, renovation, maintenance, repair, restoration, replacement, or change being performed, or to be performed, by, or on behalf of, Sponsor with respect to the Common Elements and/or the Homes or Unsold Homes; and/or

3. for any other purpose.

G. Notwithstanding anything to the contrary contained in this Declaration of Condominium and/or the Condominium By-Laws and/or the Condominium Rules and Regulations, no Managing Agent, Board of Managers, nor any agent, member, or representative thereof, shall prevent, impede, or interfere with the sale or transfer of any Home or the rental of any Home (if rentals are permitted) by the Sponsor, its successor(s), assignee(s), and/or designee(s), nor shall any charge or fees including transfer fee, flip tax, and/or application fees) be imposed on the Sponsor, its successor(s), assignee(s), and/or designee(s), by any Managing Agent, Board of Managers, or any agent, member, or representative thereof, regarding any sale or transfer of a Home or rental of a Home (if rentals are permitted) by Sponsor its successor(s), assignee(s), and/or designee(s).

H. Make any other changes required by Lynbrook, Nassau County, or other Municipal Agency.

In no event, however, shall Sponsor or such designee be entitled to use any portion of The Properties, the Common Area of the Association, or the General Common Elements of the Condominium in such a manner as will unreasonably interfere with the use of the same or any Home for its permitted purposes.

The provisions of this Article may not be amended without the written consent of the Sponsor, or its successors or assigns.

TWENTY-THIRD: ROADWAYS

In the event the State, County, Town, Village or other municipal government or agency agrees to accept the internal roadways of the Condominium for dedication, the Board of Managers on behalf of the Condominium shall execute any documents and do all things required by the State, County, Town, Village or other municipal government or agency to accomplish such dedication.

TWENTY-FOURTH: INVALIDITY.

Invalidation of any of the covenants, limitations, or provisions of the Declaration of Condominium by judgment or court order shall in no way affect any of the remaining part or parts hereof, and the same shall continue in full force and effect.

TWENTY-FIFTH: WAIVER

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

TWENTY-SIXTH: CAPTIONS

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

TWENTY-SEVENTH: CERTAIN REFERENCES

A reference in this Declaration to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural and vice versa, unless the context otherwise requires.

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

Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Declaration or the By-Laws.

TWENTY-EIGHTH: SEVERABILITY

If any provision of this Declaration or the application thereof to any person, entity or circumstance, is determined to be invalid or unenforceable to any extent, the remainder of this Declaration, and the application of such provision to persons, entities or circumstances other than those as to which it is specifically determined to be invalid or unenforceable, shall not be affected thereby, and each provision of this Declaration shall be valid and enforced to the fullest extent permitted by law, provided that under all circumstances, the provisions hereof are required to be interpreted and applied so that there will be no adverse effect on Declarant or any other person governed by or otherwise affected by this Declaration in any material respect as a result of any invalidity or unenforceability referred to above in this Article of the Declaration.

TWENTY-NINTH: SUCCESSORS AND ASSIGNS

Except as set forth in the Declaration or in the By-Laws to the contrary, the rights and/or obligations of Sponsor, its successor, assignee or its designee as set forth herein shall inure to the benefit of and be binding upon any successor, assignee or designee of Sponsor with the consent of Sponsor or its successor, assignee or designee, any transferee of some or all of the Unsold Homes then owned by Sponsor or its successor, assignee or designee, as the case may be. Subject to the foregoing, Sponsor, its successor, assignee and its designee shall have the right, at any time, in their sole discretion, to assign or otherwise transfer their respective interests herein, whether by sale, merger, consolidation, lease, assignment or otherwise.

161 Union LLC

By: _____
Name:
Title:

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

On the ____ day of _____ in the year 20__, before me, the undersigned a Notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument the person or the entity upon behalf of which the person acted executed the instrument.

_____
NOTARY PUBLIC

EXHIBIT A TO THE DECLARATION OF CONDOMINIUM

SCHEDULE A

INSERT HOME INFORMATION PRIOR TO RECORDING

SCHEDULE K

CONDOMINIUM BY-LAWS

BY-LAWS

OF

PARSONS CORNERS AT LYNBROOK CONDOMINIUM

SCHEDULE C TO THE DECLARATION OF CONDOMINIUM

BY-LAWS
OF
PARSONS CORNERS AT LYNBROOK CONDOMINIUM

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BY-LAWS
OF
PARSONS CORNERS AT LYNBROOK CONDOMINIUM

ARTICLE I. PLAN OF CONDOMINIUM OWNERSHIP

Section 1. Condominium Homeownership

The property located in Lynbrook, Nassau County, New York, as specifically set forth in the Declaration and more commonly known as Parsons Corners at Lynbrook Condominium has been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York.

Section 2. By-Laws Applicability.

The provisions of these By-Laws are applicable to the Condominium. The term "Condominium" as used herein shall include the land and a Building and improvements thereon including the Homes, (hereinafter referred to as "Homes or Units" unless otherwise indicated) and the Common Elements and the use and occupancy thereof.

Section 3. Personal Application.

All present or future Homeowners, mortgagees and lessees, licensees or their employees, guests or any other person that might use the facilities of the Condominium in any manner are subject to these By-Laws, the Declaration of Condominium and any Rules and Regulations established by the Board of Managers. The mere acquisition or rental of any of the Homes or the mere act of occupancy of any of said Homes will signify that these By-Laws, the Declaration of Condominium and the Rules and Regulations are accepted, ratified, and will be complied with.

Section 4. Definitions.

The definitions contained in the Declaration of Condominium shall be applicable to these By-Laws unless otherwise stated.

ARTICLE II. CONDOMINIUM, VOTING, QUORUM, PROXIES AND WAIVERS

Section 1. Condominium.

Owners of a Condominium Home shall be Homeowners. "Homeowner" as referred to herein shall mean the owner of a Home.

Section 2. Voting.

Each Homeowner (including the Sponsor and the Board of Managers, if the Sponsor or the Board of Managers shall then own or hold title to one or more Homes),

shall be entitled to cast one vote at all Homeowners' meetings for each Home owned by such Homeowner subject to the restrictions contained herein, including the provisions regarding the election of Members to the Board of Managers as provided in Article III, Section 1 of these By-Laws. In the event the Board of Managers acquires a Home on behalf of the Condominium it shall not cast any of its votes appurtenant to such Home, for the election of any Member to the Board of Managers. Any Homeowner in default of their Common Charges, Special Assessments, late fees, or any other penalties imposed by the Board of Managers applicable to said Homeowner's Home shall be prohibited from voting at any annual, general or Special Meeting of the Homeowners.

Section 3. Quorum.

So many Homeowners as shall represent at least fifty-one (51%) percent of the total authorized votes of all Homeowners present in person or represented by written proxy shall constitute a quorum at all meetings of the Homeowners for the transaction of business, except as otherwise provided by Statute, by the Declaration, or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Homeowners, the Homeowners entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting until a quorum shall be present or represented. At such adjourned meeting so many Homeowners as shall represent at least thirty-three and one-third (33⅓%) percent of the total authorized votes of all Homeowners shall constitute a quorum. At such adjourned meeting, any business may be transacted which might have been transacted at the meeting originally called.

Section 4. Vote Required to Transact Business.

When a quorum is present at any meeting, the vote of a majority of the Homeowners present in person or represented by written proxy shall decide any question brought before such meeting and such vote shall be binding upon all Homeowners, unless the question is one upon which, by express provisions of the Declaration, Statute, or of these By-Laws, a different vote is required, in which case such express provisions shall govern and control the decision of such question.

Section 5. Right to Vote.

At any meeting of Homeowners, every Homeowner having the right to vote shall be entitled to vote in person, or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof. Any Homeowner in default of their Common Charges, Special Assessments, late fees, or any other penalties imposed by the Board of Managers applicable to said Homeowner's Home shall be prohibited from voting at any Annual or Special Meeting of the Homeowners.

Section 6. Proxies.

All proxies shall be in writing and shall be filed with the Secretary prior to the meeting at which the same are to be used. A notation of such proxies shall be made in the minutes of the meeting.

Section 7. Waiver and Consent.

Whenever the vote of Homeowners at a meeting is required or permitted by any provision of the Declaration, Statutes or of these By-Laws or for an amendment to the Declaration or By-Laws to be taken in connection with any action of the Condominium, the meeting and vote of Homeowners may be dispensed with if all Homeowners who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

Section 8. Place of Meetings.

Meetings shall be held at a suitable place convenient to the Homeowners as may be designated by the Board of Managers. Meetings may be held by electronic communication including video or web conference and need not occur in person. Homeowners may attend and participate in any "in-person" meeting by attending by video, or web conference. If the meeting is held by electronic communication, the electronic service and/or platform by which the meeting is held shall constitute the place of the meeting. All meetings held by electronic communication shall provide for the following:

(a) The Board shall verify that each person participating electronically is a Homeowner or a proxy of a Homeowner.

(b) All Homeowners participating electronically at a meeting shall have a reasonable opportunity to participate in the meeting, including an opportunity to propose, object to, and vote upon a specific action to be taken by the Homeowners, and to see, read, or hear the proceedings of the meeting substantially concurrently with those proceedings.

(c) The Board shall record and maintain a record of any votes or other actions taken by electronic communication at the meeting.

In the event meetings of Homeowners by electronic communication is discontinued or no longer permitted in New York State, then all meetings are required to be held in person and Homeowners shall attend either in person or by proxy.

Section 9. Annual Meetings/Control of Board of Managers by Sponsor.

The Sponsor will have the right to designate all the Members of the Board of Managers until all of the Homes in the Condominium have been sold or transferred to

Homeowners other than the Sponsor, its principals, successors, assignees and/or designees ("Sponsor Control Period") and will have voting control until the expiration of the Sponsor Control Period. The First Board of Managers as defined in Article III, Section 1 of these By-Laws, will call for the First Annual Meeting of the Homeowners to elect a new Board of Managers within thirty (30) days after the Sponsor Control Period. The First Board of Managers shall have the right to call for the First Annual Meeting prior thereto. At the First Annual Meeting, the Members of the Board of Managers shall be elected by the Homeowners except as maybe provided below. After the First Annual Meeting the Annual Meetings shall be held on or about the anniversary of such date each succeeding year or such other convenient date as the Board of Managers may so designate (the "Annual Meeting"). At such Annual Meetings there shall be elected by ballot of the Homeowners or designated by the Sponsor as described below, the Members of the Board of Managers in accordance with the requirements of Article III of these By-Laws. The Homeowners may also transact such other business of the Condominium as may properly come before them.

The Sponsor shall have the right to voluntarily resign a position or positions on the Board of Managers prior to the expiration of the Sponsor Control Period as per the provisions of Article III, Section 1 of these By-Laws. In the event the Sponsor voluntarily resigns a position or positions on the Board of Managers prior to the sale of all the Homes, the Sponsor will be entitled to designate the remaining Members of the Board of Managers until the Sponsor no longer owns any Homes in the Condominium. In addition as per Article III, Section I of these By-Laws, in the event the Sponsor voluntarily relinquishes a Board Member's position on the Board of Managers prior to the sale and conveyance to a bona fide purchaser of the last Home in the Condominium, upon notice from the Sponsor to the Board of Managers that the Sponsor desires to reclaim said Home Member's position, the Board Member appointed or elected to said position shall resign and the Sponsor shall reappoint a Board Member to the Board of Managers. When the Sponsor no longer owns a Home in the Condominium, Sponsor may not be entitled to designate any Member to the Board of Managers.

Section 10. Special Meetings.

It shall be the duty of the President to call a Special Meeting of the Condominium, if directed by the Board of Managers, or upon the presentation to the Secretary of a petition signed by a majority of the Homeowners. The Secretary shall cause a notice of such Special Meeting stating the time, place and object thereof and the Officer or other person or persons by whom the meeting is called, to be delivered personally or mailed or delivered by electronic mail or by facsimile as provided in Section 11 of this Article to each Homeowner of the Condominium entitled to vote at such meeting not less than ten (10) nor more than thirty (30) days before such meeting. The date of the Special Meeting shall be determined by the Board of Managers and shall be held no later than sixty (60) days from receipt of any written request pursuant to this Section 10 unless a later date is agreed to in writing by the Homeowners of the Condominium entitled to vote or the Board of Managers, requesting such meeting. No business other than that stated in such notice shall be transacted at such Special Meeting unless all Homeowners of the Condominium are present in person or by proxy. Any Members of the Board of Managers of the

Condominium, other than those designated by the Sponsor, may be removed with or without cause by vote of a minimum of 66⅔ in number of the Homeowners of the Condominium at a Special Meeting called pursuant to this section if the meeting is called for such purpose. Sponsor designated Members of the Board of Managers may only be removed by the Sponsor without cause.

Section 11. Notice of Meetings.

It shall be the duty of the Secretary or other designated agent of the Board of Managers to provide written notice of the place, date, and hour of each Annual or Special Meeting, stating the purpose thereof at least ten (10) but not more than thirty (30) days prior to such meeting. A copy of the notice of any meeting shall be given, personally, by first class mail, facsimile telecommunications or by electronic mail to each Homeowner entitled to vote at such meeting. If mailed, such notice is given when deposited in the United States mail, with postage thereon prepaid, directed to the Homeowner at the Homeowner's address as it appears on the record of Homeowners or, if the Homeowner shall have filed with the Secretary or designated agent a written request that notices to the Homeowner be mailed to some other address, then such notice shall be directed to the Homeowner's designated address. If the notice is sent by facsimile telecommunication or mailed electronically, such Notice is given when directed to the Homeowners fax number or electronic mail address as it appears on the record of the Homeowners, or, to such fax number or other electronic mail address as filed with the Secretary or designated agent. Notwithstanding the foregoing, such Notice shall not be deemed to have been given electronically (1) if the Secretary or designated agent of the Board of Managers is unable to deliver two consecutive Notices to the Homeowner by facsimile telecommunication or electronic mail; or (2) the Secretary or the designated agent of the Board of Managers otherwise becomes aware that Notice cannot be delivered to the Homeowner by facsimile telecommunication or electronic mail.

Section 12. Order of Business.

The order of business at all meetings shall be as follows:

(a) Roll Call
(b) Proof of notice of meeting or waiver of notice
(c) Reading of minutes of preceding meeting
(d) Report of Officers
(e) Report of committees
(f) Election of inspectors of election (in the event there is an election)
(g) Election of Members (in the event there is an election)
(h) Unfinished business
(i) New business

ARTICLE III. BOARD OF MANAGERS

Section 1. Number and Term.

The affairs of the Condominium shall be governed by a Board of Managers. The initial Board of Managers (the "First Board of Managers") shall consist of three (3) Members designated by the Sponsor who shall hold office and exercise all powers of the Board of Managers until the First Annual Meeting of the Homeowners. Until succeeded by the Members elected at the First Annual Meeting of Homeowners, Members need not be Homeowners; thereafter, all Members, other than designees or nominees of the Sponsor, shall be Homeowners. The Members shall be elected or designated at the Annual Meeting of the Homeowners. Unless called for sooner by the First Board of Managers, the First Annual Meeting shall occur within a reasonable period after the Sponsor Control Period.

At the First Annual Meeting of Homeowners called pursuant to Section 9 of Article II a total of three (3) Members shall be elected or designated. All Members, other than those the Sponsor can designate, shall be elected by the Homeowners at the annual meeting. After the First Annual Meeting, the Board of Managers may request nominations for the Members to the Board of Managers prior to the annual meeting in addition to nominations from Homeowners at the Annual Meeting. The term of office of each Member shall be fixed at one (1) year.

The three (3) Homeowners receiving the highest number of votes shall be elected to the Board of Managers. Each Homeowner shall be entitled to cast one vote for each Member to be elected to the Board of Managers. At the expiration of the initial term of office of each respective Member, their successor shall be elected to serve a term of one (1) year. The Members shall hold office until their successors have been elected and hold their first meeting.

Any Homeowner in default of the payment of Common Charges, Special Assessments, late fees, interest and/or penalties shall be ineligible to be elected to the Board of Managers and/or vote at any general, Annual or Special Meeting.

The Sponsor shall have the right to designate the Members of the Board of Managers until the expiration of the Sponsor Control Period. This Section may not be amended without the written consent of the Sponsor.

In addition to the Members designated by the Sponsor, as long as Sponsor retains an unsold Home in the Condominium, Sponsor may vote as Sponsor so determines for any other Members, so long as the Members are not on Sponsor's slate of Members for the Board of Managers, Sponsor's payroll or as long as they did not receive other financial backing from the Sponsor other than any mortgage that may be held by the Sponsor or affiliated entity of the Sponsor, if applicable.

Sponsor is entitled to designate all the Members to the Board of Managers during the Sponsor Control Period. Sponsor Members shall be appointed for a one (1) year term.

At the expiration of the Sponsor Member terms, if Sponsor is still entitled to nominate Members to the Board of Managers, the Sponsor Members shall thereafter continue to be appointed as Members for one (1) year terms until the Sponsor is required to relinquish the position or Sponsor voluntarily resigns the position. When the designated Members of the Board of Managers of the Sponsor are required to relinquish their position on the Board of Managers the Sponsor will call for the First Annual Meeting of the Homeowners as per the provisions of Article II, Section 9 of these By-Laws.

The Sponsor shall have the right to voluntarily resign a position on the Board of Managers prior to the Sponsor Control Period. In such an event the Board of Managers will either (a) call for a Special Meeting of the Homeowners pursuant to the provisions of Article II, Section 10 of these By-Laws to elect a Homeowner for the balance of the Sponsor Member term or (b) the remaining Members of the Board of Managers will appoint a Homeowner to the Board of Managers for the balance of the Sponsor Member term. At the expiration of the term the Homeowners shall have a meeting to elect a Homeowner to a one (1) year term. Notwithstanding, in the event the Sponsor voluntarily relinquishes a position on the Board of Mangers before the Sponsor is obligated to do so, upon notice from the Sponsor to the Board of Managers that the Sponsor desires to reclaim said position the Member appointed or elected to said position shall resign and the Sponsor shall reappoint a Member to the Board.

At such time as the Sponsor no longer owns any Home in the Condominium the Sponsor Board Members shall resign and the Sponsor will not be able to designate any Board Members to the Board of Managers thereafter.

This Section may not be amended without the written consent of the Sponsor.

Section 2. Vacancy and Replacement.

If the office of any Member or Members becomes vacant by reasons of death, resignation, retirements, disqualification, removal from office or otherwise, a majority of the remaining Members of the Board of Managers, though less than a quorum, at a Special Meeting of the Members of the Board of Managers duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred. At such meeting, the remaining Members of the Board of Managers shall be entitled to vote for said Member's successor or successors. In the event of the failure to hold any election of the Members of the Board of Managers at the time designated for the annual election of the Members of the Board of Managers or in the event that the Members of the Board of Managers shall not have filled any such vacancy, a Special Meeting of the Homeowners to elect new Members to the Board of Managers or to fill such vacancy or vacancies may be called in the manner generally provided for the calling of Special Meetings of the Homeowners in Article II, Section 10 of these By-Laws. If the vacancy occurs with respect to any Member of the Board of Managers who has been designated by the Sponsor, only the Sponsor shall have the right to designate such Member's successor to fill the unexpired portion of the term. In addition, the Sponsor shall have the right to substitute the Members of the Board of

Managers it has designated at Sponsor's discretion at any time during the applicable term.

The Board of Managers shall also have the right to call for a Special Meeting in accordance with Article II, Section 10 to elect a Member's successor to fill the unexpired portion of the term of office.

Section 3. Removal.

Members, other than Sponsor designees, may be removed with or without cause by an affirmative vote of sixty-six and two-thirds (66 2/3rds) in number of the Homeowners entitled to vote at a Special Meeting called pursuant to Article II, Section 10 of these By-Laws. Members designated by the Sponsor may be removed by the Board of Managers for cause. Members designated by the Sponsor may be removed without cause solely by the Sponsor. No Member other than a Member designated by the Sponsor shall continue to serve on the Board of Managers if, during their term of office, they shall cease to be a Homeowner. In the event a Sponsor designee Member is removed, the Sponsor shall have the sole right to designate the Sponsor Member replacement.

Any Member of the Board of Managers in default of the payment of Common Charges, Special Assessments, late fees, penalties and/or interest shall be suspended from the Board of Managers until such time as all Common Charges, Special Assessments, late fees, penalties and/or interest are paid in full to the Condominium.

Section 4. Resignation.

Any Member may resign at any time by written notice delivered in person or sent by certified registered mail to an Officer of the Condominium. Such resignation shall take effect at the time specified therein. Acceptance of such resignation shall not be necessary to make it effective.

Section 5. Suspension

Any Member of the Board of Managers in default of the payment of Common Charges, Special Assessments, together with late charges, interest and expenses shall be suspended from the Board of Managers until such time as all Common Charges, Special Assessments, together with late charges, interest and expenses, if any, are paid in full to the Condominium.

Section 6. First Board of Managers.

The First Board of Managers shall consist of three (3) Members appointed by the Sponsor who shall hold office and exercise all powers of the Board of Managers until the First Annual Meeting of Homeowners. Any of said Members shall be subject to replacement at the sole discretion of the Sponsor and/or in the event of resignation or death in the manner set forth in Section 2 of this Article.

Section 7. Powers.

(a) The property and business of the Condominium shall be managed by its Board of Managers, which may exercise all such powers of the Condominium and do all such lawful acts and things as are not by Statute or by the Declaration of Condominium or by these By-Laws, directed or required to be exercised or done by the Homeowners personally. These powers shall specifically include, but not be limited to, the following items:

1. To determine and levy monthly assessments ("Common Charges") to cover the cost of Common Expenses. The Common Charges are payable in advance as determined by the Board of Managers. The Board of Managers may increase the monthly Common Charges or vote a Special Assessment in excess of the Common Charges, if required, to meet any additional necessary Common Expenses, but said increases can only be assessed among the Homeowners pro-rata according to their respective Percentage of Common Interest as reflected in Schedule A of the Declaration of Condominium or in such other manner as provided in Article VI, Section 9 of these By-Laws.

2. To determine and impose penalties, late fees, and interest against Homeowners delinquent in the payment of their Common Charges and/or Special Assessments and/or in violation of the Rules and Regulations applicable to the Homeowners. The Members of the Board of Managers shall have the right to revise the amount of such fees as the Members of the Board of Managers so determine.

3. To determine and impose move in and move out fees and to revise said fees in its good faith discretion.

4. To determine the amount and require a Purchaser of a resale of a Home to pay a Working Capital Fee to the Condominium.

5. To collect, use, and expend the Common Charges collected to maintain, care for, and preserve the General Common Elements, and any Limited Common Elements that have been designated to the Condominium for which the Condominium is responsible and any other Common Expenses of the Condominium.

6. To make repairs, restore or alter any Home or the Common Elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.

7. To enter in and upon the Homes when necessary and at as little inconvenience to the Homeowners as possible in connection with the maintenance, care, and preservation of the property, including any inspection or repairs necessitated by mold or infestation. No prior

notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Condominium or its property, or the Homes, or for the safety of Condominium residents or other persons or required to avoid the suspension of any necessary service to the Condominium. Any repairs required as the result of negligence of a Homeowner will be at the expense of the Homeowner.

8. To open bank accounts on behalf of the Condominium and to designate the signatories to such bank accounts.

9. To insure and keep insured the Common Elements and Homes in accordance with Article VII of these By-Laws.

10. To collect delinquent Common Charges, Special Assessments, late fees, penalties and/or interest by suit or otherwise, to abate nuisances and to enjoin or seek damages from the Homeowners of the Condominium for violations of the Declaration, By-Laws or the Rules and Regulations of the Condominium.

11. To make reasonable Rules and Regulations applicable to all Homes and all Homeowners and to amend the same from time to time, and such Rules and Regulations and amendments shall be binding upon all the Homeowners when the Board of Managers has approved them in writing. A copy of such Rules and Regulations and all amendments shall be delivered to each Homeowner.

12. To employ and terminate the employment of employees and independent contractors and to purchase supplies and equipment, to enter into contracts, and generally to have the powers of a manager in connection with the matters herein above set forth.

13. To bring and defend actions by or against one (1) or more Homeowners that are pertinent to the operation of the Condominium and to levy Special Assessments to pay for the cost of such litigation, subject to the provisions regarding the Sponsor as contained in Article III, section 7 (c) of these By-Laws.

14. To acquire a Home in foreclosure or as a result of abandonment and to take any or all steps necessary to repair or renovate any Home so acquired and to vote as a Homeowner subject to any restrictions contained in these By-Laws, offer such Home for sale or lease or take any other steps regarding such Home as shall be deemed proper by the Board of Managers.

15. To make additions, alterations, or improvements to the General Common Elements and Limited Common Elements that have been delegated to the Condominium to maintain, repair and/or replace as provided in the Declaration and/or these By-Laws.

16. To borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements, or for capital expenditures such as repair or replacement of a Building's components or systems or to remedy a major Building defect, provided, however, that no lien to secure repayment of any sum borrowed may be created on any Home or its appurtenant interest in the Common Elements without the written consent of the Owners of said Home.

17. To act as an agent for one (1) or more Homeowners to file a single complaint and bring a special proceeding on behalf of Homeowners who wish to contest the real estate tax assessments of their Home pursuant to Section 339-y(4) of the New York Real Property Law. In such an event, the Board of Managers could retain counsel on behalf of such Homeowners and charge each Homeowner for whom it is acting a pro-rata share of expenses, disbursements, and legal fees, based upon the Home's Percentage of Common Interest as reflected in Schedule A of the Declaration of Condominium, the payment for which would be secured by a lien on each Home. The Board of Managers is not obligated to perform such services, and it is necessary to obtain the written authorization of the Homeowners for which the Board is performing such service.

18. To determine and impose penalties, late fees, and interest against Homeowners delinquent in the payment of their Common Charges and/or Special Assessments and in violation of the Rules and Regulations. The Board of Managers shall have the right to revise the amount of such fees as the Board of Managers so determines.

19. To enter into contracts, settlement agreements and/or other matters on behalf of the Condominium.

21. To enter into revocable license agreements for the use of space within the General Common Elements as long as the license agreement does not hinder or encroach upon the rights of Homeowners to use the General Common Elements, and/or Limited Common Elements.

22. To grant utility or other easements over or to the Common Elements as may, at any time required for the benefit of the Condominium and the Homeowners without the necessity of the consent thereto, or

joinder therein, by the Homeowners or any mortgagee (except that if the granting of such easement impairs the ability of one or more Homeowners who have the right to use such Common Elements to the exclusion of any other Homeowners, the consent of all such affected Homeowners shall be required in writing before such easement shall be granted).

(b) The Board of Managers may, by resolution or resolutions passed by a majority of the whole Board of Managers, designate one or more committees, each of such committees to consist of at least one (1) Member of the Board of Managers, which, to the extent provided in said resolution or resolutions, shall have and may exercise the powers of the Board of Managers in the management of the business affairs of the Condominium and may have power to sign all papers which may be required, provided said resolutions shall specifically so provide. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Managers. Committees established by resolution of the Board of Managers shall keep regular minutes of their proceedings and shall report the same to the Board of Managers as required.

(c) As long as the Sponsor retains at least one (1) unsold Home in the Condominium, the Board of Managers may not, without the Sponsor's prior written consent, which will not be unreasonably withheld: (i) make an addition, alteration or improvement to the General Common Elements, or a Home's Common Elements that is the Condominium's obligation and/or to any Home, costing cumulatively more than $10,000, the foregoing not to include necessary repairs and maintenance work, (ii) assess any Common Charges for the creation of, addition to, or replacement of all or part of a reserve, contingency or surplus fund, (iii) hire any employee in addition to the employees referred to in the Budget for the first year of operation of the Condominium, (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the first Closing, (v) borrow money on behalf of the Condominium, (vi) reduce the services or maintenance set forth in the Condominium budget for the first year of operation, (vii) charge any Special Assessment for a non-budgeted item unless required by law, municipal agency, emergency or for the health and safety of the Condominium, (viii) increase the Common Charges of the Condominium more than ten (10%) percent from the prior year's budget, unless documentation is provided to the Sponsor in the nature of a financial statement, bids from contractors or verified increases in utility rates, evidencing the need for an increase greater than ten (10%) percent, or (ix) utilize Condominium funds or assess the Sponsor in order to commence a lawsuit against the Sponsor or any of its principals. The provisions of this paragraph may not be amended without the written consent of the Sponsor.

(d) Notwithstanding Article III, Section 7(c) of these By-Laws Sponsor may not exercise veto power over expenses described in the proposed first year budget, as described in the Offering Plan, or over expenses required:

1. to comply with applicable laws or regulations; or

2. to remedy any notice of violation; or

3. to remedy any work order by an insurer, or

4. necessary for the preservation or safety of a Building or for the safety of occupants of a Building or required to avoid the suspension of any necessary service to a Building.

(e) Sponsor may exercise veto power over all other expenses not described herein, other than those described in Article III, Section 7(d) of these By-Laws, for a period ending not more than five (5) years after the Closing of the first Home or whenever the unsold Homes constitute less than twenty-five (25%) percent of the common interest, whichever is sooner.

The provisions of this paragraph may not be amended without the written consent of Sponsor.

Section 8. Repairs and Maintenance.

All maintenance, painting, repairs and replacement of the General Common Elements shall be the obligation and responsibility of the Board of Managers on behalf of the Condominium and Homeowners including but not limited to exterior walls, roof and roof membranes, roof housing of a Building, porticos of a Building, as well as painting, repair and/or maintenance of the exterior surfaces, roof, windows and doors which open from a Building, as well as all maintenance, repairs and replacements of any stairways of a Building that is a General Common Element of the Condominium, and of any pipes, wires, conduits and utility lines, or any portion of which is located in one Home and services another Home or more than one Home or so much of any pipes, wires, conduits and utility lines as are located in the General Common Elements. The cost thereof shall be a Common Expense except if such maintenance, painting, repair, or replacement is necessitated because of the negligence, misuse or neglect of a Homeowner, the Homeowner's occupants, residents, family members, tenants, licensees, contractors or any other person or company acting on behalf of the Homeowner, or the prior alteration of the Home by a Homeowner, the Homeowner's occupants, residents, family members, tenants, licensees, contractors or any other person or company acting on behalf of the Homeowner, in which event the cost thereof shall be assessed individually and paid by the applicable Homeowner.

All maintenance and repairs to the interior portion of Homes, other than to any General Common Elements contained therein, are the responsibility of the respective Homeowners at their sole expense, including but not limited to electrical repairs and plumbing stoppages and repairs to the interior of the Homes, cleaning of interior of windows and painting and decorating of the interior of the Homes, repairs and

maintenance of all stairs located in a Home (including the stairway leading to the 2nd floor Homes), repairs, maintenance, replacement and cleaning to pipes, wires and conduits located in and servicing an individual Home, maintenance, repair and replacement of individual appliances and fixtures, individual heating and cooling systems for the Homes, any hot water flues, any dryer vents and the interior side of all entrance doors and all pipes and wires servicing an individual Home other than as may be set forth above shall be made by the respective Homeowner at their own expense.

All maintenance, repair, and replacement to any portion of any pipes, sewers and/or drainage lines and wires, conduits and public utility lines located in the General Common Elements shall be the responsibility of the Condominium. The cost thereof shall be a Common Expense except if such maintenance, repair or replacement is necessitated due to the negligence, misuse or neglect of a Homeowner, the Homeowner's occupants, residents, family members, tenants, licensees, contractors or any other person or company acting on behalf of the Homeowner, or the prior alteration of a Home by a Homeowner, the Homeowner's occupants, residents, family members, tenants, licensees, contractors or any other person or company acting on behalf of the Homeowner, in which event the cost thereof shall be assessed individually and paid for by the applicable Homeowner.

All maintenance, repair and replacement to pipes, sewers and/or drainage lines and wires, conduits and public utility lines located in a Limited Common Element servicing two (2) or more Homes, shall be the responsibility of the Condominium and a Common Expense of the Condominium. The cost thereof shall be a Common Expense except if such maintenance, repair or replacement is necessitated due to the negligence, misuse or neglect of a Homeowner or the prior alteration of a Home by a Homeowner, in which event the cost thereof shall be assessed individually and paid for by the applicable Homeowner.

All structural changes to a Home shall comply with the provisions of Article VIII, Section 1(h) of the By-Laws.

All maintenance and repair to the interior portion of the window area and doors which open from a Home are the responsibility of the Homeowner who owns the applicable Home. All maintenance, repair and any replacement to the external portion of the window area, the actual window and external portion of the doors (including painting if necessary) which open from a Home will be the responsibility of the Condominium and the cost thereof shall be a Common Expense of the Condominium and paid for by all Homeowners as provided in Article VI of these By-Laws. Notwithstanding the above, should the maintenance, repair or replacement of the external portion of the window, the actual window and external portion of the doors which open from a Home be caused as a direct result of the negligence or act of a Homeowner, resident, occupant, tenant, guest or any other person residing, visiting or doing work in the Home, the Condominium will repair or replace the external portion of the window, the window or the external portion of the doors which open from a Home and the cost of such repair or replacement shall be charged to the Homeowner as an additional Common Charge or Special Assessment.

The interior glass surfaces of all windows located in the Homes are to be cleaned at the Homeowner's sole cost and expense. The exterior surfaces of all Home windows shall be cleaned by the Board of Managers and the cost shall be a Common Expense. Broken window glass in a Home shall be replaced by the Homeowner at the Homeowner'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 as a Common Expense.

All structural repairs and replacements to any rear patio and/or balcony that are Limited Common Elements of a Home, and any handrails and/or fencing located thereon that are appurtenant to an individual Home will be the responsibility of the Condominium and a Common Expense. All general maintenance and repairs of any rear patio and/or balcony and any handrails and/or fencing located thereon that is a Limited Common Element, including cleaning, snow removal and all repairs not structural in nature (including the repair of leaks, the replacement of pavers, painting or staining of the surface of a rear patio and/or balcony and/or handrails and/or fencing located thereon, and the repair or replacement of the surface of the rear patio and/or balcony and any handrails and/or fencing located thereon), shall be the responsibility of the Homeowner whose rear patio and/or balcony and any handrails and/or fencing located thereon is appurtenant to their Home and is an individual Limited Common Element of their Home. Neither the rear patios nor the balconies are permitted to be used for any type of occupancy including but not limited to dining, sleeping, living room, recreation, office or similar use. All drains located on a rear patio and/or balcony must be kept open at all times. Homeowners will not be permitted to store any combustible material or other items in or on a rear patio and/or balcony. Neither the Condominium nor any Homeowner will be permitted to enclose or make any structural change to a rear patio and/or balcony except as required for repair or replacement. Any and all changes to the paint and/or stain of a rear patio and/or balcony and any handrails and/or fencing located thereon must be approved by the Board of Managers of the Condominium.

The rear patios or the balconies are not permitted to be used for any type of occupancy including but not limited to dining, sleeping, living room, office or similar use unless approved by the Board of Managers and all required approvals from the local municipality and building department are obtained. All drains located on a rear patio and/or balcony must be kept open at all times. Homeowners will not be permitted to store any combustible material or other items (other than propane gas tanks if a gas barbeque is permitted) in or on a rear patio and/or balcony. Neither the Condominium nor any Homeowner will be permitted to enclose or make any structural change to a rear patio and/or balcony except as may be permitted by the Board of Managers and all municipal and building department approval or as required for repair or replacement. Any and all changes to the paint and/or stain of a rear patio and/or balcony and any handrails and/or fencing located thereon must be approved by the Board of Managers of the Condominium.

All repairs and maintenance to any entranceway area of a Home, other than minor cleaning of said area, shall be the responsibility of the Condominium.

All repairs, maintenance and any replacement and all costs associated therewith to any hot water tank, gas boiler, air conditioning compressor and/or condenser, generators, air handler or any other heating, cooling or other mechanical system servicing or benefitting a Home exclusively, that is located in the Home or is a Limited Common Element located in or on the Common Elements and/or all apparatus, installations, systems equipment and facilities in the Common Elements (including pipes, wire, ducts, vents, cables, conduits and lines) which serve or benefit a Home exclusively (whether or not located within the four walls of such Home) shall be the responsibility of the Homeowner for such equipment, services, repair, maintenance and/or replacement. The Board of Managers shall have the right to designate or approve a contractor or contractors to do the necessary work to said equipment that is a Homeowner's responsibility at the Homeowner's sole cost and expense.

The Board of Managers shall repair all plumbing stoppages and electrical repairs occurring in the General Common Elements and the cost thereof shall be a Common Expense payable by all the Homeowners as provided in Article VI of these By-Laws. Notwithstanding, the cost of any maintenance or repairs necessitated due to the negligence, misuse or neglect by a Homeowner, occupant, tenant, guest or any other person residing in, visiting or doing work in a Home, or caused by any prior alteration of a Home, shall be assessed to and paid by the applicable Homeowner.

All Homeowners shall be responsible for all repairs, maintenance and any replacement and all costs associated therewith to any sump pump and drain appurtenant to or in a Homeowner's Home or in the portion of the basement that is assigned to each Homeowner as a Limited Common Element.

Snow removal will be provided by the Condominium and will include the common roadways, sidewalks, and parking areas that are designated as General or Limited Common Elements in and through the entire Condominium and all walkways and front entranceways leading to a Home will be a Common Expense of the Condominium. All snow removal of rear patios and balconies servicing an individual Home will be the sole responsibility of each Homeowner**.**

All repair and maintenance of all roadways and all parking spaces within the Condominium no matter how designated, will be the responsibility of the Condominium.

The Board of Managers shall repair and replace any public utility lines located underground or overhead of any Limited Common Element except where such repair or replacement is necessitated because of the negligence or misuse or neglect of the Homeowner to which the Limited Common Element is restricted in use, in which event such Homeowner shall make such repairs or replacements at their own expense.

The Board of Managers and their agents, employees and contractors shall have the right of access to any Home for the purpose of making any repairs or replacements to any Common Elements, no matter how classified, contained therein or elsewhere in the Condominium or to remedy any condition which would result in damage to any other

Home or any other Common Element, no matter how classified, or which would violate the provisions of any mortgage covering another Home or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof or for the purpose of carrying out any of its obligations under the By-Laws or the Declaration of the Condominium. Such right of access shall be exercised in such a manner as will not unreasonably interfere with the use of the Homes but no prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Condominium or its property, or the Homes, or for the safety of Condominium residents or other persons or required to avoid the suspension of any necessary service to the Condominium.

All repairs, painting, or maintenance, whether made by the Homeowner or the Board of Managers, to the doors, windows, or the exterior surface of a Building or to any generally visible portion of the General Common Elements or Limited Common Elements shall be carried out in such a manner as to conform to the materials, style and color initially provided by the Sponsor, unless varied by the Board of Managers.

In the event that a Homeowner fails to maintain, repair or replace the Homeowner's Home or any Limited Common Element for the Homeowner's exclusive use, which maintenance, repair or replacement is necessary to protect any of the General Common Elements, or any other portions of a Building or any other Home or other Limited Common Element, the Board of Managers shall have the right to make the necessary maintenance, repair or replacement (after the failure of said Homeowner 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) of the Home or Limited Common Elements for a Home's exclusive use and to charge said Homeowner for the cost of all such repairs and/or maintenance and/or replacement. In the event that the Board of Managers charges a Homeowner for repairs, maintenance and/or replacement to their Home or for repairs to any Limited Common Element restricted in use to such Homeowner, and the Homeowner fails to make prompt payment, the Board of Managers shall be entitled to bring suit thereon and, in such event, the Homeowner shall be liable for the reasonable attorneys' fees and cost of such suit or proceeding together with interest on all sums due.

The Board of Managers shall have the right to require that a Homeowner utilize a contractor or sub-contractor of the Board of Managers choosing for any repairs, maintenance and/or replacement of any portion of a Home or Limited Common Element that is a Homeowner's obligation at the Homeowner's sole cost and expense.

Section 9. Compensation.

Members and Officers of the Board of Managers, as such, shall receive no compensation for their services.

Section 10. Meetings.

(a) The first meeting of the Members of the Board of Managers newly elected by the Homeowners shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The Annual Meeting of the Board of Managers shall be held at the same place as the Homeowner meetings, and immediately after the adjournment of same, at which time the dates, places, and times of regularly scheduled meetings of the Board of Managers shall take place.

(b) Regularly scheduled meetings of the Board of Managers may be held without special notice.

(c) Special Meetings of the Board of Managers may be called by the President on two (2) days' notice to each Member either personally, by mail or by electronic mail. Special Meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of a majority of the Members of the Board of Managers.

(d) At all meetings of the Board of Managers, a majority of the Members shall be necessary and sufficient to constitute a quorum for the transaction of business, and an act of the majority of the Members present at any meeting at which there is a quorum shall be the act of the Board of Managers, except as may be otherwise specifically provided by statute or by the Declaration or by these By-Laws. If a quorum shall not be present at any meetings of Members, the Members present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

(e) Before or at any meeting of the Board of Managers, any Member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member at any meeting of the Board of Managers shall be a waiver of notice by the Member of the time and place thereof. If all the Members are present at any meeting of the Board of Managers, no notice shall be required, and any business may be transacted at such meeting.

(f) Members of the Board of Managers may participate in a meeting by means of a conference telephone call or similar communications equipment by means of which all persons participating in such meeting can hear each other and such participation shall constitute presence at such meeting.

Section 11. Annual Statement.

The Board of Managers shall furnish all Homeowners and shall present annually (at the Annual Meeting, but in no event later than four (4) months after the close of the fiscal year) and when called for by a vote of the Homeowners at any Special Meeting of the Homeowners, a full and clear statement of the business conditions and affairs of the Condominium, including a balance sheet and profit and loss statement prepared by an independent public accountant and a statement regarding any taxable income attributable to the Homeowner and a notice of the holding of the annual Homeowners meeting. During the period, the Sponsor retains a majority of the Members of the Board of Managers the annual statement shall be a certified statement verified by a certified public accountant.

Section 12. Fidelity Bonds.

The Board of Managers shall require that all Officers and employees of the Condominium handling or responsible for Condominium funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be a Common Expense of the Condominium.

Section 13. Management Agent.

The Board of Managers may employ a management agent for the Condominium under a term contract or otherwise at compensation established by the Board of Managers, to perform such duties and services as the Board of Managers shall authorize, including, but not limited to, all of the delegable duties of the Board of Managers listed in this Article.

Section 14. Liability of the Board of Managers, Officers and Homeowners.

No Member of the Board of Managers or Officer of the Condominium shall have any personal liability to the Condominium or to any Homeowner for damages for any breach of duty in the Member's capacity as a Member of the Board of Managers or Officer of the Condominium, provided that this provision does not eliminate or limit the liability of a Member of the Board of Managers or Officer of the Condominium if a judgment or other final adjudication adverse to the Member establishes (a) that the Member's or Officer's acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law, or (b) that the Member or Officer personally gained in fact a financial profit or other advantage to which the Member was not legally entitled.

The Condominium, through the Homeowners, shall indemnify to the fullest extent permitted by law any person made, or threatened to be made, a party to an action or proceeding, whether civil or criminal, including an action by or in the right of the Condominium to procure a judgment in its favor or an action other than one by or in the right of the Condominium and including an action by or in the right of any corporation of any type or kind, domestic or foreign, or any limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise, which any Member of the Board

of Managers or Officer of the Condominium served in any capacity at the request of the Condominium, by reason of the fact that the Member, the Officer, the Member's or Officer's testator, was a Member of the Board of Managers, Officer of the Condominium or officer of the joint venture, trust, employee benefit plan or other enterprise in any capacity; provided that no indemnification may be made to or on behalf of any Member of the Board of Managers or Officer of the Condominium if a judgment establishes that the Member's or Officer's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that the Member or Officer personally gained in fact a financial profit or the advantage to which the Member or Officer was not legally entitled.

The Homeowners shall indemnify and hold harmless each of the Members of the Board of Managers and Officers of the Condominium against all contractual liability to others arising out of contracts made by the Board of Managers or Officers of the Condominium on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration of Condominium or of these By-Laws. It is intended that the Members of the Board of Managers and Officers of the Condominium shall have no personal liability with respect to any contract made by them on behalf of the Condominium (except as Homeowners). It is understood and permissible for the Board of Managers or Officer of the Condominium, who may be members of or be employed by the Sponsor, to contract with the Sponsor and affiliated corporations and entities without incurring any liability for self-dealing. It is also intended that the liability of any Homeowner arising out of any contract made by the Board of Managers, or Officer of the Condominium or out of the aforesaid indemnity in favor of the Member of the Board of Managers or Officer of the Condominium shall be limited to such proportion of the total liability thereunder as the Homeowner's Percentage of Common Interest in the Common Elements bears to the Percentage of Common Interest of all the Homeowners in the Common Elements. Every agreement made by the Board of Managers, a managing agent, by a Member of the Board of Managers or Officer of the Condominium on behalf of the Condominium shall provide that the Members of the Board of Managers, or the managing agent, or the Member, or Officer of the Condominium as the case may be, are acting only as agent for the Homeowners and shall have no personal liability thereunder (except as Homeowners).

Each Homeowner's liability pursuant to this Section shall be limited to such proportion of the total liability there under as the Homeowner's Percentage of Common Interest in the Common Elements bears to the Percentage of Common Interest of all Homeowners in the Common Elements.

Section 15. Annual Reports Required By Section 727 of the Business Corporation Law.

(a) Each Member of the Board of Managers shall be required to receive a copy of section seven hundred thirteen of the Business Corporation Law on an annual basis.

(b) The Board of Managers shall provide an annual report to the Homeowners of the Condominium, which shall be signed by each such Member of the Board of Managers, containing information on any contracts made, entered into or otherwise transacted pursuant to section seven hundred twenty-seven of the Business Corporation Law of the State of New York.

(c) The annual report required in subsection (a) of this Section 15 shall include, but not be limited to, the following:

(1) a list of all contracts voted on by the Board of Managers, including information on the contract recipient, contract amount, and the purpose of entering into the contract;

(2) the record of each meeting including Board Members attending, voting records for contracts, and how each director voted on such contracts; and

(3) the date of each vote on each contract, and the date the contract would be and remain valid.

(d) If the annual report required by Subsection (b) of this Section 15 would, notwithstanding the requirements of this Section contain no information because of the absence of any actions taken by the Board that would otherwise qualify for inclusion in such annual report, then the Board of Managers shall instead submit to the Homeowners a document signed by each Board Member of the Board of Managers indicating: "No actions taken by the Board were subject to the annual report required pursuant to Section 727 of the Business Corporation Law".

ARTICLE IV. OFFICERS

Section 1. Elective Officers.

The Officers of the Condominium shall be chosen by the Board of Managers and shall be a President, a Vice President, a Secretary, and a Treasurer. The Board of Managers may also choose one or more Assistant Secretaries and Assistant Treasurers and such other Officers as in their judgment may be necessary. All Officers must be Homeowners or Members of the Board of Managers. Appointed Officers do not need to be Homeowners or a Member of the Board of Managers. Two (2) or more offices may be held by the same person, except the President, who can only hold the office of President.

Section 2. Election.

The Board of Managers at its first meeting after each annual Homeowners Meeting shall elect a President, a Vice President, a Secretary, and a Treasurer. Since there are

three (3) seats on the Board and four (4) Officer positions all Officers, other than the President, can hold two (2) offices.

Section 3. Appointive Officers.

The Board of Managers may appoint such other Officers and agents as it shall deem necessary that shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Managers.

Section 4. Term.

The Officers shall hold office until their successors are chosen and qualify in their stead. Any Officer elected or appointed by the Board of Managers may be removed with or without cause, at any time, by the affirmative vote of a majority of the whole Board of Managers. If the office of any Officer becomes vacant for any reason, the vacancy shall be filled by the Board of Managers.

Section 5. The President.

The President shall be the chief executive Officer of the Condominium; shall preside at all meetings of the Homeowners and Members of the Board of Managers, the President shall be an ex-officio member of all standing committees, shall have general and active management of the business of the Condominium, shall see that all orders and resolutions of the Board of Managers are carried into effect and shall have such other powers and duties as are usually vested in the office of President of a stock corporation organized under the Business Corporation of the State of New York. The President may delegate obligations and responsibilities to other officers.

Section 6. The Vice-President.

The Vice-President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act and shall have such other powers and duties as are usually vested in the office of Vice President of a corporation organized under the Business Corporation Law of the State of New York.

Section 7. The Secretary.

The Secretary and/or Assistant Secretary shall attend all sessions of the Board of Managers and all Homeowners meetings and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all Annual Meetings, any Special Meetings and Meetings of the Board of Managers, and shall perform such other duties as may be prescribed by the Board of Managers or by the President, under whose supervision the Secretary shall be.

Section 8. The Treasurer.

The Treasurer shall have the custody of the Condominium funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements in books belonging to the Condominium including the vouchers for such disbursements and shall deposit all monies and other valuable effects in the name and to the credit of the Condominium in such depositories as may be designated by the Board of Managers.

The Treasurer shall disburse the funds of the Condominium as the Treasurer may be ordered by the Board of Managers, making proper vouchers for such disbursements and shall render to the President and Members, at the regular meeting of the Board of Managers or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Condominium.

The Treasurer shall keep detailed financial records and books of account of the Condominium, including a separate account for each Home which, among other things, shall contain the amount of each assessment of Common Charges against such Home, the date when due, the amounts paid thereon and the balance remaining unpaid.

Section 9. Agreements, etc.

All agreements and other instruments shall be executed by the President, or such other person as may be designated by the Board of Managers.

ARTICLE V. NOTICES

Section 1. Definition.

Whenever under the provisions of the Declaration of Condominium or of these By-Laws, notice ("Notice") is required to be given to the Board of Managers, any Member of the Board of Managers or any Homeowner, Notice ("Notice") shall be provided by first class mail, courier service, facsimile telecommunications or by electronic mail to the respective party. If mailed, such Notice is given when deposited in the United States mail, with postage thereon prepaid, directed to the respective party's address as it appears in the records of the Condominium. If by courier, Notice is given when received by the respective party as evidenced by the courier provider. If the Notice is sent by facsimile telecommunication or mailed electronically, such Notice is given when directed to the respective parties' fax number or electronic mail address as it appears in the records of the Condominium.

Section 2. Service of Notice Waiver.

Whenever any Notice is required to be given under the provisions of the Declaration, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VI. FINANCES

Section 1. Checks.

All checks or demands for money and notes of the Condominium shall be signed by the President and Treasurer, or by such other Officer or Officers or such other person or persons as the Board of Managers may from time to time designate.

Section 2. Assessments.

The Board of Managers shall, from time to time, but at least annually, fix and determine the budget representing the sum or sums necessary and adequate for the continued operation of the Condominium and shall send a copy of the budget and supplement to the budget to every Homeowner. The Board of Managers shall determine the total amount required, including the operational items such as insurance, repairs, reserves, betterments, maintenance of the General Common Elements and Limited Common Elements that are the obligation of the Condominium and other Common Expenses including but not limited to the Common Expenses provided in Article VI, Section 3 of these By-Laws, as well as charges to cover any deficits from prior years.

The total annual requirements shall be assessed as a single sum against all Homes and prorated against each of said Homes according to the provisions of Section 9 hereof.

Said assessments shall be payable monthly or in such other manner as determined by the Board of Managers and shall be referred to as Common Charges.

The Board of Managers may also charge additional assessments in excess of the Common Charges for expenses not contemplated, foreseen, or which exceed the amount budgeted. Said assessments shall be known as Special Assessments. The Board of Managers shall be entitled to charge a Special Assessment as a single sum or over a period of time as it may determine. Homeowners shall pay their portion of any Special Assessments in accordance with Section 9 of Article VI of the By-Laws.

The Homeowner agrees to pay promptly when due the monthly Common Charges and all Special Assessments assessed against the Home. In the event any Homeowner fails to make payment of the Homeowner's Common Charge payment, the Homeowner who owns such Home shall be obligated to pay (a) a "late fee" of $.25 for each $1.00 of such amounts which remain unpaid for more than ten (10) days from their due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid) and (b) all expenses, including, without limitation, attorneys' fees paid or incurred by the Board of Managers or by any Managing Agent in any proceeding brought to collect such unpaid Common Charges and/or Special Assessments or in an action to foreclose the lien on such Homeowner's Home arising from said unpaid Common Charges and/or Special Assessments in the manner permitted by applicable law. All such

"late fees," interest and expenses shall be cumulative and shall be added to and shall constitute Common Charges payable by such Homeowner.

In addition, in the event of a default in the payment of Common Charges by any Homeowner, the Board of Managers, at its sole option, may declare the Common Charge assessment on said Homeowner's Home for the balance of the fiscal year immediately due and payable. Prior to making any such declaration following a default the Board of Managers shall send notice to the delinquent Homeowner and any mortgagee of such Home giving the Homeowner a five (5) day grace period in which to make the late payment.

The Board of Managers may place a lien and take action to collect any past due Common Charges from any Homeowner which remains unpaid as provided in Article IX of these By-Laws from its due date by way of foreclosure of the lien on such Home in accordance with Section 339-aa of the Real Property Law or otherwise.

Every Homeowner shall pay the Common Charges assessed against the Homeowner when due as determined by the Board of Managers and no Homeowner may be exempt from liability for the payment of the Common Charges assessed against the Homeowner by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of a Home.

No Homeowner shall be liable for any Common Charges, Special Assessments or other charges against a Home which accrue against the Homeowner's Home subsequent to a sale, transfer, or other conveyance of the Homeowner in accordance with these By-Laws and the Declaration. A Homeowner shall be liable for the payment of all Common Charges. Special Assessments or other charges assessed by the Board of Managers against the Home after acquiring title to the Home, as well as any unpaid Common Charges, Special Assessments or other charges assessed against the Home by the Board of Managers at the time the Home is conveyed by means of a deed or other legal means of the conveyance, except for a mortgagee of an Institutional Mortgage whom shall be exempt for a portion of the Common Charges as provided below.

Notwithstanding any other provision in the Declaration or these By-Laws any mortgagee of an Institutional Mortgage as defined in the Declaration of Condominium who obtains title to a Home pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six (6) months of the Home's unpaid Common Charges, Special Assessments or other charges accrued against the Home before acquisition of the title to the Home by the mortgagee unless otherwise required by law. If the Condominium's lien priority includes costs of collecting unpaid Common Charges, Special Assessments and/or other charges against the Home, the mortgagee of the Institutional Mortgage will be liable for any fees or costs related to the collection of unpaid Common Charges, Special Assessments and/or other charges. The unpaid balance of such Common Charges, Special Assessments and/or other charges against the Home that may be waived will be charged to all other Homeowners as a Common Expense. Upon acquisition of title to a Home such mortgagee of an Institutional Mortgagee; its successors

and assigns shall be responsible for all Common Charges, Special Assessments and/or any other costs and expenses of the Condominium thereafter due and payable thereafter.

Section 3. Purpose of Common Charges

The Common Charges shall be used to pay for the Common Expenses of the Condominium including but not limited to operation, repair and maintenance of the General Common Elements and any Limited Common Elements that have been delegated to the Condominium for repair, maintain and replacement as provided for in the Declaration of Condominium and/or these By-Laws. All Homeowners are responsible for their pro-rata share of the Common Charges as determined in Section 9 of this Article VI regardless of whether or not a Home or Homeowner utilizes the services for which the Common Charges are spent. Said Common Expenses shall include the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the provisions of Article VII and the fees and disbursements of any Insurance Trustee as provided in Article VII, drainage, sewer, water and/or storm systems (including sewers, storm sewer and/or water pipes, drywells, detention tanks or other facilities servicing the drainage, sewer water and/or storm systems as applicable), and other Building wide obligations of the Condominium contained in the Declaration and these By-Laws, including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements, insurance; common utilities; labor; common water and sewer charges; legal and accounting; services and supplies; management fees; contingencies and any other expenses that are Common Expenses of the Condominium and to make up any deficit in the Common Expenses from any prior year. The Common Expenses may also include such amounts as may be required for the purchase or lease by the Board of Managers or its designee, corporate or otherwise, on behalf of all Homeowners, of any Home whose Owner has elected to sell or lease such Home or of any Home which is to be sold at a foreclosure or other judicial sale.

Section 4. Foreclosures of Liens for Unpaid Common Charges

The Board of Managers shall have the power to purchase any Home at a foreclosure sale resulting from any action brought by the Board of Managers to foreclose a lien on the Home because of unpaid Common Charges. In the event of such purchase, the Board of Managers shall have the power to hold, lease, mortgage, vote, sell or otherwise deal with the Home. A suit to recover a money judgment for unpaid Common Charges shall also be obtainable separately without waiving the lien on the Home. In either event the Homeowner shall be liable for all costs of suit, including reasonable attorney's fees.

Section 5. Statement of Common Charges.

Upon the written request of any Homeowner or their mortgagee, the Board of Managers shall promptly furnish such Homeowner or their mortgagee with a written statement of the unpaid Common Charges due from such Homeowner.

Section 6. Liability for Utilities.

Any utility, including electricity and gas, individually metered or sub-metered to a Home or Vehicle shall be the sole expense of each applicable Homeowner.

Section 7. Operating Account.

There shall be established and maintained a cash deposit account to be known as the "Operating Account", into which shall be deposited the operating portion of all monthly Common Charges and Special Assessments as fixed and determined for all Homes. Disbursements from said account shall be for the general need of the operation including, but not limited to, wages, repairs, betterments, maintenance and other operating expenses of the Common Elements and Common Expenses and for the purchase, lease, sale or other expenses resulting from the purchase or lease of a Home.

Section 8. Other Accounts.

The Board of Managers shall maintain any other accounts it shall deem necessary to carry out its purpose including a reserve account and working capital account. The funds in the reserve account are to be used exclusively for future major capital improvements of the Condominium.

Section 9. Determination of Common Expenses and Fixing of Common Charges.

The Board of Managers shall from time to time, and at least annually, prepare a budget for the operation of the General Common Elements and any Limited Common Elements that have been delegated to the Condominium to repair, maintain and replace as provided for in the Declaration of Condominium and/or these By-Laws as well as Common Expenses of the Condominium, determine the amount of the Common Charges payable by the Homeowner(s) to meet the Common Expenses and other expenses applicable thereto, and allocate and assess such Common Charges and Common Expenses among all the Homeowners in proportion to their respective Percentage of Common Interest in the Condominium as reflected in Schedule A of the Declaration of Condominium or as provided below.

Notwithstanding the above, as provided in Section 339-m of the Condominium Act, Common Charges and/or Special Assessments, no matter how classified, may be adjusted based on allocations in accordance with sub-metering, contract allocations and usage (both projected and actual) for the Common Expenses, no matter how classified, based on special or exclusive use or availability or exclusive control of particular Homes or Common Elements by particular Homeowners. In the event of any dispute as to the allocation of the Common Charges such dispute shall be submitted for arbitration pursuant to the provisions of Article XII of the By-Laws of the Condominium.

Common Expenses of the Condominium shall include but not be limited to the Common Expenses referred to in Article VI, Section 3 of these By-Laws.

The Board of Managers shall advise all Homeowners promptly, in writing, of the amount of Common Charges and Common Expenses payable by each of them, respectively, as determined by the Board of Managers, as aforesaid, and shall furnish copies of the budget on which such Common Charges and Common Expenses are based, to all Homeowners.

The Sponsor, its successor, assignee and/or designee shall be responsible for the Common Charges and/or assessed against each Home owned by the Sponsor, its designee, assignee and/or successor until such Home is transferred to a bona fide purchaser.

ARTICLE VII. INSURANCE AND INSURANCE TRUSTEE

Section 1. Insurance to be Carried by the Board of Managers.

The Board of Managers shall be required to obtain and maintain, to the extent obtainable from generally acceptable insurance carriers, the following insurance: blanket property insurance, liability insurance as provided below, flood insurance (if applicable), fidelity bond coverage and worker's compensation, insuring all of the Common Elements, no matter how classified and the Homes in a Building of the Condominium (except land, foundations, excavation and other items normally excluded from coverage) including fixtures, to the extent they are part of the Common Elements of the Condominium, building service equipment and supplies and other common personal property belonging to the Condominium. In addition, any fixtures, equipment or other property within or part of the Homes which are to be financed by a mortgage (regardless of whether or not such property is part of the Common Elements, but not including wall, ceiling or floor decoration, furniture, furnishings or other personal property supplied or installed by the Homeowners), contained therein, covering the interest of the Condominium, the Board of Managers and all Homeowners and their mortgagees, as their interest may appear, in an amount equal to the full replacement value of a Building, exclusive of land, foundation, excavation and other items normally excluded from coverage. Each of such policies shall be in favor of the Condominium and shall contain a New York standard mortgagee clause in favor of each mortgagee of a Home which shall provide that the loss, if any, there under shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee as defined below, hereinafter set forth; and such other insurance as the Board of Managers may determine. All such policies shall provide that adjustment of loss shall be made by the Board of Managers with the approval of the Insurance Trustee, and that the net proceeds thereof, if $100,000 or less, shall be payable to the Board of Managers, and if more than $100,000 shall be payable to the Insurance Trustee. Each Homeowner and each Homeowner's mortgagee, if any, shall be beneficiaries of the policy to the extent of the Percentage of Common Interest applicable to said Home.

The blanket property insurance as provided above will commence with the Closing of Title to the first Home.

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 Homeowners or of the invalidity arising from any acts of the insured or any Homeowners and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days prior written notice to all of the insured, including all mortgagees of a Home. 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 a Home at least ten (10) days prior to expiration of the current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Managers shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of a Building, including all the Common Elements appurtenant thereto to determine the amount of fire insurance to be erected pursuant to this Section.

All policies must also provide for the following: recognition of any, Insurance Trust Agreement; a waiver of the right of subrogation against Homeowners individually; that the insurance is not prejudiced by any act or neglect of individual Homeowners which is not in the control of such Homeowners collectively; and that the policy is primary in the event the Homeowner has other insurance covering the same loss. All policies shall include the standard form of a “Special Condominium Endorsement” or its equivalent. All policies shall include an “Agreed Amount Endorsement” and, if available, an “Inflation Guard Endorsement”.

The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Managers may from time to time determine, covering the Common Elements, each Member and Officer of the Board of Managers, the managing agent, and each Homeowner. Such public liability coverage shall also cover cross liability claims of one insured against another. Until the first meeting of the Board of Managers following the first annual Homeowners meeting, such public liability insurance shall be a minimum of $1,000,000 covering all claims for bodily injury, deaths and property damage arising out of one occurrence in connection with the operation, maintenance or use of the Common Elements, and legal liability arising out of lawsuits related to employment contracts of the Condominium. Such policies must provide that they may not be cancelled or substantially modified, by any party, without at least ten (10) days' prior written notice to the Condominium and to each holder of a first mortgage on any Home in the Condominium which in listed as a scheduled holder of a first mortgage in the insurance policy. Such coverage may also include protection against such other risks as are customarily covered with respect to condominiums similar in construction, location, and use, including, but not limited to, host liquor liability, employer’s liability insurance, contractual and all-written contract insurance, and comprehensive automobile liability insurance. Such public liability insurance shall commence on the closing of title to the first Home.

In addition to the above, blanket fidelity bonds shall be required to be maintained by the Condominium for all officers, directors and employees of the Condominium and all other persons handling or responsible for, funds of or administered by the Condominium. In the event a management agent has the responsibility for handling or administering

funds of the Condominium, the management agent shall be required to maintain fidelity bond coverage for its officers, employees and agents handling or responsible for funds of, or administered on behalf of the Condominium. Such fidelity bonds shall name the Condominium as an obligee and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Condominium or the management agent, as the case may be, at any given time during the term of each bond. In no event may the aggregate amount of such bonds be less than a sum equal to *3* months aggregate assessments on all Homes plus reserve funds. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions. The premiums on all bonds required herein, except those maintained by the management agent, shall be paid by the Condominium as a Common Expense. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least 10 days' prior written notice to the Condominium or Insurance Trustee. Such bonds shall also provide that, if applicable, the Federal National Mortgage Association, (“Fannie Mae”) Servicers on behalf of Fannie Mae, also receive such notice of cancellation or modification.

Homeowners shall be required to carry individual insurance on their Homes as provided in Section 4 below.

Section 2. The Insurance Trustee.

The Board of Managers on behalf of the Condominium, shall name an authorized representative, including any trustee with whom the Condominium may enter into any Insurance Trust Agreement or any successor to such trustee (each of whom shall be referred to herein as the “Insurance Trustee”) who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance and to perform such other functions as are necessary to accomplish this purpose subject to the adjustment of loss provision contained in the first paragraph of this Section 1 of Article VII. The Insurance Trustee shall be a bank, trust company, attorney or other permitted company located in the State of New York designated by the Board of Managers. All costs associated with the Insurance Trustee shall constitute a Common Expense of the Condominium. In the event the Insurance Trustee resigns or fails to qualify, the Board of Managers shall designate a new Insurance Trustee which shall be a bank, trust company, attorney or other permitted company located in the State of New York. The Insurance Trustee shall have a capital, surplus and undivided profits of $10,000,000 or more.

Section 3. Restoration or Reconstruction After Fire or Other Casualty.

In the event of damage to or destruction of a Building as a result of fire or other casualty (unless seventy-five [75%] percent or more of the Homes are destroyed or substantially damaged and seventy-five [75%] percent or more of the Homeowners do not duly and promptly resolve to proceed with repair or restoration), the Board of Managers shall arrange for the prompt repair and restoration of a Building (including any damaged Home, and any kitchen or bathroom fixtures initially installed or changed therein by the Sponsor, any heating, air conditioning or other service machinery which is covered

by insurance but not including any wall, ceiling or door decorations or coverings or other furniture, furnishings, fixtures or equipment installed or changed by Homeowners in the Homes), and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a Common Expense and the Board of Managers may assess all the Homeowners for such deficit as part of the Common Charges.

If seventy-five (75%) percent or more of the Homes are destroyed or substantially damaged and seventy-five (75%) percent or more of the Homeowners do not duly and promptly resolve to proceed with repair or restoration, the Property shall be subject to an action for partition at the suit of any Homeowner or lienor, as if owned in common in which event the net proceeds of sale, together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration then the excess of such insurance proceeds) shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among all the Homeowners in proportion to the respective Percentage of Common Interest, after first paying out of the share of each Homeowner the amount of any unpaid liens on the Homeowner's Home, in the order of the priority of such liens.

Section 4. Homeowner Insurance.

Each Homeowner is required to carry insurance covering their contents, fixtures, personal property and improvements and betterments (collectively "Contents") and liability insurance covering their Home and extended to include the Board of Managers, the Condominium, any Managing Agent, and other Homeowners as additional insured's. Such insurance is subject to the approval of the Board of Managers in advance of the purchase of a Home, in the Board of Manager's sole discretion. The policy shall be extended to include any additional insured including but not limited to the Sponsor, other Homeowners, and any Mortgagees. All such insurance must be provided by a carrier that is recognized as a licensed admitted carrier in the State of New York with a rating equal to a Best Rating Guide of AV or better. The Board of Managers reserves the right to alter or increase the coverage required hereunder at any time and from time to time without amendment to these By-Laws. In addition to the foregoing, Homeowners are instructed to carry coverage for loss of rents, water damage, sewer and drain back up and such other coverage for their contents as they may determine to be in their best interests. The Board of Managers shall have the right to require that a Homeowner provide evidence to the Board of Managers of the insurance required herein as requested by the Board of Managers.

Section 5. General

Under no circumstances shall a Homeowner permit or suffer anything to be done or left in a Homeowner's Home which will increase the insurance rates on the Condominium.

ARTICLE VIII. RULES AND REGULATIONS

Section 1. General

In addition to the other provisions of these By-Laws, the following ("Rules and Regulations") together with such additional Rules and Regulations as may hereafter be adopted by the Board of Managers shall govern the use of the Homes and the conduct of all Homeowners and occupants thereof.

(a) All Homes shall be used for residential purposes only in accordance with municipal regulations. All rentals are subject to local zoning ordinances and any Village, Town, City, County and State requirement.

(b) No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof and all valid laws, zoning ordinances and regulations of any Village, Town, County, City or State of New York having jurisdiction thereof and all governmental bodies and/or agencies having jurisdiction thereof, shall be observed.

(c) The Common Charges and any Special Assessments shall be paid when due.

(d) Homeowners, members of their families, their employees, tenants, 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 Homeowners, or in such a way as to be injurious to the reputation of the Condominium or which interferes with the peaceful possession and proper use of the property by its residents.

(e) The Common Elements shall not be obstructed, littered, defaced, or misused in any manner.

(f) Every Homeowner shall be liable for any and all damage to the Common Elements and the property of the Condominium, which shall be caused by said Homeowner, the Homeowner's permitted lessees and occupants of such Homes, their respective family members and guests, employees or such other person for whose conduct the Homeowner is legally responsible.

(g) Maintenance.

1. Each Homeowner shall maintain and keep their Home and its appurtenant Limited Common Element in a good state of preservation, condition, repair, and cleanliness in accordance with the terms of the By-Laws.

2. Every Homeowner must perform promptly all maintenance and repair work to their own Home and any Limited Common Element for

the Homeowner's exclusive use which is their sole responsibility and, which if not done would affect the Condominium in its entirety or in a part belonging to other Homeowners, or a Building of which the Home forms a part, the Homeowner being expressly responsible for the damages and liabilities that the failure to do so may engender.

3. All the repairs to internal installations of a Home located in and servicing only that Home, such as telephones and sanitary installations shall be the respective Homeowner's sole obligation and expense.

4. No alteration, addition or change to any part of the General Common Elements or Limited Common Elements may be made and no structure or other improvement (including landscaping) may be built or placed on any portion of the General Common Elements or Limited Common Elements without the written consent of the Board of Managers.

(h) Structural Changes.

1. No Homeowner shall make any structural addition, structural alteration, or structural improvement (of either a temporary or permanent nature) in or to their Home, or any Limited Common Element for its exclusive use, without the prior written approval of the Board of Managers. The Board of Managers shall have the obligation to answer any written request by a Homeowner for approval of a proposed structural addition, alteration or improvement in such Homeowner's Home within forty-five (45) days after such request is received, and failure to do so within the stipulated time shall constitute a denial by the Board of Managers of the proposed structural addition, alteration or improvement. No Homeowner shall make any structural addition, alteration or improvement in or to any Home or any Limited Common Element without first (1) obtaining and maintaining during the course of such work such insurance as the Board of Managers may reasonably prescribe and providing the Board of Managers with a certificate of insurance prior to the commencement of the work, (2) executing and delivering to the Board of Managers an agreement, in form and substance reasonably satisfactory to the Board of Managers, setting forth the reasonable terms and conditions under which such alteration, addition or improvement may be made, including, without limitation, the days and hours during which any such work may be done and (3) executing and delivering to the Board of Managers an agreement indemnifying and holding harmless the Board of Managers, its members and officers, and all Homeowners of the Condominium from and against any liability, cost or expense arising out of or connected to such work and (4) obtaining all approvals, as

necessary, from any Village, Town, County or State Building Department or any other governmental agency having jurisdiction thereof. In the event the Board of Managers chooses to have the proposed structural addition, alteration or improvement reviewed by an independent architect, engineer and/or other professional, the Homeowner shall pay the charges of such architect, engineer and/or other professional. The Homeowner shall also bear the cost of any increased taxes or insurance premiums resulting from the structural alterations, additions, or improvements.

Any application to a building department or any other agency of or administrative authority of a Village, Town, County or State having jurisdiction thereof, for a permit to make a structural addition, alteration or improvement in or to any Home or Limited Common Elements for its exclusive use shall be completed by the Homeowner and executed by the Board of Managers only, without however, incurring any liability on the part of the Board of Managers or any individual Member of the Board of Managers, to any contractor, subcontractor or materialmen on account of such structural addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

The Board of Managers shall not use the above provisions in a way that would violate any rights a Homeowner may have pursuant to the Federal Fair Housing Act or New York State Human Rights Law.

The Board of Managers shall have the right to designate or approve a contractor to do any such work at the Homeowners' sole expense. This provision shall not apply to the Sponsor.

2. No alteration, addition, decoration or change to any part of the General Common Elements or Limited Common Elements (other than may be otherwise provided in the Declaration and/or these By-Laws) may be made and no structure or other improvement (including landscaping, other than may be otherwise provided in the Declaration and/or these By-Laws) may be built or placed on any portion of the General Common Elements and/or Limited Common Elements without the written consent of the Board of Managers.

3. The provisions contained in (i) 1 and 2 above shall not apply to Homes owned by the Sponsor or its designee until such Homes have been conveyed to a bona fide purchaser by the Sponsor or such designee. The Sponsor or its designee shall have the absolute right to make any and all structural alterations, additions or improvements to a Home, Limited Common Element or General Common Elements without the necessity of obtaining the approval of the Board of Managers.

(i) The Common Elements shall not be used for storage purposes except if specifically designated for such purposes.

(j) No Homeowner shall paint or alter the exterior surfaces of the windows, walls or doors opening out of their Home.

(k) All screen storm doors must conform to models installed by the building and may not be installed without the approval of the Board of Managers of the Condominium.

(l) The sidewalks, entrances, and roadways not be obstructed or used for any other purpose other than ingress to and egress to the Condominium or the Homes or a Building. No vehicle belonging to a Homeowner, to a family member of a Homeowner, or to a guest, tenant, subtenant, licensee, invitee, employee, or agent of a Homeowner shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from a Building.

(m) No exterior portion of the Condominium or interior public area of the Condominium is permitted to be decorated or furnished by any Homeowner in any manner.

(n) Nothing shall be hung or shaken from any doors, windows, patios, balconies, or terraces (as applicable), or placed upon the exterior windowsills of a Building, and no Homeowner shall sweep or throw, or permit to be swept or thrown, any dirt, debris, or other substance there from. The Common Elements and Limited Common Elements shall be kept free and clear of rubbish, debris, and other unsightly materials.

(o) Nothing shall be done or kept in or on any Home or in the Limited Common Elements that are designated for the exclusive use of an individual Home that will increase the rate of insurance of a Building or the contents thereof, without the prior written consent of the Board. No Homeowner shall permit anything to be done or kept in their Home or in the Limited Common Elements that are designated for the exclusive use of a Home that will result in the cancellation of insurance on a Building or the contents thereof, or that would be in violation of any Law. No Homeowner or any of the Homeowner's family members, tenants, agents, servants, employees, licenses, or visitors shall, at any time, bring into or keep in or on their Home or common areas any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Home or the Limited Common Elements that are designated for the exclusive use of a Home.

(p) No Homeowner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate

from their Home or the Limited Common Elements that are designated for the exclusive use of a Home or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Homeowners.

(q) No construction, repair work, or other installation involving noise shall be conducted in any Home except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency or approved by the Board of Managers.

(r) No Homeowner shall install any plantings in the Common Elements or the Limited Common Elements that are for the exclusive use of a Home without the prior written approval of the Board. It shall be the responsibility of the Homeowner to maintain all plantings in the Homes and Limited Common Elements to prevent any damage to floors, walls, or any other part of a Building. Homeowners shall pay for the cost of any repairs rendered necessary, or damage caused, by such plantings.

(s) Each Homeowner, at the Homeowner's sole cost and expense shall be required: (i) to maintain and repair the Homeowner's Home, including all items included in the Home, and its appurtenant Limited Common Elements (other than the portions of the Limited Common Elements expressly stated to be maintained and repaired by the Condominium) in good and proper working order, first-class condition and appearance, free of water leaks and undue air penetration, free and clear of snow, ice, water accumulation, debris and objects, and otherwise in clean, neat and sanitary condition in keeping with the high quality, character, standards and dignity of the Condominium, in accordance with all applicable laws and governmental codes, regulations, restrictions and requirements; and (ii) to perform all work: (ii-1) in a good and workmanlike manner with a quality of workmanship that meets or exceeds any relevant specific standards required by applicable law or governmental requirements, as well as locally accepted construction practices for projects comparable to the Property; and (ii-2) utilizing materials compatible with, and of at least equal or better quality to, those used in the original construction of the Home.

(t) In the event that a Homeowner fails to maintain, repair or replace its Home or any Limited Common Element for the Homeowner's exclusive use, which maintenance, repair or replacement is necessary to protect any of the Common Elements (no matter how classified), any other portions of a Building or any other Home, the Board of Managers of the Condominium shall have the right to make the necessary maintenance, repair or replacement (after the failure of said Homeowner to do so after reasonable time provided by written notice, written or oral notice of a shorter duration in the event of an emergency situation) and to charge

said Homeowner for the cost of all such repairs and/or maintenance and/or replacement. In the event the Board of Managers of the Condominium charges a Homeowner for repairs, maintenance and/or replacement to their Home or for repairs to any Home's Common Elements restricted in use to such Homeowner and the Homeowner fails to make prompt payment, the Board of Managers of the Condominium shall be entitled to bring suit thereon and, in such event, the Homeowner shall be liable for the reasonable attorneys' fees and cost of such suit or proceeding together with interest on all sums due.

(u) No ventilator or air conditioning device shall be installed in any Home without the prior written approval of the Board of Managers, which approval may be granted or refused in the sole discretion of the Board of Managers.

(v) No sign, notice, advertisement, or illumination [(including, without limitation, "For Sale," "For Lease", or "For Rent" signs)] shall be inscribed or exposed on or at any window or other part of a Building, except such as are permitted pursuant to the terms of Declaration and/or By-Laws or shall have been approved in writing by the Board of Managers or the Managing Agent. Nothing shall be projected from any window of a Home without similar approval.

(w) All radio, television, cable or other similar equipment of any kind or nature installed or used in or about each Home 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 Homeowner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.

(x) Toilets, sinks, bathtubs, showers, and other water apparatus in a Building shall not be used for any purpose other than those for which they were designed, and no sweepings, rubbish, rags, or any other article shall be thrown into the same. Any damage resulting from misuse of any toilets, sinks, bathtubs, showers, or other water apparatus in a Home shall be repaired and paid for by the owner of such Home.

(y) Each Homeowner shall keep their Home and any Limited Common Elements that are for the exclusive use of an individual Home in a good state of preservation, condition, repair, and cleanliness in accordance with the terms of the By-Laws.

(z) The agents of the Board of Managers or the Managing Agent, and any contractor or workman authorized by the Board or the Managing Agent, may enter any room in a Home or any Limited Common Element at any reasonable hour of the day, on at least one day's prior notice to the

Homeowner, for the purpose of inspecting such Home or Limited Common Element 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. Any entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Home for its permitted purposes.

(aa) The Board of Managers or the Managing Agent may retain a passkey to each Home for emergency purposes. If any lock is altered or a new lock is installed, the Board of Managers or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Homeowner is not personally present to open and permit an entry to their Home at any time when an entry therein is necessary or permissible for the health and safety and/or emergency purposes of the Condominium and/or residents of the Condominium under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Board of Managers or the Managing Agent, then the Board of Managers or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an Officer of the Condominium or an Officer of the Managing Agent) may forcibly enter such Home without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Homeowner's property).

(bb) If any key or keys are entrusted by a Homeowner, by any family member thereof, or by their agent, tenant, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for such Homeowner's Home, automobile or other item of personal property, the acceptance of the key shall be at the sole risk of such Homeowner, and neither the Board nor the Managing Agent shall be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

(cc) No Homeowner may use or shall send any employee of the Condominium or of the Managing Agent on any private business.

(dd) The Board of Managers shall, at the request of a mortgagee of the Home, report any delinquent Common Charge, Special Assessments or other Common Expenses of the Condominium due from the Homeowner of such Home.

(ee) Every Homeowner shall be liable for any and all damage to the Common Elements, which shall be caused by said Homeowner, the Homeowner's permitted lessees and occupants of Homes, their respective family members and guests and such other person for whose conduct the Homeowner is legally responsible.

(ff) Homeowners will faithfully observe the procedures established from time to time by the Board of Managers or the Managing Agent with respect to services provided and the management of the Condominium.

(gg) Homeowners will be permitted to keep dogs, cats, or other common household pets in their Home subject to the provisions of this regulation and subject to the rights of a Homeowner pursuant to any federal, state or city law or regulation. The foregoing notwithstanding, no breed or mix of dog, including American Pit Bulls, Terrier or Rottweiler, deemed to be dangerous to the safety of the residents of the Condominium shall be permitted to be kept or harbored in the Condominium or any Home. The foregoing notwithstanding, no more than two (2) dogs per Home will be permitted. No exceptions will be permitted unless the same in each instance be expressly permitted in writing by the Board of Managers of the Condominium and unless the dog is a qualified therapy support dog or animal under the Americans with Disabilities Act, the Fair Housing Act, the New York State Civil Rights Law, and/or the New York City Administrative Code ("Support Animal") required for a qualified resident, tenant and/or guest pursuant to the requirements of said statutes or codes for a Support Animal. No exotic animals such as snakes or undomesticated wild animals are permitted in a Home. No animals may be kept or maintained in a Home for any commercial purposes; and provided further that any such pet, including a Support Animal, causing or creating a nuisance or unreasonable disturbance, or noise shall be permanently removed from the Property upon fifteen (15) days written notice from the Board of Managers. All Homeowners shall advise the Board of Managers of any household pet intended to be kept in their Home prior to the household pet residing therein. In addition to the above restrictions, the Board of Managers shall have the right to further adopt additional rules and regulations regarding pets including, but not limited to limiting the number, size and type of pet including but not limited to the type of breed of such pet permitted to be kept in a Home. In no event shall any animal be permitted in any of the public corridors or lobbies of the Condominium unless carried or on leash and in compliance with the local and municipal rules and regulations regarding pets. All Homeowners shall be responsible for (i) picking up and disposing of their pet's waste; (ii) for any damage caused by their pets to any Common Elements of the Condominium; (iii) keeping their pets immunizations up to date; (iv) indemnifying and holding harmless the Condominium, all Homeowners and the Managing Agent from all claims and expenses resulting from acts of such pet; and (v) abiding by any and all Rules and Regulations applicable to the pets adopted with respect thereto; and (vi) abiding by all federal, state, city and local requirements applicable to Support Animals.

(hh) All Homeowners shall keep their thermostats at a minimum of 60 degrees Fahrenheit to prevent freezing of pipes. Any Homeowner failing to adhere to this requirement shall be responsible for any damage done to the Common Elements of the Condominium and/or any other Home.

(ii) No window guards or window decorations (other than curtains and window treatments which conform to the By-Laws) are permitted to be used in or about any Home, unless otherwise required by law, except such as will have been approved in writing by the Board of Managers. The Board of Managers shall have the right to designate or approve a contractor to do any of such work at the Homeowners' sole expense. In no event, however, shall any exterior glass surface of any windows of a Home be colored or painted. In the event window guards are required in a Home, the cost of installing the window guards shall be the sole responsibility of the Homeowner.

(jj) Entrance doors are required to be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

(kk) No group tour or exhibition of any Home or its contents may be conducted, nor will any auction sale or other sale of contents be permitted to be held in or about any Home, without the prior consent of the Board of Managers.

(ll) Complaints regarding the service of the Condominium shall be made in writing to the Board of Managers or to any Managing Agent.

(mm) No television, radio or any other type of receiving or transmitting device shall be erected on the exterior or roof of a Building or on any Limited Common Element without the prior written consent of the Board of Managers. The Board of Managers may adopt such rules and regulations pertaining to satellite dishes so as to comply with current Federal Communications Commission rules.

(nn) Any Homeowner who mortgages or sells or leases their Home shall immediately notify the Board of Managers, providing the name and address of the new mortgagee new Homeowner or tenant within thirty (30) days of the closing of the mortgage, within thirty (30) days of the execution of the Purchase Agreement of the sale of the Home for the new Purchaser or thirty (30) days prior to any tenant occupying the Home, whichever is applicable.

(oo) Homeowners, their families, guests, servants, employees, agents, visitors, tenants, sub-lessees or licensees are not permitted at any time or for any reason whatsoever to enter upon or attempt to enter upon the roofs of a Building.

(pp) Commercial license plage vehicles including trucks, trailers, vans and similar types of vehicles may not be parted in or on the Condominium overnight, except as may be permitted by the Board of Managers of the Condominium upon prior written notice of at least three (3) days.

(qq) The Board of Managers shall have the right to promulgate rules and regulations regarding the moving in and/or moving out of the Condominium by a Homeowner.

(rr) All Homeowners shall be obligated to pay at the closing of title to a Home a Working Capital Fee equal to two (2) months' Common Charges to the Condominium as a Working Capital Fund. This provision shall not be applicable to a holder of an Institutional Mortgage who acquires title by foreclosure or a deed in lieu of foreclosure but will apply to any Purchaser of a Home from a holder of an Institutional Mortgage. The Board of Managers shall have the right to revise the Working Capital Fee paid towards the Working Capital Fund by a Homeowner without amendment to the Declaration and/or By-Laws.

(ss) Regulations promulgated by the Board of Managers, as they may be amended, rescinded, modified, altered, waived, added to or repealed concerning the use of the property shall be observed by the Homeowners, provided, however, that a copy of such regulations is furnished to each Homeowner prior to the time said regulations become effective.

(tt) No person shall park or store any boat, trailer, off-track vehicle, camper, bus, snowmobile, jet skis or other recreational vehicle on the Condominium Properties, except as may be permitted by the Board of Managers of the Condominium upon prior written notice of at least ten (10) days.

(uu) No person shall park an automobile, boat, trailer, off-track vehicle, camper, bus, truck, snowmobile or other commercial or recreational vehicle (collectively "Vehicles") or otherwise obstruct any Homeowner's use of ingress or egress to any parking space, nor may any Vehicle be parked on the Common Elements of the Condominium except for automobiles parked in designated parking areas.

(vv) Parking Spaces may be used only for the purpose of parking automobiles and other permitted vehicles.

(ww) Any person parking a Vehicle illegally shall be subject to their Vehicle being towed and/or the imposition of a fine by the Condominium. In the event a Vehicle is towed, all costs associated with the removal of the Vehicle shall be paid for by the owner of the Vehicle and the Condominium shall not be held responsible for any damage to the Vehicle.

(xx) No repair of a Vehicle as referred to in (aa) above shall be made in any of the roadways, parking areas, driveways or garages of the Condominium, nor shall such areas be used for storage or overnight parking of any Vehicle as referred to in (o) above, except for a Homeowner's automobile, without the written permission of the Board of Managers of the Condominium. Automobiles shall include SUV's, station wagons or other similar types of Vehicles.

(yy) The Board of Managers shall have the perpetual right to assign parking spaces should the need arise due to compliance with ADA requirements. At no time can one Homeowner utilize more than one handicap space. No more than one vehicle per parking space is permitted at any one time.

(zz) All Homeowners will be required to register each of their automobiles with the Board of Managers upon occupancy or when requested by the Board of Managers. The Board of Managers shall have the right to adopt such other rules and regulations regarding parking as it deems appropriate for the Condominium.

(aaa) No automobile shall be parked in a marked handicapped space unless proper up to date handicapped parking permits are displayed in or on the automobile.

(bbb) No camping or camping equipment, including tents and sleeping bags are permitted on any portion of the Condominium Property.

(ccc) No vehicle of any kind is permitted to be ridden, driven or parked on any portion of the Condominium Property which is outside the border of the road and/or designated parking areas.

(ddd) No Homeowner shall do anything to the Homeowner's Home or The Properties to alter the drainage.

(eee) No hot tub, pool or similar type of equipment shall be placed or permitted on any rear patio, any balcony or on the Common Elements of the Condominium.

(fff) No open house for the sale or lease of a Home shall be permitted without the consent of the Board of Managers. The Board of Managers shall have the right to promulgate rules regarding the time and days of the week for an open house.

(ggg) No Homeowner shall install or permit to be installed any window mounted or through the wall mounted air conditioning unit in the Homeowner's Home.

(hhh) No Homeowner shall install any lawn decorations in the Common Elements or the Limited Common Elements that are for the exclusive use of an individual Home without the prior written approval of the Board of Managers.

(iii) All Homeowners shall be responsible for all repairs, maintenance and any replacement and all costs associated therewith to any sump pump and drain appurtenant to or in a Homeowner's Home or in the portion of the basement that is assigned to each Homeowner as a Limited Common Element.

(jjj) No gas grills or charcoal fired grills are permitted on any part of the Condominium Property, including any rear patios or balconies, unless permitted by the Board of Managers of the Condominium and as long as such use of gas grills or charcoal fired grills are not in violation of any municipal requirements, local law or fire codes.

(kkk) Planting of fruits or vegetables is absolutely prohibited in or on any Common Element, General or Limited.

(lll) Any interior alterations or improvements made to a Home shall be made in accordance with all applicable rules, regulations, permits and zoning ordinances of any governmental agencies having jurisdiction thereof.

(mmm)Upper floor Homes must cover 80% open floor area with carpeting or area rugs**. This does not include areas underneath beds, sofas or entertainment centers. It also does not include kitchens or bathrooms. The Board of Managers of the Condominium shall have the right to inspect all upstairs Homes upon reasonable notice to a Homeowner to insure compliance with this requirement.**

(nnn) Any consent or approval given under these Rules and Regulations applicable to the Homes may be amended, rescinded, modified, added to, or repealed at any time by resolution of the Members of the Board. Any such consent or approval may, in the discretion of the Members of the Board or the Managing Agent, be conditional in nature.

Section 2. Violations of Rules and Regulations.

(a) Upon receipt, by the President of the Board of Managers or by the Managing Agent, of a signed written complaint alleging violation of any of the Rules

and Regulations or other provisions of the By-Laws or the Declaration of Condominium as herein established or hereafter established or adopted by the Board of Managers, the Board of Managers shall make a determination as to the validity of the complaint.

(b) If, it is determined that the complaint is valid and justified the Managing Agent, if any, or the Board of Managers if no Managing Agent, shall be directed to send written notice to the Homeowner who violated the Rules and Regulations or other provisions of the By-Laws or the Declaration of Condominium (the "Violating Homeowner") levying a reasonable fine as determined by the Board of Managers upon the Violating Homeowner and instructing the Violating Homeowner to stop, curtail, correct or eliminate the violation, if applicable, within a period of five (5) days from the date of receipt of such notice. Such fine is to be considered as an additional Common Charge obligation to the account of the Violating Homeowner and shall be treated as such regarding late penalties and a lien upon the Property as elsewhere provided for in the Declaration of Condominium or By-Laws. If the violation is not stopped, curtailed, corrected, or eliminated, the Board of Managers may assess additional fines in an amount determined by the Board of Managers and may continue to levy additional fines against the Violating Homeowner in a reasonable amount determined by the Board of Managers every thirty (30) days thereafter. The initial fine and any additional fines shall be cumulative. If the violation results in loss of or damage to property classified as a Common Element, the Board of Managers shall itself or direct a Managing Agent, if employed, to have said loss or damage repaired or replaced and the actual cost of said repair or replacement shall be assessed to the Violating Homeowner as an additional Common Charge.

(c) In addition to the right to issue fines for violations of the Rules and Regulations as provided above the Board of Managers shall be entitled to any other remedies that may be available to the Board of Managers to enforce the Declaration of Condominium, the By-Laws and/or the Rules and Regulations of the Condominium.

Section 3. Costs.

Any costs incurred by the Board of Managers to remedy or cure any violation of the Rules and Regulations, By-Laws or Declaration of Condominium as herein or hereafter established, shall be an additional Common Charge charged to the Violating Homeowner in addition to the fine(s) levied upon the Violating Homeowner as described herein. In the event a Homeowner's tenant violates the provisions of any Rule and Regulation or any other provision of the By-Laws, fines may be levied against a Homeowner's tenant, and the Homeowner shall be jointly and severally liable with the Homeowner's tenant for the payment of same. All leases for a Home are required to contain a provision giving the Board of Managers authority to assess fines against the tenant of a Homeowner for any violations of a Rule or Regulation adopted by the Board

of Managers and provides that the Homeowner shall be jointly and severally liable with the Homeowner's tenant for the payment of same.

In the event the Board of Managers institutes legal action for the collection of any fines for the enforcement of any of the provisions of the Declaration, By-Laws and/or Rules and Regulations of the Condominium, then the Defendant shall be responsible for payment of reasonable attorney's fees of the Condominium, plus interest and costs of suit.

Section 4. Board of Managers Right to Change Rules and Regulations.

Except as may be otherwise provided in this Article VIII, the Board of Managers shall have the following rights:

(a) The Board of Managers reserves the right to add, amend, rescind, modify, alter, waive, repeal or add, as to one or more Homeowners, residents, occupants, lessees, guests and any other person residing in the Condominium, any Rule or Regulation at any time when, in the reasonable judgment of the Board of Managers, the Board of Managers deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Condominium or the preservation of good order therein, or for the operation or maintenance of the Condominium or the equipment thereof, or the comfort of the Homeowners, residents, occupants, lessees, guests or others in the Condominium. No amendment, rescission, repeal, modification, alteration, waiver or addition of any Rule or Regulation in respect of one Homeowner, resident, occupant lessee, guest or other person residing in the Condominium will operate as an amendment, repeal, modification, rescission, alteration, waiver or addition in respect of any other Homeowner.

(b) Any consent or approval given under these Rules and Regulations may be amended, rescinded, modified, waived, added to, or repealed at any time by resolution of the Board of Managers. Further, any such consent or approval may, in the discretion of the Board of Managers or the Managing Agent, be conditional in nature.

Section 5. Sponsor.

The above provisions shall not apply to the Sponsor unless required: (a) to comply with applicable laws or regulations, or (b) to remedy any notice of violation.

Section 6. Complaints

Complaints regarding the service of the Condominium shall be made in writing to the Board of Managers or to the Managing Agent.

ARTICLE IX. DEFAULT

In the event a Homeowner does not pay any Common Charges, Special Assessments, fines, late fees or any other sums, charges or assessments required to be paid when due, as determined by the Board of Managers, the Board of Managers, acting on behalf of the Condominium shall notify the Homeowner and the mortgagee, if any, of such Home and may place a lien on such Home pursuant to the provisions of Section 339-z of the Real Property Law of the State of New York.

In the event a Homeowner does not remit payment of their Common Charges, Special Assessments, fines or any other sums, charges or assessments required to be paid when due, the Homeowner shall be required to pay all late fees and other fees as provided for in Article VI, Section 2 of these By-Laws or elsewhere in the Declaration and/or By-Laws.

The Board of Managers may take action to foreclose any lien for past due Common Charges, Special Assessments, late fees, fines or any other sums, charges or assessments required to be paid, in accordance with Section 339-aa of the Real Property Law or other applicable statute. In any such foreclosure the Homeowner shall be required to pay a reasonable rental for the Home for any period prior to sale pursuant to judgment of foreclosure and sale and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same.

During the period of time the Sponsor retains a majority of the seats of the Board of Managers, the Sponsor will cause the Board of Managers to file a lien as provided for in Section 339-aa of the Real Property Law on Homes in which Sponsor is more than thirty (30) days in arrears of Common Charges, Special Assessments, or any other sums, charges or assessments required to be paid.

The Board of Managers (on behalf of the Homeowners), at the Board of Managers option, shall have the right to bring suit to recover a money judgment for unpaid Common Charges Special Assessments, fines, late fees or any other sums, charges or assessments as determined by the Board of Managers without foreclosing or waiving the lien securing such unpaid Common Charges Special Assessments, fines, late fees or other sums, charges or assessments. In such an event the Homeowner shall be liable for the reasonable costs and reasonable attorney's fee incurred by it incident to the collection of the unpaid Common Charges Special Assessments, fines, late fees or any other sums, charges or assessments as determined by the Board of Managers.

Notwithstanding anything contained herein regarding the Common Charges, Special Assessments, fines, late fees or any other sums, charges or assessments as determined by the Board of Managers, any foreclosure by a holder of an Institutional Mortgage shall be subject to the provisions of Article VI, Section 2 of these By-Laws.

ARTICLE X. AMENDMENTS

These By-Laws may be altered, amended or added to at any duly called Homeowners meeting; provided: (a) that the notice of the meeting shall contain a full statement of the proposed amendment; (b) that the amendment shall be approved by not less than sixty-six and two-thirds (66⅔%) percent of the Homeowners in number and Percentage of Common Interest and (c) said amendment shall be set forth in a duly recorded amendment to the Declaration. In addition, the following shall apply to amendments to the By-Laws:

(a) No amendment shall be passed which will affect or impair the validity of the Homeowners' interest in a Home.

(b) No amendment, modification, addition or deletion of, to or from the By-Laws or any Rules and Regulations shall be effective in any way against Sponsor or its designee, assignee or successor or any Unsold Home, as long as the Sponsor, its designee, assignee or successor owns an Unsold Home in the Condominium unless Sponsor, its designee, assignee, or successor has given its prior written consent thereto. This provision is not subject to amendment.

(c) The Board of Managers shall have the right to amend these By-Laws without the consent of the Homeowners to make corrections to the By-Laws that are patent errors, inconsistencies, scrivener's errors and technical errors. In connection therewith, each Homeowner upon becoming a Homeowner shall be deemed to grant an irrevocable power of attorney, coupled with an interest, to the Board of Managers to amend these By-Laws for said purposes.

(d) No amendment to the By-Laws shall be passed which shall impair or prejudice the validity, interest, rights and priorities of a mortgagee.

(e) The Sponsor shall have the right to amend the By-Laws without the consent of the Homeowners or the Board of Managers to (a) make corrections that are patent errors, inconsistencies, scrivener's errors or technical errors, to conform to other documents, or (b) to make changes or revisions to comply with the requests, guidelines and/or requirements of any major participant in the secondary market for mortgages, including but not limited to the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Federal Housing Association ("FHA") of the Housing and Urban Development ("HUD"), the Veterans Administration ("VA") and/or any State or Local Funding Agencies, or (c) to reduce the Sponsor control period of the Board of Managers, or (d) to comply with any federal, state or local law or regulation that may affect the Condominium. In connection therewith, each Homeowner upon becoming a Homeowner shall be deemed to grant an irrevocable power of attorney, coupled with an interest, to the Declarant, its

successors, assigns and purchasers of undeveloped or unsold Homes to amend these By-Laws for said purposes.

(f) In addition, in the case of material changes, approval must be obtained from first mortgage holders representing at least fifty-one (51%) percent of the votes of Homes that are subject to first mortgages. A change to any of the following would be considered as material: voting rights; method of assessments, assessment liens, or subordination of assessment liens; responsibility for maintenance and repairs; reallocation of interests in the General or Limited Common Elements, or rights to their use; convertibility of Homes into Common Elements or vice versa; expansion or contraction of the project, or the addition, annexation or withdrawal of property to or from the project; insurance or fidelity bonds; revisions to the leasing provisions of Homes contained in Article XI of these By-Laws; imposition of any restrictions on a Homeowner's right to sell or transfer the Homeowner's Home; restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents; any action to terminate the legal status of the project after substantial destruction or in the event condemnation occurs; or any provisions that expressly benefit mortgage holders, insurers or guarantors. An addition or amendment to these By-Laws shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. Any eligible mortgage holder who received a written request by certified or registered mail, return receipt requested, to approve amendments who does not deliver to the Condominium a negative written response within sixty (60) days of the receipt of the request shall be deemed to have approved such amendment.

ARTICLE XI. SELLING, MORTGAGING AND LEASING HOME

Section 1. Selling and Leasing Homes.

Any Home may be conveyed or leased, subject to the leasing requirements contained in Section 2, subject to local zoning ordinances, by its Homeowner free of any restrictions except that no Homeowner shall convey, mortgage, pledge, hypothecate, sell or lease their Home unless and until all unpaid Common Charges, Special Assessments, late fees, fines or any other sums, charges or assessments required to be paid that have been assessed against the Homeowner's Home shall have been paid to the Board of Managers of the Condominium. However, such unpaid Common Charges, Special Assessments, late fees, fines or any other sums, charges or assessments required to be paid that have been assessed against the Homeowner's Home can be paid out of the proceeds of the sale of a Home, or by the Grantee. Notwithstanding the above any Homeowner who wishes to enter into a lease for the Homeowner's Home shall be required to provide the Board of Managers of the Condominium with a copy of the lease prior to its execution. All leases must comply with all the requirements contained in

Section 2 below. Failure to comply will be deemed an automatic violation of the By-Laws of the Condominium. Further, any Homeowner may convey the Homeowner's Home and common interest appurtenant thereto, to the Board of Managers on behalf of all Homeowners free of any cost to the Board or the Homeowners and upon such conveyance such Homeowner shall not be liable for any Common Charges thereafter accruing against such Home. Any sale or lease of any Home in violation of this section shall be voidable at the election of the Board of Managers.

Whenever the term "Home" is referred to in this section, it shall include the Home, the Homeowners undivided interest in the Common Elements and the Homeowners interest in any Homes acquired by the Board of Managers. I

Section 2. Leasing Requirements for Homes.

Except as noted in Sections 6 and 7, every lease on every Home in the Condominium is subject to the provisions of this Section 2 and the following rules and regulations, regardless of whether stated in the lease:

(a) No later than thirty (30) days prior to execution of a lease or any renewal lease, the Homeowner must provide the Board of Managers of the Condominium with a copy of the lease, name of the proposed tenant and terms of the lease, credit and background check (including criminal background), a minimum of two (2) referrals and any other information that may be requested by the Board of Managers;

(b) the lease must be in writing;

(c) the lease must be for the entire Home;

(d) the lease must have a minimum term of twelve (12) months. Renewal terms shall also have a minimum term of twelve (12) months;

(e) the form of the lease and any renewal lease must contain a provision that the tenant has thoroughly read and agrees to be subject to the Declaration, the By-Laws and Rules and Regulations of the Condominium and agrees to accept the power of attorney of the Condominium to evict the tenant for any violation by the tenant of the Declaration, the By-Laws and the Rules and Regulations of the Condominium and agrees to be jointly and severally liable with the Homeowner for any and all fines and costs levied against the tenant for any violation of the provisions of the Rules and Regulations, By-Laws and/or Declaration of Condominium;.

(f) the use of the premises is subject to the Declaration and the By-Laws of the Condominium and the Rules and Regulations of the entire Condominium;

(g) within thirty (30) days of occupancy by the tenant or renewal of any lease, the name and telephone number of the tenant, together with a clear and complete copy of the executed lease, must be furnished to the Managing Agent or if no Managing Agent to a Member of the Board of Managers of the Condominium;

(h) the Home cannot be used as a youth hostel, Airbnb, bed and breakfast, motel, hotel and/or for any other transient type of use;

(i) no Homeowner, Resident or tenant shall be permitted to place any signs for rent in or on the Home or the Common Elements of the Condominium;

(j) all leases and tenants are subject to all municipal requirements applicable to rentals, if any; and

(k) if any Homeowner (landlord) or tenant is in violation of any of the provisions of the Declaration or By-Laws, or both, including any Rules and Regulations, the Board of Managers of the Condominium may bring an action in its own name or in the name of the Homeowner, or both, to have the tenant evicted or to recover damages, or both.

The Board of Managers, in its sole discretion, may add or change any of the criteria in this Section 2 with respect to the requirements of leasing Homes.

In order to carry out the provisions of this Article X and pursuant to the provisions of Article Fourteenth of the Declaration of Condominium each Homeowner shall upon becoming a Homeowner grant an irrevocable power of attorney, to nominate, designate, constitute and appoint the Members of the Board of Managers of the Condominium and their successors, jointly, their true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in their name and on their behalf, the right to act in their behalf to take any and all action necessary against any tenant(s) that may be residing in a Homeowner's Condominium Home including but not limited to, the right to seek an eviction in a court of law for failure to adhere to any of the provisions of the Declaration of Condominium, By-Laws and/or Rules and Regulations of the Condominium. The remedy provided by this subsection is not exclusive and is in addition to any other remedy or remedies available to the Board of Managers of the Condominium. If permitted by present or future law, the Condominium may recover all of its costs, including court costs and reasonable attorney's fees, and these costs shall be a continuing lien on the Home that shall bind the Home in the hands of the then Homeowner and the Homeowner's successors and assigns. The Board of Managers of the Condominium shall give the tenant and the Homeowner written notice of the nature of the violation of the Rule and Regulation, and thirty (30) days from the mailing of the notice in which to cure the violation before the Board of Managers of the Condominium may file for eviction.

The foregoing restrictions of Sections 1 and 2 of this Article XI shall not apply to Sponsor-owned Homes or any mortgagee acquiring title to a Home, in a foreclosure or otherwise. The Sponsor, its successors, assignees or designees and any mortgagee acquiring title to a Home in a foreclosure or otherwise shall have the right to freely sell their Home or to freely lease all or any part thereof as long as the lease and use by a tenant is compliant with the permitted use of the Home under applicable zoning and occupancy requirements.

Any Homeowner acquiring title from the Sponsor, from a mortgagee or on a resale of a Home will be subject to all the provisions of this Section 2.

Section 3. Waiver of Partition Rights.

The Homeowners waive all of their voting rights concerning partition respecting any Home acquired by the Board of Managers in accordance with this Article.

Section 4. Gifts, etc.

Any Homeowner may convey or transfer their Home owned by such Homeowner by gift during the Homeowner's lifetime or devise their Home by will or pass the same by intestacy, without restriction.

Section 5. Tenant Bound by Declaration.

By becoming a tenant, each tenant agrees to be bound by the Declaration, the By-Laws and the other Rules and Regulations of the Condominium and recognizes and accepts the right and the power of the Condominium to evict the tenant for any violation by the tenant of the Declaration, the By-Laws and the other Rules and Regulations of the Condominium. Each lease on a Home shall be required to include a provision providing for the above.

Section 6. Lenders.

To protect first mortgage lenders and to encourage first mortgage lenders to make loans on Homes in the Condominium, only subsections (c), (f), (g), (h), (i), (j) and (k) of Section 2 of this Article XI shall apply to a first mortgage lender who has title to the Home through (a) foreclosure of its first mortgage on the Home; or (b) a deed in lieu of foreclosure of its first mortgage on the Home. Any subsequent Homeowner of a Home who has acquired or been conveyed a Home from the first mortgage lender is subject to all the terms of this Article XI. In addition, the provisions of Article Twelfth of the Declaration of Condominium regarding an Institutional Mortgage shall be applicable regarding unpaid Common Charges accrued before acquisition of title of a Home by the mortgagee.

Section 7. Sponsor.

The foregoing restrictions of Sections 1 and 2 of this Article XI shall not apply to Sponsor owned Homes. The Sponsor, its successors, assignees or designees shall have the right to freely sell their Home or to freely lease all or any part thereof without any interference or any restrictions by the Board of Managers as long as the lease and use by a tenant is compliant with the permitted use of the Home under applicable zoning and occupancy requirements.

Section 8. Section 339-kk of the Real Property Law.

Pursuant to the provisions of Section 339-kk of the Real Property Law of the State of New York, any non-occupying Homeowner who rents any Home in the Condominium

and fails to make payments due for Common Charges, Special Assessments, fines, late fees or any other sums, charges or assessments as determined by the Board of Managers for such Home within sixty (60) days of the expiration of any grace period after they are due is subject to the following: Upon notice in accordance with the statute, all rental payments from the tenant shall thereafter be directly payable to the condominium association. The provisions of Section 339-kk of the Real Property Law shall control any dispute pursuant to this provision of the By-Laws.

Section 9. No Discrimination.

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 or regulations.

ARTICLE XII. ARBITRATION

Section 1. Procedure.

Any matter required or permitted to be determined by arbitration pursuant to the terms of the Condominium Documents shall be submitted for resolution by a single arbitrator in a proceeding held in the local jurisdiction of the Condominium in accordance with the then existing rules of the American Arbitration Association or any successor organization thereto. In the event that the American Arbitration Association shall not then be in existence and has no successor organization, any such arbitration shall be held in New York City before one arbitrator appointed, upon the application of any party by the Real Estate Board of New York.

Section 2. Variation by Agreement.

The parties to any dispute required or permitted to be resolved by arbitration pursuant to the terms of the Condominium Documents may, by written agreement, vary any of the terms of Section 1 hereof with respect to the arbitration of such dispute or may agree to resolve their dispute in any manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as “New York Simplified Procedure for Court Determination of Disputes”.

Section 3. Binding Effect.

The decision in any arbitration conducted pursuant to the terms of Section 1 and 2 hereof shall be binding upon all of the parties thereto and may be entered in any court of appropriate jurisdiction.

Section 4. Costs and Expenses.

The fees, costs and expenses of the arbitrator shall be borne by the losing party in the arbitration or, if the position of neither party to the dispute shall be substantially upheld by the arbitrator, such fees, costs and expenses shall be borne equally by the disputants. Each disputant shall also bear the fees and expenses of his counsel and expert witnesses.

All costs and expenses paid or incurred by the Condominium Board of Managers in connection with any arbitration held hereunder, including, without limitation, the fees and expenses of counsel and expert witnesses shall constitute Common Expenses.

ARTICLE XIII. CONDEMNATION

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 the Insurance Trustee if the award is more than $50,000 and to the Board of Managers if the award is $50,000 or less, to be distributed in accordance with Section 3 of Article VII but in the following amounts:

(a) So much of the award as is applicable to the General Common Elements, to the Homeowners pro rata according to the respective Percentage of Common Interest appurtenant to the Home owned by such Homeowners.

(b) So much of the award as is applicable to the Limited Common Elements, to the Homeowner having general use of such Limited Common Element.

In such eminent domain or condemnation proceeding the Board of Managers shall request that the award set forth the amount allocated to General Common Elements, and to each Limited Common Element. In the event the award does not set forth such allocation then the question of such allocation shall be submitted to the arbitration in accordance with Article XII of these By-Laws. Any condemnation or eminent domain award shall require that any proceeds applicable to a Home be applied first to a first mortgagee of a Home as its interest may appear.

ARTICLE XIV. SPONSOR RIGHTS

Section 1. Sales/Rentals.

The Sponsor, its nominees and agents, shall have the right and privilege to maintain general and local sales and rental offices in and about the Condominium, including any Unsold Homes located within the Condominium Building or elsewhere throughout the project, and shall have the right and privilege to have their representatives, employees and agents present on the Condominium premises to show the Homes to

prospective purchasers or tenants, to utilize the Common Elements, no matter how classified, and without limitation, to do any and all things necessary incident to the sale or rental of the Homes, without charge or contribution other than in the form of Common Charge payments as otherwise provided for herein.

Notwithstanding anything to the contrary contained in the Declaration of Condominium and/or these By-Laws, no Managing Agent, Board of Managers, nor any agent, member, or representative thereof, shall prevent, impede, or interfere with the sale or transfer of any Home or the rental of any Home by the Declarant, its successor(s), assignee(s), and/or designee(s), nor shall any charge or fees (including transfer fee, flip tax, and/or application fees) be imposed on the Declarant, its successor(s), assignee(s), and/or designee(s), by any Managing Agent, the Board of Managers, or any agent, member, or representative thereof, regarding any sale or transfer of a Home or rental of a Home by Declarant, its successor(s), assignee(s), and/or designee(s).

Section 2. Signs/Ingress/Egress.

The Sponsor shall have the right to continue to employ signs of its choice upon the Condominium premises in its efforts to construct, sell and lease the Homes, or any other property, development, or community the Sponsor, its successors, assigns or designees so prescribe. 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 no matter how classified.

Section 3. Additional Rights.

The Sponsor, its successor, assignees, designees, nominees and agents shall, in addition to the above, have any additional rights afforded to the Sponsor, its successors, assignees, designees, nominees and agents in these By-Laws, Rules and Regulations and the Declaration of Condominium.

Section 4. Amendment

This Article XIV may not be modified or amended without the written consent of the Sponsor so long as the Sponsor continues to own one (1) or more unsold Homes.

ARTICLE XV. MISCELLANEOUS

Section 1. Insurance

Under no circumstances shall a Homeowner permit or suffer anything to be done or left in a Homeowner's Home which will increase the insurance rates on the Home or any other Home or on the Common Elements.

Section 2. Severability.

Should any of the covenants, terms or provisions herein imposed be void or be or become unenforceable at law in equity, the remaining provisions of these By-Laws shall, nevertheless, be and remain in full force and effect.

Section 3. Notice to Condominium.

A Homeowner, who mortgages the Home, shall notify the Condominium through the management agent, if any, or the Board of Managers in the event there is no management agent, of the name and address of the Homeowner's mortgagee; and the Board of Managers shall maintain such information in a book entitled "Mortgagees of Homes".

Section 4. Notice of Unpaid Assessments.

The Board of Managers shall at the request of a mortgagee of a Home, report any unpaid Common Charges due from the Homeowner of such Home.

Section 5. Examination of Books and Records.

Every Homeowner or the Homeowner's representative and mortgagee shall be entitled to examine the books and records of the Condominium on reasonable notice to the Board of Managers at convenient hours on weekdays (except legal holidays) but not more often than once a month. Said hours are to be determined by the Board of Managers or Managing Agent.

Section 6. Costs of Legal Action

In the event the Board of Managers institutes any legal action for the enforcement of any of the provisions of the Declaration of the Condominium, By-Laws and/or Rules and Regulations of the Condominium, then the Defendant shall be responsible for payment of reasonable attorney's fees of the Board of Managers on behalf of the Condominium, plus interest and costs of suit, except in instances where the Defendant is deemed the prevailing party in any litigation or adversarial proceeding.

Section 7. Reports to Homeowners

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

(a) a financial statement of the Condominium prepared by a certified public accountant or public accountant by a specific date; such statement shall be certified while the Sponsor retains a majority of the Members of the Board of Managers and such statement shall be provided within four (4) months of the end of each fiscal year;

(b) prior notice of the Annual Meeting of the Homeowners; and

(c) a copy of the proposed annual budget of the Condominium within thirty (30) days of the date set for adoption by the Board of Managers. While Sponsor is in control of the Board of Managers such budget will be certified in accordance with the regulations of the Department of Law.

During the Sponsor Control Period of the Board of Managers of the Condominium, the Sponsor shall be required to provide certified financial statements for the Condominium. The cost of such reports shall be a Condominium Common Expense. In addition, during said period the Sponsor will be required to provide a Certification of Adequacy of the budget for the Condominium from a Managing Agent or other expert who is unaffiliated with the Sponsor.

Section 8. Construction.

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter; singular or plural; wherever the context so requires.

Section 9. Compliance with Article 9-B.

These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Laws of the State of New York. In case any of these By-Laws conflict with the provisions of said Statute or of the Declaration, the provisions of the Statute or of the Declaration, whichever the case may be, shall control.

SCHEDULE L-1

SPONSOR CERTIFICATION

CERTIFICATION BY SPONSOR AND SPONSOR'S PRINCIPALS
PURSUANT TO 13 NYCRR 20.4 (b)

State of New York
Department of Law
28 Liberty Street, 21st Floor
New York, New York 10005

RE: PARSONS CORNERS AT LYNBROOK CONDOMINIUM

We are the Sponsors and the Principals of the Sponsors 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. Department of Law in Part 20, and such other laws and regulations as may be applicable.

We have read the entire offering plan. We have investigated the facts set forth in the offering plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the offering plan does, and that documents submitted hereafter by us which amend or supplement the offering plan will:

(i) set forth the detailed terms of the transaction and be complete, current and accurate;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(iii) not omit any material fact;

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

(v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

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

(vii) not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

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

SPONSOR:

161 UNION LLC

By: _____
William Geier, Managing Member

Sworn to before me this
21 of NOV 2024

_____
Notary Public

Dina Andriello
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01AN6364554
Qualified in Nassau County
Commission Expires 11/19 2025

SPONSOR'S PRINCIPALS:

_____
William Geier

Sworn to before me this
21 of NOV, 2024

_____
Notary Public

Dina Andriello
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01AN6364554
Qualified in Nassau County
Commission Expires 11/19/2025

_____
Jason Genna

Sworn to before me this
21 of NOV, 2024

_____
Notary Public

Dina Andriello
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01AN6364554
Qualified in Nassau County
Commission Expires 11/19/2025

_____
Jessica Schaffer

SCHEDULE L-2

CERTIFICATION OF SPONSOR'S ENGINEER AND ARCHITECT

Northcoast Civil LAND SURVEYING & CIVIL ENGINEERING

THOMAS BREMEN, P.L.S.

MICHAEL RANT, P.E.

SPONSOR'S ENGINEER CERTIFICATION
PURSUANT TO 13 NYCRR 20.4 (c)

February 20, 2025

State of New York
Department of Law
Office of the Attorney General
Real Estate Finance Bureau
28 Liberty Street, 21st Floor
New York, NY 10005-1413

RE: **PARSONS CORNERS AT LYNBROOK CONDOMINIUM**

Gentlepeople:

The sponsor of the offering plan to convert the captioned property to condominium ownership retained me/our firm to prepare a report describing the construction of the property (the "Report"). I/we examined the building plans and specifications that were prepared by Northcoast Civil dated February 13, 2025 and prepared the Report dated February 13, 2025, a copy of which is intended to be incorporated into the offering plan so that prospective Purchasers may rely on the Report.

I am/we are a licensed engineer in the state in which the property is located.

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

I/We 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/We certify that the Report:

(i) sets forth in narrative form the description and/or physical condition of the entire property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that I/we examined;

(ii) in my/our professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of the property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that I/we examined;

Northcoast Civil LAND SURVEYING & CIVIL ENGINEERING

THOMAS BREMEN, P.L.S.

MICHAEL RANT, P.E.

(iii) does not omit any material fact;

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

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

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

(vii) does not contain any representation or statement which is false, where I/we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; (d) or did not have knowledge concerning the representation or statement made.

I/We further certify that I am/we are not owned or controlled by and have no beneficial interest in the sponsor and that my/our compensation for preparing this Report is not contingent on the conversion of the property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

Very truly yours,

Signature of Individual or Name of Firm

By: MICHAEL RANT

Name of Individual if prepared by Firm

OWNER

Title or Position if prepared by Firm

Sworn to before me this
February day of 20, 2025.

Laura Encarnacion

Notary Public

LAURA ENCARNACION
Notary Public, State of New York
Registration #01EN6369930
Qualified In Nassau County
Commission Expires Jan. 22. 2026

TOC ARCHITECTS
TODD O'CONNELL ARCHITECT P.C.

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C (516) 658-0325
www.tocarchitects.com
todd@tocarchitects.com

SPONSOR'S ENGINEER OR ARCHITECT CERTIFICATION PURSUANT TO 13 NYCRR 20.4 (c)

Date: February 20th, 2025

State of New York
Department of Law
Office of the Attorney General
Real Estate Finance Bureau
28 Liberty Street, 21st Floor
New York, NY 10005-1413

RE: **PARSONS CORNERS AT LYNBROOK CONDOMINIUM**

Gentlepeople:

The sponsor of the offering plan to convert the captioned property to condominium ownership retained me/our firm to prepare a report describing the construction of the property (the "Report"). I/we examined the building plans and specifications that were prepared by TOC Architects dated 2/20/2025 and prepared the Report dated 2/20/2025, a copy of which is intended to be incorporated into the offering plan so that prospective Purchasers may rely on the Report.

I am/we are a registered architect/licensed engineer in the state in which the property is located.

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

I/We 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/We certify that the Report:

(i) sets forth in narrative form the description and/or physical condition of the entire property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that I/we examined;

(ii) in my/our professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of the property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that I/we examined;

(iii) does not omit any material fact;

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

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

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

(vii) does not contain any representation or statement which is false, where I/we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; (d) or did not have knowledge concerning the representation or statement made.

I/We further certify that I am/we are not owned or controlled by and have no beneficial interest in the sponsor and that my/our compensation for preparing this Report is not contingent on the conversion of the property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

Very truly yours,

Todd O'Connell Architect PC
Signature of Individual or Name of Firm

By: _____
Signature of Individual if prepared by Firm

Architect
Title or Position if prepared by Firm

Sworn to before me this
20th day of February, 2025.

_____
Notary Public

KAREN MELENDEZ
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01ME0011938
Qualified In Suffolk County
Commission Expires August 14th, 2027

SCHEDULE L-3

CERTIFICATION OF SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET

Black Diamond Realty

401 Franklin Avenue, Suite 104
Garden City, New York 11530
Tel: (516) 334-2146
Fax: (516) 493-9162

CERTIFICATION OF ADEQUACY OF OPERATING BUDGET PURSUANT TO 13 NYCRR 20.4 (d)

Date: February 25, 2025

State of New York
Department of Law
120 Broadway - 23rd Street
New York, NY 10271

RE: Parsons Corners at Lynbrook Condominium

Gentlepeople:

The Sponsor of the Condominium Offering Plan for the captioned property retained our firm to review Schedule B containing projections of income and expenses for the first year of condominium operation. Our experience in this field includes twenty years experience as a real estate broker, and property manager of commercial property and condominium associations.

Black Diamond Realty has previously been involved with the management of the following residential projects: Doubleday Court Condominium, The Seasons at Dix Hills Condominium and The Seasons at Elwood Home Owners Association.

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

We have reviewed the Schedule and investigated the facts set forth in the Schedule and the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

We certify that the projections in Schedule B appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

We certify that the Schedule:

(i) sets forth in detail the projected income and expenses for the first year of condominium operation;

(ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;

(iii) does not omit any material fact;

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

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

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

(vii) does not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the Sponsor. We understand that a copy of this Certification is intended to be incorporated into the Offering Plan. This statement is not intended as a guarantee or warranty of the income and expenses for the first year of condominium operation.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Very truly yours,

By: _____
Richard Cohn, President

Sworn to before me this
25 day of February, 2025

_____
Notary Public

Dina Garfield
Notary Public, State of New York
No. 01GA6214753
Qualified in Nassau
Commision Expires 12/21/20 25

SCHEDULE M

SECTION 339-KK OF THE REAL PROPERTY LAW

The Real Property Law is amended by adding a new Section 339-kk to read as follows:

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

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

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

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

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

This act may be enforced by any party by means of a special proceeding brought pursuant to Article 4 of the Civil Practice Law and Rules.