
**CONDOMINIUM OFFERING PLAN
105 DIAMOND STREET CONDOMINIUM**

**A PLAN FOR CONDOMINIUM OWNERSHIP OF
PREMISES KNOWN AS**

**105 DIAMOND STREET
COUNTY OF KINGS, CITY OF NEW YORK
BROOKLYN, NEW YORK 11222**

4 RESIDENTIAL CONDOMINIUM UNITS

OFFERING PRICE OF 4 RESIDENTIAL UNITS OFFERED FOR SALE.....\$ \$	7,274,860.00
TOTAL OFFERING PRICE..... =..... \$ \$	7,274,860.00

**SPONSOR AND SELLING AGENT:
105 DIAMOND STREET LLC
113B SUTTON STREET,
BROOKLYN, NY 11222**

**ATTORNEYS FOR SPONSOR:
N.C. CALLER, P.C.
4309 13TH AVENUE
BROOKLYN, NEW YORK 11219
(718) 438-2525**

DATE OF ACCEPTANCE FOR FILING:

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

SEE PAGE 1 FOR SPECIAL RISKS TO PURCHASERS.

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

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

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

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PART II

Document No. 1:	Description of Property and Specifications
Document No. 2:	Purchase Agreement
Document No. 3:	New York State and New York City Tax Forms
Document No. 4:	Form of Unit Owner's Power of Attorney
Document No. 5:	Form of Condominium Unit Deed
Document No. 6:	Declaration of Condominium
Document No. 7:	Condominium By-Laws
Document No. 8:	Form of Lease Agreement
Document No. 9:	Warranties on the Sale of New Homes
Certifications:	Sponsor and Principal
	Architect
	Budget Expert

A. SPECIAL RISKS

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

(A) Robert Scarano is the architect who prepared the Description of Property and Architect's Certification together with Neville Patel, a licensed Professional Engineer (P.E.), with an address at 68-42 Springfield Blvd, Bayside, NY 11364. Neville Patel has provided an engineer certification as well.

Purchasers are advised that Robert M Scarano can no longer file plans with the NYC Department of Buildings (DOB). In the Enforcement and Violations section of the DOB website, it is posted that "Scarano Robert RA #017739 has a Revocation of DOB Filing Privileges. The revocation was effective as of March 3, 2010. Therefore, it is a Special Risk to purchase units in the building without exercising due diligence in making sure that the premises is reviewed by a licensed professional for property space distribution.

Neville Patel, of Neville Engineering Group, 68-42 Springfield Blvd, Oakland Gardens, Queens, NY 1136, a licensed professional engineer (P.E.) for over thirty years is an independent contractor for Mr. Scarano's architecture firm. In addition to the preparation of the Description of the Property with Mr. Scarano, Mr. Patel has prepared, signed and sealed the floor plans and filed the plans with the Department of Buildings. See Section Z, "Identity of the Parties, for more information.

The Department of Building's action was based on a Report and Recommendation dated March 1, 2010 by Administrative Law Judge Joan R. Salzman, who was designated to conduct a hearing on charges and specifications that were served upon Mr. Scarano in May 2008, October 2008 and February 2009. Hearings were held in April and May 2009 before Judge Salzman. The Commissioner of the Department of Buildings, Robert D. LiMandri adopted Judge Salzman's Report and Recommendation in its entirety, including her findings of fact and penalty recommendation and found Mr. Scarano in violation of the provisions of law cited in the Report and Recommendation.

In the report, Judge Salzman found that Mr. Scarano made false statements in documents filed with the NYC Department of Buildings in violation of Administrative Code Section 28-211.12., and recommended that Commissioner Robert D. LiMandri refuse to accept any documents signed by Mr. Scarano and submitted to the DOB that he be excluded from DOB programs for limited supervisory check and/or professional certification of applications.

The report made note to specific applications, stating that in his application for 145 Snediker Avenue, Brooklyn, NY, Mr. Scarano "submitted photographs to the Department with the intent to deceive,

that his submission of a survey was similarly done with fraudulent intent, and that [he] ‘intended to obtain DOB approval by filing these false documents.’ In regard to his filings for 158 Freeman Street and 1037 Manhattan Avenue, Brooklyn, NY, the report stated he “knowingly made false and/or misleading statements to the Department concerning: the lot size; zoning floor area; a community facility use that neither existed nor was actually planned for this property...and [that you misrepresented] in writing to a senior officer of the Department that all audit objections to [your] plans has been answered and the plans were ready to be ‘audit accepted,’ knowing that this statement was untrue; all for purposes of building bigger structures than were permitted by the Zoning Resolution, without the necessary parking, and in violation of the longstanding and clear size, bulk, population density, parking and open space requirement in New York City zoning regulations designed to ensure the appropriate use of residential space in urban neighborhoods so that the character of neighborhoods in preserved and protected from encroachments on legal uses.”

During the Department’s investigation of 32 of Mr. Scarano’s projects, Mr. Scarano agreed to voluntarily surrender his self certification privileges for all future projects and instead each project would be reviewed by a panel from the Department of Buildings in order to prevent any questions of professional interpretations of zoning. Of the 32 projects that were under review, all were subsequently accepted and Certificate of Occupancies were issued for all such projects.

In 2013, Mr. Scarano agreed to a voluntary suspension of his license with the New York State Office of the Professionals. He was not issued a fine or probation. His license was reinstated the following year and has been in good standing since.

Mr. Scarano has retained attorneys who will be handling his appeal to have his bar lifted. As of the date of this Offering plan, an appeal has not been filed.

(B) Sponsor is reserving the unconditional right to rent rather than sell units after consummation of the plan. There is no commitment by Sponsor to sell more than 15% or one (1) unit which is necessary to declare the plan effective. One unit constitutes 25% of the Residential Units offered pursuant to the plan. Sponsor will endeavor in good faith to sell rather than rent all the units. If all purchasers used for purposes of declaring the plan effective do not close, the plan will be declared effective again regardless of whether the declaration has been recorded.

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 the units in a building be sold before the lender will consider making a loan. Thus, it may be possible for a purchaser to experience difficulty obtaining a loan in a building where the sponsor has not sold a substantial percentage of the apartments in the building which in some cases may be as high as 70%. Moreover, some lenders will not provide financing in a building where an investor other than the original sponsor has an ownership interest of 10% or more. Even once a building undergoes conversion, lenders may still impose minimum sales requirements before granting a loan. It then may be difficult for a purchaser to resell an apartment if prospective buyers are unable to obtain a loan due to such minimum sales requirements. See Sections entitled “Introduction” and “Effective Date” for further details.

(C) Since the board does not have the right to approve or disapprove purchasers, there is no limit on the number of owners who may purchase for investment rather than for personal occupancy. Accordingly, there may always be a substantial percentage of owners who are non-residents and purchasers should note that owner-occupants may never gain effective control of the condominium. In addition, after Sponsor relinquishes control, board members are not required to be owner-occupants or members of an owner-occupant's family. Purchasers for their own occupancy may never gain control of the Board of Managers pursuant to the terms of this plan. Owners for investment and owner-occupants have inherent conflicts of how to operate the Condominium and how to manage the Board due to the inherent differences in their ownership and occupancy. In addition, since Sponsor is obligated to sell only 15% of the units in this building, there may be a substantial number of residents who are non-owners. See Section "Introduction".

(D) Sponsor expects the First Closing to occur by January 1, 2026. Purchasers will be offered a right of rescission if: (i) the actual date of the First Closing; or (ii) the projected date of the First Closing occurs later than December 30, 2026, which is twelve months after the currently projected date for the First Closing. If the plan is amended to provide for a later projected date for the First Closing, purchasers who enter into a contract of sale after the amendment will be entitled to an offer of rescission if the first closing occurs more than 12 months beyond that amended, later date. Purchasers will have at least 15 days from the presentation of an offer of rescission within which to elect to rescind.

In addition, even if the first closing occurs before Jan 1, 2026, the Sponsor may schedule the closings of title to other units significantly later than such date. Unless your purchase agreement contains an outside closing date, the Sponsor is not obligated to schedule your closing within any specified time frame or to ensure that closing of title to your unit will occur by any date certain. Provided 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, Purchaser will not be entitled to a right of rescission or to make claims against Sponsor for damages or losses as a result of delays in closing and will not be excused from paying the full purchaser price of the unit. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT. In the event, however, the Sponsor cannot convey title to the unit on or before twelve (12) months from the date of the purchase agreement or the date of the projected budget at the time the purchase agreement was entered into, whichever occurs sooner, affected purchasers will be offered a right of rescission. See "Procedure to Purchase."

(E) After the plan has been declared effective, Sponsor will serve a notice setting a closing date that is at least 30 days after the date of such notice. TIME IS OF THE ESSENCE to close on such date. Time of the Essence shall mean that Purchaser must satisfy the condition by the date indicated on the notice of closing or else forfeit his down payment. The failure to close on such date may result in Purchaser losing his down payment. Sponsor must give Purchaser 30 day written notice of default before forfeiture of the Deposit may be declared. Any remainder will be returned to Purchaser within

ten (10) business days thereafter. Sponsor has the right to postpone the closing date and to fix a new closing date within a reasonable time period. See Section “Procedure to Purchase” and “Definitions”.

(F) In the event Purchaser does not close on the Closing Date set forth in the Notice of Closing and Sponsor elects not to cancel the Contract, or if Sponsor approves Purchaser's request to adjourn closing of his apartment, interest shall accrue on the unpaid amount of the purchase price from the Closing Date or adjourned closing date until such amount is paid. The interest rate shall be ten percent (10%) per annum. This rate shall be in effect for as long as there are any unpaid amounts owing towards the full purchase price. See "Procedure to Purchase" for details.

(G) Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a permanent certificate of occupancy (“PCO”) covering the entire building but with only a temporary certificate of occupancy (“TCO”), and sometimes with several successive TCOs. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and PCOs are issued by the New York City Department of Buildings (“DOB”). A TCO is intended to indicate that the property is safe for occupancy, but not all of the construction work and/or inspections have been performed, or that not all required documents have been submitted to the DOB. TCOs have an expiration date, typically 90 days after the date of issuance. A TCO is intended to indicate that the property conforms substantially to the DOB approved plans and specifications, and to the requirements of all applicable laws, rules, and regulations for the uses and occupancies specified in the TCO. No change of use or occupancy shall be made unless a new certificate of occupancy is issued. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units. In New York City, it is common for sponsors to commence closings when some or all units are covered by a TCO rather than a PCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof and ultimately for obtaining a PCO covering the entire building within two years from the date of the issuance of the first TCO at its own cost and expense. However, Sponsor and its principals make no representation or guarantee that DOB will issue the PCO within such two-year period. **NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE PCO WITHIN SUCH TWO-YEAR PERIOD WHILE KEEPING THE TCO CURRENT.** Unit owners and the Board shall be obligated to cooperate with and refrain from obstructing sponsor in these undertakings. Buyers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have a PCO. A factsheet is available at http://www.nyc.gov/html/dob/downloads/pdf/co_factsheet.pdf. See “Rights and Obligations of Sponsor” for further information.

(H) Purchaser is responsible for the following costs at closing, in addition to the purchase price and other closing costs and adjustments listed in Section “Unit Closing Costs and Adjustments”:

(i) Although the Sponsor is statutorily obligated to pay the Real Property Transfer Tax due to the City of New York, (13 NYCRR 20.3(s)(1)), the Purchaser shall pay this tax pursuant to the contract agreement. This tax is in the amount of one percent (1%) of the total purchase price of

the unit, if under \$500,000.00; and 1.425% of the total purchase price of the unit if \$500,000.00 or over. Purchaser shall also pay for the New York State Deed Documentary stamps (currently \$2.00 per \$500.00 or a fractional portion thereof of the purchase price) imposed by statute on the transferors of the property. Additionally, Purchaser shall pay a Mansion Tax due to the State of New York in the amount of one percent (1%) for transfers of \$1,000,000.00 or more. For purposes of calculating the transfer taxes to be paid, for the New York City Real Property Transfer Tax, consideration includes the transfer taxes paid by Purchaser; however, for the New York State Transfer Tax, in the case of a conveyance of residential real property and where the Transfer Tax imposed is paid for by the Purchaser pursuant to a contract for sale, the amount of Transfer Tax calculated will be excluded from the calculation of consideration subject to Tax. See "Unit Closing Costs and Adjustments".

(ii) Purchaser shall pay a fee of \$3,500.00 to N.C. Caller P.C., 4309 13th Avenue, Brooklyn NY 11219 for services rendered in connection with preparing documents. Should Sponsor's counsel be required by Purchaser or its representatives to attend a Closing outside their office, purchaser will be responsible for paying an attendance fee of \$1,000.00. In addition, there shall be a fee of \$350.00 per hour if the duration of the closing exceeds two (2) hours due to the fault of purchaser or its representatives. There is an additional fee of \$350.00 for any work in connection with obtaining a mortgage including the filling out of mortgagees' condominium questionnaires and answering potential mortgagees' questions. There shall be a fee of \$200.00 if e-forms for New York City Real Property Transfer Tax are prepared by Sponsor's attorney. See "Unit Closing Costs and Adjustments".

(iii) Purchaser will be required to deposit with the Board two (2) months' common charges for his unit to be used as working capital. See Section "Working Capital Fund".

(iv) At closing, Sponsor will collect each purchaser's pro-rated share in the first year's insurance premium from the date of the closing until the end of the first year of operation. This amount will be calculated in proportion to each purchaser's common interest and will be used to reimburse Sponsor for payment of the first year's premium. Purchasers will also pay the second year's premium in proportion to their common interest as part of monthly common charges. The board and the sponsor will not adjust for insurance. See "Unit Closing Costs and Adjustments."

(I) Each unit owner is responsible for the payment of electricity and gas costs of the individual unit. See Schedules B and B-1.

(J) The purchaser of a unit may partially finance the purchase of such unit by obtaining a mortgage loan for the purchase price. However, notwithstanding Exhibit B annexed to the Purchase Agreement, the obligations of a purchaser under the Purchase Agreement are not conditional on obtaining financing. Any prospective Purchaser who executes a purchase agreement and does not obtain financing may lose his entire down payment if unable to pay the purchase price. Sponsor may, however, at its sole option, consent to permit a mortgage contingency if the prospective purchaser makes an application to an institutional lender for a loan in an amount not more than 75% of the purchase price or such other amount as to which the parties may agree. Sponsor makes no

representation as to the availability or cost of such financing. Prospective purchasers who will need financing to purchase are advised to consult with a bank before execution of a Purchase Agreement to ascertain the likelihood of obtaining financing. No representation is made by Sponsor as to the availability or cost of such financing. See 'Purchase Agreement,' in Part Two (2), Document Two (2).

The obligations of Purchaser hereunder are conditioned upon issuance on a date which is on or before forty-five (45) days from date the Purchaser receives an executed Purchase Agreement ("Mortgage Contingency Expiration Date"), of a written commitment from any Institutional Lender (which shall include a mortgage banker and broker) pursuant to which such Institutional Lender agrees to make a first mortgage loan to Purchaser, at Purchaser's sole cost and expense, of an amount equal to seventy-five percent (75%) of the purchase price or such lesser sum as Purchaser shall be willing to accept, or such other sum as to which the parties may agree, at prevailing interest rates for a term of at least thirty (30) years and no other customary commitment terms, whether or not conditional upon any factors other than an appraisal satisfactory to the Institutional Lender.

If Sponsor consents to permit a mortgage contingency, purchaser shall make an application for a mortgage within two (2) weeks of the date of the fully executed purchase agreement, following which Purchaser must perform all requirements set forth in Section "Procedure to Purchase", subsection "Secured Loan Condition Rider". See said section for details. See also Exhibit B to the Purchase Agreement, "Terms of Secured Loan Condition Rider" for complete terms of the mortgage contingency.

In the event that the Sponsor agrees to a mortgage-contingent purchase agreement, time is of the essence with respect to the Purchaser's obligations under the mortgage application process. If Purchaser fails to give timely notice of cancellation, then Purchaser shall be deemed to have waived the right to cancel the contract and to receive a refund of the Deposit. The contract will remain in full force and effect and the mortgage contingency will no longer apply. In addition, Seller may, at its option, cancel the contract and thereafter neither party shall have any further rights against or obligations or liabilities to, the other by reason of this contract, and upon cancellation the down payment and unexpended sums for special work ordered shall be promptly refunded to Purchaser.

The purchaser will have the right to terminate the Purchase Agreement and be refunded all monies deposited thereunder, without interest, and unexpended sums for special work ordered in the event:

(a) an institutional lender fails, despite Purchaser making an application in good faith and satisfying the conditions of paragraph (C)(3), above, to issue its commitment on the terms described above within 45 days (or such other period as the Sponsor may permit, in Sponsor's sole discretion), provided the purchaser gives notice of termination not later than five (5) business days after the expiration of the aforementioned period. In such event, if Seller has reasonably determined there is a high probability that Purchaser will be approved for a mortgage commitment with equal or better terms than those applied for under the original commitment, the Seller may, at its option within fifteen (15) days after receipt of the notice of rejection or expiration of the contingency period, whichever the case may be, cause Purchaser to submit an application together with the required fees

to another Institutional Lender and Purchaser shall be required to accept the commitment under the same terms and conditions as stated above. The terms of such commitment will be equal to or better than the terms originally sought by the purchaser; or

(b) the commitment issued by the lender is not funded by the closing, due to factors outside of purchaser's control, provided the purchaser gives notice of termination no later than ten (10) days before the scheduled closing unless purchaser's loan commitment is not funded through no fault of purchaser and purchaser did not receive sufficient notice and is therefore unable to give notice to Sponsor within ten days of closing; or

(c) If a Purchaser's obligations are contingent on obtaining a financing commitment and the financing commitment lapses or expires prior to closing, and the purchaser has made a good faith effort to extend the commitment, Sponsor must grant to such Purchaser a right of rescission and a reasonable period of time to exercise the right.

(K) In order to resolve any dispute, controversy, claim or question arising with respect to the Condominium (with the exception of disputes arising under the Housing Merchant Implied Warranty) or the Purchase Agreement (which includes a clause permitting disputes regarding the disposition of down payments or advances received by Sponsor be submitted to arbitration), or to break any deadlock in voting, the dispute or question involving the aforementioned matters shall be submitted to arbitration through the American Arbitration Association ("AAA"), which will give any party the rights he is entitled to under New York law. The arbitration proceeding will follow the rules of the AAA. The arbitrator will be neutral and independent of Sponsor and its principal and will be designated by the AAA. The hearing will take place in the county where the building is located. The parties to the purchase agreement are giving up the right to bring suit in court, including the right to a trial by jury, concerning disputes over the disposition of escrowed funds, except as provided by the rules of the arbitration forum in which a claim is filed. The decision of the arbitrators so chosen shall be given within thirty (30) days after their selection or appointment and said decision shall be final and binding. A party's ability to have a court reverse or modify an arbitration award is very limited. The ability of the parties to obtain documents, witness statements and other discovery may be more limited in arbitration than in court proceedings. The arbitrators may not have to explain the reason for their award. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. Unlike litigation, New York law does not authorize the filing of a notice of pendency based on ongoing arbitration proceedings. The fees, costs and expenses of the arbitrators shall be shared equally by the disputants. Each disputant shall also bear the fees and expenses of his or her own counsel and expert witnesses. Nothing in this paragraph shall be construed to preclude any purchaser's right under Article 23-A of the GBL. The Board shall follow the directions of the Arbitrators. The panel will have the authority to file their decision with the Court under the New York Arbitration Law and Article 75 of the CPLR. Any decision rendered shall be final and conclusive upon the parties and a judgement thereon may be entered in a Court of competent jurisdiction. The decision shall be and enforceable in a court of competent jurisdiction. A party's ability to have a court reverse or modify an arbitration award is very limited. if the arbitration proceeding concerns an escrow dispute under the purchase agreement, a deposit shall not be released from escrow until at least ninety (90) days has elapsed from the issuance of a final arbitration award

(see CPLR § 7511). If the purchaser brings a proceeding pursuant to CPLR § 7511 to vacate the award, the funds must remain in escrow until that proceeding is finally adjudicated. For further information, the rules of the arbitration forum may be found at: www.adr.org/Rules. See Section “Procedure to Purchase,” Article 10 of the Bylaws, and the Purchase Agreement for details.

(L) The units will be prepared so that a temporary or final certificate of occupancy will be issued prior to closing. Sponsor is providing each unit with a Bosch dishwasher, Bosch range, Bosch refrigerator, as well as a Bosch washer and Bosch dryer. Purchasers will not need to supply these appliances separately, as they are included with the unit purchase. Sponsor is not providing blinds or shades to the Units. It will be the responsibility of the Unit Owners to provide them at his or her own cost. See “Introduction” and “Description of Property”.

(M) The approximate floor area of each unit calculates the square footage from the outside of the exterior walls to the centerline of the partitions separating one unit from another unit and to the exterior of a partition separating the unit from a common area, and from the top of the floor to the underside of the ceiling. Accordingly, they include the area of the interior walls of the unit, and the actual livable area of the units is significantly less than the area set forth in Schedule A. All areas and dimensions are approximate within reasonable tolerances and are subject to immaterial construction variances and tolerances. Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the offering plan. A decrease in a unit’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 5% or less is not material. See “Notes to schedule A”.

(N) No purchaser shall have the right to occupy a Unit purchased by him prior to Closing unless Sponsor agrees to permit such occupancy under an interim lease. See “Interim Leases” for further discussion. The risk of loss from fire and other casualty remains with Sponsor until the purchaser is conveyed legal title or occupies the unit. As such, in the event such purchaser becomes a tenant pursuant to an Interim Lease prior to closing, and the unit is damaged, unless the cause thereof originated outside the unit and did not result from the acts of the purchaser or other occupants of the unit or such purchaser's guests, invitees, or workmen, purchaser shall assume the risk of loss and the obligation to repair the damage in excess of insurance proceeds. As such, an Interim Lessee should confer with an insurance advisor prior to occupying the unit. A person in possession who is not an owner cannot insure the unit since he or she has no ownership interest and the unit cannot be doubly insured. See Section “Interim Leases.”

(O) After closing, if a Unit is damaged by casualty and the insurance proceeds are insufficient to cover the cost of the repair of the Unit, the amount necessary to restore the Unit exceeding the insurance proceeds will be the individual Unit Owner’s expense. In addition, this coverage does not include claims for personal injury or property damage occurring within a Unit. Unit Owner’s should consider obtaining personal injury or property damage occurring within a Unit. Moreover, Unit Owners should consider obtaining at their own cost: (a) additional fire insurance coverage above and beyond the coverage maintained by the Board; and (b) additional insurance cost covering the contents of the Unit, personal property, and liability for personal injury as a result of occurrences in

the Unit. A person in possession who is not an owner cannot insure the unit since he or she has no ownership interest and the unit cannot be doubly insured. See sections “Footnotes to Schedule B” and “Rights and Obligations of Unit Owners” for details.

Except as set forth above, all other risk of loss or damage in excess of insurance proceeds prior to Closing is assumed by Sponsor, but Sponsor shall not be obligated or liable to repair the damage. Sponsor shall be notified by the Board of damages within fifteen (15) days of the occurrence of the damage and will make a determination whether or not to repair the damage within fifteen (15) days of receipt of said notice. If Sponsor or (in the event the Declaration is filed) the Unit Owners do not elect to repair the damage, the Purchase Agreement will be cancelled and be of no further force or effect. Thereafter, the purchaser will be refunded all purchase monies paid to Sponsor with interest earned thereon, if any, within thirty (30) days. If Sponsor elects to repair or replace the loss or damage, the Purchase Agreement shall continue in full force and effect; Purchaser shall not have the right to reject title to the Unit or to receive a credit against, or abatement in, the purchase price; Sponsor shall be entitled to a reasonable period of time to complete such repairs or replacement; and purchaser shall not be required to pay the balance of the purchase price unless and until (i) the Unit has been repaired in compliance with the offering plan and the repairs result in a condition that is Equal or Better Quality than immediately prior to the casualty, (ii) essential services (such as gas, electricity, and heat) and a reasonable means of ingress and egress to the Street have been restored and (iii) any condition in the Unit for which a violation (if any) is noted or issued has been corrected, other than those that are the obligations of the tenant to cure or that are caused by the act or omission of the tenant. Sponsor will remove subsequent to closing all violations of record which it is obligated to correct. Additionally, if Sponsor elects to repair or replace the loss or damage and the purchase agreement is contingent on the purchaser obtaining financing, if, after making a good faith effort to extend the term of the commitment to enable to sponsor to repair the damage, an extension is not obtained, the purchaser will be afforded a right of rescission.

(P) All Unit Owners shall severally indemnify each member of the Board against any liability or claim, contractual or otherwise, except those arising out of the bad faith, willful misconduct or gross negligence of such member or that are contrary to law or the terms of the Declaration or the By-Laws. However, the liability of any Unit Owner on account of the indemnification of the Board will be limited to such proportionate share thereof as the Common Interests of such Unit Owner bear to the aggregate Common Interests of all Unit Owners. See Section “Rights and Obligations of Unit Owners”.

(Q) The escrow account in which down payments or advances made by purchasers will be placed is covered by federal bank deposit insurance up to \$250,000.00 per individual deposit. Any deposit in excess of \$250,000.00 will not be insured in excess of \$250,000.00. If Purchaser has other accounts at the bank or branches, the assets in all of Purchaser’s accounts will be aggregated together with the escrow deposit accounts for the purpose of determining whether the maximum FDIC insured amount is achieved. See Section “Procedure to Purchase” for further details.

(R) All funds received by Sponsor for upgrades or extras must initially be placed in the escrow account. However, purchasers should note that such funds may be released from the escrow account

by the escrow agent as long as Sponsor uses the funds for such upgrades or extras. As a result, in the event a purchaser is entitled to rescission, purchaser will not receive a refund of any funds actually used for upgrades or extras, unless the plan is abandoned. See Section "Procedure to Purchase" for details.

(S) No representation is made that the initial working capital fund will be adequate to cover current or future expenses, including repairs or replacements, and if additional funds are required, the Board may increase common charges or assess unit owners. See Section "Working Capital Fund" for details.

(T) Sponsor is establishing a separate reserve fund to provide for major capital improvements. The reserve fund contributions shall be collected monthly as part of common charges and will be deposited into the reserve fund account. At all times, 10% of the common charges shall be deposited into the reserve fund account. At this time, Sponsor has no knowledge of any capital improvements that may have to be made during the first five years of condominium operation. If the amount in the reserve fund is inadequate to cover major capital improvements needed, there may be an increase in common charges or special assessments. See "Reserve Fund."

(U) Sponsor reserves the right to modify certain agreements, as described herein, during the Initial Control Period. Sponsor may renew and replace existing service, maintenance, employment concessionaire and other agreements and insurance policies, and enter into new agreements and policies that will be binding on the Board on the closing date. Sponsor may not unilaterally change the terms of the offer. Services must remain comparable to what is in the budget. Any such new agreement which has the effect of materially increasing common charges or is binding on the board of managers will be disclosed by a duly filed amendment to this plan. See Section "Notes to Schedule B".

(V) As provided in the Bylaws, Sponsor will retain control of the Board until five (5) years from the date of the first closing or until Sponsor owns less than fifty percent (50%) of the units in the condominium, whichever is sooner. The Owners of each residential unit shall appoint one (1) representative to the board after the expiration of the Initial Control Period. If two (2) or more Persons own a Unit, they shall designate in writing to the Board one (1) person amongst them to vote on behalf of their Unit and the vote of such designee shall be binding upon all owners. Purchasers for their own occupancy may never gain control of the Board of Managers under the terms of this plan. Owners for investment and owner-occupants may have inherent conflicts on how to operate the condominium due to inherent differences between owner occupancy and investment. After the Initial Control Period, there is no provision in the Bylaws that a majority of board members must be owner-occupants or members of an owner-occupant's household who are unrelated to sponsor and its principals. After the initial control period, as each of the four (4) unit owners will appoint a board member, it will not be necessary for an election of board members at any time. If two (2) or more Persons own a Unit, they shall designate in a writing to the Board one (1) person amongst them to vote on behalf of their Unit and the vote of such designee shall be binding upon all owners. If a Unit does not collectively appoint a board member, the individual listed as owner on the deed for such unit, or the authorized representative of an entity listed as owner on the deed for

such unit shall be appointed as that board member. Upon a deadlock of the Unit Owners, the longest owning Unit Owner, not including the Sponsor, shall cast an additional vote to break the deadlock. However, once the initial control period is over, regardless of how many units the Sponsor owns, the Sponsor will only be able to appoint one (1) board member to the board, in order to ensure that Sponsor is not able to control the Board after the initial control period has run. As such, after the expiration of the initial control period, in the event Sponsor owns three (3) units, then the Board shall consist of only the Sponsor or Sponsor's designated board member and the unit owner of the fourth unit. Upon a deadlock in such circumstance, the Unit Owner of said fourth unit shall have the deciding vote. See Section "Control By Sponsor".

(W) During the Initial Control Period, the Declaration, By-Laws and Rules and Regulations may not be amended or modified so as to adversely affect Sponsor or its designee without the prior written consent of every Unit Owner affected by such amendment, including Sponsor or its designee. See Section "Control by Sponsor" for details.

(X) Unit Owners must notify the Managing Agent or Board in writing when a Child or Children under the age of Eleven (11) years lives or resides (even temporarily) in the Unit. Each Residential Unit Owner shall install provided child safety guards for operable windows with sills less than three (3) feet high above the floor. The required Window Guards in all windows of the Unit shall not be removed until permitted by the law in any event, without the full knowledge of the Managing Agent. See the Architect's Description of Property in Part II of the Plan.

(Y) No bond or other security has been posted to secure sponsor's obligations. See "Rights and Obligations of Sponsor".

(Z) The Housing Merchant Implied Warranty applies to this offering. This warranty is an addendum to the Purchase Agreement. Pursuant to Article 36-B of the General Business Law (the "GBL"), Sponsor has elected to limit the Housing Merchant Implied Warranty. Sponsor's Limited Warranty is limited to actual purchasers and their successors who acquire title to the subject Unit by will or the governing intestacy laws. Sponsor's obligation, regardless of any limitations in the warranty or the offering plan, cannot go below the duty to construct the premises in accordance with all applicable codes, filed plans and specifications, and locally accepted building practices for items which are not covered by codes. Languages on Warranties in this offering plan must be in accordance with Section 777-a (New York Housing Merchant Implied Warranty) and Section 777-b (New York Exclusion or Modification of Warranties) on sales of new homes of the NY GBL. Any exclusion or modification that does not meet or exceed a 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. 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 also be considered void. See Section "Rights and Obligations of Sponsor".

(AA) Any Interim Lease will provide that an uncured default by the purchaser under his Purchase Agreement will automatically constitute a default under the Interim Lease and Purchaser shall have only the grace period stated under the Purchase Agreement to cure the default under both

instruments. Before the Sponsor may utilize the default under the lease to declare a default under the purchase agreement, the Sponsor must either obtain an order of eviction or other judgement or order from a Court of agency of competent jurisdiction against the lessee unless the lessee has vacated the Unit. See “Interim Leases”.

(AB) Any Unit Owner, including Sponsor, may, by conveying his or her unit without consideration to the Board and complying with certain conditions set forth in the By-Laws in connection therewith, exempt himself or herself from Common Charges thereafter accruing. However, in no event shall Sponsor or its designee be permitted to convey any Unsold Unit to the Board and thereby exempt itself from Common Charges attributable to such Unit thereafter accruing, unless: (i) the aggregate Common Interests of the Unsold Units constitutes fifteen (15%) percent or less of the total Common Interests appertaining to all Units; (ii) at least five (5) years have elapsed since the First Closing; and (iii) at the time of conveyance, Sponsor shall pay the Board a sum equal to the product of the then current aggregate monthly Common Charges for the Unsold Units being conveyed multiplied by twenty-four (24). See “Rights and Obligations of Unit Owners and Board of Managers.”

(AC) The building will be managed by Division Property Management Limited, which has been engaged to provide property management services for the Condominium at a monthly fee of \$1,000, as reflected in Schedule B and the budget. Division Property Management Limited will be responsible for all management responsibilities, including, among other things: collecting common charges; writing checks; paying bills such as water and sewer charges or insurance premiums; arranging repairs to the common elements; garbage disposal; snow removal; and other necessary services for the operation of the Condominium. Common charges will be collected by the property manager to provide the necessary working capital for the Condominium.

(AD) The janitorial services will be provided by Division Property Management Limited as per the management agreement.

(AE) Purchaser will represent to Sponsor that he or she has not dealt with any broker other than the Selling Agent in connection with the acquisition of his or her unit and will indemnify Sponsor against the claims of any other broker, if such broker is not disclosed to Sponsor at the time of contract.

(AF) Since no mortgage financing is being offered by Sponsor, the only deductible item is real estate taxes (and other state and local taxes) up to a total of \$10,000. The interest paid on acquisition indebtedness not to exceed \$750,000 may be deductible and interest paid on home equity indebtedness may no longer qualify for federal tax deduction.

On January 1, 2018, the Tax Cuts and Jobs Act of 2017 went into effect. This federal law significantly changed the previously existing Internal Revenue Code, including the taxes and deductions related to homeownership. Under this new law, for taxable years 2018 through 2025:

- (1) There is a significant Limitation on Deduction for State and Local Taxes, which is limited to an aggregate amount of taxes for any taxable year which shall not exceed \$10,000;

- (2) The Limitation on Deduction for Qualified Residence Interest was reduced so that taxpayers may only claim a deduction for Qualified Resident Interest as long as the acquisition indebtedness for any period does not exceed \$750,000 (\$375,000 in the case of a married individual filing a separate return); and
- (3) A deduction may be taken for home equity indebtedness interest under certain circumstances. A purchaser should confer with a tax advisor regarding the deductibility of home equity indebtedness.

Purchasers are advised to consult with a tax expert regarding whether the new law will affect the purchaser's taxes.

(AG) Neither Sponsor nor its principal has any felony convictions, injunctions, bankruptcies, or indictments which are material to the Offering Plan or an offering of securities generally.

(AH) Smoking Policy. The terms of the Smoke-Free Air Act ("SFAA") will be the smoking policy for the building. Smoking or the use of electronic cigarettes is prohibited in common indoor areas of the building. The common areas include hallways, stairwells, lobbies, and other work areas of the building used by residents, tenants or by maintenance and building personal. In the common indoor areas of the building, building owners must display a sign that says "No smoking or electronic cigarette use.". Smoking and electronic cigarette use is not prohibited in the private dwelling units or apartments or other private residences, except in areas where child day care centers or health care facilities operate and are open or employees are working. Smoking is not prohibited in the outdoor common and limited common areas of the building including but not limited to courtyards, rooftops, balconies and patios and any outdoor areas connected to the dwelling units. This disclosure is in compliance with Local Law 147.

(AI) The building will not have an elevator and will only have stair access. Each residential unit will be accessible by stairs from the lobby and common areas.

(AJ) Laundry Appliances: Sponsor will provide each unit with a washer and dryer(gas).

(AK) If any leak shall be determined to be caused from Unit 4's roof terraces above the other residential units, then the owner of Unit 4 shall be responsible for repairing the leak and repairing any damage caused by the leak. Leaks from the common element roof shall be the responsibility of the condominium and shall manage all drains. See Section H.4 of the Architect's report.

(AL) The accessory cellar is non-habitable, accessory storage use only, not for living, sleeping, or cooking, and may not be rented independently.

B. INTRODUCTION

1. Purpose of the Offering Plan

The purpose of the Plan is to set forth all the material terms of the offer to sell these as condominium units. The Plan may be amended from time to time to reflect changes which materially affect the offering. All amendments will be filed with the New York State Department of Law and will thereafter be served upon purchasers who have executed and delivered Contracts to Sponsor, Unit Owners, and any other person entitled to service pursuant to 13 N.Y.C.R.R. § 20.1(d).

This Offering Plan including all Schedules and Parts A, B, C and D of the Exhibits constitute the entire Offer of Sponsor, and copies of the Offering Plan and Parts A, B, C and D of the Exhibits will be available for inspection by prospective purchasers without charge at the office of the Sponsor. As of the date of the plan has been accepted for filing, no contracts or agreements have been entered into and no deposits or advances have been received. This is a new construction; all of the units offered in the plan are vacant.

2. The Offer

Sponsor presents this Offering Plan (the "Plan") for the establishment of condominium ownership of the Property pursuant to and in compliance with Article 9-B of the Real Property Law of the State of New York, as amended (the "Condominium Act"). The condominium shall be known as 105 Diamond Street Condominium (the "Condominium").

The offering plan encompasses the land, the structure, and all appurtenances thereto 105 Diamond Street, Brooklyn, New York (the "Building"). The building is of new construction. Prior to construction, the premises was a single family house. Sponsor is 105 Diamond Street LLC, a New York Limited Liability Company, with an address 105 Diamond Street, Brooklyn, NY 11222 (the "Sponsor"). Sponsor acquired the title to the premises by deed dated November 12, 2024. This Plan currently offers four (4) residential units. The unit owners will hold in common the walkways, stairs, the roof and a portion of the cellar. There will be one (1) building on the site which is being constructed under plans filed with and approved by the Department of Buildings of the City of New York. The building and land are hereinafter collectively referred to as the "Property". There are no other loans or mortgages existing on the property except for the loan disclosed below and in Special Risks, (A).

Sponsor hereby offers four (4) Units for sale under the Plan. The purchase prices and estimated Common Charges for each of the units are listed in "Schedule A -- Offering Prices and Related Information." THE PRICES CONTAINED IN THE PLAN HAVE BEEN SET BY SPONSOR WITHOUT ARMS LENGTH NEGOTIATION AND ARE NOT SUBJECT TO APPROVAL BY THE DEPARTMENT OF LAW OR ANY GOVERNMENTAL AGENCY.

Sponsor is reserving the unconditional right to rent rather than sell units after consummation of the plan. Accordingly, there is no commitment by Sponsor to sell more than 15% or one (1) residential

unit, which is necessary to declare the plan effective. In addition, the By-laws do not contain a provision that after the Initial Control Period, a majority of Board Members must be owner-occupants or members of an owner-occupant's household who are unrelated to Sponsor and its principal. Purchasers should note that owner-occupants may never gain effective control of the condominium.

3. Basic Aspects of Condominium Ownership

The ownership of a condominium unit is similar in many respects to the ownership of a private home. Each purchaser owns his Unit outright, in fee simple absolute, and is entitled to exclusive possession of his Unit together with an interest in and right to use the Common Elements and the Limited Common Elements, if any. The Common Elements essentially consist of all parts of the Property other than the Units themselves, and are owned by all of the Unit Owners as tenants in common, each having an undivided interest therein. The Common Elements include, generally, but without limitation, the Condominium Property including the portions on which the Building are erected.

A. Limited Common Elements. Limited Common Elements generally are those Common Elements reserved for use and enjoyment by one or more (but not all) Units. The Limited Common Element in this Condominium allocated to the units as shown on the Floor Plans are as follows: interior stairs, terraces and balconies. See Schedule A for details regarding the composition of each unit and the floor plans included in Part II. Common and limited common elements are not subject to partition nor are they severable from the Units except in accordance with The Condominium Act (Article 9-B of the Real Property Law). The limited common elements described herein may not legally be used as bedroom or living room space. Such misuse may result in a building code violation being issued against the building.

B. Common Charges. Each Unit Owner must pay Common Charges in accordance with the New York Condominium Act, Sections 339-i and 339-m. These charges are payable on a monthly basis. Common Charges have been estimated by Sponsor and include fire insurance for the Units, and liability insurance for the Common Elements, and maintenance and operation of the Common Elements. For more information on Common Charges and how they are assessed, see Article VI of the By-Laws attached hereto as Document No. 7.

C. Ownership/Leasing of Units. Other than as set forth herein, there is no restriction upon ownership of a Unit. Any Unit Owner may sell or lease his or her Unit to anyone, without restriction or limitation, subject only to Civil Rights laws. No Unit Owner may convey or mortgage title to his Unit without including therein the appurtenant common interest, general or limited common elements.

No Unit Owner is permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he has paid in full to the Board all unpaid Common Charges previously assessed by

the Board against his Unit, and until he shall have satisfied all unpaid liens against the Unit, except permitted mortgages.

D. Powers and Duties of the Board of Managers. The Board has the power and responsibility for the operation of the Condominium, which include, among other things, the care, upkeep and maintenance of the Common Areas; collection of Common Charges from Unit Owners; employment of personnel; adoption and amendment of rules and regulations; maintenance of bank accounts; obtaining insurance; making repairs, additions, improvements or alterations to the Common Elements; repair, reconstruction and restoration of damage by fire or other casualty; and such other functions as may be required in connection with the operation and maintenance of the Property. The Board will elect a President, a Secretary and a Treasurer. Neither Board Members nor any officer will receive any compensation for acting in such capacity. The Board may engage a manager or managing agent to perform any of its delegable duties as provided in the By-Laws of the Condominium, and may pay such manager or managing agent such compensation as the Board deems desirable.

E. Voting. Unit Owners are entitled to one (1) vote for each residential unit owned in matters that require a vote of Unit Owners, including Board elections. If two (2) or more Persons own a Unit, they shall designate in a writing to the Board one person amongst them to vote on behalf of their Unit and the vote of such designee shall be binding upon all owners. Failing such a designation, it will be presumed that all owners consented to the vote if any one of them purports to exercise such vote without protest being contemporaneously made to the individual presiding over the meeting at which such vote is taken. If protest is made, the vote appurtenant to such Unit shall be counted solely for the purpose of determining whether the required attendance is present to establish a quorum. Except where the New York Condominium Act, Declaration, or By-Laws provide otherwise, all matters to be decided by vote of Unit Owners will be decided by a majority vote thereof. In accordance with the Bylaws, any deadlock in voting shall seek to be settled by Arbitration.

F. Real Estate Taxes. Each Unit will be separately taxed for real estate tax purposes. No Unit Owner is liable for the payment of real estate taxes on any Unit other than his own. No Unit is subject to the lien of a mortgage on any other Unit.

G. Insurance. Fire and liability insurance covering the entire Condominium are included with other items as part of the Common Charges, but fire and liability insurance for individual owners' personal effects inside each Unit, including, but not limited to decorations, painting, furniture or improvements made by the Unit Owner, should be obtained by the individual purchaser. Each Unit Owner desiring such coverage on his personal effects must purchase his own policy at his own cost and expense. Any policy purchased by Unit Owners must contain a waiver of subrogation and provisions to the effect that the liability of the carriers issuing insurance procured by the Board shall not be affected or diminished by reason of the policy or policies carried by Unit Owners.

H. Painting/Decoration of Common Elements and Units. All painting and decorating of exterior portions of the Building and Common Elements and repairs and replacements to Common Elements shall be made by the Board through its officers or managing agent. No further approval of Unit Owners is required for the foregoing, regardless of the cost. Such costs will be charged to Unit Owners as Common Charges, except to the extent same may be charged to a single Unit Owner if such costs are necessitated by his negligence or misuse.

Unit Owners may decorate the interior of his Unit in any manner so desired, subject to compliance with the By-Laws and the Rules and Regulations promulgated pursuant thereto, and will be solely responsible for the cost and expense of maintaining, repairing, painting and maintaining casualty and liability insurance on his or her Unit.

I. Appliances. Sponsor is providing both a range and refrigerator in each unit. Sponsor is providing 1 washer and 1 dryer in each unit. Sponsor is not providing blinds or shades to the Units. It will be the responsibility of the Unit Owners to provide them at his or her own cost. The Sponsor is providing a dishwasher in each unit. The units will be prepared so that a temporary or final certificate of occupancy will be issued prior to closing.

J. Carbon Monoxide/Smoke Detectors. Sponsor is providing combination carbon monoxide/smoke detectors in each unit at each level in accordance with the Administrative Code of the City of New York. See Part II, "Description of Property" for further details.

K. Purchasers for Occupancy or Investment. Since the Board does not have the right to approve or disapprove purchasers, there is no limit on the number of owners who may purchase for investment rather than personal occupancy and, accordingly, there may always be a substantial percentage of owners who are non-residents. Owners for investment and owner-occupants have inherent conflicts of how to operate the Condominium and how to manage the Board due to the inherent differences in their ownership and occupancy. Purchasers should note that under this plan, Owner-occupants may never gain effective control of the condominium.

L. Limitations on Purchase of Units. There are no restrictions on who may purchase a Unit. However, Selling Sponsor hereby reserves the right at any time for any reason whatsoever to refuse to approve and execute (i) a Purchase Agreement for any Unit and/or (ii) a Purchase Agreement or Purchase Agreements, as the case may be, for more than one (1) Unit to any one person or entity; provided, however, that neither the Sponsor nor the Selling Agent will discriminate in the sale or lease of Units on the basis of race, creed, sex, color, disability, marital status, sexual orientation, or national origin, or any other grounds prohibited by law.

4. Contents of Part II

Part II of the Offering Plan contains the forms of documents to be used in the occupancy, sale and transfer of units, as well as operation of the Condominium in general. A list of the documents provided in Part II can be found in the Table of Contents and certain items are summarized below. The Offering Plan Parts I and II constitute the entire offering and contain all the detailed terms of

the offer. The exhibits submitted to the Department of Law in connection with the filing of the Plan contain additional supporting documentation. All of these are available for inspection and copying to prospective purchasers and their attorneys at the office of Sponsor's attorneys during regular business hours. There will be no charge for inspection, however, there will be a charge of forty cents (\$0.40) per page for copying. The Plan and exhibits are also available for inspection and copying by appointment (at a current charge of \$0.25 per page) at the Department of Law, 120 Broadway, 23rd Floor, New York, New York 10271. There is a \$25.00 deposit required for each copy of the book, which will be refunded if it is returned to the Sponsor in good condition, normal wear and tear excepted. Part II of the offering plan includes the following documents:

A. Purchase Agreement. The agreement to purchase a Unit is called a "Purchase Agreement" or "Contract", the general form of which is set forth in Part II as Document No. 2. The terms of sale of Units, as well as the procedure to purchase the same, are also summarized in Section "Procedure to Purchase" of Part I of the Offering Plan.

B. Unit Owner's Power of Attorney. The form of Unit Owner's Power of Attorney that each Unit Owner will be required to give to the Board and to Sponsor pursuant to the Declaration, is set forth as Document No. 4 in Part II of the Plan. The Power of Attorney (1) gives the Board the power to acquire a unit when offered for sale by a unit owner or pursuant to foreclosure and (2) permits the Board to file amendments to the condominium documents, or other instruments affecting the condominium with respect to compliance with laws, zoning, easements, etc.

C. The form of deed that Sponsor will issue to purchasers of Units is set forth as Document No. 5 in Part II.

D. A detailed description of the physical condition of the Property is set forth in Part II as Document No. 1, entitled "Description of Property", which includes an architect's report describing the property and the floor plans for each unit, and should be reviewed carefully by prospective purchasers.

E. The salient provisions of the Declaration of the Condominium ("Declaration"), which is the document that establishes condominium ownership of the Property, and By-Laws of the Condominium ("By-Laws"), which govern the operation of the Condominium and to which are annexed the Rules and Regulations of the Condominium ("Rules and Regulations"), are partially summarized in Section "Rights and Obligations of Unit Owners and Board of Managers" and are reproduced in full in Part II as Documents Number 6 and 7, respectively. Each unit owner is obligated to comply with the Declaration, the By-laws, the Rules and Regulations and any other requirement of the Board.

**THE PURCHASE OF A CONDOMINIUM UNIT HAS MANY SIGNIFICANT
LEGAL AND FINANCIAL CONSEQUENCES. THE ATTORNEY
GENERAL STRONGLY URGES YOU TO READ THIS OFFERING PLAN**

**CAREFULLY AND TO CONSULT WITH AN ATTORNEY BEFORE
SIGNING A PURCHASE AGREEMENT.**

C. DEFINITIONS

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

1. Below Grade: Below first floor or ground floor level.
2. Board of Managers: (the “Board”) The governing body of the Condominium, selected, authorized and directed to manage and operate the Condominium individually as provided by the New York Condominium Act, the Declaration and the By-Laws. The Board will manage and operate the building as provided by the New York Condominium Act, Declaration and By-Laws.
3. Common Charges: Assessments by the Board upon the Unit Owners, in proportion to their respective interests in the Common Elements for the purpose of paying common Expenses. NOTE: These charges are payable by the Unit Owners of its building on a monthly basis.
4. Common Elements: All that part of the Condominium Property or facilities servicing or benefitting all the Units comprising the Condominium, as defined in Section 339-e of the Condominium Act. The Common Elements include generally, and without limitation: (i) all parts of that building (other than the Units in that building) including but not limited to the foundation, roof and supports of the building; and (ii) all areas or facilities for the common use of all the Units of the building and Unit Owners. Common Elements consist of all portions of the Condominium Property which are not designated as Units or parts thereof.
5. Common Expenses: Expenses for which Unit Owners shall be proportionately liable, and includes the actual and estimated expenses of operating the property, assessments relating to repair, maintenance, replacements, management and operation of each individual Condominium, and reasonable reserves for such purposes as found and determined by the Board of Managers, and sums designated as Common Expenses by or pursuant to the Condominium Documents.
6. Common Interest: The proportionate, undivided interest in fee simple absolute in the Common Elements appertaining to each Unit, as expressed in the Declaration of Condominium.
7. Condominium Documents: This Offering Plan, and the Declaration, Floor Plans, By-Laws and rules and regulations of the Condominium and all Exhibits for the foregoing, as amended from time to time.
8. Condominium Property or Property: The land described in the Declaration which is subject to the Condominium Act by the Declaration, together with all improvements

thereon and all easements, rights and appurtenances belonging thereto or intended for the benefit thereof.

9. Declaration: The instruments by which the Building is submitted to the provisions of the New York Condominium Act and that instrument as from time to time amended, consistent with the provisions of the New York Condominium Act and the By-Laws of the Condominium.
10. Equal or Better Quality: Comparable or better quality recognized by industry standards for performance, efficiency, longevity, and/or classifications, as applicable.
11. First Class Condition: Same as new, excepting normal wear and tear.
12. First Closing: Date on which title to the first condominium unit is transferred and condominium operations, including the budget year, commences. In this Plan, the First Closing is anticipated to occur on Jan 1 2026.
13. Floor Plans: The floor plans of the Units filed in the Register's Office simultaneously with the recording of the Declaration, together with any supplemental floor plans thereto. The Floor Plans shall govern in the event of any inconsistency between the written part of the Declaration and By-Laws and the Floor Plans.
14. Initial Control Period: Period during which Sponsor exercises voting and veto control over the board. In this plan, the period is for five (5) years after the First Closing or until unsold units constitute less than 50% of the total units, whichever is sooner.
15. Institutional Lender: (i) a savings bank, savings and loan associations, bank or trust company, insurance company, real estate investment trust, or mortgage trust or (ii) a federal, state, municipal, teacher's or union employee, welfare, pension or retirement fund or system.
16. Interim Lease: Lease entered into between Sponsor and a prospective purchaser to allow for occupancy of a unit for which the purchaser has signed a Contract, for the time between contract signing and title closing.
17. Limited Common Elements: Limited Common Elements generally are those Common Elements reserved for use and enjoyment by one or more Units. Examples are porches, decks, balconies and terraces. The Limited Common Element in this Condominium are the porches, balconies, and roof allocated to the units as shown on the floor plans.
18. Lot Line: The boundaries of the tax lot as determined by the City of New York Department of Finance, Real Property Assessment Bureau. Lot line windows are

windows located on such boundaries; in the event the building is constructed on the lot lines. There will be no lot line windows in the completed building.

19. New York Condominium Act: Article 9-B of the Real Property Law of the State of New York, as amended, which sets forth provisions governing the creation and operation of condominiums, and to which the Condominium is the subject of this Offering Plan, is submitted.
20. Plans and Specifications: The plans and specifications as prepared by Sponsor's architect available in Part II of the Offering Plan, as the same may, from time to time have been amended or changed, or may, from time to time, hereafter be amended or changed in accordance with the Plan.
21. Sponsor: As per New York State regulations for newly constructed and vacant condominiums, means "any person, partnership, joint venture, corporation, company, trust, association or other entity or agent thereof who makes or takes part in a public offering or sale in or from the State of New York of participation interests or investments in real estate including condominium interests in realty." The Sponsor of this offering plan is 105 Diamond Street LLC.
22. The Condominium: 105 Diamond Street Condominium, proposed to be created and organized as provided for in this Offering Plan, consisting of land, building, and appurtenances of the building.
23. Time of the Essence: Purchaser must cure a default or satisfy a condition in the Purchase Agreement by the date indicated or commit an incurable breach and forfeit his down payment.
24. Unit: Any unit designated as such in the Declaration of the Condominium and further described in the floor plans to be filed simultaneously with the Declaration.
25. Unit Owner: The person or persons owning a unit in fee simple absolute.

A complete set of definitions is set forth in Exhibit C to the Declaration of the Condominium set forth in Part II of the plan.

D. DESCRIPTION OF PROPERTY AND IMPROVEMENTS

1. General. This description of the property and improvements is intended to provide a general outline of the land, building and units, but shall not be interpreted as enlarging in any manner, directly or by reference, the obligations or liability of the Sponsor as set forth in this Plan. A more detailed description of the building and property compiled by Sponsor's Architect and which includes the floor plans for each unit and the building in general is set forth in the "Description of Property", Document No. 1 in Part II of the Plan.

2. Site. The land is known by Street address as 105 Diamond Street, Brooklyn, New York 11222. The parcel is located in the Greenpoint neighborhood of Brooklyn on Tax Lot number 17 of Tax Block 2651. The site is zoned as R6B on Map 13A of the 1961 Zoning Resolution which permits residential use as a matter of right.

There will be one (1) building on the site, which is being constructed which, when completed, will consist of will be a 4 story residential building containing 4 residential units. . The building will contain four (4) residential units. See "Schedule A - Offering Prices and Related Information" and the Architect's Report and Floor Plans in Part II of the Plan for more information.

The property is being improved and the Units constructed in accordance with all applicable zoning and building laws, regulations, codes, and other government requirements. The proposed project is governed by New York City zoning laws and the Building Code.

The Units and Common Elements are being constructed in accordance with this Plan and with the Plans and Specifications filed with the Department of Buildings as the same may be amended. The Units will comply with all applicable rules, regulations, laws and other requirements of all governmental authorities having jurisdiction thereof, including those governing zoning and construction. The Plans and Specifications will be available for inspection at the Sponsor's office on the Property.

3. Statement of Dimensions. The approximate floor area of each condominium unit is measured from the outside of the exterior walls to the centerline of the partitions separating one unit from another unit or to the non-unit side of walls separating one unit from a common area. Accordingly, they include the area of the interior walls of the unit, and the actual livable area of the units is significantly less than the area set forth in Schedule A. All areas and dimensions are approximate within reasonable tolerances and are subject to immaterial construction variances and tolerances. Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the offering plan. A decrease in a unit'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 5% or less is not material.

4. Utilities.

A. Water. Water is provided by the City of New York and the units will be billed together for water consumption as a common charge. There will be one water meter for the entire building.

Storm water is carried into the New York sewer system as is the entire sanitary waste from the building.

B. Gas. Natural gas is provided by the National Grid Company. There will be individual meters for gas consumption serving each apartment and gas utilized for cooking, hot water and heat within the units shall be billed directly to the Unit Owner.

C. Telephone. Local telephone service will be provided by any Verizon and/or other regulated companies. Each unit will be billed directly. One (1) meter will be provided for common areas, and these electrical services shall be paid by the condominium Unit owners as a common charge.

D. Electricity. Electricity is provided by the Consolidated Edison Company. Each unit is metered and billed separately. There will also be a separate meter for the common elements, for which the electrical services shall be paid by Unit Owners as a common charge.

5. Appliances. Sponsor is providing a range and refrigerator in each unit. Sponsor is providing 1 washer and 1 dryer in each unit. Sponsor is not providing blinds or shades to the Units. It will be the responsibility of the Unit Owners to provide them at his or her own cost. The Sponsor is providing a dishwasher in each unit. The units will be prepared so that a temporary or final certificate of occupancy will be issued. See Part II, "Description of Property" for further details.

6. Air Conditioning: Heating and air conditioning for each unit is provided by concealed type indoor units. Each indoor air handler unit will be provided with its own heating and cooling thermostat and function per the programmed sequence of operation. The thermostat will have the ability to control the fan and mode of operation automatically based on room conditions. Standard Warranty for parts and compressor - 10 years limited warranty from installation. Numbers of air conditioning units of each type as shown on plans, EEB ratings and amperage as indicated on table above meeting or exceeding requirements of New York City Energy Conservation Code 2022. Heat pump units were sized for the estimated individual peak cooling-heating requirements of each residential unit. All condensing units are manufactured by Mitsubishi Electric. There are a total of four (4) units, and all shall be installed on the bulkhead roof.

7. Estimate of Completion. The building is presently under construction. Sponsor projects the building and units will be substantially completed by January 2026.

The Sponsor reserves the right to amend or modify such plans, specifications and description of property (including changes in area, floor plans and allocation of space, changes in materials, and other construction details) and to substitute in place of any materials and other construction details set forth herein or in Document No. 1 in Part II of this Plan, materials and other construction details of Equal or Better Quality; provided that Sponsor may not change the size, location of building or units, if such changes affect the percentage of common interests or adversely affect the value of any unit to which title has closed or for which a purchase agreement has been executed and is in effect,

unless all affected unit owners and contract vendees consent in writing to such change; Sponsor may not make any material adverse changes in the quality of common elements unless all purchasers and unit owners consent; and provided that the approval of any governmental authority having jurisdiction thereover, if necessary, is first obtained. See Section "Changes in Prices and Units" for more details. All references in this Plan to "Plans and Specifications" shall mean the aforesaid plans and specifications as prepared by Sponsor's architect as the same may, from time to time have been amended or changed, or may, from time to time, hereafter be amended or changed in accordance with the provisions of this paragraph.

E. LOCATION AND AREA INFORMATION

The following is a general description of the location of the building and area surrounding the property. Reference should be made to the Architect's Description of Property, reproduced in full as Document Number 1 in Part II of the Plan, for a more detailed description of the Property and its physical condition.

1. Site. The land is known by Street address as 105 Diamond Street, Brooklyn, New York 11222. The parcel is located in the Greenpoint neighborhood of Brooklyn on Tax Lot number 17 of Tax Block 2651. The site is zoned as R6B on Map 13A of the 1961 Zoning Resolution which permits residential use as a matter of right.
2. Neighborhood. Greenpoint is in the northern section of Brooklyn. The area is accessible via the Brooklyn Queens Expressway, and nearby bridges such as the Pulaski Bridge, the Williamsburg Bridge, and the Queensboro Bridge provide access to Manhattan and Queens. The G train also serves this neighborhood.
3. Accessibility. The Condominium is located 0.4 miles away from the Nassau Ave NYC MTA subway station, which services the G line. The B48, B43 and B62 bus routes run nearby.
4. Public Services. The nearest police station is the 94th Precinct, located at 100 Meserole Avenue, Brooklyn, New York, approximately 0.3 miles away. The Fire Department has Engine 238/Ladder 106 located 205 Greenpoint Avenue, Brooklyn, New York, approximately 0.4 miles away. NYC Health + Hospitals/Woodhull is located at 760 Broadway, Brooklyn, New York, approximately 2.5 miles away. Wyckoff Heights Medical Center is located in a nearby neighborhood, about 2.6 miles away. The City of New York provides Street snow removal and road maintenance services.
5. Immediate Area and Surrounding Vicinity. The building is in the Greenpoint neighborhood with many amenities. Within walking distance are a variety of public and private schools, religious institutions, and parks. Complete shopping needs and services are available on the surrounding Streets, including supermarkets, fruit and vegetable stores, meat and fish markets, and bakeries. The area also features numerous banks and restaurants. There are no adjoining areas which are undeveloped. The sponsor has no projects within a one block radius of the proper nor any development projects that have been approved by the NYC Department of Buildings or authority having jurisdiction that will be adjacent to or directly across the street from the property. Any changes in this information that occur while sales continue will be disclosed in an amendment to the offering plan within 30 days after information becomes known to the Sponsor.

F. SCHEDULE A
OFFERING PRICES AND RELATED INFORMATION

The 105 Diamond Street Condominium

**105 Diamond Street
Brooklyn, New York 11222**

Year Projected to Begin:
1/1/2026

End Date of First Year of Operations:
12/31/2026

Unit No.	Location	Use	Approx. ² (SF) Indoor Area Habitable	Approx. Uninhabitable ³ Indoor Area	Approx. LCE Indoor Area Uninhabitable ³	Approx. LCE Outdoor ^{1, 2} Area (SF)	Bedrooms Baths	No. of Offering Price	Common Interest	Projected Monthly Common Charges	Projected Annual Common Charges	Projected Real Estate Taxes (Monthly)	Projected Real Estate Taxes (Annual)	Projected Monthly Carrying Charges	Projected Annual Carrying Charges
			(1)		(1)	(1)	(1)	(2)	(3)	(4)	(4)	(5)	(5)	(6)	(6)
1	Cellar and Basement Rear Yard Porch Terrace	Residential LCE LCE	1229.00	677.70	61.60	593.70 88.80	2/2.5	\$ 2,585,160.00	35.512%	\$ 1,066.08	\$ 12,792.98	\$ 2,007.05	\$ 24,084.59	\$ 3,073.13	\$ 36,877.57
2	Cellar and First Floor, Rear Yard and Rear Yard Terrace	Residential LCE LCE	1235.20	0.00	57.00	436.10 147.00	2/2	\$ 1,668,600.00	22.286%	\$ 669.03	\$ 8,028.39	\$ 1,259.55	\$ 15,114.59	\$ 1,928.58	\$ 23,142.98
3	Cellar and Second Floor Balcony	Residential LCE	1275.20	0.00	56.00	67.00	2/2	\$ 1,657,500.00	23.007%	\$ 690.68	\$ 8,288.13	\$ 1,300.30	\$ 15,603.58	\$ 1,990.98	\$ 23,891.71
4	Cellar and Third Floor Terrace	Residential LCE	1063.90	0.00	57.00	228.30 1550.90	2/2	\$ 1,363,600.00	19.195%	\$ 576.24	\$ 6,914.88	\$ 1,084.85	\$ 13,018.24	\$ 1,661.09	\$ 19,933.12
			4803.30	677.70	231.60	5481.00		\$ 7,274,860.00	100.000%	\$ 3,002.03	\$ 36,024.38	\$ 5,651.75	\$ 67,821.00	\$ 8,653.78	\$ 103,845.38

Note:

¹ Outdoor area is located on the Rear Yard, Porch, Terrace and Balcony

² The backyard is intended for gardening and/or children's play.

³ Cellar Unit area not to be used for cooking, eating and sleeping

*The residential cellar space appurtenant to a unit, and any other limited common elements (such as porches, balconies, and roofs) may not legally be used for sleeping, dining or living spaces. Doing so may result in the issuance of a building code violation for the building.

G. NOTES TO SCHEDULE A
"OFFERING PRICES AND RELATED INFORMATION"
FOR EACH UNIT

- (1) Any floor plan or sketch shown to a prospective purchaser is only an approximation of the dimensions and layout of a Unit, within reasonable tolerances. Accordingly, each Unit should be inspected prior to purchase to determine its actual dimensions, layout and physical condition. The number of bedrooms in each Unit is computed in accordance with the standards established by the New York City Building Code. The approximate area calculates the square footage from the outside of the exterior walls to the centerline of the partitions separating one unit from another unit or to the non-unit side of walls separating one unit from a common area. Accordingly, they include the area of the interior walls of the unit, and the actual livable area of the units is significantly less than the area set forth in Schedule A. The square footage in the column entitled "Approx. Habitable Area (SF)" does not include any square footage attributable to any Common Elements or Limited Common Elements. A decrease in a unit'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 5% or less is not material. See the "Description of Property" in Part II for a more detailed description of the Units and the rooms, including floor plans of the units.
- (2) Prices are negotiable. Sponsor reserves the right to change the offering prices set forth in Schedule A. These offering prices, however, may only be changed by a duly filed amendment to this Plan when the change in price is an across the board increase or decrease affecting one or more lines of Units or is to be advertised or is a price increase for an individual purchaser. However, the prices for the Units are negotiable and Sponsor may enter into an agreement with a purchaser to sell one or more Units at prices lower from those set forth in Schedule A. The results of negotiation for one unit are independent of other negotiations and will not affect other negotiations. See Sections "Changes in Prices and Units" and "Unit Closing Costs and Adjustments" which disclose and explains the closing costs and adjustments that a purchaser must pay.

Sponsor reserves the right to negotiate with purchasers all aspects of the purchase price, including but not limited to: renovations or improvements to the apartments, fixtures or equipment contained therein or credits or allowances therefor; amount of Deposit; terms of financing contingency in the event Sponsor agrees to permit same; extension of period to secure financing; default clause; application of the interim lease rental payment towards the purchase price; payment of all or part of purchaser's closing or financing costs such as closing costs, attorneys' fees, origination fees, commitment fees and waiver or reduction of the attorney's fees set forth in the offering plan; and any and all other costs relating to the cost of

acquiring title to the unit. Further, Sponsor will amend the Plan from time to time in order to add and/or delete negotiable terms.

- (3) In accordance with Section 339-i(1)(iv) of the New York State Condominium Act, upon floor space, subject to the location of such space and the additional factors of relative value to other space in the condominium, the uniqueness of the unit, the availability of common elements for exclusive or shared use, and the overall dimensions of the particular unit.
- (4) Common charges have been estimated by Sponsor and include fire insurance for Units and liability insurance for Common Elements, and maintenance and operation of the Common Elements. Common Charges do not include decoration, maintenance, or repair to the inside of the units, electricity, air conditioning, heating or gas for each Unit or insurance for personal effects. Common charges have been estimated by Sponsor based on the estimated operating budgets annexed as Schedule B and certified by Division Property Management Limited. See Schedule B-1 for individual electricity and gas expenses for the units.
- (5) The real estate tax estimates set forth in Schedule A are based on a letter included in section “Real Estate Taxes” from Sponsor’s expert, Metropolitan realty Exemptions, 349 Keap Street, Brooklyn, NY 11211 dated November 7, 2024. Sponsor’s expert has been involved in the review of property tax assessments in the metropolitan New York City area for over fifteen (15) years and has filed applications and petitions for reductions in such tax assessments in New York City. The projected tax rate as assessed by the NYC Department of Finance based on the first year of condominium operations beginning Jan 1 2026 is anticipated to be \$12.250 per One Hundred Dollars (\$100.00) of assessed valuation for a tax class 2 property. The assessed valuation for the residential units for the first year of condominium operations combined is projected to be \$542,566.00. This real estate tax estimate is based on (a) recent tax assessment history of the property; (b) the potential income for the new structure (if operated as a rental); (c) comparable condominium projects in the condominium’s neighborhood; (d) market conditions in the general area; (e) proposed estimate of the cost of construction; and (f) calculation of the gross floor area. The projections are post-completion projections of taxes that unit owners will be assessed for their units.

For class 2 smaller buildings of 10 or fewer units, estimated real estate tax assessments are determined by first estimating the typical income per square foot generated by comparable rental property, then generating a total income for the building by multiplying the income per square foot by the building’s total square footage, and then multiplying the building’s estimated income by a factor to generate the property’s market value. The market value is then apportioned among the units by multiplying each unit’s common interest percentage. The assessed value is then determined by multiplying the market value of the unit by 45%. No assurances can be given that the taxing authorities will assess the building at the market

value which the expert has determined. After separate tax lots are apportioned, each unit will be taxed as a separate lot for real estate tax purposes and the unit owner will not be responsible for the payment of, nor will the unit be subject to, any lien arising from the non-payment of taxes on other units. See section "Real Estate Taxes" for further details.

The estimated date of completion is January 1 2026 and the date of reassessment is January 15, 2026. As per Rules and Regulations set by the Department of Finance a four (4) unit dwelling would be categorized as tax Class 2, which includes rental buildings and new construction condominiums and cooperatives, with tax rate of 12.250% in 2025. However, it is not possible to accurately determine what the increase in actual assessed valuation will be and it is equally impossible to predict any future increases in real estate tax rates which may affect the amount of tax due on the property.

Since no mortgage financing is offered by Sponsor, the only deductible item is real estate taxes and other state/local taxes up to a total of \$10,000. The projected amount deductible may vary in future years due to changes in the assessed value, the tax rate or in the method of assessing real property which result in a change in real property taxes, or due to changes in interest rates or in the allocation of constant debt service payments to interest and principal, or such other changes as may reasonably be expected to affect deductions.

The Internal Revenue Code of 1986, as amended, limits the deductions of mortgage interest to mortgages incurred in acquiring, constructing or substantially improving the first and second residences of a taxpayer. The deduction is also limited to interest paid on acquisition indebtedness not to exceed \$750,000.00 and home equity indebtedness may no longer qualify for federal tax deduction.

- (6) All projected total carrying charges are for the projected first year of operation beginning Jan 1 2026 . NOTE: Sponsor has not obtained, nor is it offering, permanent financing commitments to purchasers. Therefore, if a purchaser obtains financing, debt service on such financing will be a monthly expense additional to the total charge listed. In addition, prospective purchasers will be required to pay at closing, among other things: (i) two (2) months' common charges to be used as working capital; (ii) New York City and State transfer taxes; (iii) \$3,500.00 to defray Sponsor's costs of creating the condominium, which may include architectural fees, legal fees, and filing fees. This fee does not affect Sponsor's obligation to pay for the authorized and proper work involved in the construction and establishment and sale of the condominium that sponsor is obligated to complete under the plan and will cause all mechanics liens with respect to such construction to be promptly discharged or bonded. See section entitled "Closing Costs and Adjustments" below.

THE ABOVE IS NOT INTENDED TO BE A COMPLETE DISCUSSION OF ALL LIMITATIONS IMPOSED BY THE CODE, PARTICULARLY FOR INVESTORS. ALL

PURCHASERS ARE ADVISED TO SEEK ADVICE FROM THEIR TAX CONSULTANTS CONCERNING TAX CONSEQUENCES OF PURCHASE OF A UNIT IN A CONDOMINIUM.

H. SCHEDULE B
Budget for First Year of Condominium Operations

105 Diamond Street Condominium
105 Diamond Street, Brooklyn, New York

Year Projected to Begin: January 1, 2026

Income	
Common Charges	\$36,024.38
.	
Salaries & Wages (1)	\$ -0-
Management (1)	\$ -12,000-
Gas (2)	\$ -0-
Electricity (3)	\$ 1,663.51
Franchise taxes (4)	\$ 2,800.00
Water & sewer (5)	\$ 5,885.93
Repairs, services & supplies (6)	\$ 3,600.00
Insurance (8):	\$ 4,300.00
Legal fees (9)	\$ 1,250.00
Audit fees (9)	\$ 1,250.00
Reserve fund for major repairs (11):	\$ 3,274.94
Total Expenses	\$36,024.38

If the First Closing actually occurs, or is revised by amendment to the plan to be projected to occur, six (6) months or more from the stated anticipated date of the First Closing, Sponsor will amend the plan to include a revised budget disclosing updated projection. If such amended projections exceed the original projections by 25% or more, Sponsor will offer all purchasers the right to rescind their offer to purchase and to have their Deposits refunded. If such right to rescind is exercised within fifteen (15) days after presentation of the amendment, the Deposit and unexpended sums for special work ordered will be refunded within ten (10) days of Sponsor's receipt of the notice of rescission. Sponsor may not declare the plan effective where there are any material changes to the budget which have not been disclosed by a duly filed amendment to the offering plan.

H1. NOTES TO SCHEDULE B

All amounts are projections for the first twelve (12) months of Condominium operation, which shall commence with the First Closing, projected to be Jan 1 2026 under this plan. The actual first year of condominium operation may begin earlier or later. Please refer to the section "Description of Property and Improvements" subsection "Estimate of Commencement of Condominium Operations" for a more detailed explanation.

1. Labor.

A. Employees. Since the building contains only four (4) residential units, there is no requirement for any staffing or labor as per Article 3, section 83 of the Multiple Dwelling Law (which is applicable in buildings with 13 or more families) and §27-2053 (b) of the NYC Administrative Code (which is applicable for buildings with 9 or more units). As such, housing and labor laws regarding the level of staffing are not applicable. It is anticipated that the Condominium will require no full time help and part time help will be supplied on an "ad hoc" basis which will obviate the need to allocate money for payroll costs. However, this will necessitate Unit Owners to pay for items as they arise. Each Unit Owner will be responsible for his own refuse removal and for keeping the common areas clear of all objects. Should the condo board decide to hire a superintendent or other contractor in the future to perform refuse removal and cleaning of the common areas, such additional expense will cause an increase in the budget and the individual common charges. The average cost of such services is approximately \$5,000.00 per year, according to Sponsor's budget expert, and would cause about a 24.88% increase in common charges.

B. Management. The building will be managed by Division Property Management Ltd. for an annual fee of \$12,000, as per the management agreement. All details regarding the responsibilities of the management company, including tasks such as collecting common charges; writing checks; paying bills such as water and sewer charges or insurance premiums; making arrangements for repairs to the common elements; garbage disposal; snow removal; and other duties, are outlined in the management agreement. This arrangement replaces the earlier plan where the Sponsor would manage the condominium during the Initial Control Period for no fee. Once the properties are transferred to the new unit owners, they will comprise the Board of Managers and oversee the management company.

2. Gas. Gas will be used for cooking and heating. Each Unit will have one (1) meter and there will be a main valve. There is no common gas consumption meter. Estimates for individual Unit heating costs are set forth in Schedule B-1.

3. Electricity. This budgeted amount constitutes a projection of common electric charges that will be payable with respect to the Common Elements only. There will be one electric consumption meter for the common electric usage, which may include stairways, hallways and mechanical rooms lights. Electricity will be provided by Con Edison. The amount below is based

on projections which have been provided by R & W / Engineers, P.C., 380 Townline Road, Suite 150, Hauppauge, NY 11788. The estimate includes a 4.0% factor inflation:

Estimated Usage in KWH (annual):	5,941.11
Cost per KWH:	0.28
Estimated total annual cost:	\$1,663.51

The cost of electricity to the units is separately metered and the charges therefore will be paid directly to the utility company by Unit Owners. A projection for estimated unit charges is set forth in Schedule B-1, inclusive of consumption, rates, sales tax and a reasonable anticipated increase due to inflation.

4. Franchise Taxes. The budgeted item (\$2,800.00) is for annual New York State Franchise Taxes payable by the Condominium pursuant to section 209.1 of the Tax Law. This is based on an estimated asset base of \$7,000,000 and the NYS Corporate Franchise tax rate of .0004. This figure includes the minimum franchise taxes payable by the condominium association to both New York City and New York State taking into account any possible tax increases. The Condominium Association must file annual franchise tax reports for all taxable years that it is subject to tax under Article 9-A.

6. Water and Sewer. The building will be metered for water and sewer usage by the City of New York Department of Environmental Protection in accordance with current law. The budgeted amount constitutes a projection of the water charges and sewer rents, that will be payable with respect to the Units and the Common Elements, based projections provided by R&W / Engineers, P.C., 380 Townline Road, Suite 150, Hauppauge, New York 11788. This estimate includes a utility sales tax rate of 2.5% (simplified average) and an inflation factor of 4.0% over the next year:

Water Consumption: (Does not include sewer charge)

New York City charge = \$4.30/100 cubic feet or \$4.30/748 gallons

Water Usage: 300 gpd/Unit > 2,001 sf

225 gpd/Unit between 601 and 2,000 sf

0.04 gpd/sf common use area

Common Area = 1,088 sf

Residential Water Use = $\{(300 \text{ gpd/unit} \times 1 \text{ unit}) + (225 \text{ gpd/unit} \times 3 \text{ units}) + (0.04 \text{ gpd/sf} \times 1,088 \text{ sf})\} \times 365 \text{ days/yr} \times \$4.30/748 \text{ gal} \times 1.065 = \mathbf{\$2,276.03/year}$

Sewage Charge:

New York City charge = \$6.82/100 cubic feet or \$6.82/748 gallons

Sewage Charge Based on Water Usage: 300 gpd/Unit > 2,001 sf

225 gpd/Unit between 601 and 2,000 sf

0.04 gpd/sf common use area

Sewer Charge = $\{(300 \text{ gpd/unit} \times 1 \text{ unit}) + (225 \text{ gpd/unit} \times 3 \text{ units}) + (0.04 \text{ gpd/sf} \times 1,088 \text{ sf})\} \times 365 \text{ dys/yr} \times \$6.82/748 \text{ gal} \times 1.065 = \mathbf{\$3,609.90/\text{year}}$

7. Repairs and Maintenance; Services and Supplies. This item represents the estimated cost for ordinary maintenance and repairs of the Common Elements, including normal repairs to the interior of the building, the roof, the exterior of the Building (including walls, foundations, windows, doors, and locks), plumbing and electrical systems, and includes various supplies (such as cleaning supplies and materials, lubricants, bulbs, public fixtures, general and hardware supplies), equipment for snow removal (shovels and salt), and painting of common areas. The projected amount does not include repairs, painting, maintenance, or supplies for the interior of the Units, all of which are the responsibility of the individual Unit Owners. Inasmuch as this is a new construction, repairs and maintenance should be minimal. However, the Sponsor does not warrant that this will be the case. At the present time, there is a management agreement in place with Division Property Management Ltd., which will oversee the building's operations for an annual fee of \$12,000. As per the terms of the management agreement, the management company will handle routine repairs and maintenance. We have estimated that there would be \$3,600.00 of repairs and maintenance.

8. Insurance. The insurance premium is based on the letter dated November 7, 2024 from Ernest Schischa Agency Ltd., a licensed insurance broker located at 201 Bedford Avenue, Brooklyn, NY 11211, setting forth the following coverages which are available:

<u>Items Covered</u>	<u>Coverage Limits</u>
Building Coverage	\$1,400,000
Loss of Rent	\$80,000
Liability per occurrence	\$1,000,000
Liability per aggregate	\$2,000,000
Total annual premium	\$4,300

The total projected premiums for these various coverages are based upon the current replacement cost for the Building (excluding excavation and foundation) estimated by GNP Insurance Brokerage Inc., which, in its opinion, is adequate so that the insured will not be a co-insurer. The insurance coverage will meet the requirements of Sponsor or any mortgage lender. The total projected premiums for these various coverages are subject to underwriting review and consideration at the time of placement.

The fire, casualty and general liability insurance will be on terms that provide: (1) that each Unit Owner is an insured party; (2) that there will be no cancellation without notice to the Board and the Unit Owners; (3) a waiver of subrogation; (4) a waiver of invalidity because of the acts of the insured and Unit Owners; and (5) a waiver of *pro rata* reduction if Unit Owners obtain additional coverage. The condominium will have public liability insurance at closing.

In order to safeguard the investment of its Unit Owners in the event of a substantial or total destruction of the Building, the Board should periodically review the amount of casualty insurance for the Building to insure that the amount of coverage equals the Building's then replacement cost. The following coverages are not included in the premium and may be available at extra cost: boiler and machinery; excess liability; auto liability. There is no provision for insurance covering indemnification of board members. It is at the discretion of the board to obtain such coverage, the cost of which will be borne by the unit owners as a common expense.

Coverage for the following items is not included and may be an extra cost: rent insurance, water damage, boiler and machinery, excess liability, and fidelity bond. Also, the casualty insurance coverage does not include claims for personal injury or property damage resulting from occurrences in a Unit, nor does it include coverage of the furniture or personal property of Unit Owners. Therefore, each Unit Owner should consider the desirability of obtaining additional insurance at his or her own cost covering among other items: (i) fire or casualty losses to the contents of his or her Unit and any replacements, additions, upgraded fixtures and improvements therein; (ii) personal property; and (iii) liability for personal injury as a result of occurrences in the individual Unit. In the event of a loss, the claim is made payable to the named insured (the Board).

9. Professional Fees. A portion of the budgeted item will be used for auditing fees in connection with the preparation of the Condominium's first year's audited financial statements and its Franchise tax returns, and its Federal, State and City income tax returns. An estimate of \$1,250.00 for accounting fees is based on a letter from Edward Pritulak, Accountant, 112-50 78th Avenue Apt 3J Forest Hills NY 11375. An allowance (\$1,250.00) is provided for miscellaneous (but not major) legal services, in the event the Board decides to engage an attorney for services which might include counseling on Board rights or overseeing unit owners' meetings. There is no attorney on retainer, and the board may choose an attorney when needed. This fee is based on an hourly rate of \$350.00.

11. Reserve Fund for Major Repairs. This item is to provide for major expenses such as replacement of the roof or the windows, etc. The basis of the figure projected for this item is greater than ten percent (10%) of the entire budget before inclusion of the reserve fund. At this time, Sponsor has no knowledge of any capital improvements that may have to be made during the first five years of condominium operation.

IN THE OPINION OF DIVISION PROPERTY MANAGEMENT LIMITED, 110 YORK STREET 5TH FLOOR BROOKLYN NY 11201 A REAL ESTATE MANAGEMENT COMPANY, THE PROJECTED RECEIPTS ARE ADEQUATE TO MEET THE ESTIMATED EXPENSES FOR THE CONDOMINIUM'S FIRST YEAR OF OPERATION, ASSUMING SUCH FIRST YEAR TO BE THE FISCAL YEAR COMMENCING JANUARY 1 2026 . THE FOREGOING SCHEDULE, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE BY ANYONE THAT THE ANNUAL COMMON CHARGES OR EXPENSES FOR THE FIRST YEAR OF OPERATION OR ANY SUBSEQUENT YEAR OF OPERATION

WILL BE AS SET FORTH IN SAID SCHEDULE. IT IS LIKELY THAT THE ACTUAL ANNUAL COMMON CHARGES OR EXPENSES WILL VARY FROM THE AMOUNTS SHOWN IN THE SCHEDULE.

SPONSOR HAS RESERVED THE RIGHT TO MODIFY, RENEW AND REPLACE EXISTING SERVICE, MAINTENANCE, EMPLOYMENT CONCESSIONAIRE AND OTHER AGREEMENTS AND INSURANCE POLICIES, AND TO ENTER INTO NEW AGREEMENTS AND POLICIES THAT WILL BE BINDING ON THE BOARD ON THE DATE OF THE FIRST CLOSING. ANY SUCH NEW AGREEMENT WHICH HAS THE EFFECT OF MATERIALLY INCREASING COMMON CHARGES OR IS BINDING ON THE BOARD FOR MORE THAN TWO YEARS WILL BE DISCLOSED BY A DULY FILED AMENDMENT TO THIS PLAN.

SPONSOR EXPECTS THE FIRST CLOSING TO OCCUR BY JANUARY 1 2026 . PURCHASERS WILL BE OFFERED A RIGHT OF RESCISSION IF: (I) THE ACTUAL DATE OF THE FIRST CLOSING; OR (II) THE PROJECTED DATE OF THE FIRST CLOSING OCCURS LATER THAN JUNE 30, 2026, WHICH IS TWELVE MONTHS AFTER THE CURRENTLY PROJECTED DATE FOR THE FIRST CLOSING. IF THE PLAN IS AMENDED TO PROVIDE FOR A LATER PROJECTED DATE FOR THE FIRST CLOSING, PURCHASERS WILL BE ENTITLED TO AN OFFER OF RESCISSION IF THE FIRST CLOSING OCCURS MORE THAN 12 MONTHS BEYOND THAT AMENDED, LATER DATE.

HOWEVER, EVEN IF THE FIRST CLOSING OCCURS BEFORE JANUARY 1 2026 , THE SPONSOR MAY SCHEDULE THE CLOSINGS OF TITLE TO OTHER UNITS SIGNIFICANTLY LATER THAN SUCH DATE. UNLESS YOUR PURCHASE AGREEMENT CONTAINS AN OUTSIDE CLOSING DATE, THE SPONSOR IS NOT OBLIGATED TO SCHEDULE YOUR CLOSING WITHIN ANY SPECIFIED TIME FRAME OR TO ENSURE THAT CLOSING OF TITLE TO YOUR UNIT WILL OCCUR BY ANY DATE CERTAIN. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT. IN THE EVENT, HOWEVER, THE SPONSOR CANNOT CONVEY TITLE TO THE UNIT ON OR BEFORE TWELVE (12) MONTHS FROM THE DATE OF THE PURCHASE AGREEMENT OR THE DATE OF THE PROJECTED BUDGET IN PLACE AT THE TIME THE PURCHASE AGREEMENT IS SIGNED, WHICHEVER IS LATER, AFFECTED PURCHASERS WILL BE OFFERED A RIGHT OF RESCISSION. (See Section 12 of the Purchase Agreement in Part II of the Offering Plan)

I. SCHEDULE B1
ENERGY COSTS FOR UNITS DURING
FIRST YEAR OF CONDOMINIUM OPERATION
105 Diamond Street, Brooklyn, New York
For the Year Beginning January 1 2026

<u>Unit</u>	<u>Estimated Electric Usage Per Year (KWH)</u>	<u>Electric Cost per KWH</u>	<u>Estimated Electric Cost (Mo.)</u>	<u>Estimated Electric Cost (Yr.)</u>	<u>Estimated Gas Usage (therms)</u>	<u>Gas Cost per therm</u>	<u>Estimated Gas Cost (Mo.)</u>	<u>Estimated Gas Cost (Yr.)</u>
1	18,719	\$0.28	\$465.13	\$5,581.54	240	\$1.65	\$35.15	\$421.75
2	14,966	\$0.28	\$371.91	\$4,462.94	240	\$1.65	\$35.15	\$421.75
3	15,129	\$0.28	\$375.96	\$4,511.49	240	\$1.65	\$35.15	\$421.75
4	13,144	\$0.28	\$326.63	\$3,919.64	240	\$1.65	\$35.15	\$421.75

NOTES TO SCHEDULE B-1

- Each Unit Owner will be responsible for the cost of electricity service supplied to his Unit. The building contains electric meters for each of the units and one electric meter for the common areas (common electric charges are set forth in Schedule B). Charges for each Unit will be payable directly to the utility company. Electric usage and costs include central or individual air conditioning, as well as heating for each unit.
- The above information is based upon a survey and estimate provided by R&W Engineers R &W Engineers PC, a qualified management expert with an address at 380 Townline Road Suite 150 Hauppauge, New York, 11788. The building uses electricity for heat. Usage and costs vary based on location and area of the units. For example, the yearly electricity costs for Unit 2 are estimated based on current Con Edison rates plus a 10% increase for a total of .28 per KWH and projected usage of 14,966 KWH per year, for approximately \$4,462.94 per year. The other units have been calculated accordingly. Yearly gas costs for Unit 2 are estimated based on current National Grid Energy Delivery rates plus a 10% increase for a total of \$1.65 per therm and projected usage of 240 therms for approximately \$421.75 per year. This assumes thermostat settings of 70 degrees for 16 hours (day) and 60 degrees for 8 hours (night). The figures for the other units have been calculated accordingly.
- The estimated costs are subject to change based on changes in Con Edison Rates and National Grid Delivery Rates.

ALTHOUGH SPONSOR BELIEVES THAT THE FOREGOING IS ACCURATE, NO WARRANTY OR GUARANTY IS BEING MADE BY SPONSOR, MANAGING AGENT, OR

ANY OTHER PERSON OR ENTITY AS TO WHAT THE SEPARATELY METERED GAS AND ELECTRICITY COSTS MAY BE.

**LAW OFFICES OF
N.C. CALLER, P.C.**

**4309 13TH AVENUE
BROOKLYN, NY 11219
(718) 438-2525
FAX: (718) 686-0605
CARLCALLER@NCCALLER.COM**

J. COMPLIANCE WITH REAL PROPERTY LAW § 339-i

December 24, 2025

Re: 105 Diamond Street, Brooklyn, NY
Condominium Offering Plan
Compliance with Real Property Law § 339-i

To Whom It May Concern:

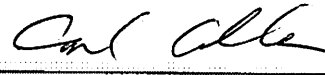
I am the attorney representing the Sponsor of this offering plan. I am not the selling agent or managing agent for this property. I have been involved in the initial phases of development and in the preparation of many condominium offering plans in New York City. I have advised developers and sponsors as to the allocation of common interests of condominiums as it relates to the value of such units. This opinion is based on other factual determinations.

The method selected for calculating the percentage of common interests in the condominium pursuant to Real Property Law Section 339-i(1) is subparagraph (iv), which provides:

“(iv) upon floor space, subject to the location of such space and the additional factors of relative value to other space in the condominium, the uniqueness of the unit, the availability of common elements for exclusive or shared use, and the overall dimensions of the particular unit.

The percentages of interest in the common elements in this condominium have been allocated to the units in accordance with the above factors in compliance with Real Property Law Section 339-i(1)(iv). They were allocated in this manner as each unit is unique based on its fair value in the building.

Very truly yours,
N.C. Caller, PC

By: 
Carl Caller, Esq.

K. CHANGES IN PRICES AND UNITS

1. Changes in Offering Price

The offering prices set forth in Schedule A may be changed by Sponsor from time to time, in Sponsor's sole discretion subject to this Section. The offering prices: may be changed both prior and subsequent to the date of the First Closing; may be increased or decreased; may be changed on one unit or on a line of units.

The offering prices set forth in the Schedule A must be changed by a duly filed amendment to the Plan when the change in price is: (i) an across-the-board increase or decrease affecting one (1) or more lines of units or unit models; (ii) is to be advertised; or (iii) is a price increase for an individual purchaser. In all other cases, the prices for the Units are negotiable and Sponsor may enter into an agreement with a purchaser to sell one or more Units at prices lower from those set forth in Schedule A.

If the purchase price for a unit is changed, the purchaser of one Unit may pay or may have paid more or less than other purchasers of comparable Units having the same Common Interest. However, such change shall not affect the Common Charges or Common Interest of any Unit (including Units whose purchase prices have changed), nor affect the purchase price stated in any Purchase Agreement then in effect.

2. Offering Prices and Price-Related Terms are Negotiable

Offering Prices and price related terms are negotiable on an individual basis, except Sponsor may not change the escrow provisions of the Contract or any other provision in violation of Article 23-A of the General Business Law or Part 20 of the regulations issued by the Department of Law. In addition, Sponsor may not modify a Contract to waive Sponsor's obligations or representations in the Plan or to reduce or abridge any rights Purchasers may have under Article 23-A.

The results of negotiation for one unit are independent of other negotiations and will not affect other negotiations. Sponsor reserves the right to negotiate with purchasers all aspects of the purchase price, including but not limited to: renovations or improvements to the apartments or the fixtures or equipment contained therein or credits or allowances therefor; amount of Deposit; terms of financing contingency in the event Sponsor agrees to permit same; extension of period to secure financing; default clause; application of the interim lease rental payment towards the purchase price; payment of all or part of purchaser's closing or financing costs such as closing costs, attorneys' fees, origination fees, commitment fees and waiver or reduction of the attorney's fees set forth in the offering plan; and any and all other costs relating to the cost of acquiring title to the unit. Further, Sponsor reserves the right to amend the Plan from time to time to add and/or delete negotiable terms.

3. Changes in Size, Layout and Number of Units

A. In order to meet the possible varying demands for number and type of Units, or to meet the particular needs of prospective purchasers, or for any other reason, Sponsor reserves the right from time to time, both before and after the First Closing subject only to the restrictions set out in subsection (B) to make the following changes to units not under contract, or units which are under contract provided the written consent of the Purchaser is obtained:

- (i) to subdivide the unit and establish new boundary walls separating the new units established (“Unit Subdivision”);
- (ii) to combine all or portions of the or more units (“Unit Combination”) and to incorporate walls, floors, ceilings, and/or other portions of the Common Elements or to establish new boundary walls, floors, ceiling and/or other portions of the Common Elements;
- (iii) to raze, move and relocate the boundary walls, floors and/or ceilings of the Unit to incorporate a portion of the Common Elements (“Unit Expansion”);
- (iv) to alter the Unit (“Unit Alteration”) including changing the number of rooms and bathrooms or the layout and configuration of the unit;
- (v) to change the description of portions of the Unit and the affected Common Elements involved in a unit change so that such applicable portions of the Common Elements become part of the Unit and/or portions of the Unit become Common Elements.

B. All unit changes must comply with the following:

- (i) no change will be made in the size or number of units and/or their respective percentages of common interest, and no material change will be made in the size or quality of common elements, except by amendment to the plan, and, when applicable, to the Declaration.
- (ii) unless an affected purchaser consents, no material change will be made in unit size, layout, or percentage of common interest if a purchase agreement has been executed and delivered to Sponsor for that unit. 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.
- (iii) all Unit Changes in any way affecting the Common Elements shall be disclosed in an amendment to the Declaration and/or Floor plans, if and to the extent required by the Condominium Act.

- (iv) all Unit changes may be made by Sponsor from time to time, both before and after the First Closing, and without the consent or approval of the Selling Agent, Managing Agent, Board, any Unit Owner, or any mortgagee, so long as such changes do not compromise the structural integrity of the building. However, Sponsor shall first obtain the approval of all governmental authorities having jurisdiction thereof whose approval is required by law.
- (v) there may be no change in the number of units at any time without an amendment to the offering plan.
- (vi) if, and to the extent required by the Condominium Act, any Unit Change shall be disclosed in an amendment to the Declaration and/or Floor plans. As more particularly provided in the Declaration, Sponsor or its designee, as the Owner of Unsold Units, will have the right itself to so amend the Declaration to effectuate any such change mentioned above to the unsold units without the Board, the other Unit Owners, or any mortgagee consenting to, or executing, such amendment.

L. INTERIM LEASES TO PURCHASERS

1. Sponsor's Option to Rent to Purchaser. Sponsor has the exclusive option to enter into a lease or other written agreement with the purchaser of a unit, or to allow the purchaser to occupy the unit for the interim period between the contract signing and the closing of title to that unit (provided there is a temporary or final certificate of occupancy for the unit or the building). In the absence of such Interim Lease, no purchaser shall have the right to occupy, use, decorate, alter or store belongings in the unit purchased by him prior to the closing. Sponsor may not rent to an interim lessee prior to the consummation of the plan.
2. No Rent Laws Applicable. These units are not subject to rent stabilization or rent protection laws. As a result, if an Interim Lease for a unit is signed, the rent will not be subject to any rent limitations or laws regulating rents and shall be a free-market, unregulated use and occupancy fee as determined by Sponsor in its sole discretion. Sponsor and its agents shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status, or any other grounds prohibited by law.
3. Lease Form. The lease shall be prepared substantially in accordance with the Interim Lease form set forth as Document No. 9 in Part II of the Plan, which is applicable to apartments not under any rental protection laws. The term of such lease shall be subject to negotiation. In the event of any inconsistencies between the lease and the Plan, the Plan shall govern. If Sponsor elects to lease an apartment, the lease will be for such rent and other terms as may be mutually agreed upon.
4. Cross-Default Provisions. Such lease will provide that an uncured default by the purchaser under his Purchase Agreement will automatically constitute a default under the Interim Lease and Purchaser shall have only the grace period stated under the Purchase Agreement to cure the default under both instruments. Sponsor must make a written demand to cure after default at least 30 days before forfeiture of the deposit may be declared. If the default under the Purchase Agreement is not timely remedied and the Purchase Agreement is cancelled, the Interim Lease shall simultaneously be cancelled.

The Purchase Agreement contains a similar cross-default provision entitling the Sponsor to cancel the Purchase Agreement in the event the purchaser fails to cure a default under his Interim Lease within the applicable grace period (if any). Before Sponsor may utilize the default under the Interim Lease to declare a default under the Purchase Agreement, Sponsor must either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the lessee unless the lessee has vacated the Unit. Effective on the date such order of eviction is issued or the Unit is vacated (as applicable), the Purchase Agreement will be cancelled and Sponsor shall be entitled to receive and retain Purchaser's down payment and any earned interest thereon (if any) without giving the Interim Lessee/Purchaser any further grace period to cure the default under the Purchase Agreement.

5. 30 Days to Vacate. If the Purchase Agreement is cancelled based on an uncured default of Purchaser; Sponsor's election to abandon or withdraw the plan; or the exercise of a right of rescission under the Purchase Agreement, the Plan, or an Amendment, the Interim Lessee will have thirty (30) days to vacate and surrender vacant possession of the apartment, free of all occupants, furniture, furnishings, household items and personal belongings, broom clean and in the same condition as existed at the start of the Interim Lease (reasonable wear and tear expected). Said 30-day period shall begin to run on the date of the cancellation or rescission of the Purchase Agreement. Time is of the essence to surrender vacant possession of the apartment within the 30-day period. Failure to surrender vacant possession by the deadline shall result in Purchaser's liability for all costs and expenses incurred by Sponsor for the delay and to recover vacant possession including, but not limited to, reasonable legal fees and disbursements; court costs and litigation expenses; carrying costs of the unit; per diem interest on the Unit's Purchase Price at the rate of 10% per annum. Sponsor reserves the right to retain said fees, if applicable, from the down payment.

6. Risk of Loss. Sponsor assumes the risk of loss from fire or other casualty until the purchase assumes such risk by taking possession of the unit. Accordingly, IF THE PURCHASER BECOMES THE TENANT OR ACTUALLY OCCUPIES THE UNIT BEFORE THE CLOSING OF TITLE THERETO AND, BEFORE SUCH CLOSING, THE UNIT IS DAMAGED BY CASUALTY OR OTHERWISE, SUCH PURCHASER SHALL ASSUME THE RISK OF LOSS AND THE OBLIGATION TO REPAIR THE DAMAGE IN EXCESS OF INSURANCE PROCEEDS, UNLESS THE CAUSE THEREOF ORIGINATED OUTSIDE OF THE UNIT AND DID NOT RESULT FROM THE ACTS OF SUCH PURCHASER OR OTHER OCCUPANTS OF THE UNIT OR SUCH PURCHASER'S GUESTS, INVITEES, OR WORKMEN.

M. PROCEDURE TO PURCHASE

This section describes the procedure to purchase a Unit and the essential terms of the Purchase Agreement, which is reproduced in full as Document Number 2 in Part II of the Plan. The Purchase Agreement contains the terms and conditions upon which the Unit will be sold and should be read carefully by the prospective Purchaser and his or her legal or financial representative before being executed.

1. Procedure to Purchase. Purchasers shall have at least three (3) business days to review the Plan and all filed amendments prior to executing a Purchase Agreement.

A. Purchase Documents. A person desiring to purchase a Unit will be required to execute, in triplicate, a Purchase Agreement (sometimes referred to as a “Contract”) in the form set forth as Document 2 in Part II of the Plan. Purchaser must also deliver the IRS Form W-8 (for foreign entities or non-resident aliens) or W-9 (for US Citizens or resident aliens). All of the above documents must be sent via overnight delivery with tracking services to Sponsor’s attorney’s office. Purchasers should note that the Unit Deed and other closing documents must match exactly the name or names of the purchaser as signed on the purchase agreement. If legal ownership is to be in the name of two (2) individuals (e.g., husband and wife), both must sign the Purchase Agreement.

B. Deposit. Together with the above documents, Purchasers must pay a sum equal to 5% of the Purchase Price, subject to negotiation (“Deposit” or “Down Payment”). Said funds should be payable to “N.C. Caller P.C., Attorney Escrow Account” and can be sent via overnight delivery with tracking services to Sponsor’s attorney’s office. The Deposit can also be wired to the Sponsor’s attorney upon request.

C. Countersigned Contract. A Contract submitted by any prospective purchaser will not be binding on Sponsor until a fully executed duplicate original of such Contract is returned to such prospective purchaser. Within five (5) business days after purchaser delivers an executed Contract together with the required Deposit, Sponsor will either accept the Contract and return a fully executed counterpart to the purchaser, or if not returned within such time, the Contract will be deemed rejected and all monies submitted with such Contract will be returned to such prospective purchaser, with interest, if any within ten (10) business days thereafter. Sponsor may reject any Contract without cause or explanation so long as such rejection is not based upon race, creed, color, national origin, ancestry, sex, or any other ground prohibited by law.

D. Notice of Closing. After the plan has been declared effective, the Sponsor will fix dates for which purchase agreements have been executed by serving notice on each Purchaser starting the date of the first closing and setting such Purchaser’s closing date, as well as the date, time and place (in The City of New York) for the transfer of title to such Unit after the last of the

following events to occur: (a) temporary or final certificate of occupancy covering the building is issued; (b) plan is declared effective; (c) declaration is recorded. Such notice will be served in compliance with Section 20.1(d)(1) no less than thirty (30) days before the date set for the closing of the unit. Time is of the essence to close on said date. Time of the Essence shall mean that Purchaser must close by the date indicated on the notice of closing or else forfeit his down payment. Purchaser at his option may waive the thirty (30) day notice provision as provided in the Contract.

E. Title Closing. At title closing, such Purchaser shall pay the balance of the Purchase Price stated in the Purchase Agreement by his or her unendorsed certified personal check or by official cashier's check drawn on a New York bank, a member of the New York Clearing House Association. Purchaser's will also be responsible for payment of other fees and costs described in detail in Section "Unit Closing Costs." A purchaser seeking financing will be responsible for all fees and costs imposed by the lender, including (but not limited to) appraisal and origination fees (if any). It is possible that a purchaser's financing commitment may expire prior to the Closing and purchaser will incur additional fees and costs.

In addition, at the closing, Purchaser shall execute a Unit Owner's Power of Attorney to the Board which provides for the Board to acquire a unit from an individual unit owner if such owner sells the unit to the Board, or in a foreclosure sale, and enables the Board to sign documents and act on the unit owner's behalf in connection with the maintenance and operation of the Condominium and common elements, including the filing of amendments to the Condominium Documents. Every Purchaser is required to sign a Power of Attorney to the Board of Managers at the closing. Failure to sign a Unit Owner's Power of Attorney at closing will result in immediate cancellation of the contract and forfeiture of the Purchaser's Down Payment. Purchaser will obtain title via a bargain and sale deed with covenants against grantors act. See Document 5 in Part II of this offering plan for the form deed to be issued.

F. Estimate of Commencement. Sponsor expects the first closing of a unit to occur on approximately January 1 2026 . Purchasers will be offered a right of rescission if: (i) the actual date of the First Closing; or (ii) the projected date of the First Closing occurs later than Jan 30, 2027 which is twelve months after the currently projected date for the First Closing. If the plan is amended to provide for a later projected date for the First Closing, purchasers who enter into the contract of sale after the amendment (and purchasers who did not elect to rescind per the above) will be entitled to an offer of rescission if the first closing occurs more than 12 months beyond that amended date of first closing. Purchasers will have at least 15 days from presentation of an offer of rescission within which to elect to rescind.

However, even if the first closing occurs before January 1 2026 , the Sponsor may schedule the closings of title to other units significantly later than such date. In such case, provided 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, Purchaser will not be entitled to a right of rescission or to make claims against Sponsor for damages or losses as a result of delays in

closing and will not be excused from paying the full purchase price of the unit. Unless your purchase agreement contains an outside closing date, the Sponsor is not obligated to schedule your closing within any specified time frame or to ensure that closing of title to your unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.

If the First Closing actually occurs, or is revised by amendment to the plan to be projected to occur, six (6) months or more from the stated anticipated date of the First Closing, Sponsor will amend the plan to include a revised budget disclosing current projection. If such amended projections exceed the original projections by 25% or more, Sponsor will offer all purchasers the right to rescind their offer to purchase and to have their Deposits refunded. If such right to rescind is exercised within fifteen (15) days after presentation of the amendment, the Deposit and unexpended sums for special work ordered will be refunded within ten (10) days of Sponsor's receipt of the notice of rescission. Sponsor may not declare the Plan effective where there are material changes to the budget which have not been disclosed by a duly filed amendment to the offering plan.

2. Terms of Purchase Agreement. The following is a summary of certain material provisions of the Purchase Agreement, but is not intended as a complete statement of these or other important provisions of the same. Reference should be made to the form of Purchase Agreement set forth as Document No. 2 of the Plan for the complete terms of these and other material provisions:

A. Incorporation of the Plan. The Plan (including without limitation the Condominium Documents contained in Part II of the Plan) and any amendments thereto duly filed by Sponsor are incorporated into each Purchase Agreement by reference. The execution and submission of a Contract constitutes Purchaser's acceptance of the Plan (Parts I and II) and his agreement to abide and be bound by the terms of same, as well as all amendments to the Plan duly filed by Sponsor. Except as may otherwise be provided by law and/or the governing regulations, Sponsor cannot change the size, location of buildings or units other improvements or common elements if such changes affect the percentage of common interests or adversely affect the value of any unit to which title has closed or for which a purchase agreement has been executed and is in effect unless all effected unit owners and contract vendees consent in writing to such change. No Purchaser shall have the right to approve or consent to any such amendments, including, without limitation, any changes, modifications, or updating of the estimated Common Charges or estimated real estate taxes or assessments to be paid by Purchaser and no such amendment will excuse a purchaser from performing his obligations under a Purchase Agreement or entitle such purchaser to any credit or offset against the purchase price set forth therein. However, if an amendment materially adversely affects the rights, obligations, or liabilities of then-existing Purchasers, Purchasers will be given the right to rescind their Purchase Agreements by notifying Sponsor within not less than fifteen (15) days of the presentation of such amendment and will receive a refund of their Down Payment and unexpended sums for special work ordered, with interest, if any, within ten (10) business days after

Sponsor's receipt of Purchaser's election to rescind. Any draft amendment intended to be submitted to the Department of Law for inclusion in the offering plan may be presented to prospective purchasers prior to contract execution. Notwithstanding the foregoing, Sponsor may not declare the plan effective where there are material changes to the Budget which have not been disclosed in a duly filed amendment to the offering plan.

B. Funds. All funds received from prospective purchasers by Sponsor will be handled in accordance with the provisions of Sections 352-h and 352-e(2)(b) of the GBL and Section 71-a(3)(a) of the Lien Law and shall be used by Sponsor only in connection with the consummation of the Plan. Section 71-a(3) of the Lien Law requires, at purchaser's option, that the deposit funds be placed in an escrow account in a bank trust company, savings bank, or state or federal savings and loan association located in New York State. Said monies must be deposited within five (5) business days of Sponsor's receipt of them. Sponsor must advise purchaser in writing within ten (10) business days after the deposit has been made of the name of the depository where the funds have been placed.

All funds received by Sponsor for upgrades or extras must initially be placed in the escrow account. However, purchasers should note as a special risk that such funds may be released from the escrow account by the escrow agent as long as Sponsor uses the funds for such upgrades or extras. As a result, in the event a purchaser is entitled to rescission, the purchaser will not receive a refund of any funds used for upgrades or extras unless Sponsor abandons the plan.

C. Financing. Purchaser may partially finance the purchase of this unit by obtaining a mortgage loan for the purchase price. However, notwithstanding Exhibit B annexed hereto, the obligations of purchaser under this Purchase Agreement are not conditional on the purchaser's obtaining financing. Any prospective purchaser who executes a Purchase Agreement and does not obtain financing may lose his or her deposit if he or she is unable to otherwise raise the monies for the balance of the purchase price. Prospective purchasers who require financing are advised to consult with a lending institution before execution of a Purchase Agreement. No representation is made by Sponsor as to the availability or cost of such financing. See 'Purchase Agreement,' in Part II, Document Two (2).

D. Secured Loan Condition Rider. The Contract is not contingent on purchaser's obtaining financing. Any prospective Purchaser who executes a purchase agreement and does not obtain financing may lose his entire down payment if unable to pay the purchase price. Prospective purchasers who will need financing to purchase are advised to consult with a bank before execution of a Purchase Agreement to ascertain the likelihood of obtaining financing. No representation is made by Sponsor as to the availability or cost of such financing.

However, Sponsor may, in its sole discretion, approve a mortgage contingency. If Sponsor consents to permit a mortgage contingency, the purchaser may condition his Purchase Agreement upon obtaining a loan from an institutional lender doing business in New York of not

more than 75% of the sales price, or such other amount as to which the parties may agree, and the Contract will be modified by appending to same the Secured Loan Condition Rider set forth as Exhibit B to the Purchase Agreement in Part II of this Plan (the terms of which are also set forth below). Purchasers should note that the financing commitment may expire or that the terms of the commitment may change prior to actual closing. However, in the event Sponsor agrees to condition the Purchase Agreement upon financing, under New York Law, when a mortgage commitment is not fulfilled through no fault of purchaser, performance will be excused and the down payment will be returned. The following are the terms of the Secured Loan Condition Rider:

- (i) Contingency Period and Terms of Loan. The obligations of Purchaser hereunder are conditioned upon issuance on a date which is on or before forty-five (45) days from date the Purchaser receives an executed Purchase Agreement (“Mortgage Contingency Expiration Date”), of a written commitment from any Institutional Lender (which shall include a mortgage banker and broker) pursuant to which such Institutional Lender agrees to make a first mortgage loan to Purchaser, at Purchaser’s sole cost and expense, of an amount equal to 75% of the purchase price or such lesser sum as Purchaser shall be willing to accept, or such other sum as to which the parties may agree, at prevailing interest rates for a term of at least thirty (30) years and on other customary commitment terms, whether or not conditional upon any factors other than an appraisal satisfactory to the Institutional Lender.
- (ii) Application Procedure. Within two (2) weeks of the date of the fully executed Purchase Agreement, Purchaser must make a mortgage application. Within seven (7) business days thereafter, Purchaser must provide Seller and/or Seller’s attorney with the name and address of the bank or mortgage broker to which application has been made. Purchaser shall authorize the mortgage broker or lending institution to talk directly to Seller’s attorney regarding the status of the mortgage application. Failure to send such notice, after receiving written notice from the Seller, will be considered to be a waiver of the mortgage contingency.
- (iii) Purchaser’s Responsibilities. Upon making an application pursuant to this section, Purchaser shall: (1) furnish accurate and complete information regarding Purchaser and members of Purchaser’s family, as required, (2) pay all fees, points and charges required in connection with such application and loan, which may include the appraisal, credit checks, and origination fees, (3) pursue such application with diligence, and (4) cooperate in good faith with such Institutional Lender to obtain such commitment. Purchaser shall comply with all requirements of such commitment (or of any other commitment accepted by Purchaser) and shall furnish Seller with a copy thereof promptly after receipt.
- (iv) Failure to Obtain Commitment. The purchaser will have the right to terminate the Purchase Agreement and be refunded all monies deposited thereunder, without interest, and unexpended sums for special work ordered in the event:

(a) an institutional lender fails, despite Purchaser making an application in good faith and satisfying the conditions of paragraph (C)(3), above, to issue its commitment on the terms described above within 45 days (or such other period as the Sponsor may permit, in Sponsor's sole discretion), provided the purchaser gives notice of termination not later than five (5) business days after the expiration of the aforementioned period. In such event, if Seller has reasonably determined there is a high probability that Purchaser will be approved for a mortgage commitment with equal or better terms than those applied for under the original commitment, the Seller may, at its option within fifteen (15) days after receipt of the notice of rejection or expiration of the contingency period, whichever the case may be, cause Purchaser to submit an application together with the required fees to another Institutional Lender and Purchaser shall be required to accept the commitment under the same terms and conditions as stated above. The terms of such commitment will be equal to or better than the terms originally sought by the purchaser; or

(b) the commitment issued by the lender is not funded by the closing, due to factors outside of purchaser's control, provided the purchaser gives notice of termination no later than ten (10) days before the scheduled closing unless purchaser's loan commitment is not funded through no fault of purchaser and purchaser did not receive sufficient notice and is therefore unable to give notice to Sponsor within ten days of closing; or

(c) if a Purchaser's obligations are contingent on obtaining a financing commitment and the financing commitment lapses or expires prior to closing, and the Purchaser has made a good faith effort to extend the commitment, Sponsor must grant to such Purchaser a right of rescission and a reasonable period of time to exercise the right.

(vi) Failure to Notify. Time is of the essence with respect to the Purchaser's obligations under the mortgage contingency application process. If Purchaser fails to give timely notice of cancellation in accordance with paragraph (iii)(a), then Purchaser shall be deemed to have waived the right to cancel the contract and to receive a refund of the Deposit and unexpended sums for special work ordered by reason of the contingency contained in this Rider. The contract will remain in full force and effect and the mortgage contingency will no longer apply. In addition, Seller may, at its option, cancel the contract and thereafter neither party shall have any further rights against or obligations or liabilities to, the other by reason of this contract, and upon cancellation the down payment and unexpended sums for special work ordered shall be promptly refunded to Purchaser.

E. Escrow and Trust Fund Requirements. This plan shall be in compliance with the provisions of the Attorney General's regulations and GBL §§ 352-e(2-b) and 352-h concerning escrow trust

funds. All deposits shall be held in compliance with the foregoing regulations. Details regarding the escrow requirements are as follows:

- (i) The law firm of N.C. Caller P.C., telephone number (718) 438-2525, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Carl Caller and Aryeh Fried. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.
- (ii) Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of the Purchase Agreement or otherwise concerning the maintenance or release of the Deposit from escrow.
- (iii) Escrow Account. Escrow Agent has established an escrow account at Dime Community Bank at its branch located at 898 Veterans Memorial Hwy #240, Hauppauge NY 11788 ("Bank") which is authorized to do business in the State of New York. The escrow account is entitled "N.C. Caller P.C. Attorney Escrow Disbursement Account" ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of \$250,000.00 per deposit. Any deposit in excess of \$250,000.00 will not be insured. If Purchaser has other accounts at the bank or branches, the assets in all of Purchaser's accounts will be aggregated together with the escrow deposit accounts for the purpose of determining whether the maximum FDIC insured amount is achieved.

All Deposits shall be in the form of checks or wire transfers, and shall be made payable to or endorsed by the Purchaser to the order of "N.C. Caller, P.C. Attorney Escrow Account", as Escrow Agent. Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of the Purchase Agreement.

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

- (iii) The Purchase Agreement. The Purchase Agreement is attached hereto as Document Number 2 in Part II of the Plan. The relevant escrow trust fund provisions are included in Paragraph 5 of the contract, which must be executed by Escrow Agent.

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

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

(iv) Escrow revisions. Before funds are transferred to any new escrow account, or if the escrow agent is replaced, the plan must be amended to provide the same full disclosure with respect to the any new account, the escrow agent and the escrow agreement as was originally provided.

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

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

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

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

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

- (a) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or
- (b) all Purchasers after an Amendment abandoning the Plan is accepted for filing by the Department of Law.

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

(vii) 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-c(2-b) and 352-h concerning escrow trust funds shall prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Plan, or any amendment thereto.

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

(ix) Records on file. The escrow agent shall maintain all records concerning any escrow account for seven (7) years after release of the funds. Upon the dissolution of any law firm which was the escrow agent, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of them or by the successor firm and shall notify the Department of Law of such transfer

(x) Trust obligation of sponsor. Nothing contained herein shall diminish or impair the sponsor's statutory obligation to each purchaser pursuant to GBL section 352-h to hold in trust all deposits, advances or payments made in connection with the offer until consummation of the transaction with such purchaser. Consummation of the plan does not relieve sponsor of its obligations pursuant to GBL section 352-h. Funds from 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.

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

F. Events of Default. Time is of the essence to cure defaults. If Purchaser (i) defaults in paying the balance of the Purchase Price on the date scheduled by Sponsor for closing; or (ii) defaults in performing some other obligation under the Contract and fails to cure such default within thirty (30) days after Sponsor sends written notice to Purchaser specifying the nature of the default, Sponsor's sole remedy is to cancel the Contract by sending thirty (30) days' written notice to such Purchaser and, if Purchaser fails to cure such default within said period, to retain, as and for liquidated damages the amount of the down payment (the "Liquidated Sum") except that the actual cost incurred by Sponsor for any special work ordered by purchaser may also be retained as liquidated damages. Any payments received by Sponsor in excess of the Liquidated Sum, together with any interest earned on such excess payments, if any, shall be refunded to Purchaser with reasonable promptness. Sponsor may not seek specific performance of the Contract.

G. Interim Lease. If a Purchaser is or becomes a tenant or occupant of the Building pursuant to an Interim Lease or other written agreement and fails to pay rent or otherwise to comply with his lease obligations, or vacates or abandons the Unit, then Sponsor may cancel his Contract as set forth above whether or not Purchaser is evicted by reason thereof. Before the Sponsor may utilize the default under the lease to declare a default under the Purchase Agreement, Sponsor must either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the lessee unless the lessee has vacated the Unit. The interim lessee will have thirty (30) days to vacate the apartment after a default under the Purchase Agreement or in the event the Lessee defaults on the Contract. However, if such Purchaser is not evicted from the Building by reason of such default, by vacating or abandonment, Sponsor shall return to such Purchaser all monies deposited under the Purchase Agreement, together with the interest earned thereon, if any. See Section "Interim Leases".

The purchaser may not occupy the unit or perform any work in the unit prior to closing without the prior written consent of Sponsor. If purchaser occupies the unit or performs any work in the unit prior to closing without the prior written consent of Sponsor, such event shall constitute a default under the Purchase Agreement.

H. Fixtures and Appliances. Sponsor is only providing the hookups for a range and oven in each unit and is providing 1 washer and 1 dryer hookup in each unit. The units will be prepared so that a final or temporary Certificate of Occupancy may be issued prior to closing. Furniture, wall coverings, furnishings, decorations and the like in or about any model are not included in the sale. There will be no modifications or extras unless agreed to in writing by the parties.

I. Fee to Sponsor's Counsel. Purchaser shall pay a fee of \$3,500.00 to N.C. Caller P.C., 4309 13th Avenue, Brooklyn, NY 11219 for services rendered in connection with preparing documents. Should Sponsor's counsel be required to attend a Closing outside their office, purchaser will be responsible for paying an attendance fee of \$1,000.00. In addition, there shall be a fee of \$200.00 per hour if the duration of the closing exceeds two (2) hours due to the fault of Purchaser or its representatives. There is an additional fee of \$250.00 for any work in connection with obtaining a mortgage. There shall be a fee of \$200.00 if e-forms for New York City Real Property Transfer Tax are prepared by Sponsor's attorney.

J. Closing of Title. The closing of title to each Unit will be held at Sponsor's attorney's office on such date and at such hour as Sponsor shall designate to Purchaser on not less than thirty (30) days' prior written notice. Purchaser may waive this notice provision. Sponsor has the right to postpone the closing date and to fix a new closing date within a reasonable time period. In such event, Sponsor shall give Purchaser not less than ten (10) days' notice of the new date and time of closing. The First Closing shall take place only after or concurrently with the occurrence of the events set forth in Section "Unit Closing Costs and Adjustments". Purchasers desiring to arrange for such closing to take place at another location in New York City should promptly notify Counsel for Sponsor of that address and, in addition, will be responsible for the payment of an attendance fee.

The foregoing shall not act to extend Sponsor's time to declare the Plan effective as set forth in the Section entitled "Effective Date" and shall not affect Sponsor's right to abandon or withdraw the Plan as set forth in such section. In the event the Plan is abandoned or withdrawn, the Purchase Agreement will be deemed cancelled and all monies paid by Purchaser thereunder, together with interest earned, if any, and all funds received for upgrades or extras shall be disbursed as discussed in the subsection entitled "Funds" of the Contract and Plan. After the funds are so disbursed, neither Purchaser nor Sponsor shall have any claims against each other or against the Selling Agent in connection with the Purchase Agreement or the Plan, and all of the same shall be released and discharged from all liabilities under the Purchase Agreement and the Plan.

K. Purchasers shall be required to pay the New York City Transfer Taxes due upon the Closing of Title to a Unit. In accordance with New York State Law, New York State Transfer Taxes shall not be payable, directly or indirectly, by the purchaser except as provided for in the purchase agreement between sponsor and purchaser.

(See <http://legislation.nysenate.gov/pdf/bills/2021/S2509C> Part O).

As the purchase agreement between the Sponsor and Purchaser explicitly provides for such State Transfer taxes to be paid by the purchaser, purchasers shall be required to pay the New York State Transfer Taxes due upon the Closing of Title to a Unit, in addition to the so called New York State “Mansion Tax,” which is payable with respect to any Residential Unit with a purchase price of \$1,000,000.00 or more. The Mansion Tax incrementally increases from the lowest tax rate of 1% where the consideration is \$1,000,000.00 or more, up to the highest tax rate of 3.9% where the consideration is \$25,000,000.00 or more, as follows:

- (i) 1% where the Purchase Price equals at least \$1,000,000.00 but less than \$2,000,000.00;
- (ii) 1.25% where the Purchase Price equals at least \$2,000,000.00 but less than \$3,000,000.00;
- (iii) 1.5% where the Purchase Price equals at least \$3,000,000.00 but less than \$5,000,000.00;
- (iv) 2.25% where the Purchase Price equals at least \$5,000,000.00 but less than \$10,000,000.00;
- (v) 3.25% where the Purchase Price equals at least \$10,000,000.00 but less than \$15,000,000.00;
- (vi) 3.5% where the Purchase Price equals at least \$15,000,000.00 but less than \$20,000,000.00;
- (vii) 3.75% where the Purchase Price equals at least \$20,000,000.00 but less than \$25,000,000.00; and
- (viii) 3.9% where the Purchase Price equals at least \$25,000,000.00.

Although Transfer Taxes are customarily paid by the seller in single-family and other covered transactions (other than condominium developments), the responsibility for payment of such taxes may be modified by the contract between Sponsor and Purchaser.

It is customary in New York City for Purchasers of condominium units from a Sponsor of a condominium plan to pay Transfer Taxes. Purchasers are advised that the New York City Department of Finance may take the position where the Purchaser pays New York City Transfer Taxes and/or Sponsor’s legal fee, such amount will be added to the taxable consideration, thereby increasing the amount of tax due from Purchaser. In addition, where the Purchase Price of the Residential Unit is close to, but less than, the consideration required to trigger the Mansion Tax,

and Purchaser pays the New York City Transfer Taxes and/or Sponsor's legal fee, the Mansion Tax may become due and payable, or the Mansion Tax rate may increase, as a result of such additional consideration. Purchasers are encouraged to consult with legal counsel regarding the foregoing.

However, the same is *not true* of the New York State Transfer Taxes, in that in the case of a conveyance of residential real property and where the tax imposed is paid by the Purchaser pursuant to a contract between the Sponsor and Purchaser, the amount of such tax shall be excluded from the calculation of consideration subject to tax (see <https://legislation.nysenate.gov/pdf/bills/2021/S2509C> Part O).

L. Building Smoking Policy. The terms of the Smoke-Free Air Act ("SFAA") will be the smoking policy for the building. Smoking or the use of electronic cigarettes is prohibited in common indoor areas of the building. The common areas include hallways, stairwells, lobbies, and other work areas of the building used by residents, tenants or by maintenance and building personal. In the common indoor areas of the building, building owners must display a sign that says "No smoking or electronic cigarette use.". Smoking and electronic cigarette use is not prohibited in the private dwelling units or apartments or other private residences, except in areas where child day care centers or health care facilities operate and are open or employees are working. Smoking is not prohibited in the outdoor common and limited common areas of the building including but not limited to courtyards, rooftops, balconies and patios and any outdoor areas connected to the dwelling units. This disclosure is in compliance with Local Law 147. See the Section of the Plan entitled "Rights and Obligations of Residential Unit Owners" in Part I of this Plan and "Residential Rules and Regulations" in Part II of this Plan for further details. \

M. The Director of the Financial Crimes Enforcement Network ("FinCEN") of the U.S. Department of the Treasury issued a Geographic Targeting Order ("GTO") effective March 1, 2016. The GTO required title insurance companies to collect and report information regarding the persons involved in residential real estate transactions where: (i) the purchaser is a legal entity as defined in the GTO; (ii) the purchaser purchases residential real property located in the Boroughs of Brooklyn, Queens, Bronx, Manhattan or Staten Island; (iii) the total purchase price of the property is \$300,000.00 or more; (iv) such purchase is made without a bank loan or other similar form of external financing; and (v) the purchase is made at least in part, using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, a money order in any form, a fund's transfer, or virtual currency ("Covered Transactions"). The GTO affects all residential real property closing occurring on or after September 22, 2017 until the expiration of the order (currently renewed and expanded until April 14, 2025), which date is subject to change by FinCEN. The GTO requires title insurance companies to collect and report information about the persons involved in certain residential real estate transactions. Although the terms of the extended GTO are confidential,

Purchaser shall comply in all respects with Purchaser's title insurance company's request(s) for information pursuant to the GTO, at Purchaser's sole cost and expense. Purchaser's failure to comply with such requests to otherwise comply with the GTO shall not relieve Purchaser of Purchaser's obligation to Close Title to the Unit on the scheduled Closing Date. A copy of the GTO can be found at https://www.fincen.gov/sites/default/files/shared/REGTO1121_Generic%20Order.pdf

In the event the GTO is amended at any time prior to and including the Closing Date to define a "Covered Transaction" as one in which the purchase price is less than \$300,000.00, the foregoing obligation of Purchaser shall apply, and this Purchase Agreement shall be deemed amended to require Purchaser to comply with such amended GTO in all respects.

N. Broker. Purchaser will represent to Sponsor that he or she has not dealt with any broker other than the Selling Agent in connection with the acquisition of his or her Unit and will indemnify Sponsor against the claims of any other broker, if such broker is not disclosed to Sponsor at the time of the contract.

O. No Lien. Neither the Purchase Agreement nor any monies deposited thereunder shall constitute a lien against the Property, including the Unit.

P. Survival of Obligations. All representations set forth in the Offering Plan, all obligations pursuant to the GBL, and such additional obligations under the Offering Plan which are to be performed subsequent to the Closing Date shall survive delivery of the deed.

In the event a Purchase Agreement is cancelled, both Sponsor and Purchaser shall be relieved of all further obligations and liabilities thereunder and under the Plan, and Sponsor shall be free to sell the Unit to another as though such Purchase Agreement had never been made and without accounting to the Purchaser for the proceeds received on such sale.

Q. Damage to Units. If the purchaser becomes the tenant of the unit pursuant to an Interim Lease before the closing of title thereto and, before such closing, the unit is damaged by casualty or otherwise, such purchaser shall assume the risk of loss and the obligation to repair the damage in excess of insurance proceeds, unless the cause thereof originated outside of the unit and did not result from the acts of the purchaser or other occupants of the unit, or such purchaser's guests, invitees, or workmen. No purchaser shall have the right to occupy a Unit purchased by him prior to Closing unless Sponsor agrees to permit such occupancy under an interim lease or other written agreement. See "Interim Leases" for further discussion.

After closing, if a Unit is damaged by casualty and the insurance proceeds are insufficient to cover the cost of the repair of the Unit, the amount necessary to restore the Unit exceeding the

insurance proceeds will be the individual Unit Owner's expense. In addition, this coverage does not include claims for personal injury or property damage occurring within a Unit. Unit Owner's should consider obtaining personal injury or property damage occurring within a Unit. Unit Owners should consider obtaining at their own cost: (a) additional fire insurance coverage above and beyond the coverage maintained by the Board; and (b) additional insurance cost covering the contents of the Unit, personal property, and liability for personal injury as a result of occurrences in the Unit. A person in possession who is not an owner cannot insure the unit since he or she has no ownership interest and the unit cannot be doubly insured.

Except as set forth above, all other risk of loss or damage in excess of insurance proceeds prior to Closing is assumed by Sponsor, but Sponsor shall not be obligated or liable to repair the damage. Sponsor shall be notified by the Board of damages within fifteen (15) days of the occurrence of the damage and will make a determination whether or not to repair the damage within fifteen (15) days of receipt of said notice. If Sponsor or (in the event the Declaration is filed) the Unit Owners do not elect to repair the damage, the Purchase Agreement will be cancelled and be of no further force or effect. Thereafter, the purchaser will be refunded all purchase monies paid to Sponsor with interest earned thereon, if any, within thirty (30) days. If Sponsor elects to repair or replace the loss or damage, the Purchase Agreement shall continue in full force and effect; Purchaser shall not have the right to reject title to the Unit or to receive a credit against, or abatement in, the purchase price; Sponsor shall be entitled to a reasonable period of time to complete such repairs or replacement; and purchaser shall not be required to pay the balance of the purchase price unless and until: (i) the Unit has been repaired in compliance with the offering plan and the repairs result in a condition that is Equal or Better Quality than immediately prior to the casualty, (ii) essential services (such as gas, electricity, and heat) and a reasonable means of ingress and egress to the Street have been restored and (iii) any condition in the Unit for which a violation (if any) is noted or issued has been corrected, other than those that are the obligations of the tenant to cure or that are caused by the act or omission of the tenant. Sponsor will remove subsequent to closing all violations of record which it is obligated to correct. Additionally, if Sponsor elects to repair or replace the loss or damage and the purchase agreement is contingent on the purchaser obtaining financing, if, after making a good faith effort to extend the term of the commitment to enable to sponsor to repair the damage, an extension is not obtained, the purchaser will be afforded a right of rescission.

R. Purchaser's Remedy. Sponsor may abandon the offering plan any time before it is declared effective. After the plan is declared effective, if Sponsor shall be unable to convey and deliver the apartments in accordance with the terms of the Purchase Agreement, (except for any failure to perform any obligation imposed by applicable statute or regulation, or a failure to perform his obligations under the offering plan) and Sponsor is unable to cure the defects because of: (a) a defect in title which cannot be cured without litigation or cannot be cured for less than one-half of one percent of the total offering, or (b) substantial damage or destruction of the building by fire or other casualty which cannot be cured for less than one-half of one percent of the total offering, or (c) the taking of any material portion of the Property in condemnation proceedings or by eminent

domain, Sponsor shall abandon the plan and the sole remedy of purchaser shall be to rescind the Purchase Agreement and be refunded the entire down payment with interest, if any, plus all sums provided for special work ordered. These are the only three reasons Sponsor may abandon the plan after it is declared effective. In the event Sponsor shall be unable to convey and deliver the apartments in accordance with the terms of the Purchase Agreement, for any reason other than the three bases referenced herein above, Sponsor must cure such defects within a reasonable time. See Section “Effective Date” for further details.

Purchasers are entitled to an offer of rescission if Sponsor is unable to acquire title to the property within twelve months from the date of the purchase agreement.

S. Assignment of Purchase Agreement. The Purchase Agreement is not assignable without the consent of the Sponsor. The 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.

T. Conflict Between Governing Documents. If there is any conflict between the Plan and the Contract, it will be resolved in favor of the Plan. The Purchase Agreement does not contain nor will it be modified to contain a provision waiving a purchaser's right or abrogating Sponsor's obligations under the Offering Plan or under Article 23-A of the General Business Law.

U. Arbitration. In order to resolve any dispute, controversy, claim or question arising with respect to the Condominium (with the exception of disputes arising under the Housing Merchant Implied Warranty) or the Purchase Agreement (which includes a clause permitting disputes regarding the disposition of down payments or advances received by the Sponsor be submitted to arbitration), or to break any deadlock in voting, the dispute or question involving the aforementioned matters shall be submitted to arbitration through the American Arbitration Association (“AAA”), which will give any party the rights he is entitled to under New York law. The arbitration proceeding will follow the rules of the AAA. The arbitrator will be neutral and independent of Sponsor and its principal and will be designated by the AAA. The hearing will take place in the county where the building is located.

The parties to the purchase agreement are giving up the right to bring suit in court, including the right to a trial by jury, concerning disputes over the disposition of escrowed funds, except as provided by the rules of the arbitration forum in which a claim is filed. The decision of the arbitrators so chosen shall be given within thirty (30) days after their selection or appointment, and said decision shall be final and binding. A party’s ability to have a court reverse or modify an arbitration award is very limited. The ability of the parties to obtain documents, witness statements and other discovery may be more limited in arbitration than in court proceedings. The arbitrators may not have to explain the reason for their award. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. Unlike litigation, New York law does not authorize the filing of a notice of pendency based on ongoing arbitration proceedings.

The fees, costs and expenses of the arbitrators shall be shared equally by the disputants. Each disputant shall also bear the fees and expenses of his or her own counsel and expert witnesses. The rules of the AAA can be found on their website: <http://www.adr.org>. Nothing contained in this paragraph shall be construed to preclude any purchaser's rights under Article 23-A of the GBL. The Board shall follow the directions of the Arbitrators. The panel will have the authority to file their decision with the Court under the New York Arbitration Law and Article 75 of the CPLR. Any decision rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in a court of competent jurisdiction. The decision shall be enforceable in a court of competent jurisdiction. A party's ability to have a court reserve or modify an arbitration award is very limited. If the arbitration proceeding concerns an escrow dispute under the purchase agreement, the deposit shall not be released from escrow until at least 90 days has elapsed from the issuance of a final arbitration award. If the purchaser brings a proceeding pursuant to CPLR §7511 to vacate the award, the funds must remain in escrow until that proceeding is finally adjudicated. The rules of the AAA can be found on their website: <http://www.adr.org>.

N. EFFECTIVE DATE

The offer to sell the units under this Plan is contingent upon the Plan being declared effective in accordance with the provisions set forth below.

1. Minimum Effectiveness Requirements. The Plan may not be declared effective unless *bona fide* purchasers, including purchasers for investment, have signed purchase agreements for at least fifteen percent (15%) of the residential units offered under the Plan. In this Offering, Sponsor may declare effective by selling one (1) residential unit, which is greater than the 15% threshold and constitutes 25% of the residential units offered under the plan. In the event all of the purchasers counted toward effectiveness rescind or terminate their purchase agreements prior to the First Closing, Sponsor will re-declare the plan effective, regardless of whether the declaration has been recorded.

The Plan will not be declared effective based on Purchase Agreements:

- (a) signed by purchasers who have been granted a right of rescission that has not yet expired or been waived; or
- (b) if the purchaser did not have three (3) business days to review the offering plan and all filed amendments prior to executing a purchase agreement; or
- (c) with any purchaser who is the Sponsor, the Selling Agent, or the managing agent, or is a principal of Sponsor, the Selling Agent, or the managing agent, or is related to Sponsor, the Selling Agent or the managing agent or any principal of Sponsor, 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 a Sponsor or a principal of Sponsor, may be included in the count if Sponsor has submitted proof satisfactory to the Department of Law establishing that such purchaser is bona fide.

2. Mandatory Effectiveness. The Plan must be declared effective when Purchase Agreements have been accepted by Sponsor for 80% of the residential units under the Plan. In this Offering, Sponsor must declare effective by accepting purchase agreements for four (4) units, which satisfies the eighty percent (80%) threshold and constitutes one hundred percent (100%) of the residential units offered under the plan.

3. Procedure to Declare Effective. The Plan may be declared effective by personal service of a notice on each purchaser or by commencement of service by made, addressed to the offeree at the last known residence of such offeree, stating that the plan was declared effective on a certain date,

the percentage used to declare the plan effective, and a list of the units being counted to meet the minimum percentage under the terms of the plan to declare it effective. This offering plan may not be declared effective unless the bona fide unit purchasers, including any investors, if any, have signed purchase agreements for at least fifteen percent (15%) of the residential units offered under the plan. Units of a primarily ancillary nature such as storage units, garage spaces, boat slips or cabanas, may not be counted toward effectiveness. Such units may be excluded from the base in calculating the percentage needed to become effective. Sponsor will include a copy of the recorded deed to the Sponsor in the effectiveness notice and in any subsequent amendments to the offering plan. Because the building contains fewer than five (5) residential units, a closing may occur without the submission of an effectiveness amendment to the Department of Law at the time that the plan is being declared effective. However, the Sponsor must comply with the requirements of Part 20.5 when submitting a post-closing amendment.

4. Abandonment. Sponsor may, at its option, declare the Plan abandoned for any reason whatsoever before it is declared effective. If Sponsor has accepted any purchase agreements at that point, Sponsor shall promptly file an amendment together with a notice of abandonment on Form RS-3. All monies paid by purchasers shall be refunded to them in full with interest earned, if any, within five (5) days after the amendment abandoning the plan has been accepted for filing. If there are no outstanding purchase agreements, Sponsor shall submit a form RS-3 only.

Sponsor may abandon the offering plan any time before it is declared effective. After the plan is declared effective, if Sponsor shall be unable to convey and deliver the apartments in accordance with the terms of the Purchase Agreement, (except for any failure to perform any obligation imposed by applicable statute or regulation, or a failure to perform his obligations under the offering plan) and Sponsor is unable to cure the defects because of: (a) a defect in title which cannot be cured without litigation or cannot be cured for less than one-half of one percent of the total offering, or (b) substantial damage or destruction of the building by fire or other casualty which cannot be cured for less than one-half of one percent of the total offering, or (c) the taking of any material portion of the Property in condemnation proceedings or by eminent domain, Sponsor shall abandon the plan and the sole remedy of purchaser shall be to rescind the Purchase Agreement and be refunded the entire down payment with interest, if any, plus all sums provided for special work ordered. These are the only three reasons Sponsor may abandon the plan after it is declared effective. In the event Sponsor shall be unable to convey and deliver the apartments in accordance with the terms of the Purchase agreement, for any reason, other than the three bases referenced herein above, Sponsor must cure such defects within a reasonable time. Any amount relied upon as a basis for abandonment after effectiveness excludes attorney fees or any such title defects or determinations of any authority or regulatory association which exist on the date of presentation of the plan and are either known to Sponsor or are a matter of public record. Sponsor cannot abandon the Plan for any judgments or liens against the property resulting from acts of Sponsor or any of its principals or which are known to Sponsor or any of its principals on the date of the Plan. Subsequent to the First Closing, this Plan may not be abandoned unless at least eighty percent (80%) of the Residential Unit Owners vote to terminate the Condominium.

5. Closing Procedure. After this Plan has been declared effective, Sponsor will, from time to time, fix one or more dates for closing title to Units for which Purchase Agreements are in effect. The First Closing will be held no sooner than thirty (30) days after the date upon which notice is given that the Plan is declared effective. If the Closing does not occur within twelve months of the date on the budget or an updated budget, the plan will be amended to offer purchasers a right of rescission. The Closing of title to each Unit will take place in accordance with the terms of the applicable Purchase Agreement. (See Section "Terms of Sale" for a more complete discussion of the events that will occur at each such closing of title.)

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

O. TERMS OF SALE

1. Deed and State of Title. Upon delivery to Sponsor of: (i) the balance of the Purchase Price, (ii) a Unit Owner's Power of Attorney in favor of the Board and Sponsor and (iii) a transferee affidavit or a transfer tax return in the form required to be filed with The City of New York, each of which must be executed and acknowledged by the Purchaser, Sponsor will execute, acknowledge and deliver to the Purchaser a Bargain and Sale Deed with covenant against grantor's acts substantially in the form set forth as Document Number 5 in Part II of the Plan, conveying title to such Unit to Purchaser subject only to the title exceptions reproduced in this section and in Exhibit A to the Purchase Agreement.

2. Title Exceptions. Title to each unit and its appurtenant interest in the common elements will be conveyed at the closing free and clear of all liens, encumbrances and title exceptions other than Permitted Encumbrances which are reproduced below and repeated in the Purchase Agreement Exhibit A. Title exceptions include the state of facts shown on a stated survey and any additional state of facts a subsequent survey would show, provided that such additional state of facts does not render title unmarketable. The title company will affirmatively insure that none of the same affect the use of the premises as a Condominium, if so requested by Purchaser in writing to the Title Company and Sponsor's attorney at least ten (10) days prior to the closing of title, by the issuance of a title insurance binder insuring fee title to the Unit in the purchaser, at purchaser's expense, subject only to the encumbrances set forth in purchaser's Purchase Agreement (all other liens will be removed or insured against enforcement or collection by Purchaser's title company prior to or at closing), which binder will also insure that a valid condominium has been created pursuant to the terms of the Condominium Act. (See Section O "Unit Closing Costs and Adjustments" for an estimate of the cost to the purchaser to obtain title insurance). Such permitted encumbrances include:

A. Building restrictions and zoning laws and other regulations, resolutions and ordinances and any amendments thereto now or hereafter adopted by any governmental or quasi-governmental authority having jurisdiction.

B. State of facts which an accurate survey or personal inspection of the Land would show, provided such facts would not prevent the use of the Unit for dwelling purposes nor render title unmarketable.

C. The terms, burdens, covenants, restrictions, conditions, easements, and rules and regulations, all set forth in the Declaration, the By-Laws (and the Rules and Regulations made thereunder), the Power of Attorney from Purchaser to the Board and Selling Sponsor and the Floor Plans, all as may be amended from time to time.

D. Consents by Seller or any former owner of the Land for the erection of any structure or structures on, under or above any Street or Street on which the Land may abut.

E. Any easement or right of use in favor of handicapped persons or any easement or right of use in favor of any utility company for electricity, steam, gas, telephone, water, or other service, and the right to construct, use, maintain, repair, and replace all utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles, connections and other equipment and facilities on, under and across the Land and Building.

F. Revocability of licenses for vault space, if any, under the sidewalks and Streets and the lien of any unpaid vault tax (which is to be paid by the Condominium Board).

G. Encroachments of shrubbery, stoops, areas, steps, doors, ledges, window sills, trim, copings, retaining walls, bay windows, balconies, sidewalk elevators, fences, fire escapes, cornices, foundations, footings, chutes, fuel oil lines, drainage and stand pipes, sewerage pipes, air-conditioning units, canopies, ramps, and similar projections, if any, on, over, or under the Property or the Streets or sidewalks or property abutting the Property and the rights of governmental authorities and adjoining property owners to require the removal of any such projections and variations between record lines of the Property and retaining walls and the like, if any.

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

I. The lien of any unpaid Common Charge, real estate tax, water charge or sewer rent, provided the same are adjusted at the closing of title.

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

K. Any encumbrance as to which the title insurance company which insures Purchaser's title to the Unit would be willing, in a fee policy issued by it to Purchaser, to insure Purchaser that such encumbrance (a) will not be collected out of the Unit if it is a lien and (b) will not prevent the use of the Unit for dwelling purposes.

L. Any lease covering the Unit.

M. Certificate of Occupancy to be issued covering the unit if required.

N. Any violations against the Property (other than the Unit) which are the obligation of the Board or another Unit Owner to correct, provided the same does not affect the health or safety of the unit owner.

O. Standard exceptions contained in the form of fee title insurance policy then issued by the title insurance company insuring the Purchaser's title to the Unit.

P. Any matters of record which do not prohibit the use of the premises.

3. Certificate of Occupancy. The closing of title to a residential unit will take place only after the issuance of a final or temporary certificate of occupancy for the Property or the Unit being purchased.

4. Condominium Documents. The Declaration, By-Laws, and Floor Plans for the Condominium and such other documents as required by law will be recorded or filed by Sponsor, at its expense, prior to the First Closing in accordance with the New York Condominium Act or applicable state and local law in the Kings County Office of the City Register.

5. Warranties. Sponsor shall assign any manufacturers' warranties with respect to equipment and appliances in the Unit to the Unit Owner and with respect to the equipment and appliances in the General Common Elements or Limited Common Elements, to the Board. Any personal property located in the unit on the day the purchase agreement is signed or in the common elements on the date the Declaration is filed that is owned by the Sponsor is not included in the conveyance unless specifically excepted in the Purchase Agreement.

6. Risk of Loss. If Purchaser is or becomes the tenant or the occupant of the Unit before the closing of title thereto pursuant to an Interim Lease and, before the closing of title to the unit, the Unit is damaged by casualty or otherwise, such Purchaser shall assume the risk of loss and the obligation to repair the damage in excess of the condominium's insurance proceeds, and the full risk of loss to repair damage to his/her personal belongings and any other property not covered by the insurance for the Condominium, unless the cause thereof originated outside of the Unit and did not result from the acts of such Purchaser or other occupants of the Unit or such Purchaser's guests, invitees, or workmen. A temporary certificate of occupancy will be obtained by Sponsor prior to closing of the unit and occupancy of the unit. A prospective Purchaser should carefully consider the aforementioned risk of loss before occupying a unit prior to the closing. Such risk of loss may also affect the Purchaser's ability to close the loan under any financing commitment.

Except as set forth in the preceding sentence, all other risk of loss or damage prior to closing is assumed by Sponsor, but Sponsor shall have no obligation or liability to repair or restore the same. Sponsor shall be notified by the Board of damages within fifteen (15) days of the occurrence of the damage and will make a determination whether or not to repair the damage within fifteen (15) days of receipt of said notice. The By-laws include a provision that in the event Sponsor has relinquished control of the Board, the Board will notify Sponsor of any damage to Unsold Units.

If Sponsor or (in the event the Declaration is filed) the Unit Owners do not elect to repair the damage, the Purchase Agreement will be cancelled and be of no further force or effect. Thereafter, the purchaser will be refunded all purchase monies paid to Sponsor within thirty (30) days, including sums paid for special work, with any interest earned thereon.

If Sponsor elects to repair or replace the loss or damage, the Purchase Agreement shall continue in full force and effect; Purchaser shall not have the right to reject title to the Unit or to receive a credit against, or abatement in, the purchase price; Sponsor shall be entitled to a reasonable period of time to complete such repairs or replacement; and purchaser shall not be required to pay the balance of the purchase price unless and until: (i) the Unit has been repaired in compliance with the offering plan and the repair is in Equal or Better condition than immediately prior to the casualty, (ii) its essential services (such as gas, electricity, and heat) and a reasonable means of ingress and egress to the Street have been restored and (iii) any condition in the Unit for which a violation (if any) is noted or issued has been corrected, other than those that are the obligations of the Interim Lessee to cure or that are caused by the act or omission of the interim lessee. Sponsor will remove subsequent to closing all violations of record it is obligated to correct. Additionally, if Sponsor elects to repair or replace the loss or damage, and the Purchase Agreement is contingent on the Purchaser obtaining financing, if, after making a good faith effort to extend the term of the commitment to enable Sponsor to repair the damage, an extension is not obtained, the Purchaser will be offered a right of rescission. See section "Procedure to Purchase" for further details.

7. Tentative Tax Assessment. At closing, although the Sponsor is statutorily obligated to pay the Real Property Transfer Tax due to the City of New York, (13 NYCRR 20.3(s)(1)), pursuant to the contract agreement, Purchaser shall pay the Real Property Transfer Tax due to the City of New York. This tax is equal to 1.425% of the total purchase price of the Unit for units over \$500,000.00 and 1% of the total purchase price for units under \$500,000.00. Purchaser shall also pay for the New York State Real Estate Transfer Tax (currently \$2.00 per \$500.00, or fractional portion thereof of the purchase price) imposed by statute on transferors of property. For purposes of calculating the transfer taxes to be paid, consideration includes the transfer taxes paid by the purchaser for the New York City Transfer Tax, but not for the New York State Transfer Tax. Additionally, the Purchaser shall pay a Mansion Tax due to the State of New York in the amount of one percent (1%) for transfers of \$1,000,000.00 and over. The sample calculation of taxes below includes tax on the consideration.

P. UNIT CLOSING COSTS AND ADJUSTMENTS

1. Closing Adjustments. At the closing of title to each Unit, Sponsor and Purchaser shall apportion, as of midnight of the day preceding the closing: (i) real estate taxes (including all prepaid real estate taxes) and assessments, if any, on the basis of the New York fiscal year beginning January 1 2026 of the year for which assessed, including water charges and sewer rents (if separately assessed) and escrows for real estate taxes, if any; and (ii) rent and other charges, if any, pursuant to an Interim Lease for, or tenancy of, such Unit.

There will be no adjustments between the Board and Sponsor. The insurance figures for the first year's premium will be adjusted between the Purchaser and Sponsor at closing. This provision shall only apply to units which close within the first year of condominium operations.

2. Closing Costs. At closing, each Purchaser will pay certain closing costs in addition to the amount of any net credit in favor of Sponsor resulting from the closing apportionments described above. Such closing costs will include the following, the amounts of which are based on rates in effect on the date of the Plan.

A. Title Insurance. If such Purchaser elects to obtain fee title insurance, he will pay a premium therefor to the title insurance company which will vary depending upon the amount of insurance requested. Purchaser is free to use a title company of his or her choosing without incurring a penalty. The premium for fee title insurance should be \$774.00 for the first \$100,000.00 of fee insurance plus \$4.36 for each \$1,000.00 or fraction thereof of additional fee insurance up to \$500,000.00 and \$3.98 for each \$1,000.00 or fraction thereof of additional fee insurance over \$500,000.00. The premium for mortgage title insurance should be \$654.00 for the first \$100,000.00 of insurance plus \$3.64 for each \$1,000.00 or fraction thereof of additional insurance up to \$500,000.00 and \$3.31 for each \$1,000.00 or fraction thereof of additional insurance over \$500,000.00. Reliable Abstract located at 166 Broadway Street Brooklyn NY 11211 has been retained by Sponsor to clear any title issues affecting the premises, and to record the condominium declaration and any other documents requiring recording with respect to this offering plan. A copy of the title report will be furnished to the purchaser.

B. Recording Fees. A fee for recording the deed and Unit Owner's Power of Attorney of \$32.00 for each instrument plus \$5.00 per page, together with a service charge to the title company for such recording for a total of approximately \$185.00;

C. Mortgage Fees. If Purchaser obtains a mortgage loan, Purchaser will pay:

- (i) a fee and service charge for recording the mortgage of approximately \$200.00;
- (ii) mortgage recording tax in the amount provided for by law, currently 2.05% (1.8% paid by the purchaser, 0.25% paid by the Lending Bank) of the face

amount of the mortgage for mortgages under \$500,000.00 and 2.175% (1.925% paid by the purchaser, 0.25% paid by the Lending Bank) for mortgages over \$500,000.00);

- (iii) Purchasers will pay a premium through the title company for the mortgage title insurance policy. In addition, such Purchaser shall pay Sponsor a sum equal to the partial mortgage tax credit to which Purchaser is entitled under Section 339-ee (2) of the Condominium Act. All such payments shall be made upon execution of the loan documents.
- (iv) all costs and expenses in connection with such loan in amounts determined by the lender, *i.e.*, application, points, credit report, survey, appraisal, bank's attorney's fees, Residential and Condominium Endorsements (title insurance forms required by banks) and any other fees required by lender. Sponsor makes no representation or warranty as to such closing costs or expenses or as to the availability of such financing.

D. Transfer Taxes. Although usually the Seller's expense, Purchaser shall pay the Real Property Transfer Tax due to the City of New York (13 NYCRR 20.3(s)(1)), pursuant to the contract agreement. This tax is equal to 1.425% of the total purchase price of the Unit for units over \$500,000.00 and 1% of the total purchase price for units under \$500,000.00. Purchaser shall also pay for the New York State Real Estate Transfer Tax (currently \$2.00 per \$500.00, or fractional portion thereof of the purchase price) imposed by statute on transferors of property. For purposes of calculating the transfer taxes to be paid, for the New York City Real Property Transfer Tax, consideration includes the transfer taxes paid by the purchaser; however, for the New York State Transfer Tax, in the case of a conveyance of residential real property and where the Transfer Tax imposed is paid for by the purchaser pursuant to a contract for sale, the amount of Transfer Tax calculated will be excluded from the calculation of consideration subject to tax. The sample calculation of taxes below includes tax on the consideration only for New York City.

E. Working Capital Fund. Purchaser will be required to deposit with the Board two (2) months estimated monthly common charges for his unit.

F. Sponsor's Attorney Fees. Purchaser shall pay a fee of \$3,500.00 to N.C. Caller P.C., 4309 13th Avenue, Brooklyn NY 11219 for services rendered in connection with preparing documents. Should Sponsor's counsel be required to attend a Closing outside their office at the request of purchaser or its representatives, purchaser will be responsible for paying an attendance fee of \$1000.00. In addition, there shall be a fee of \$200.00 per hour if the duration of the closing exceeds two (2) hours due to the fault of purchaser or its representatives. There is an additional fee of \$250.00 for any work in connection with obtaining a mortgage. There shall be a fee of \$200.00 if e-forms for New York City Real Property Transfer Tax are prepared by Sponsor's attorney.

G. Additional Costs to Purchaser. At closing, each purchaser shall pay to Sponsor \$2,000.00 to defray some of the Sponsor's costs of creating the condominium, e.g, architectural costs, filing fees, legal fees and other costs incurred in creating the condominium. This does not affect Sponsor's obligation to pay for the authorized and proper work involved in the construction and establishment and sale of the condominium that sponsor is obligated to complete under the plan and will cause all mechanics liens with respect to such construction to be promptly discharged or bonded.

3. Closing Cost Example. All fees are cumulative to the extent applicable to an individual Purchaser. If, for example, using Unit 2 that has a purchase price of \$1,668,600 and a mortgage of \$1,334,880 the following closing costs are estimated.

Buyer's Fee

Owners Policy	\$ 5,549.00
Loan Policy	\$ 1,152.00
Mansion Tax	\$13,884.86
Mortgage Tax Buyer's Portion	\$20,969.44
NY State Transfer Tax	\$ 5,554.00
NYC Tax	\$19,785.92
Municipals	\$ 295.00
Bankruptcy Search**	\$ 50.00
Patriot's Search**	\$ 20.00
Overnights	\$ 50.00
Condominium Endorsement	\$ 50.00
Waiver of Arbitration	\$ 50.00
Environmental Endorsement	\$ 50.00
Escrow Service Fee	\$ 50.00
Mortgage Recording Fee	\$ 200.00
Deed Recording Fee	\$ 145.00
Transfer Tax Filing Fee	\$ 125.00
TOTAL BUYER FEES	\$67,980.22

4. Real Estate Tax Apportionment.

A. After Assessment. Once units are separately assessed by the NYC Department of Finance, each unit owner will be responsible for the real estate taxes, assessments, fines and other fees for his or her own unit.

B. Prior to assessment. In the event units have not been separately assessed for real estate tax purposes at the time of the First Closing, Sponsor shall place in escrow, in the name of the Board, an amount equal to the unpaid real estate taxes which will be levied against the property for the six (6) month period following the First Closing. The amount placed in escrow will be disclosed in the initial post - closing amendment to the Plan.

When the real estate taxes are next due, the Board will pay the real estate taxes from the escrow account. Sponsor, as funder of the escrow account, will be entitled to reimbursement from unit owners to the extent of the actual assessment. As such, at each unit closing, Sponsor will collect the estimated amount of taxes attributable to such unit based Unit's pro rata share (in proportion to its Common Interest) of the then current real estate taxes assessed against the Property.

Q. RIGHTS AND OBLIGATIONS OF SPONSOR

1. Rights of Sponsor. Except for Sponsor's obligations to pay Common Charges and to perform other duties as a Unit Owner with respect to any Unsold Units (for so long as Sponsor owns same) and to comply with all applicable laws and regulations, the remainder of this Section sets forth obligations of Sponsor under this Plan; nothing contained herein shall be deemed to limit the rights of purchasers relative to their Units under their respective Purchase Agreements. Sponsor makes no warranties other than as set forth in this section. The following are additional rights of Sponsor:

A. Sponsor is reserving the unconditional right to rent rather than sell units after consummation of the plan. Accordingly, there is no commitment by Sponsor to sell more than fifteen percent (15%), or one (1), of the residential units, which is necessary to declare the plan effective

In addition, the By-laws do not contain a provision that, after the Initial Control Period, a majority of the Board must be owner-occupants or members of an owner-occupant's household who are unrelated to Sponsor and its principal(s). Purchasers should note that owner-occupants may never gain effective control of the condominium. Purchasers should also note that owner-occupants and non-resident owners, such as Sponsor, may have inherent conflicts regarding the management of the condominium. Purchasers for their own occupancy may never gain control of the Board of Managers pursuant to the terms of this plan.

B. During the Initial Control Period, the Board may not enforce (as a result of the Sponsor's control thereof) the obligations of Sponsor under the Plan or as otherwise required by law and in such case, the Unit Owners may have to undertake, at their expense, enforcement of the obligations of Sponsor. Notwithstanding the foregoing, each Board member (including a Board member that is a Sponsor affiliate) has a fiduciary obligation to act within the best interests of the Unit Owners. Any provision that gives Sponsor control of the enforcement of Sponsor's obligations is not lawful. If there are non-sponsor-controlled board members and there is a vote on whether to sue the Sponsor, Sponsor's board representatives cannot vote on that issue. The board agrees that it will enforce such obligations pursuant to a resolution passed by a majority of the Unit Owners, excluding Sponsor, at a special meeting called for such purpose.

C. No bond or other security has been furnished to secure the performance of the Sponsor's obligations set forth herein.

D. Sponsor may, without obtaining the consent of the Board or the other Unit Owners, use any one or more Unsold Units as model units and sales and/or promotion offices in connection with the sale of the Unsold Units or for any other purpose, subject only to compliance with current laws, statutes or regulations.

E. Sponsor reserves the right to amend or modify from time to time said plans and specifications (including, without limitation, changes in layouts and designs or changes affecting the materials, appliances, equipment, fixtures and other construction details) and to substitute materials, appliances, equipment and fixtures in place of those described in the plans and specifications, provided

such substitutions are of Equal or Better Quality and design. All the foregoing amendments, modifications and changes to the plans and specifications must be disclosed in an amendment to the offering plan.

F. Sponsor will not be obligated to correct and will not be liable to any Unit purchaser as a result of: (i) any immaterial variations from filed building plans or the description of the Building set forth in the Plan; or (ii) immaterial variations from filed building plans or the description of the Building set forth in the Plan which are neither in violation of applicable building codes nor require the approval of any governmental authority having jurisdiction or which are necessitated by site conditions or job requirements, or (iii) immaterial variations in the dimensions or arrangement of rooms, walls or other areas within Units, provided: (A) such variations are of Equal or Better Quality and Design than that originally set forth in said plans or description, and (B) such changes do not affect the common interests or adversely affect the value of any unit to which title has closed or for which a purchase agreement has been executed and is in effect, unless all Unit Owners affected by such change consent in writing to such change. A decrease in a unit's area by 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 5% or less is not material. The foregoing shall not affect Sponsor's obligations to complete construction of the Building, including the Units, with materials of Equal or Better Quality and design than those set forth in the Plan.

G. Subsequent to the date a Unit Owner is given possession of, or closing of title to, his Unit, Sponsor shall not be responsible for paint touch-ups, repair of dented appliances, porcelain or formica chips and scratches, mars, breaks, or other blemishes in the following: windows, sliding glass doors, screens, electric fixtures, painted surfaces, sinks, tubs, basins, kitchen cabinets and countertops, vanity tops and cabinets, medicine cabinets, saddles, wood flooring, appliances, woodwork and doors. The Purchaser will have the right to inspect the unit for any defects forty-eight (48) hours prior to taking possession. In the event of any defects noted by a Purchaser during the pre-closing inspection, Sponsor shall cure defects within forty-five (45) days. Sponsor shall deliver the units in broom swept condition containing the appliances listed in this Plan, the unit and appliances in new condition, normal wear and tear excepted.

H. Except as set forth in this section, Sponsor makes no undertaking or warranty and shall not be obligated to correct or repair any other immaterial conditions in the Building, including (without limitation) the Units, the Common Elements and the Building systems, appliances and all other installations, apparatus, fixtures and appurtenances.

I. Sponsor shall be liable for and obligated to defend any suits or proceedings arising out of the acts or omissions of Sponsor, representations made by Sponsor in this Plan, a claim arising out of Sponsor's Limited Warranty, or any obligations imposed by statutes and/or regulations. With respect to such suits and proceedings, Sponsor shall indemnify the board of managers and the unit owners.

2. Construction Obligations. Sponsor has undertaken the obligations listed below in connection with the offering of units pursuant to schedule A and the construction of the Building. All references in this Plan to "plans and specifications" shall mean the plans and specifications for the Building filed with the Department of Buildings and other appropriate governmental authorities, as the same may be amended or changed from time to time.

A. Sponsor is obligated to build and complete the condominium in accordance with the building plans and specifications identified in the plan and will, at its sole cost and expense and with reasonable diligence, perform or cause to be performed such work, and will supply or cause to be supplied all materials necessary to complete the Building and its appurtenances in accordance with the "plans and specifications" (as hereinafter defined) and with a quality of construction comparable to currently prevailing local standards. Units will be delivered in new condition, normal wear and tear excepted.

B. Prior to the First Closing Sponsor shall obtain a temporary (TCO) or permanent (PCO) certificate of occupancy for the unit. If Sponsor obtains a TCO, Sponsor and its principals agree to obtain a PCO for the unit within two (2) years after the first issuance of the TCO. Sponsor will obtain a PCO for the unit before the TCO expires, unless extended. In New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a permanent certificate of occupancy ("PCO") covering the entire building but with only a temporary certificate of occupancy ("TCO"), and sometimes with several successive TCOs. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and PCOs are issued by the New York City Department of Buildings ("DOB"). A TCO is intended to indicate that the property conforms substantially to the DOB approved plans and specifications, and to the requirements of all applicable laws, rules, and regulations for the uses and occupancies specified in the TCO. No change of use or occupancy shall be made unless a new certificate of occupancy is issued. TCOs have an expiration date, typically 90 days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units. In New York City, it is common for sponsors to commence closings when some or all units are covered by a TCO rather than a PCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof, and ultimately for obtaining a PCO covering the entire building within two years from the date of the issuance of the first TCO at its own cost and expense. However, Sponsor and its principals make no representation or guarantee that DOB will issue the PCO within such two year period. **NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE PCO FOR THE ENTIRE BUILDING AND SHALL EXERCISE ITS BEST EFFORTS TO OBTAIN IT WITHIN SUCH TWO YEAR PERIOD WHILE KEEPING THE TCO CURRENT.** Unit owners and the Board shall be obligated to cooperate with and refrain from obstructing sponsor in these undertakings. The TCO may lapse for reasons outside the sponsor's control. In the absence of a PCO or TCO it is unlawful to reside in or rent a unit and will be difficult for purchasers to obtain financing or pass clear title. Buyers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not

have a PCO. A factsheet on this topic is available on the DOB website at http://www.nyc.gov/html/dob/downloads/pdf/co_factsheet.pdf.

C. If the first closing takes place prior to the issuance of a PCO for the unit, Sponsor will maintain all deposits and funds in the special escrow account required by GBL Section 352-e(2)(b) unless Sponsor's engineer, architect or other expert certifies that a lesser amount will be reasonably necessary to complete the work needed to obtain a permanent certificate of occupancy, in which case the sum exceeding the amount so certified by sponsor's engineer or architect may be released from the special escrow account. Alternatively, the sponsor must deposit with an escrow agent an unconditional, irrevocable letter of credit or post a surety bond in the amount so certified.

D. Unless otherwise stated in this section, the construction obligations of Sponsor under this subsection shall survive the delivery of the deed to the Unit Owners. All construction and other obligations of the Sponsor shall, after the Initial Control Period, be enforceable only by the Board and not by the individual Unit Owners unless (1) the alleged construction defect relates to one (1) Unit only and is not a common defect affecting two (2) or more Units; or (2) if the Board has not commenced any action within (a) ninety (90) days after notice or (b) within thirty (30) days or less of the expiration of the statute of limitations, whichever occurs earlier.

E. Prior to closing, Sponsor will assign any manufacturer's warranties with respect to equipment or appliances installed in the unit to the unit owner and any warranties with respect to equipment and appliances installed in the common elements to the Board.

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

G. The sponsor will deliver a set of "as-built" plans to the Board.

H. Sponsor and its contractors, subcontractors, agents and employees will have a right of reasonable access to each Unit and its appurtenant Limited Common Elements and to all of the Common Elements and to all of the Common Elements for purposes of completing construction of the Building or performing certain alterations and repairs in or about Unsold Units and in fulfilling Sponsor's obligations under the Plan, provided (i) Sponsor repairs any resulting damage to the Unit and restores it to the condition it was in prior to Sponsor's entry and (ii) Sponsor provides reasonable prior notice to the Owner of the Unit to which access is required.

I. Housing Merchant Implied Warranty: Notwithstanding any other provision of the Offering Plan the Housing Merchant Implied Warranty is not applicable to this Offering since the new construction will result condominium units in a building that is more than five (5) stories.

3. Other Obligations. Obligations of Sponsor under this section with respect to the Condominium, the General Common Elements or the Limited Common Elements shall be enforceable only by the Board on behalf of all Unit Owners. During any period that Sponsor controls the board, the Board may not enforce (as a result of the Sponsor's control thereof) the obligations of the Sponsor under the Plan or as otherwise required by law and in such case, the Unit Owners may have to undertake, at their expense, enforcement of the obligations of the Sponsor. Any provision that gives Sponsor control of the enforcement of Sponsor's obligations is not lawful. If there are non-sponsor controlled board members and there is a vote on whether to sue the Sponsor, Sponsor's board representatives cannot vote on that issue. Sponsor agrees that it will enforce such obligations pursuant to a resolution passed by a majority of the Unit Owners, excluding the Sponsor, at a special meeting called for such purpose.

A. Sponsor shall be obligated to defend any suits or proceedings arising out of sponsor's acts or omissions and to indemnify the board and the unit owners.

B. 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.

C. Sponsor agrees to pay all common charges, special assessments, and real estate taxes with respect to unsold units. Sponsor represents that it has the financial resources to meet its obligations with respect to unsold units. Such obligations shall be funded through the sales of unsold units and from other funds of the Sponsor. No bond or other security has been posted to secure sponsor's obligations.

D. Sponsor will cause the board to maintain the property in substantially the same condition and manner as on the date of First Closing until expiration of the Initial Control Period.

E. If Purchaser is or becomes the tenant or the occupant of the Unit before the closing of title thereto and, before such closing, the Unit is damaged by casualty or otherwise, such Purchaser shall assume the risk of loss and the obligation to repair the damage to his/her personal belongings and any other property not covered by the insurance for the Condominium, unless the cause thereof originated outside of the Unit and did not result from the acts of such Purchaser or other occupants of the Unit or such Purchaser's guests, invitees, or workmen. Except as set forth in the preceding sentence, all other risk of loss or damage prior to closing is assumed by Sponsor, but Sponsor shall have no obligation or liability to repair or restore the same. An Interim Lessee should confer with an insurance advisor.

The Sponsor shall be notified by the Board of damages within fifteen (15) days of the damage and will make a determination whether or not to repair the damage within fifteen (15) days thereafter. If Sponsor or (in the event the Declaration is filed) the Unit Owners do not elect to repair the damage, the Purchase Agreement will be cancelled and be of no further force or effect. Thereafter, the purchaser will be refunded all purchase monies paid to Sponsor with any interest earned thereon within thirty (30) days.

If Sponsor elects to repair or replace the loss or damage, the Purchase Agreement shall continue in full force and effect; Purchaser shall not have the right to reject title to the Unit or to receive a credit against, or abatement in, the purchase price; Sponsor shall be entitled to a reasonable period of time to complete such repairs or replacement; and purchaser shall not be required to pay the balance of the purchase price unless and until: (i) the Unit has been repaired in compliance with the offering plan and the repairs done with equal quality or in better condition than immediately prior to the casualty, (ii) its essential services (such as gas, electricity, and heat) and a reasonable means of ingress and egress to the Street have been restored and (iii) any condition in the Unit for which a violation (if any) is noted or issued has been corrected, other than those that are the obligations of the tenant to cure or that are caused by the act or omission of the tenant. Sponsor will remove subsequent to closing all violations of record it is obligated to correct. Additionally, if Sponsor elects to repair or replace the loss or damage, and the Purchase Agreement is contingent on the Purchaser obtaining financing, if, after making a good faith effort to extend the term of the commitment to enable Sponsor to repair the damage, an extension is not obtained, the Purchaser will be offered a right of rescission. Any work required to be completed in order to repair the damage or otherwise complete construction on the building shall as best as possible not interfere with the Purchasers' or unit owners' use and shall, whenever practicable, be performed during workday hours.

F. Sponsor shall procure fire and casualty insurance in an amount sufficient to avoid co-insurance, as reflected in Schedule B.

G. In the event of dissolution or liquidation of the sponsor or a bulk sale, which is defined as the transfer of two or more of the total number of units in the condominium, the principals of the sponsor will provide financially responsible entities or individuals who will assume the status and all of the obligations of the sponsor for those units under the offering plan, applicable laws or regulations.

H. Sponsor agrees to indemnify the Board and Unit Owners and hold them harmless from, and defend on their behalf, any suits or claims arising out of acts or omissions of Sponsor or the representations made by Sponsor in this Plan (i) with respect to the General or limited Common Elements and (ii) with respect to any Unit (prior to the Closing Date for such Unit).

I. Except as may otherwise be provided by law and/or governing regulations, the Sponsor cannot change the size, location of buildings or units other improvements or common elements if such changes affect the percentage of common interests or adversely affect the value of any unit to which title has closed or for which a purchase agreement has been executed and is in effect unless all affected unit owners and contract vendees consent in writing to such change.

R. CONTROL BY SPONSOR

1. Voting Control.

A. Prior to the First Closing Sponsor shall have voting control over the Board of Managers. The initial three-person board shall be designated by Sponsor. The first board members are anticipated to be Arthur Hrebenko, Marzena Hrebenko and Kevin Hrebenko, President, Vice President and Secretary of the Sponsor.

B. After the First Closing. As provided in the Bylaws, Sponsor will have voting control over the Board of Directors for five (5) years after the First Closing or until the unsold units constitute less than fifty percent (50%) of the total units, whichever is sooner ("Initial Control Period"). During this period, Sponsor shall designate a majority of Board Members and shall have the same right to vote as all other Unit Owners.

Within four (4) months of the First Closing, a meeting will be held to elect a new Board consisting of three (3) Members. At such time, Sponsor shall designate two (2) of the three (3) Members, who shall serve for the Initial Control Period. The other member shall be elected only by the other Unit Owner(s) other than Sponsor. The term of office for this seat on the Board shall continue for one year.

C. Within thirty (30) days of the expiration of the Initial Control period, Sponsor shall call a special meeting of the unit owners to elect a new Board. Each residential unit owner shall appoint one representative to the board. If two (2) or more Persons own a Unit, they shall designate in a writing to the Board one (1) person amongst them to vote on behalf of their Unit and the vote of such designee shall be binding upon all owners. After the initial control period as each of the four (4) unit owners will appoint a board member, it will not be necessary for an election of board members at any time. If a unit owner does not appoint a board member, the individual listed as owner on the deed for such unit, or the authorized representative of an entity listed as owner on the deed for such unit shall be appointed as that board member. Upon a deadlock in voting, the longest owning Unit Owner shall cast an additional vote to break the deadlock. Once the initial control period is over, and sponsor owns less than fifty percent (50%) of the Units, Sponsor will be able to appoint a board member for the one unit it owns. However, once the initial control period is over, , regardless of how many units the Sponsor owns, the Sponsor will only be able to appoint one (1) member to the board, in order to ensure that Sponsor is not able to control the Board. As such, after the expiration of the initial control period, if the Sponsor owns three (3) units, the Board shall only consist of the Sponsor or Sponsor's designated board member and the remaining unit owner. Upon a deadlock, the remaining unit owner's vote shall control. If desirable, this meeting may be held via teleconference upon consent of all unit owners. After the initial control period, there is no provision in the Bylaws that a majority of board members must be owner-occupants or members of an owner-occupant's household who are unrelated to the sponsor and its principals. Therefore, purchasers who are owner-occupants may never gain control of the board. Owners for investment and owner-occupants may have inherent conflicts on how to operate the condominium due to inherent differences between owner-occupancy and investment. The term of office of each member of the Board shall continue until the unit owner appoints a new board member or the unit is sold. The Unit Owners may change their board appointee at any time by providing written notice to the other board member. Notwithstanding the foregoing,

however, Sponsor may relinquish control at any time by calling a special meeting of the Unit Owners to elect a new Board. Veto Control

A. Right to Veto. During the Initial Control Period, the board must obtain Sponsor's prior written approval with regard to the below items. During this time, Sponsor may veto these actions.

(i) Raise common charges or levy a special assessment to:

- a. make an alteration to the common elements;
- b. create a reserve fund for repairs, alterations, unanticipated expenses and/or contingencies which exceed 5% of the projected common expenses for the budget year;
- c. increase, decrease, eliminate or otherwise change the number, type, classification or working hours of the building's service staff (if any), or to hire additional service staff.
- d. increase, decrease, or eliminate building services;
- e. increase, decrease, eliminate or otherwise change the amounts or types of insurance coverage from the coverages existing on the date of the First Closing.

(ii) Borrow money on behalf of the Condominium Association.

B. Limitations on Veto Control. Sponsor may not exercise veto power over expenses described in Schedule B, 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) for the health and safety of the occupants of the Property. Notwithstanding that the majority of the board may be comprised of Sponsor's designees, board members have a fiduciary responsibility to act within the best interests of the Condominium.

S. BOARD OF MANAGERS

This section describes how the affairs of the condominium will be governed and restates certain portions of the By-Laws and Declaration, included in full as Documents 6 and 7 in Part II of the Plan. Purchasers should review said documents carefully.

1. Composition and Eligibility of Board Members. The affairs of the Condominium will be governed by the Condominium Board which shall be comprised of three (3) members while Sponsor controls the Board, each having one (1) vote. The board will consist initially of members designated by Sponsor. The first three anticipated Board Members are Arthur Hrebenko, Marzena Hrebenko and Kevin Hrebenko, who are the President, Vice President and Secretary of the Sponsor. Once the initial control period is over, the Board shall consist of four (4) members, one (1) designated by each residential Unit. If two (2) or more Persons own a Unit, they shall designate in a writing to the Board one (1) person amongst them to vote on behalf of their Unit and the vote of such designee shall be binding upon all owners. After the initial control period as each of the four (4) unit owners will appoint a board member, it will not be necessary for an election of board members at any time. If a unit owner does not appoint a board member, the individual listed as owner on the deed for such unit, or the authorized representative of an entity listed as owner on the deed for such unit shall be appointed as that board member. If there is a deadlock in voting, the longest owning unit owner shall cast an additional vote to break the deadlock. Once the initial control period is over, and sponsor owns less than fifty percent (50%) of the Units, Sponsor will be able to appoint a board member for the one unit it owns. However, once the initial control period is over, regardless of how many Units the Sponsor then owns, the Sponsor will only be able to appoint one (1) board member to the board, in order to ensure that Sponsor is not able to control the Board. As such, after the expiration of the initial control period, if Sponsor owns three (3) units, the Board shall consist only of Sponsor or Sponsor's designated board member and the remaining unit owner. Upon a deadlock, the remaining unit owner's vote shall control. The By-laws do not include a provision requiring that majority of board members be owner-occupants or members of an owner-occupant's household who are unrelated to Sponsor and its principals. There shall be no limit on the number of terms of office, successive or otherwise, that a member of the Board may serve. Any person over 18 may serve on the board. No member of the board shall be compensated for acting as such.

2. Meetings. As stated in the By-Laws, each unit owner shall appoint one representative to the board after the Initial Control Period, during which board members will be appointed by the Sponsor. If two (2) or more Persons own a Unit, they shall designate in a writing to the Board one (1) person amongst them to vote on behalf of their Unit and the vote of such designee shall be binding upon all owners. See 'Bylaws', Article Two, Section 2.6(A), Page 9. Bylaws can be found in Part Two (2), Document Seven (7) of this Offering Plan.

A. First Meeting. The first meeting to elect board members will be held within four (4) months after the First Closing. At this meeting, one of the initial Sponsor designated board members shall resign and the new residential unit owners shall appoint a new member to take his place. If, at such time, more than one (1) Unit has closed, the new residential unit owners shall appoint two (2) new members, one (1) to take the place of the resigning member originally designated by the Sponsor and one (1) new member so that there are four (4) members on the Board at such point in time. The term of office of each member of the Board shall continue for one (1) year.

B. Annual Meetings. Unit Owners shall hold annual meetings on or about the anniversary of the first meeting and every anniversary thereafter. At each annual meeting, the Unit Owners shall conduct such business as may properly be conducted. When desirable, meetings (including the first meeting) may be held via teleconference upon consent of all unit owners.

C. Special Meetings. Special meetings of Unit Owners may be held from time to time whenever necessary for the affairs of the Condominium. The Board shall call a special meeting of the Unit Owners whenever so directed by a duly adopted resolution of the Board or upon receipt of a petition calling for such a meeting signed by a Unit Owner. Each such resolution or petition shall set forth, in reasonable detail, the purposes for calling such a meeting, and no business shall be transacted at such special meeting except business reasonably related to such stated purposes. See 'Bylaws,' Article Two, Section 2.6(C)(iii). Bylaws can be found in Part Two (2), Document Seven (7) of this Offering Plan.

D. Quorum. Pursuant to section 2.5(c)(iv) of the bylaws, the presence, in person or by proxy, of a majority of all Unit Owners shall constitute a quorum at all meetings of Unit Owners, and unless otherwise provided, the decision of a majority of Unit Owners at a meeting at which a quorum shall be present shall be binding upon all of the Unit Owners.

E. Voting. When votes of the Unit Owners are required (to elect board members and otherwise), each Unit Owner (including Sponsor or its designee, for so long as Sponsor or such designee shall own at least one (1) Unit) shall be entitled to cast one (1) vote for each Residential unit owned. If two (2) or more Persons own a Unit, they shall designate one Person amongst them to vote on behalf of their Unit in a writing given to the Board, and the vote of such designee shall be binding upon all of such Persons. Failing such a designation, all of such Persons shall mutually exercise the vote appurtenant to such unit under one ballot without division, and the concurrence of all Persons shall be conclusively presumed if any one of them purports to exercise such vote without protest being contemporaneously made to the individual presiding over the meeting at which such vote is taken. If protest is made, the vote appurtenant to such Unit shall be counted solely for the purpose of determining whether the required attendance is present to establish a quorum.

F. Board Member Meetings. Board meetings shall be held at least annually on or about the anniversary of the date of the first unit owners meeting, and as often as necessary to govern the affairs of the condominium. After the first board meeting, board meetings may be in person or via teleconference. Any member of the Board may call a special meeting of the Board whenever he or she deems the same to be necessary or desirable. A quorum for Board meetings is a majority of the Board members. All decisions or acts requiring a vote, resolution, approval, agreement or consent of the Board of Managers must be made by the affirmative vote, approval, resolution, agreement, or consent of a majority of the Board Members at which a quorum is present.

3. Removal and Vacancy of Board Members.

A. Removal. At any regular or special meeting of Unit Owners, any one or more of the members of the Board may be removed with or without cause by a majority of the Unit Owners and a successor may then and there or thereafter be elected to fill the vacancy thus created, provided notice of such proposed removal was given to the Board member and was specified in the notice of the

meeting. Any member of the Board whose removal has been proposed shall be given an opportunity to be heard at the meeting. Regardless of whether an appointee to the Board is removed by Sponsor, its designee or the Unit Owners, only the Unit Owner who initially appointed the removed member, or its designee, shall have the right to designate a replacement for such appointee. See 'Bylaws', Article Two, Section 2.9(A). Bylaws can be found in Part Two (2), Document Seven (7) of this Offering Plan.

B. Withdrawal. Any board member may voluntarily withdraw his or her position as board member by sending written notice to the other board members. In said case, the withdrawal will be effective immediately and the withdrawing member may appoint someone to serve in his or her place. In the event the withdrawing member does not appoint anyone within five (5) business days by a writing to the board, the other board members may elect amongst themselves someone to fill the vacancy. Notwithstanding the foregoing, if an appointee withdraws, only the Unit Owner who initially appointed the removed member, or its designee, shall have the right to designate a replacement for such appointee.

4. Officers of the Condominium. Officers shall consist of President, Secretary and Treasurer, all of whom shall be elected by the Board. Officers shall serve without compensation from the Condominium. At least one (1) officer must be a member of the Board and a Unit Owner (or officers, directors, partners, employees, beneficiaries (or members of their family) of corporations, partnerships, fiduciaries, or mortgagees that are Unit Owners). Any officer may be removed, without cause, by vote of a majority of the Board at a meeting called for such purpose.

3. Liability of the Condominium Board and the Unit Owners. The Board members will have no liability to Unit Owners for errors of judgment, negligence, or otherwise, except that individual members will be liable for their own bad faith, willful misconduct or gross negligence. Every contract made by the Board, by any Condominium officer, or any superintendent or Managing Agent of the Building, shall state (if obtainable) that (a) it is made only as agent for all Unit Owners, and the members of the Board or such officer, superintendent, or Managing Agent shall have no personal liability thereon (except in their capacities as Unit Owners), and (b) the liability of any Unit Owner with respect to such contract shall be limited to (i) such proportionate share of the total liability thereunder as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners, and (ii) such Unit Owner's interest in his or her Unit and its appurtenant Common Interest, unless otherwise provided by law.

All Unit Owners shall severally indemnify each Board Member against any liability or claim, contractual or otherwise, except those arising out of the bad faith or willful misconduct of such member or that are contrary to law or the terms of the Declaration or the By-Laws. However, the liability of any Unit Owner on account of the indemnification of the Board will be limited to such proportionate share thereof as the Common Interests of such Unit Owner bear to the aggregate Common Interests of all Unit Owners.

4. Powers and Duties of the Board. The Board shall have the powers and duties necessary for administration of the affairs of the Condominium (subject to the limitations set forth in the By-Laws), including, without limitation, the following:

A. Common Elements: to operate, maintain, repair, restore, add to, improve, alter and replace the Common Elements, including, without limitation, as the Board shall deem necessary or

proper in connection therewith: (a) the purchase and leasing of supplies, equipment and material and (b) the employment, compensation and dismissal of personnel;

B. Acquisition of Property: to acquire, in the name of the Board or its designee, corporate or other, and on behalf of the Unit Owners, all rights, titles and interests in real and personal property deemed necessary or proper by the Board for use in connection with the ownership and operation of the Property as a residential condominium;

C. Financial Records: to maintain records with respect to the finances and the operation of the Condominium, including, without limitation: (a) detailed accounts of receipts and expenditures affecting the Property; (b) other financial records, as well as other books of account of the Condominium, as may be required to be kept pursuant to the terms of these By-Laws; and (c) minutes and other records of all meetings held pursuant to the terms of these By-Laws;

D. Budget: to prepare and adopt a budget for the Condominium for each fiscal year thereof, setting forth, without limitation: (a) a detailed accounting of the anticipated Common Expenses for the ensuing fiscal year and (b) a detailed projection of all sources and amounts of income necessary to discharge the same;

E. Common Charges: to determine amounts and establish the means and methods of payment of, and to collect, Common Charges and Special Assessments from Unit Owners, and to use the Common Charges and Special Assessments collected from Unit Owners, as well as all other funds held by the Board or received in connection with the operation of the Property, for the administration of the Condominium, including, without limitation: (a) the payment of Common Expenses and (b) the making of restorations, additions, alterations and improvements to the Common Elements;

F. Loans: to borrow money on behalf of the Condominium when required in connection with the operation, maintenance, repair, restoration, improvement, alteration and replacement of the Common Elements, provided, however, that: (a) with respect to the borrowing of any sum in excess of \$25,000.00 in any one fiscal year (regardless of the balance of any loans outstanding from previous fiscal years) in addition to the affirmative consent of a majority of the members of the Board, the affirmative consent of a majority of all Unit Owners (including Sponsor if Sponsor owns at least one unit) at a duly constituted Unit Owners meeting shall be required and if approved, the Board may, in its discretion, assess each Unit Owner the pro rata share of the cost of the additions, alterations, or improvements according to the Common Interest, as part of Common Charges.; (b) no lien to secure repayment of any sum borrowed may be created on any Unit or its Appurtenant Interests without the consent of the owner of such Unit; and (c) the documentation executed in connection with any such borrowing shall provide that, if any sum borrowed by the Board pursuant to this subparagraph (vi) shall not be repaid by the Board, any Unit Owner who pays to the creditor thereunder such proportion of the then outstanding indebtedness represented or secured thereby as such Unit Owner's Common Interest bears to the aggregate Common Interest of all Unit Owners shall be entitled to obtain from the creditor a release of any judgment or other lien that the said creditor shall have filed, or shall have the right to file, against such Unit Owner's Unit; This section is not applicable during the Sponsor Control Period; See 'Bylaws', Article Two, Section 2.4(A)(vi). Bylaws can be found in Part Two (2), Document Seven (7) of this Offering Plan.

G. Bank Accounts: to open and maintain bank accounts on behalf of the Condominium and to designate the required signatories;

H. Insurance: to obtain insurance for the Property, including the Units, pursuant to the terms of the By-laws;

I. Claims: to adjust and settle claims under insurance policies obtained pursuant to the terms of the bylaws, and to execute and deliver releases upon such adjustment and settlement on behalf of: (a) all Unit Owners; (b) all holders of mortgages and other liens on Units; and (c) all holders of any other interest in the Property;

J. Contracts: to make, or contract with others for the making of, repairs, maintenance, additions and improvements to, and alterations, restorations and replacements of, the Property after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings, in accordance with By-Laws;

K. Acquire Units: to accept the surrender of any Unit pursuant to the bylaws, in the name of the Board or its designee, corporate or otherwise, and on behalf of all Unit Owners, or to purchase, lease, or otherwise acquire Units offered for sale or lease by their owners, in the name of the Board or its designee, corporate or otherwise, and on behalf of all Unit Owners, or to purchase Units at foreclosure or other judicial sales, in the name of the Board or its designee, corporate or otherwise, and on behalf of all Unit Owners provided, however, that all Units acquired or leased by the Board or its designee shall be held on behalf of all Unit Owners and any rent, purchase price, closing costs and closing adjustments payable in connection therewith shall be assessed against all Unit Owners as a Common Expense, and that no Units held by the Board or its designee shall carry voting rights;

L. Sell Units: to sell, lease, mortgage and otherwise deal with Units acquired by, and to sublease Units leased by, the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, provided, however, that the Condominium Board or its designees shall in no event be entitled to exercise the votes appurtenant to any such Unit;

M. Rules and Regulations: to adopt and amend the Rules and Regulations and to levy and collect fines against Unit Owners for violations of the same;

N. Enforce Condominium Documents: to enforce by legal means the terms, covenants and conditions contained in the Condominium Documents and to bring or defend against any proceedings that may be instituted on behalf of, or against, the Unit Owners;

O. Incorporation: to incorporate, to the extent and in the manner provided in the Condominium Act, provided, however, that: (a) the certificate of incorporation and by-laws of any such resulting corporation shall conform as closely as practicable to the terms of the Declaration and these By-Laws and (b) the terms of the Declaration and these By-Laws shall prevail in the event of any inconsistency or conflict between the terms thereof and the terms of such certificate of incorporation and by-laws;

P. Create Entities: to organize corporations to act as the designees of the Board in acquiring title to, or leasing of, Units and in acquiring rights, titles and interests in real and personal property for use in connection with the ownership and operation of the Property as a residential condominium;

Q. Execute Documents: to execute, acknowledge and deliver: (a) any declaration or other instrument affecting the Property that the Board deems necessary or appropriate to comply with any Law applicable to the maintenance, demolition, renovation, alteration, repair, or restoration of the Building and (b) any consent, covenant, restriction, easement, or declaration affecting the Property that the Board deems necessary or appropriate; and to prepare, execute, acknowledge and record on behalf of all Unit Owners, as their attorney in fact, coupled with an interest, a restatement of the Declaration or By-Laws, whenever, in the Board's estimation, it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the same;

R. Review Real Estate Assessments: to review, appeal and file anything necessary for obtaining a reduction in the tax assessment and will file such documents on behalf of all of the owners until such time as the Units have been separately assessed;

S. All Other Duties: to carry out any other duties imposed upon the Board pursuant to the Declaration and the By-Laws.

14. Amendments to the Condominium Documents. Unless otherwise noted in the Condominium Documents, any provision of the Declaration or the By-Laws, may be amended, modified, added to or deleted by the affirmative vote of 2/3 of the Units, taken in accordance with Article 4 of the By-Laws subject to certain exceptions and provided that any required consent of the Mortgage Representatives is obtained. However, for so long as Sponsor or its designee is the owner of one (1) or more Units in the entire Condominium, the Declaration, the By-Laws and the Rules and Regulations may not be amended or modified so as to adversely affect Sponsor or such designee without the prior written consent of Sponsor. The Board shall have the right to amend, modify, add to or delete any of the Rules and Regulations from time to time, provided, however, that any such amendment, modification, addition, or deletion may be overruled by the vote of 75% of the Unit Owners.

15. Any provision that gives Sponsor control of the enforcement of Sponsor's obligations is not lawful. If there are non-sponsor-controlled board members and there is a vote on whether to sue the Sponsor, Sponsor's board representatives cannot vote on that issue.

T. RIGHTS AND OBLIGATIONS OF UNIT OWNERS & BOARD OF MANAGERS

1. Sales and Leases of Units

A. No Discrimination. Each owner of a Unit may sell or lease his or her Unit without limitation except that no unit owner may discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or any other grounds prohibited by law. Any lease terms, including rent, shall be subject to state and local law. The Board does not have a right of first refusal.

B. No Severance of Ownership. Each conveyance of a Unit shall include, as part of the property to be conveyed, such Unit Owner's (i) Common Interest; (ii) undivided interest in any Unit or Units acquired by the Board from Unit Owners (or the proceeds received at a foreclosure or other judicial sale of a Unit); and (iii) an undivided interest in any other assets of the Condominium.

C. No Arrears. Title to a Unit may not be conveyed unless all unpaid Common Charges and liens against the Unit, except permitted mortgages, are paid and satisfied at or prior to closing. At the time of acquisition of a Unit and as a condition thereof, the new Unit Owner shall be required to execute, acknowledge and deliver a Unit Owner's Power of Attorney in favor of the Board and Sponsor, in accordance with the Declaration.

2. Mortgages of Units

A. Restriction on Mortgages. Each unit owner has the right to mortgage his or her unit, provided that, with respect to Units other than the Unsold Units, the conditions set forth in Article 8 of the By-Laws are first complied with. As more fully set forth in said Article 8, these conditions include the requirements that:

(i) no Unit Owner shall be permitted to mortgage, pledge or hypothecate his Unit unless and until he shall have paid in full to the Board all unpaid Common Charges and special assessments theretofore assessed against such Unit and shall have satisfied all unpaid liens;

(ii) no Unit Owner shall execute any mortgage or other document mortgaging, pledging or hypothecating title to his Unit without including therein its Appurtenant Interests, it being the intention to prevent any severance of such combined ownership. Any mortgage or other instrument purporting to affect one or more of such interests without including all such interests shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein so that at all times, all of the Units interests in the Condominium shall remain and shall not be severed;

(iii) any mortgage covering a Unit shall be substantially in the form of the New York statutory form of mortgage, except for such changes or additions as may be required to permit a lender to make the loan;

(iv) The Board is notified in writing of the making of such mortgage and is given a copy thereof.

B. Sponsor's rights. Sponsor or its designee, as the owner of Unsold Units, shall have the right to mortgage the Unsold Units without any restriction or limitation, except that the Board is required to be notified in writing of the making of such mortgage and is to be given a copy thereof.

3. Common Charges: Assessment, Collection and Lien for Non-Payment

A. Commencement of Collection. The Board will commence collection of common charges upon the closing of title to the first Unit.

B. Budget. The Board will prepare and distribute to all Unit Owners, at least annually, a budget setting forth its projection of the Common Expenses for the upcoming fiscal year of the Condominium.

(i) Such Common Expenses will include, among other things:

(a) all costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition, or improvement to, the Common Elements;

(b) water charges and sewer rents in connection with the Building (unless the same are separately assessed to individual Units);

(c) and assessments levied with respect to the Property (until the same are separately assessed to individual Units); and

(d) amounts for such other items as the Board may deem proper (such as amounts for reserves, to make up deficits for prior years, to prepay indebtedness of the Condominium, or to purchase or lease Units).

(ii) Determination of Common Charges. Based upon such budget, the Board will promptly determine and advise each Unit Owner of the Common Charges payable by such Unit Owner during the ensuing fiscal year, which Common Charges shall represent a portion of the projected Common Expenses of the Condominium assessed to such Unit Owner pro-rated according to the Common Interest of his or her Unit.

(iii) Revision of Budget. Pursuant to the terms of Article 6 of the By-Laws, the Board has the right to revise its projection of the Common Expenses at any time and from time to time during any fiscal year of the Condominium. Any such revision may result in an increase or decrease in the amount of Common Charges payable by Unit Owners during such fiscal year. However, no such revision shall have a retroactive effect on the amount Common Charges payable by Unit Owners prior to the date of such new determination. This section is not applicable during the Initial Sponsor Control period. During such time, Sponsor must file an amendment with new certified budget.

C. Payable in Monthly Installments. Unless otherwise determined by the Board, Common Charges will be payable in monthly installments, in advance, on the first day of each month. No Unit Owner will be relieved from liability for the payment of his or her Common Charges by waiving the use of any of the Common Elements or by abandonment of his Unit. No Unit Owner will be liable for the payment of any part of the Common Charges assessed against his or her Unit subsequent to a permissible sale and transfer, or other conveyance by him or her of such Unit.

D. Exemption from Accrue ment of Common Charges. Any Unit Owner may, by conveying his or her unit, without consideration, to the Board and complying with certain conditions set forth in the By-Laws in connection therewith, exempt himself or herself from Common Charges thereafter accruing. Such conditions include the payment of all Common Charges and assessments then due and payable with respect to his or her Unit and such Unit being free and clear of all liens and encumbrances other than any statutory lien for unpaid Common Charges. However, in no event shall Sponsor or its designee be permitted to convey any Unsold Unit to the Board and thereby exempt itself from Common Charges attributable to such Unit thereafter accruing, unless:

- (i) the aggregate Common Interests of the Unsold Units constitutes fifteen (15%) percent or less of the total Common Interests appertaining to all Units;
- (ii) at least five (5) years have elapsed since the First Closing; and
- (iii) at the time of conveyance, Sponsor shall pay the Board a sum equal to the product of the then current aggregate monthly Common Charges for the Unsold Units being conveyed multiplied by 24.

E. Common Charges due on Resale. On a resale of any Unit, the purchaser of such Unit shall be required to pay unpaid Common Charges assessed against such Unit prior to his acquisition, except that a mortgagee acquiring title to a mortgaged Unit or a purchaser at a mortgage foreclosure sale shall not be liable, and such mortgaged Unit shall not be subject to, a lien for the payment of any Common Charges assessed subsequent to the recording of such mortgage and prior to the acquisition of title to such Unit by the mortgagee or a purchaser at a mortgage foreclosure sale and such assessments shall be the liability of the owner of the Unit at the time of the assessments. In the event that the Board forecloses its statutory lien on any Unit for unpaid Common Charges and the net proceeds of the foreclosure sale shall not be sufficient to pay such unpaid Common Charges, or if such Unit is acquired by a mortgagee or purchaser at a mortgage foreclosure sale, then, in either event, the defaulting Unit Owner shall remain personally liable for the balance of such unpaid Common Charges. The Board shall have the right to assess such unpaid balance amongst all those who are Unit Owners at the time that the same is levied.

F. Board's Lien for Unpaid Common Charges.

- (i) Lien for Unpaid Common Charges. Under the provision of Section 339-z of the Real Property Law, and Article 6 of the By-Laws, the Board will have a lien, on behalf of all Unit Owners, on each Unit for unpaid Common Charges and expenses assessed against such Unit together with interest and costs thereon. All such liens, however, will

be subordinate, to the extent required by applicable law, to any liens for real estate taxes and assessments on such Unit.

(ii) Effectiveness of Lien. Any lien for unpaid Common Charges and expenses against a Unit will be effective from and after filing of a verified notice thereof in the Register's Office and until all sums secured thereby, with interest and costs accrued thereon, shall have been fully paid, or until six (6) years from the date of filing (unless foreclosure of such lien is started within such six-year period), whichever is sooner. Such liens may be foreclosed by a suit brought in the name of the Board (acting on behalf of all Unit Owners) in like manner as the foreclosure of a mortgage on real property, or an action may be brought by the Board to recover unpaid Common Charges without foreclosing the lien.

(iii) Lien during Initial Control Period. In accordance with Section 339-aa of the Real Property Law, while Sponsor is in control of the Board, Sponsor will cause the Board to file a lien on units in which Sponsor is more than thirty (30) days in arrears of common charges.

G. Failure by Non-Occupying Owner to Make Payments on its Unit. Section 339-kk of the Real Property Law of the State of New York (the "Condominium Act") applies to all condominium plans in existence after July 22, 1998. It is intended to provide financial protection for a condominium association if a non-occupying owner fails to make monthly payments for its units. The terms of Section 339-kk are as follows:

(i) For purposes of this section, "non-occupying owner" means a condominium unit owner who does not occupy the dwelling unit.

(ii) 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 60 days of the expiration of any grace period after they are due, the Board shall provide written notice to the tenant and the non-occupying owner that rental payments from the tenant shall be paid directly to the Board.

(iii) Such notice shall provide that commencing immediately and until such time as all such payments are made current, all rental payments due subsequent to the issuance of such notice are to be made to the Condominium Association at the address listed on the notice. However, where a majority of the Board has been elected by Unit Owners who are in occupancy, the Board may elect not to require that rental payments be made payable to the Board.

(iv) When such payments from the non-occupying owner are once again current, written notice of this fact shall be given within 3 business days to the rental tenant and non-occupying owner; thereafter, all rental payments shall be made payable to the non-occupying owner or a designated agent.

(v) A non-occupying owner who disputes the Board's claim to rental payments pursuant to Section 339-kk shall be entitled to present facts supporting such position at the next scheduled meeting of the Board of Managers, which must be held within 30 days of the date that such Board receives notice that such owner seeks to dispute such claim.

(vi) Nothing in Section 339-kk shall limit any rights of Unit Owners or of the Board existing under any other law or agreement.

(vii) Payment by a rental tenant to the Board made in connection with Section 339-kk 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.

4. Capital Reserves. The Board has the power to accumulate reserve funds for capital replacements or other purposes to meet the needs of the Condominium in accordance with the Declaration and By-Laws. There are no restrictions on these powers.

5. Repair and Maintenance of Units and Common Elements

A. Maintenance.

- (i) First Class Condition. Each Unit and all portions of the Common Elements shall be kept in first-class (same as new, excepting normal wear and tear) condition, order and repair (and free of snow, ice and accumulation of water with respect to any terrace, patio, roof or other part of the Property exposes to the elements) by the unit Owner or the Board, whichever is responsible for the maintenance thereof, and such Unit Owner or the Board, as the case may be, shall promptly make or perform, or cause to be made or performed, all maintenance work that is necessary in connection therewith. In the event that any Unit Owner fails to keep his or her Unit in such condition, the Board may, at the expense of such Unit Owner, enter his or her Unit to perform such acts as are necessary to cure such default.
- (ii) Responsibility for Maintenance and Repairs. Generally, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary: (a) in or to any Unit (including the Common Elements contained therein) shall be performed by the Owner of such Unit at his sole cost and expense; and (b) in or to the Common Elements which are not covered in subsection (a) shall be performed by the Board as a Common Expense. In connection with the foregoing, it should be noted that the exterior glass surfaces of all windows located in any Unit are to be washed and cleaned by the owner of such Unit, at such Unit Owner's sole cost and expense.
- (iii) Notwithstanding the foregoing, however, all maintenance, repairs and replacements to the Common Elements, whether structural or non-structural, ordinary or non-extraordinary, necessitated by the negligence, misuse, or abuse of a Unit Owner, will be made by such Unit Owner at his or her sole cost and expense.

- (iv) The Board must give prior notice of at least forty-eight (48) hours, except in the case of an emergency, to enter the premises, and the Unit Owner shall have a right to make arrangements with the Board of Manager and its designee to enter the Unit to inspect, remove violations, make general repairs, cure defaults by the unit owners and for other purposes permitted by the bylaws.

B. Repair or Restoration After Fire or Other Casualty. Except as set forth in the next paragraph, in the event that the Building or any Common Elements is damaged or destroyed by fire or other casualty, the Board will arrange for the prompt repair and restoration thereof.

- (i) Insufficient Insurance Proceeds for building or common element repair. If the insurance proceeds are insufficient to cover the cost of repairs or restorations of the building or any Common Elements thereof, the Board may assess all Unit Owners for such deficit as a Common Expense. Any surplus insurance proceeds shall be paid to all Unit Owners in proportion to their respective Common Interests, except that no payment shall be made to a Unit Owner until there has first been paid, out of his share of such funds, such amounts as may be necessary to reduce unpaid liens on his Unit (other than mortgages that are not Permitted Mortgages) in the order of priority of such liens.
- (ii) Insufficient Insurance Proceeds for Unit Repair. If a Unit is damaged by casualty and the proceeds of insurance obtained by the Board are not sufficient to cover the repair of the Unit, the amount necessary to restore the Unit over and above the proceeds from any fire insurance on the Building will be an expense of the individual Unit Owner. In order to protect himself against the possibility of such an expense, the Unit Owner should obtain additional fire insurance coverage above and beyond that coverage maintained by the Board.
- (iii) Substantial Damage. If seventy-five (75%) percent or more of the Building is destroyed or substantially damaged and if all Unit Owners do not promptly resolve to proceed with the repair or restoration thereof, the Building will not be repaired and shall be subject to an action for partition instituted by any Unit Owner or lienor, as if owned in common, in which case the net proceeds of the resulting sale, together with the net proceeds of insurance policies, shall be divided among all Unit Owners in accordance with the factors set out in the New York State Condominium Act Section 339-i(1)(i), which is based on the approximate proportion that the fair value of the unit at the date of the declaration bears to the then aggregate fair value of all the units. In the event of any dispute, the issue shall be presented for arbitration in accordance with Article 10 of the By-Laws. No payment shall be made to a Unit Owner until there has first been paid, out of his or her share of such funds, such amounts as may be necessary to discharge all unpaid liens on his or her Unit (other than mortgages that are not Permitted Mortgages) in the order of the priority of such liens. If Sponsor or its designee is then a unit owner, it will have the right to vote at any meeting of Unit Owners called for the purpose of deciding whether or not to proceed with the restoration or repair of the Building.

6. Alterations and Improvements

A. Units.

- (i) Unit Owner's Rights. Each Unit Owner shall have the right to:
 - (a) make alterations, additions, or improvements in the interior of his unit;
 - (b) make alterations, additions, or improvements to any part of the property allocated to his unit; and/or
 - (c) change the layout of his unit;
- (ii) Limitation of Unit Owner's Rights. provided, however, that, with respect to any such alteration, addition, improvement or change in, to, of or upon a Unit:
 - (a) no physical modification shall be made to any other Unit, and the Common Interest or interior dimensions of any other Unit shall not be changed by reason thereof, unless the owner of such other affected Unit shall consent thereto;
 - (b) the Unit Owner shall agree to hold the Board and all other Unit Owners harmless from any liability arising therefrom;
 - (c) such alteration, addition, improvement or change shall not jeopardize the soundness or structural integrity of any part of the Building or the safety of any tenant or other persons at the Property; and
 - (d) such alteration, addition, improvement or change shall not commence until the final certificate of occupancy for the building is procured.
- (iii) Procedure. In the event that any Unit Owner wishes to make any modifications to its Unit in accordance with the forgoing, such Unit Owner shall apply to the Board for approval. The Board must respond within fifteen (15) days from receiving notice from the Unit Owner. The Board's failure to timely respond shall be deemed a waiver of its right to reject the proposed modifications. In connection therewith, the Board, on behalf of the Unit Owner, shall execute any applications to any departments or to any governmental agencies having jurisdiction thereof, for any and all permits required in connection the making of alterations, additions, improvements, or repairs in or to a Unit, provided however that Board approval shall be required prior to any work of a structural nature.

B. Common Elements

- (i) Board's Rights. Generally, all alterations, additions, or improvements in or to the Common Elements will be made by the Board and the cost and expense thereof will be charged to Unit Owners as a Common Expense. Except as otherwise provided in the By-Laws, no Unit Owner may make any alteration, addition, improvement, or repair in or to the Common Elements.
- (ii) Sponsor's Rights. Sponsor or its designee or respective Unit Owners shall have the right, without the approval of the Board, the Selling Agent, the Managing Agent,

other Unit Owners, or representatives of holders of mortgages on Units to (a) make alterations, additions, improvements, or repairs in or to any Unsold Unit or Units, whether structural or non-structural, interior or exterior, ordinary or extraordinary; and (b) to subdivide, combine and change the boundary walls of Unsold Units or Units.

(a) Limitation on Sponsor's Rights. No change will be made in the size or number of units and/or their respective percentages of common interest, and no material change will be made in the size or quality of common elements, except by amendment to the Plan and, when applicable, the declaration. In addition, sponsor may not substitute equipment or materials of lesser quality and design, nor may Sponsor change the size, location of building or units, other improvements or common elements if such changes affect the percentage of common interests or adversely affect the value of any unit to which title has closed or for which a purchase agreement has been executed and is in effect, unless all affected Unit Owners consent in writing to such change. 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.

(b) Board's Obligation to Execute. At the request of Sponsor or its designee or the Unit Owner, the Board will execute any application or other documents required to be filed with any governmental authority having or asserting jurisdiction in connection with any addition, alteration, improvement, or repair proposed to be made by Sponsor or Unit Owner, at which time Sponsor or Unit Owner shall execute an agreement to indemnify and hold harmless the Board and the Unit Owners from any expense or liability by virtue of the execution of the application or such other documents.

7. Insurance Coverage

A. Coverage Provided.

- (i) Fire Insurance. The Board shall maintain fire insurance policies insuring the Building (including all Units, kitchen and bathroom fixtures installed therein on the date of recording the Declaration and all service machinery contained therein, but not including appliances or any furniture, furnishings, or other personal property supplied or installed by the Unit Owners or tenants of Unit Owners), and covering the interests of the Condominium, the Board, the Unit Owners and the holders of all Permitted Mortgages (the "Permitted Mortgagee"), as their replacement value of the Building (exclusive of excavation and foundations), without deduction for depreciation. See Schedule B.
- (ii) Additional Coverage, if applicable. The Board shall also maintain, to the extent obtainable: (a) rent insurance in an amount equal to the Common Charges for one (1) year; (b) workers' compensation and New York State disability benefits insurance; (c) elevator liability and collision insurance (if an elevator is present); (d) hazard insurance; and (e) such other insurance as the Board may from time to time determine.
- (iii) Form of Insurance. Each of such policies shall contain a New York Standard Mortgagee clause in favor of each Permitted Mortgagee, which shall provide that the loss proceeds,

if any, thereunder shall be payable to such Permitted Mortgagee as its interest may appear; subject, however, to the loss payment provisions in favor of the Board and the Insurance Trustee as set forth below. The cost of all such insurance shall be paid by the Board and shall be borne by the Unit Owners as part of the Common Charges. All policies of physical damage insurance shall contain waivers of subrogation and of any defense based on co-insurance or on invalidity arising from any acts of the insured and of pro rata reduction of liability, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' written notice to all of the insured, including Unit Owners, the Board of Managers and Permitted Mortgagees. Each Unit Owner shall be named as an additional insured on all such policies. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all Permitted Mortgagees ten (10) days prior to expiration of the then current policies, and Unit Owner shall receive a certificate of such insurance. The projected cost of such items not covered (as per section 7C below) is \$1,200.00 based on a letter from P&G Insurance Brokers.

B. Proceeds. The proceeds of all such policies of physical damage insurance shall be payable to the Board or insurance trustee, if one is so appointed. Such proceeds shall be applied for the purpose of repairing, restoring or rebuilding the Building, unless otherwise determined by Unit Owners. In no event shall such proceeds be paid to the holder of any mortgage placed by a Unit Owner on his or her Unit unless, in accordance with the By-Laws, there shall be a determination not to rebuild the Building.

C. Additional Condominium Insurance Available. The following coverages are not included in the premium and may be available at extra cost: boiler and machinery; excess liability; auto liability. In order to safeguard the investment of its Unit Owners in the event of a substantial or total destruction of the Building, the Board should periodically review the amount of casualty insurance for the Building to insure that the amount of coverage equals the Building's then replacement cost. There is also no provision for insurance covering indemnification of board members. It is at the discretion of the board to obtain such coverage, the cost of which will be borne by the unit owners as a common expense. Any insurance maintained by the Board may provide for such deductible amounts as the Board may determine. The cost of all such insurance shall be paid by the Board and shall be borne by all Unit Owners as part of the Common Charges.

D. Additional Unit Owner Insurance. This coverage does not include claims for personal injury or property damage resulting from occurrences in a Unit, nor does it include coverage of the furniture or personal property of Unit Owners. Therefore, each Unit Owner should consider the desirability of obtaining additional insurance at his or her own cost covering among other items: (i) fire or casualty losses to the contents of his or her Unit and any replacements, additions, upgraded fixtures and improvements therein; (ii) personal property; and (iii) liability for personal injury as a result of occurrences in the individual Unit. In the event of a loss, the claim is made payable to the named insured (the Board). Unit Owners shall not be prohibited from carrying other insurance for their own benefit, provided such policies contain waivers of subrogation and provided, further, that the liability of the carriers issuing insurance procured by the Board shall not be affected or diminished by reason of any Unit Owner's other insurance.

8. Restrictions on the Use of Units. As more fully set forth in the Declaration and By-Laws, each Unit may be used in accordance with local law and zoning regulations and the Certificate of Occupancy.

No bird, reptile, or animal shall be permitted, raised, bred, kept, or harbored in the Building unless, in each instance, the same shall have been expressly consented to in writing by the Board or the Managing Agent, which consent shall not be unreasonably withheld. There are no aesthetic controls in the building. The units and common elements are limited to residential use and no business or professional use may be carried on in the units. Such limitations are more restrictive than those applicable to the Sponsor. Sponsor may, without obtaining the consent of the Board or other Unit Owners, use any one or more of such Units as model units and sales and/or promotion offices in connection with the sale of the Unsold Units or for any other purpose, subject only to compliance with current laws, statutes or regulations.

A Unit owned or leased by an individual, corporation, partnership, fiduciary, or other entity may be occupied only by said individual, or by an officer, director, stockholder, or employee of such corporation, or by a partner or employee of such partnership, or by said fiduciary (including officers, directors, stockholders, or employees or corporate fiduciaries), or by the beneficiary of said fiduciary, or by a principal or employee of such entity, respectively, or by members of the immediate family or guests of any of the foregoing. However, the foregoing restriction shall not apply to Unsold Units.

No nuisance, or immoral, improper, offensive, or unlawful use, as determined by a reasonable person standard, shall be allowed in the Building or any portion thereof. Any question as to whether a use is a nuisance, immoral, improper, offensive, or unlawful shall be submitted to arbitration in accordance with Article 10 of the Bylaws. All valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof, relating to any portion of the Property, shall be complied with at the sole expense of the respective Unit Owners or the Board, whomever shall have the obligation to maintain or repair such portion of the Property. The Rules and Regulations of the Condominium, which govern the use of all of the Units, may be amended from time to time by the Board, provided that copies of such amendments are furnished to each Unit Owner prior to the time that they become effective. For further discussion, see the "Addendum to the Bylaws - Rules and Regulations" attached as part of Document No. 7 in Part II of the Plan.

9. Rights of Access. As more fully set forth in the By-Laws, the Board, and the Managing Agent, superintendent and other persons authorized by the Board, will have a right of access to any Unit for the purposes, among others, of making inspection of, or removing violations of governmental laws or regulations against any part of the Property, curing defaults committed by the owner of such Unit under the Condominium Documents, or correcting conditions originating in any Unit and threatening another Unit or any Common Element. In addition, Sponsor and its contractors, subcontractors, agents and employees will have a right of access to each Unit and to all of the Common Elements for purposes of performing certain alterations and repairs in or about Unsold Units and in fulfilling Sponsor's obligations under the Plan. The right of access is subject to the rights of existing tenants and other occupants of Unsold Units, on not less than one day's prior notice to the Owner of the Unit to which access is required, except in cases of emergency (that is, a condition requiring repairs or replacements immediately necessary for the preservation or safety of the Building or for the safety of the occupants of the Building or other individuals, or required to avoid the suspension of any necessary service in the

Building), when such rights of access may be exercised immediately, without advance notice and whether or not the Unit Owner is present.

10. Self-Help. In the event that any Unit Owner fails to maintain or repair parts of the Building required to be maintained or repaired by such Unit Owner, or in the event of any breach of the Condominium Documents, then, as set forth in Article 9 of the By-Laws, the Board shall have certain rights to perform such maintenance or repairs, or to cure such breach, at such Unit Owner's expense.

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

12. Compliance with the Terms of the Declaration, By-laws and the Rules and Regulations. Each Unit Owner must strictly comply with the provisions of the Condominium Documents, including, but not limited to: the Declaration, By-Laws, or any other rules, regulations or requirements promulgated by the Board, and as the same may be amended, modified, deleted, or added to from time to time pursuant to the terms thereof. Failure to strictly comply is grounds for an action for damages, including but not limited to attorney's fees, late charges and interest at the highest legal rate allowable, or injunctive relief, or both.

13. Arbitration. In order to resolve any dispute, controversy, claim or question arising with respect to the Condominium (with the exception of disputes arising under the Housing Merchant Implied Warranty) or the Contract, or to break any deadlock in voting, the dispute or question shall be submitted to arbitration through the American Arbitration Association ("AAA"), which will give any party the rights he is entitled to under New York law. The arbitration proceeding will follow the rules of the AAA. The arbitrator will be neutral and independent of Sponsor and its principal and will be designated by the AAA. The hearing will take place in the county where the building is located. The parties to the purchase agreement are giving up the right to bring suit in court, including the right to a trial by jury, concerning disputes over the disposition of escrowed funds, except as provided by the rules of the arbitration forum in which a claim is filed. The decision of the arbitrators so chosen shall be given within thirty (30) days after their selection or appointment, and said decision shall be final and binding. A party's ability to have a court reverse or modify an arbitration award is very limited. The ability of the parties to obtain documents, witness statements and other discovery may be more limited in arbitration than in court proceedings. The arbitrators may not have to explain the reason for their award. Unlike litigation, New York law does not authorize the filing of a notice of pendency based on ongoing arbitration proceedings. The fees, costs and expenses of the arbitrators shall be shared equally by the disputants. Each disputant shall also bear the fees and expenses of his or her own counsel and expert witnesses. See "Procedure to Purchase".

14. Termination of Condominium; Partition of Common Elements: The Condominium shall continue (unless terminated by casualty loss, condemnation, or eminent domain as provided by the By-Laws) until such time as the Property shall be withdrawn from the provisions of the Condominium Act as a result of the vote to do so by at least eighty percent (80%) of the vote, taken in accordance with the By-Laws. In addition, written consent of Mortgage Representatives, if any, shall be required before such vote is effective. In the event of withdrawal, the Property shall be subject to an action for partition by any Unit Owner or any lienor as if owned in common, in which event the net proceeds of the sale resulting therefrom shall be divided among all Unit Owners in accordance with the value of each of the units. If there is a dispute, the issue shall be presented for arbitration in accordance with the By-Laws. Before paying any of the proceeds to a unit owner, the shares of such proceeds payable to such unit owner shall first be applied to the payment of any liens on his or her Unit, in the order of priority of such liens.

15. Smoking Policy. The terms of the Smoke-Free Air Act (“SFAA”) will be the smoking policy for the building. Smoking or the use of electronic cigarettes is prohibited in common indoor areas of the building. The common areas include hallways, stairwells, lobbies, and other work areas of the building used by residents, tenants or by maintenance and building personal. In the common indoor areas of the building, building owners must display a sign that says “No smoking or electronic cigarette use.”. Smoking and electronic cigarette use is not prohibited in the private units or apartments or other private dwelling residences, except in areas where child day care centers or health care facilities operate and are open or employees are working. Smoking is not prohibited in the outdoor common and limited common areas of the building including but not limited to courtyards, rooftops, balconies and patios and any outdoor areas connected to the dwelling units. This disclosure is in compliance with Local Law 147.

U. REAL ESTATE TAXES

1. Separate Assessments. After tax lots are apportioned and 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 or non-payment of taxes on any other units, nor will his or her unit be subjected to any lien arising from same.

2. No Separate Assessment before the First Closing. In the event that the units are not separately assessed at the time of the closing, the following procedure will be applicable:

A. Sponsor shall place in escrow in the name of the Board an amount equal to the real estate taxes which will be levied against the property for the six (6) month period following the first closing. Sponsor will collect at each unit closing the estimated amount of taxes attributable to such unit for that period and authorize reimbursement from the Escrow Agent for said amount. The amount in the escrow account will be disclosed in the post closing amendment. The Board will pay the taxes from the escrow account when taxes are due and payable and the funder of the escrow account will be entitled to reimbursement from unit owners to the extent of the actual assessment.

B. To the extent that the taxes have been paid by the condominium for the initial period, there will be an adjustment made at the time of the closing in the amount of prepaid taxes with respect to this unit, which will be based on the percentage common interest allocated to the unit.

C. The unit owner will be required to pay the entire amount of tax allocated to his unit at the time that the Board is required to make its real estate tax payment to the City of New York. The allocation for taxes will be based on the unit's percentage of common interest allocated to the unit. Real estate taxes (and state/local taxes) up to a total of \$10,000 are a tax deductible expense.

3. Real Estate Tax Estimates. The real estate tax estimates set forth in Schedule A are based on a letter included in section "Real Estate Taxes" from Sponsor's expert, Metropolitan realty Exemptions, 349 Keap Street, Brooklyn, NY 11211 dated November 7, 2024. Sponsor's expert has been involved in the review of property tax assessments in the metropolitan New York City area for over fifteen (15) years and has filed applications and petitions for reductions in such tax assessments in New York City. The projected tax rate as assessed by the NYC Department of Finance based on the first year of condominium operations beginning January 1 2026 is anticipated to be \$12.250 per One Hundred Dollars (\$100.00) of assessed valuation for a tax class 2 property. The assessed valuation for the residential units for the first year of condominium operations combined is projected to be \$542,566.00. This real estate tax estimate is based on (a) recent tax assessment history of the property; (b) the potential income for the new structure (if operated as a rental); (c) comparable condominium projects in the condominium's neighborhood; (d) market conditions in the general area; (e) proposed estimate of the cost of construction; and (f) calculation of the gross floor area. The projections are post-completion projections of taxes that unit owners will be assessed for their units. THERE IS NO ASSURANCE THAT THE TAXING AUTHORITY WILL ASSESS THE MINIMUM TAX PAYABLE WITH RESPECT TO THE UNITS, IF ANY, IN PROPORTION TO EACH UNIT'S COMMON INTEREST (AND IF NOT SO ASSESSED, UNITS HAVING THE SAME COMMON INTEREST MAY PAY DIFFERENT REAL ESTATE TAXES).

4. Determination of Real Estate Taxes. Estimated real estate tax assessments are determined using various factors including sales price, square footage, location of the unit, availability of limited common elements and/or access to common elements. No assurances can be given that the taxing authorities will assess the building and allocate the assessments in the same manner and the actual assessments may not be in the same proportion as the common interests set forth in Schedule A. As of the date of submission, no tax certiorari proceedings are pending on the premises.

6. Review of Real Estate Assessments. Prior to the units being separately assessed, the Board will be responsible for reviewing, appealing and filing any documents necessary for obtaining a reduction in the tax assessment and will file such documents on behalf of all of the owners. Such owners shall execute any documents required for such filing. After assessments have been released by the Department of Finance in January, if the units have not yet been separately assessed, the Board shall review the assessments provided. If, upon a vote of the members of the Board, the Board decides to pursue appealing of the real estate tax assessment provided, the Board shall seek outside guidance or prepare the documentation necessary for appealing the assessment with the Department of Finance. After the Units have been separately assessed, tax review for each Unit will be the responsibility of the Unit Owner and the Board will have no authority to act on behalf of any unit owner regarding the review and appeal of such unit's tax assessments.



Office: 349 Keap Street, Brooklyn, NY 11211
Phone: (718) 387-3004 | **Fax:** (718) 228-3503
Email: counsel@mretax.com

November 7, 2024

Addressed to:
105 Diamond Street LLC

RE: 105 Diamond Street
Brooklyn, NY 11222
Block & Lot: 2651 - 17

Letter of Opinion regarding proposed real estate tax liabilities for the project located at
105 Diamond Street, Brooklyn, NY 11222

Project Details: 4 Residential Condominium Units

Dear Sir;

You have requested us to advise you with our opinion in respect to determining the projected Annual Assessment and tax liabilities regarding the above captioned real property according to our experiences.

In order to prepare this letter and the opinion set forth herein, you have supplied us with the following information upon which we have relied:

1. A new multiple-dwelling building will be constructed, consisting of 4 residential condominium units.
2. The building will encompass a total of 6,547 gross square feet.
3. Separate condominium tax lots will be filed with the Department of Finance (DOF) for each residential unit.
4. Based on assessment guidelines, the DOF Surveyor's Office will classify the condominium units as tax class 2C and assess them at 45% of the market value.

DOF Assessment Guidelines

METROPOLITAN Realty Exemptions, Inc.

The New York City Department of Finance assesses the values in regard to all New York City residential and commercial properties annually. Based on the assessor's determination of the assessment on taxable status date January 5th, the Department of Finance releases tentative assessments of the property value in January of every year and final assessments every May, prior to the beginning of each tax year. Assessments in New York City are made on a fiscal year basis, beginning on July 1st of each year and ending on June 30th the following year.

The property tax assessment process commences when the city's assessors determine the market value of the property. Property tax is only levied on a portion of the market value. This portion is called the assessed value. Regarding 1-3 family homes and condominiums with no more than three (3) stories, provided such property was previously classified as class one (1), the assessed values are levied on 6% of the market value. Regarding all other properties, taxes are levied on 45% of the market value.

Real Property Tax Law Section 581 provides that cooperative and condominium apartments shall be assessed for tax purposes as if the building was a comparable rental property. Thus, the Department of Finance is prohibited from utilizing the sales prices of the individual condominium units in determining the assessed valuation. Therefore, the prices that you set in your offering plan and any subsequent sales or re-sales are not relevant in determining the assessed value of the property or of the individual condominium units. Upon conversion to a condominium and after an application is submitted by you, the New York City Department of Finance shall assign individual tax lot numbers to each of the condominium units. The residential units will be designated as tax class 2C property and will pay on the class 2 tax rate. Real Property tax rates set each year by the City Council are applied to these property values, to determine each homeowner's annual tax liability. The current 2024 class 2 tax rate is 12.500%.

Tax Class 2a, 2b and 2c CAP

Per New York Real Property Tax Law Section 1805, tax class 2a, 2b and 2c properties are subject to an assessment cap of 8%. Specifically, the law states that an assessor of any special assessing unit "shall not increase the assessed value of any tax class 2a, 2b and 2c properties" in a single year by more than 8% of the previous year's assessed value, as listed on the assessment roll. Additionally, the assessor may not increase the tax class 2a, 2b and 2c properties assessed value by more than 30% within any five-year period. The assessment cap does not apply to increases in assessed value due to physical alterations or the expiration of any tax exemptions or abatements.

We assume there will be a substantial increase in assessed value for tax year 2025/26 due to the construction, and that such increase will be placed on the assessment roll immediately and not subject to the limitation on increases described above. In future tax years, increases in assessed value cannot exceed 8% annually and 30% over any five-year period.

Proposed Real Estate Tax Liabilities

We have taken the following factors in account when formulating our opinion: (a) the recent tax assessment history on the property; (b) the potential income for the new structure (if operated as a rental); (c) comparable condominium projects in the above-mentioned neighborhood which have been recently constructed; (d) market conditions in the general area; (e) proposed estimate of the cost of construction; and (f) calculation of the gross floor area mentioned above.

Post construction Projected Assessed Value and Tax Liability

METROPOLITAN Realty Exemptions, Inc.

Considering the aforementioned factors, we are estimating that for the post construction tax year, the DOF will set the **Taxable Assessed Value at approximately as follows.**

Residential Tax Liability	
Assessed Value	\$542,566
Tax liabilities	\$67,821

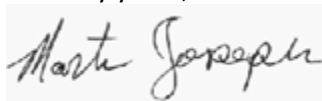
In determining the assessed values for the individual units, the Department of Finance may use the common interest percentages set forth in the condominium declaration if such percentages are rationally and fairly determined.

Disclaimer

Though the aforesaid estimate of the Actual Assessed Valuation is a good-faith estimate, it is not possible to estimate same with any degree of certainty. Assessed valuations, when made, may be lesser or greater based on the interpretation of the administrative code and the applicable rules and regulations of the City of New York.

Although we believe our opinions are well-founded, they are not intended, and should not be construed as warranties or guaranties or representations as to future assessed valuations of the property under discussion and we accept no responsibility or liability in the event that the figures or projections set forth herein are incorrect or inaccurate. In no event will this firm, the Sponsor, the Sponsor's counsel or any other person be liable if the assessed valuation, when actually made, is lesser or greater than that estimated above, or if the administrative code and the applicable rules and regulations of the City of New York are changed in the future, or if the facts as represented prove to be untrue.

Sincerely yours,



Martin Joseph

Metropolitan Realty Exemptions, Inc.

**LAW OFFICES OF
N.C. CALLER, P.C.**

**4309 13TH AVENUE
BROOKLYN, NY 11219
(718) 438-2525
FAX: (718) 686-0605
CARLCALLER@NCCALLER.COM**

V. COUNSEL'S INCOME TAX OPINION

December 24, 2025

Re: Offering Plan ("Plan") for the Condominium Ownership of the Premises known as 105 Diamond Street, Brooklyn, NY 11222 (the "Property")

To Whom It May Concern:

You have requested our opinion with regard to certain Federal, New York State and New York City income tax matters relating to a person ("Unit Owner") who purchases a condominium unit ("Unit") under the Plan.

In connection with this opinion, we have reviewed the Plan including the exhibits thereto and such other documents as we considered necessary for the purposes of this opinion.

The opinion expressed herein is based upon the assumptions that the Plan becomes effective and is consummated in accordance with its terms and condominium ownership of the Property is validly established. All terms not otherwise defined herein shall have the same meanings ascribed to them in the Plan.

I. Tax Deductions for Unit Owners Under the Plan:

(1) a Unit Owner will receive legal title in fee simple to the Unit coupled with ownership of an individual interest in the land and appurtenances and all other parts of the Building held in common with other Units Owners in its building (the "Common Elements");

(2) each Unit will be a separate tax lot for the purposes of The New York City real estate tax, and the Unit Owner will be directly liable to The City for the real estate tax assessment with respect to his Unit, but not with respect to any other Unit;

(3) subject to certain restrictions as to form, a Unit Owner may mortgage his Unit as he wishes, and will be individually liable for payment of principal and interest (and/or finance charges) on such mortgage but the Unit will not be subject to the lien of any mortgage placed on other Units; and

(4) a Unit Owner may separately transfer his Unit subject, with certain exceptions, to certain rights of the Board of his building.

On January 1, 2018, the Tax Cuts and Jobs Act of 2017 went into effect. This federal law significantly changed the previously existing Internal Revenue Code including the taxes and deductions related to homeownership. Under this new law, for taxable years 2018 through 2025:

- (1) There is significant Limitation on Deduction for State and Local Taxes, which is limited to an aggregate amount of taxes for any taxable year which shall not exceed \$10,000; and
- (2) The Limitation on Deduction for Qualified Residence Interest was reduced so that taxpayers may only claim a deduction for Qualified Resident Interest as long as the acquisition indebtedness for any period does not exceed \$750,000 (\$375,000 in the case of a married individual filing a separate tax return); and
- (3) A deduction may be taken for home equity indebtedness under certain circumstances. A purchaser should confer with a tax advisor regarding the deductibility of home equity indebtedness.

Purchasers are advised to consult with a tax expert regarding whether the new law will affect the purchaser's taxes.

In addition to the interest and real estate tax deductions discussed above, a Unit Owner who uses all or part of his Unit in the conduct of his trade or business or for the production of income may deduct a portion of common charges allocable to such use. Each such Unit Owner will be entitled to deduct cost recovery on his Unit (similar to depreciation), computed separately and based upon the cost of his Unit (see Code Section 1012). Such deduction may be determined under Code Section 168 by using the straight-line method or under ACRS tables which approximate the use of 175% declining balance method, switching to straight-line recovery in later years. The excess of accelerated cost recover deductions over deductions computed using the straight-line method is an item of tax preference and may result in Unit Owners incurring alternative minimum tax. The amount of permitted deductions has been modified by the Internal Revenue Code 1986. The deduction of Common Charges is limited to that portion which does not exceed the Unit Owners' share of expenses paid or incurred through the Condominium and which would constitute trade or business expenses under Code Section 162 or would constitute expenses for the production of income under Code Section 212, if they were paid directly by the Unit Owner. Common Charges may exceed the deductible amount to the extent that Common

Charges are used by the Board to finance capital expenditures or reserves. The amount used to fund capital expenditures or reserves are not deductible and must be capitalized by Unit Owners, increasing the basis in the Unit and thus the cost recovery deduction available for that Unit.

II. Compliance with Real Property Law 339-i

The method selected for calculating the percentage of common interest in the condominium pursuant to Real Property Law Section 339-i(1) is subparagraph (i) which provides:

"(i) the Common Interests of each of the units have been allocated in the approximate proportion that the fair value of the unit at the date of the declaration bears to the them aggregate fair value of all the units."

The percentages of interest in the common elements in this condominium have been allocated to the units in accordance with the above factors in compliance with Real Property Law Section 339-i(1)(i). They were allocated in this manner in accordance with the value of each unit in the building.

III. Tax Treatment of Condominium and Board of Managers

Under the Plan, each Condominium, via the Board, will determine, assess to, and collect from, its Unit Owners, in proportion to their respective Common Interests, the Common Charges to pay the costs and expenses of operating, repairing and maintaining the Common Elements of that Building.

The tax status of the Board is uncertain and turns upon whether the Condominium Board is treated as a mere conduit for Unit Owners or as an association taxable as a corporation.

If the Board is deemed to be the conduit for the Unit Owners, all income of the Condominium, such as investment income earned on interim investments or rent on any Unit it acquires, less the applicable expenses of earning such income, will be deemed income to the Unit Owners and taxable to them. However, Common Charges will not be considered income to the Condominium Board.

The Service, however, may take the position that the Unit Owners, acting through the Condominium Board, constitute an association taxable as a corporation (an "Association")³ because of, e.g.:

(1) the Board's centralized management powers over the Building;

³

If such an association were found to exist, it is our view that it would not constitute a tax exempt organization under Section 501(c) as an organization operated exclusively for the promotion of social welfare (cf. Rev. Rul. 74-99, 1974-1 Cum. Bull. 131).

(2) the attempt to limit contractual liability of Unit Owners, for the contracts entered into by the Condominium, to the Unit Owners' proportionate share of such liability in accordance with their common interest in the entire Condominium; and

(3) the possibility of perpetual life. (See Treas. Reg. 301.7701-2, and discussion in Shapiro, Commercial Condominiums: Tax Considerations for Unit Purchasers and the Association, 41 J. TAXATION 204, 206-08 (Oct. 1984) and Wolitzer, Condominium -- Organization, Taxes and Accounting, XL N.Y.C.P.A. 893, 899-900 (Nov. 1970).)

If the Condominium were treated as an association taxable as a corporation it would be subject to Federal income tax on the excess of the portion of its receipts including Common Charges and laundry concession income which is deemed to constitute gross income over any deductible expenses.

To the extent that any portion of the Common Charge receipts is segregated and used to finance specified capital expenditures or reserves, said portion may be excluded from gross income of the Association. (See Rev. Rul. 74-563, 1974-2 Cum. Bull. 38; L.R.B. 1974-47.6; and *Lake Petersburg Ass'n v. Commissioner*, 33 CCH Tax Ct. Mem. 259 (1974)). In such event, the Unit Owners might be required to pay further Common Charges to fund the Federal income tax liability of the Association. Any such Common Charges would probably be deemed to constitute additional gross income to the Association -- upon which further Federal tax would be owed. See *Old Colony Trust Co. v. Commissioner*, 279 U.S. 716 (1929), and cf. Rev. Rul. 74-75, 1974-1 Cum. Bull. 19.

In an effort to resolve the above uncertainty, Section 528 was added to the Code, pursuant to which the Board may, if qualified, elect to exclude from income the Common Charges payable by Unit Owners. (New York State and New York City have not adopted a similar statute.) This exemption is available to the Board only if:

(i) 60% or more of the gross income for the taxable year is received as fees or assessments from owners of Units ("Exempt Function Income");

(ii) 90% or more of the expenditures for the taxable year are for management, acquisition, maintenance and care of Common Elements;

(iii) 85% or more of the total square footage of all Units within the Condominium must be used by individuals for residential purposes;

(iv) No part of the net earnings may inure to the benefit of any private individual except through the rebate of excess assessments or indirectly through the acquisition, management and maintenance of association property.

A Condominium meeting the requirements of Section 528 of the Code and electing to be exempt from federal income tax on exempt function income would be taxable at corporate rates, with some minor modifications, on the amount by which its non-exempt function income exceeds the amount of allowable deductions which are directly connected with the production of such income.

It is our opinion that the Condominium will meet the requirements for election of Section 528 during its first year of operation. Thus the Condominium may make such election during the first year if it is advantageous. However, since the requirements for election under Section 528 are applied annually it cannot now be determined whether the Condominium may elect Section 528 treatment in any subsequent tax year.

We express no views as to any Federal, New York State and/or New York City tax consequences or as to any aspects of the Plan other than those explicitly discussed in this opinion. Nor do we express any view as to the tax status and tax consequences of the Plan under the laws of any other U.S. or foreign jurisdictions. This opinion does not deal with tax consequences which may result to a foreign Unit Owner by reason of his foreign status. This opinion also does not deal with the tax consequences which may arise if Units are acquired and/or leased by the Board or with respect to whether a Unit Owner may be deemed a resident of New York City due to ownership of a Unit. We therefore strongly advise each person contemplating the purchase of a Unit to consult his own tax advisor as to all such tax matters (including the tax matters discussed in this opinion).

We make no warranty that the Internal Revenue Service, the New York State Department of Taxation and Finance or the Finance Administration of The City of New York will accept any or all of the views stated above. Moreover, the Federal, State and City tax laws and regulations (and the rulings and decisions thereunder) may change and thereby affect, in whole or in part, the views stated above.

IN OUR OPINION, EACH UNIT OWNER WILL BE ENTITLED TO INCOME TAX DEDUCTIONS AS DESCRIBED ABOVE. HOWEVER, THIS OPINION IS NOT A GUARANTEE; IT IS BASED UPON EXISTING RULES OF LAW APPLIED TO THE FACTS AND DOCUMENTS REFERRED TO ABOVE. NO ASSURANCES CAN BE GIVEN THAT THE TAX LAWS UPON WHICH COUNSEL BASE THIS OPINION WILL NOT CHANGE. IN NO EVENT WILL THE SPONSOR, THE SPONSOR'S COUNSEL, THE CONDOMINIUM BOARD, COUNSEL TO THE CONDOMINIUM BOARD, 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 THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, OR THE NEW YORK STATE TAX LAW, AS AMENDED. IN SUCH CASE, THIS LETTER MAY NOT BE RELIED UPON AND SHOULD BE UPDATED TO REFLECT THE THEN-CURRENT LAW AND FACTS.

We consent to the incorporation of this opinion in the Plan.

Very truly yours
N.C. Caller, P.C.

By: 
Carl Caller, Esq.

W. RESERVE FUND

A reserve fund will be established by the Sponsor to provide for major expenses such as replacement of roof windows, etc. The basis of the figure projected for this item must be at least ten percent (10%) of the entire budget and is projected in Schedule B to be \$3,274.94 for the first year of operations, which is ten percent (10%) of the entire budget before the inclusion of this reserve fund.

The Reserve Fund will be funded initially with 10% of the initial common charges collected at closing, and by 10% of the monthly common charges thereafter. With each common charge payment made by unit owners, including Sponsor so long as Sponsor still owns units, 10% of said payment shall be deposited into the Reserve Fund account. Because the Reserve Fund is funded through common charges collected from Unit Owners each month, the Reserve Fund will not be completely funded until after the first year of operations.

At this time, the Sponsor has no knowledge of any capital improvements that may have to be made during the first five years of condominium operation. The Reserve Fund may not be used to reduce projected common charges in the plan. Neither the Department of Law nor any government agency has passed upon the adequacy of the fund.

In the event there is a need for major capital expenditure in excess of the funds available from the reserve fund the Condominium Board will assess a charge to each Unit Owner in accordance with its percentage of common interest or increase the common charges.

X. WORKING CAPITAL FUND

Sponsor, as agent of the Board, will collect from each original purchaser at the time of the Closing an "Initial Capital Payment" equal to two (2) months' estimated common charges for each unit. The Sponsor will deliver the funds so collected to the Board to provide the necessary working capital for the Condominium. The remaining funds may be used for certain prepaid items, organizational costs, and for such other purposes as the Board of Managers may determine and may be replenished as the Board sees fit. While the Sponsor is in control of the Board, the Working Capital Fund shall not be used to reduce estimated Common Charges. Adjustments for prepaid expenses between the Sponsor and the Board of Managers may be deducted only from the working capital fund at closing. NO REPRESENTATION IS MADE THAT THE INITIAL WORKING CAPITAL FUND WILL BE ADEQUATE TO COVER CURRENT OR FUTURE EXPENSES, INCLUDING REPAIRS OR REPLACEMENTS, AND IF ADDITIONAL FUNDS ARE REQUIRED OVER AND ABOVE THE INITIAL CAPITAL FUND, IT MAY BE NECESSARY FOR THE BOARD OF MANAGERS TO INCREASE THE CHARGES. NEITHER THE DEPARTMENT OF LAW NOR ANY OTHER GOVERNMENT AGENCY HAS PASSED UPON THE ADEQUACY OF THE INITIAL WORKING CAPITAL FUND OR THE PHYSICAL CONDITION OF THE BUILDING.

Y. MANAGEMENT AGREEMENT

The Sponsor has entered into a Management Agreement with Division Property Management LTD, located at 110 York Street, 5th Floor, Brooklyn, New York, 11201. Under this agreement, Division Property Management LTD will oversee the day-to-day operations and maintenance of the property, including handling repairs, managing vendor contracts, and ensuring compliance with all applicable regulations. They will also be responsible for financial management, such as collecting payments, preparing budgets, and providing regular financial reports. Additionally, the management company will address tenant communications and disputes, manage legal or regulatory matters, and provide the Sponsor with updates and recommendations regarding the property's performance. The specific terms and conditions of this arrangement are detailed in the signed agreement.

Z. IDENTITY OF PARTIES

1. Sponsor and Selling Agent. Sponsor and Selling Agent is 105 Diamond Street LLC, a New York Limited Liability Company, with an address of 113B SUTTON STREET, BROOKLYN, NY, 11222. The principal of the Sponsor is Arthur Hrebenko who has a business address of 113B Sutton Street Brooklyn NY 11222. He has been a construction supervisor since 2007. Neither Sponsor nor its principal has any felony convictions, injunctions, bankruptcies, or indictments. The Principal has no federal tax liens filed against him. Sponsor has had no prior judgments, and neither Sponsor nor its Principal has judgements that are outstanding. There is no other individual who owns or controls a 10% or more equity interest in Sponsor who has any felony convictions, injunctions, bankruptcies, indictments or judgments. . Sponsor and the Principal are both current in their financial obligations. The principal of the Sponsor does not have any experience in the management of residential properties.
 - A. Prior Offerings.
 - (i) Sponsor. Sponsor has had no prior offerings.
 - (ii) Principal. The principal of the Sponsor Arthur Hrebenko, who has had no prior offerings.
 - (iii) Current Holdings. Neither the Sponsor nor the Sponsor's Principal owns an interest of greater than 10% in any other condominiums or cooperatives.
2. Attorneys. Sponsor is represented by N.C. Caller P.C., 4309 13th Avenue, Brooklyn NY 11219, in connection with this Offering Plan, the recording of the declaration, the closings, and as escrow agent. The Offering Plan was prepared by N.C. Caller, P.C. The Condominium does not have independent legal counsel. IT IS SUGGESTED AND EXPECTED THAT EACH PURCHASER WILL CONSULT WITH AND BE REPRESENTED BY HIS/HER OWN COUNSEL IN CONNECTION WITH THIS OFFERING.
3. Engineer/Architect. Robert Scarano is the architect who prepared the Description of Property and Architect's Certification together with Neville Patel, a licensed Professional Engineer (P.E.), with an address at 68-42 Springfield Blvd, Bayside, NY 11364. Neville Patel has provided an engineer certification as well.

Purchasers are advised that Robert M Scarano can no longer file plans with the NYC Department of Buildings (DOB). In the Enforcement and Violations section of the DOB website, it is posted that "Scarano Robert RA #017739 has a Revocation of DOB Filing Privileges. The revocation was effective as of March 3, 2010. Therefore, it is a Special Risk to purchase units in the building without exercising due diligence in making sure that the premises is reviewed by a licensed professional for property space distribution.

Neville Patel, of Neville Engineering Group, 68-42 Springfield Blvd, Oakland Gardens, Queens, NY 1136, a licensed professional engineer (P.E.) for over thirty years is an independent contractor for Mr. Scarano's architecture firm. In addition to the preparation of the Description of the Property with Mr. Scarano, Mr. Patel has prepared, signed and sealed the floor plans and filed the plans with the Department of Buildings. See Section Z, "Identity of the Parties, for more information.

The Department of Building's action was based on a Report and Recommendation dated March 1, 2010 by Administrative Law Judge Joan R. Salzman, who was designated to conduct a hearing on charges and specifications that were served upon Mr. Scarano in May 2008, October 2008 and February 2009. Hearings were held in April and May 2009 before Judge Salzman. The Commissioner of the Department of Buildings, Robert D. LiMandri adopted Judge Salzman's Report and Recommendation in its entirety, including her findings of fact and penalty recommendation and found Mr. Scarano in violation of the provisions of law cited in the Report and Recommendation.

In the report, Judge Salzman found that Mr. Scarano made false statements in documents filed with the NYC Department of Buildings in violation of Administrative Code Section 28-211.12., and recommended that Commissioner Robert D. LiMandri refuse to accept any documents signed by Mr. Scarano and submitted to the DOB that he be excluded from DOB programs for limited supervisory check and/or professional certification of applications.

The report made note to specific applications, stating that in his application for 145 Snediker Avenue, Brooklyn, NY, Mr. Scarano "submitted photographs to the Department with the intent to deceive, that his submission of a survey was similarly done with fraudulent intent, and that [he] 'intended to obtain DOB approval by filing these false documents.'" In regard to his filings for 158 Freeman Street and 1037 Manhattan Avenue, Brooklyn, NY, the report stated he "knowingly made false and/or misleading statements to the Department concerning: the lot size; zoning floor area; a community facility use that neither existed nor was actually planned for this property...and [that you misrepresented] in writing to a senior officer of the Department that all audit objections to [your] plans has been answered and the plans were ready to be 'audit accepted,' knowing that this statement was untrue; all for purposes of building bigger structures than were permitted by the Zoning Resolution, without the necessary parking, and in violation of the longstanding and clear size, bulk, population density, parking and open space requirement in New York City zoning regulations designed to ensure the appropriate use of residential space in urban neighborhoods so that the character of neighborhoods is preserved and protected from encroachments on legal uses."

During the Department's investigation of 32 of Mr. Scarano's projects, Mr. Scarano agreed to voluntarily surrender his self certification privileges for all future projects and instead each project would be reviewed by a panel from the Department of Buildings in order to prevent any questions of professional interpretations of zoning. Of the 32 projects that were under review, all were subsequently accepted and Certificate of Occupancies were issued for all such projects.

In 2013, Mr. Scarano agreed to a voluntary suspension of his license with the New York State Office of the Professionals. He was not issued a fine or probation. His license was reinstated the following year and has been in good standing since.

Mr. Scarano has retained attorneys who will be handling his appeal to have his bar lifted. As of the date of this Offering plan, an appeal has not been filed.

4. Management Company. The property will be managed by Division Property Management Ltd., located at 110 York Street 5th Street Brooklyn NY 11201, for the first year of condominium operations, as per the management agreement. Division Property Management

Ltd. is an established management company with prior experience in managing properties of similar size and condition. Neither the management company nor its principals have had any prior felony convictions or prior convictions, injunctions, or judgments that may be material to the offering plan or an offering of securities generally. The management agreement may not be canceled while the Sponsor is in control of the Board. Funds have been budgeted to reimburse and indemnify the managing agent for any expenses or liabilities incurred in connection with the performance of its duties under the agreement.

5. Relationship: Robert M. Scarano R.A., is the architect who was hired to prepare the Description of the Property. Neville Patel, of Neville Engineering Group, 68-42 Springfield Blvd, Oakland Gardens, Queens, NY 1136, is a licensed professional engineer (P.E.) for over thirty years and is an independent contractor for Mr. Scarano's architecture firm. In addition to preparing the Description of the Property with Mr. Scarano, Mr. Patel also prepared, signed and sealed the floor plans and filed the plans with the Department of Buildings. A former client of Mr. Scarano's recommended the Sponsor to him. The Sponsor and its Principal maintain only professional relationships with both Mr. Scarano and Mr. Patel. Mr. Patel has provided an engineer certification as well.

AA. REPORTS TO UNIT OWNERS

It is the obligation of the Board of Managers provide to the units owners on an annual basis the following documentation: (a) A financial statement of the condominium prepared by a certified public accountant or public accountant within four (4) months of the end of the fiscal year as per Article 5 of the bylaws; such statement shall be certified during the Initial Control Period; (b) Prior notice of the annual unit owners' meeting; and (c) A copy of the proposed annual budget of the condominium by ten (10) days prior to the date set for adoption thereof by the board of managers, which budget shall be certified during the Initial Control Period in compliance with section 20.4(d) of 13 NYCRR. All Unit Owners will receive copies of an annual report of the Condominium including a balance sheet and profit and loss statement certified by a certified public accountant (as long as Sponsor is in control of the Board), and a statement regarding any taxable income attributable to the Unit Owners and a notice of the holding of the Annual Unit Owners' meeting.

AB. DOCUMENTS ON FILE

1. Offering Plan and Exhibits. Pursuant to the provisions of Section 352-e of the New York General Business Law, copies of the Plan and all exhibits and documents referred to herein shall be available for inspection without charge by prospective purchasers and by any person who shall have purchased a Unit offered under the Plan or shall have participated in the offering of such Unit, at the office of Sponsor's attorney during convenient weekday hours and shall remain available for such inspection for a period of six (6) years from the First Closing. There will be a charge of forty cents (\$0.40) per page for copying any documents. The Plan and all other exhibits and documents referred to herein shall also be available for inspection and copying by appointment (at a current charge of \$0.25 per page) at the Department of Law, 28 Liberty Street, New York, NY 10005. In addition, a set of the floor plans showing the layout, locations, and approximate dimensions of each Unit and its unit number designation and tax lot number, certified by the appropriate governmental authority of The City of New York as conforming to the official tax lot number for each such Unit, will be filed with the Register's Office when the Declaration is recorded, and an additional set will be furnished to the Board.
2. Recorded Documents. The Declaration and the By-Laws will be recorded in the Register's Office prior to or concurrently with the First Closing and a copy of same will be provided to the Board of Managers. All deeds conveying, and all mortgages covering, individual Units will also be recorded in such office.

AC. GENERAL

1. No Claims. There are no lawsuits, administrative proceedings, or other proceedings the outcome of which may materially affect this offering, the purchasers of Units, the Property, Sponsor's capacity to perform all of their obligations under the Plan, the Condominium, or the operation thereof, except as may be further herein expressly set forth.
2. No Prior Public Offerings. This property has not been the subject of any prior public offerings. No contracts or agreements have been entered into and no deposits or advances of funds accepted as of the date the plan is accepted for filing.
3. No Occupants. None of the units in the building which is the subject of this offering plan are occupied by residential or commercial tenants as of the date of submission of the plan to the Department of Law.
4. No Discrimination. In accordance with the provisions of the laws of the State and City of New York, neither Sponsor nor any selling agent engaged by Sponsor will discriminate against any person because of sex, sexual orientation, race, creed, color, national origin, ancestry, or other ground prescribed by law in the sale of the Units offered by the Sponsor pursuant to the Plan or in the leasing of any such Units or any other portion of the Building.
5. Purchasers Right of Rescission. Purchasers have a right to rescind purchase agreements following material adverse amendments. The purchaser shall have a right to rescind by sending written notice to the Sponsor not less than fifteen (15) days after being presented by the sponsor with a copy of the amendment. Sponsor will return any deposit or down payment to purchasers who rescind within ten (10) days of the receipt of written notice of rescission. No deposit or down payment shall be returned to interim lessees prior to their vacating of the apartment. See Section "Interim Leases".
6. Sponsor's Right to Revise the Offer. Sponsor reserves the right to revise, from time to time, the terms and conditions upon which the Units are to be sold and to otherwise revise the Plan, including revisions affecting the rights, obligations, and liabilities of Sponsor, purchasers, or prospective purchasers, without obtaining the consent of purchasers or others. However, Sponsor may neither unilaterally cancel an outstanding Purchase Agreement, except as therein provided (such as in the case of an uncured default), nor unilaterally change the purchase price, the payment terms or change the material terms contained in such a Purchase Agreement. All substantive or material revisions will be contained in a duly filed amendment to the Plan. In the case of a material revision adversely affecting the rights, obligations or liabilities of then existing purchasers or reducing the undertakings or obligations of Sponsor, such purchasers will be given the right to rescind their Purchase Agreements and be refunded all monies paid thereunder, with interest earned thereon, if any. (See paragraph 5 for the terms of rescission.) Unless an affected purchaser consents, no material change will be made in unit size, layout or percentage of common interest if a purchase agreement has been executed and delivered to Sponsor for that Unit. 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.
7. No Omissions or Misstatements. This Plan does not knowingly omit any material fact or knowingly contain any untrue statement of a material fact. This Plan does not contain a full summary of all the

provisions of the various documents referred to herein. Statements made as to the provisions of such documents are qualified in all respects by the contents of such documents and, in the case of any such documents executed by or with the written consent of a purchaser pursuant to the Plan, any rider or separate agreement changing or adding provisions to such document.

8. General. The Plan is offered only to persons eighteen (18) years of age or over and entities. Unless the context otherwise requires, words used in the singular in Part I of the Plan include the plural and vice versa, and a reference herein to any one gender, masculine, feminine, or neuter, includes the other two. No person has been authorized to make any statement or representation or furnish any information not expressly contained herein. Any information, data, or representations not contained herein or in the documents and exhibits referred to herein must not be relied upon. This Plan may not be changed or modified orally.

AD. SPONSOR'S STATEMENT OF BUILDING'S CONDITION

Sponsor adopts the "Description of Property and Building Condition" set forth in Part II of the Plan and represents that it has no knowledge of any material defects or need for major repairs to the property as set forth in the Description of Property and Building Condition. The number and usage of the units shall be identical to the number and usage of the units as approved by the Building Department.

Sponsor:
105 Diamond Street LLC
113B SUTTON STREET,
BROOKLYN, NY, 11222

Part II

Document 1:

Description of Property and Specifications

DESCRIPTION OF PROPERTY AND SPECIFICATIONS
105 Diamond Street, Brooklyn, New York 11222

§ 20.7(a) Location and Use of Property:

1. Address: 105 Diamond Street, Brooklyn, NY 11222
2. Block/Lot Number: Block: 2651, Lot: 17
3. Zoning: R6B
Zoning Map: 13A
4. Permissible Uses: Use Group 2, as per New York City Zoning Resolution, which permits Residential Use. The proposed use will comply with all Zoning and Use Requirements.

5. Quality Housing Compliance:

The proposed building is designed under the Quality Housing Program, consistent with Zoning Regulations for the applicable District. However, since the building contains fewer than 9 dwelling units, certain Quality Housing Requirements are not applicable, including:

- a) Recreation space
- b) Indoor refuse storage room
- c) Off-street parking

These waivers are consistent with the Zoning Resolution and DOB Guidelines, which provide modified standards for small-scale residential developments under the Quality Housing Program framework.

§ 20.7(b) Status of Construction:

- (1) Year Built: The new structure consists of foundation walls connected with concrete slab supported by concrete footings. New construction began in or about May 2024

and the date of substantial completion is projected to occur in or/about March 2026.

- (2) **Class of Construction:** The Building is Construction Class IB Fireproof and will conform to all applicable regulations of the 2022 Building Code of the City of New York ("Building Code"). Class IB Fireproof construction includes all Buildings and spaces in which bearing walls and other major structural elements are two-hour fire resistance rated.
- (3) **Certificate of Occupancy:** The Certificate of Occupancy will be issued in or about March 2026. After completion of construction, the Sponsor will apply for a Certificate of Occupancy for the Building from the Department of Buildings of the City of New York ("Department of Buildings"). Sponsor will obtain a Temporary Certificate of Occupancy ("TCO") for each Residential Unit as necessary prior to its closing.
- (i) **List of relevant DOB job file numbers**

Modified date	DOB#	Description	Status
04/19/24	340890129	Proposed filing of builders paving plan with 25 lin. Ft. of frontage	Permitted
09/17/24	B00881226-I1	Full Demolition of existing structure at rear yard	Permitted
01/28/25	B00895729-I1	Installation of temporary construction fences	Permitted
02/06/25	B00881524-I1	New building	Permitted
02/06/25	B00881524-S1	Structural subsequent filing in conjunction with NB#B00881524-I1	Permitted
02/06/25	B00881524-S2	Foundation/support of excavation subsequent filing in conjunction with NB#B00881524-I1	Permitted
02/28/25	B00881524-S3	Plumbing subsequent filing in conjunction with NB#B00881524-I1	Permitted
01/13/25	B00881524-S4	Mechanical subsequent filing in conjunction with NB#B00881524-I1	Approved
12/30/24	B00881524-S5	Sprinkler subsequent filing in conjunction with NB#B00881524-I1	Approved
02/03/25	B00881524-S6	OSP subsequent filing in conjunction with NB#B00881524-I1. Plumbing installation from building to street main.	Approved
02/21/2025	322118418	Proposed Condo Subdivision of existing tax lot 17 into four (4) condo tax lots; NKA lots 1201 - 1204.	Completed

§ 20.7(c) Site:

- (1) Size: The West and East side of the Property is 100'-0 wide. The North and South sides of the Property are 25'-0" long. The lot is **2,500** square feet.
- (2) Number of Buildings and use: There will be one 4-story, cellar residential Building containing 4 Residential Units.
- (3) Streets owned or maintained by the project: none.
- (4) Streets, drives, sidewalks and ramps: The street adjacent to the site, Diamond Street, is paved with asphalt topping and is owned and maintained by the City of New York.
 - (i) Paving: The existing concrete sidewalk directly in front of the Building on Diamond Street is in fair condition, constructed of concrete, and is specified to be replaced in its entirety by Sponsor with a newly poured concrete sidewalk. The new concrete sidewalk will be poured to match the existing slope and grade of the existing sidewalk. The sidewalk will be maintained by the Condominium. The sidewalk providing access to the Building will be free of tripping hazard and ponding. The sidewalk will be ADA compliant,
 - (ii) Curbing: All curbing is specified to be replaced in its entirety by Sponsor with new concrete faced curbing along the new sidewalk. The new curb will match the adjacent curb. The curb will meet the Building Code and DOT standards.
 - (iii) Catch basins, drainage: The catch basins are provided by the City of New York. Catch basins are located at the corners of the block at the intersection of Diamond Street and Norman Avenue.
 - (iv) Street lighting: The street lighting is provided by the City of New York and is in good working condition. Existing street lighting is located in front of the building. Streetlights are the property of, and will be maintained by, the City of New York Department of Transportation.
 - (v) All the items above are in conformity with local fire district, New York City and municipal codes

§ 20.7(d) Utilities:

- (1) Electrical Service: Consolidated Edison Company of New York ("Con Ed") will provide the electric service. Each residential unit will be individually metered by Con Ed direct metering and unit owners will be billed for such usage by and pay directly to Con Ed. The common Building areas, including power and lighting are metered separately, and charges associated therewith will be paid by the residential unit owners as part of their common charges. All metering equipment is located in the cellar of the Building in main electrical service room.
- (2) Water/Sewer: The Building will be provided with one (1) 2" combined domestic & fire water service from Diamond Street. All water services are to be provided with backflow prevention devices in accordance with New York City Department of Environmental Protection requirements. A 6" combined storm and sanitary house sewer connecting to the New York City Public Sewer System will be provided from Diamond Street. The cost of water and sewer will be borne by all the residential unit owners as part of their common charges.
- (3) Telephone: Telephone service will be provided by Verizon and/ or other regulated company. Each residential unit owner will arrange for service by such vendor and be responsible for paying the telephone charges associated with the unit. The telephone and broadband charges with respect to the public areas of the building will be borne by all the residential unit owners as a common expense.
- (4) Cable Television: Cable television service will be provided by either Time Warner Cable or Verizon FiOS and each unit owner will arrange and pay for the installation, activation and monthly service charges associated with such service
- (5) Data Transmission: All residential units have been pre-wired for "high-speed internet access." Each residential unit owner will arrange and pay for the service charges associated with its residential unit.

§ 20.7 (e) Sub-soil conditions:

As set forth in the Soil Investigation Report dated May 10, 2023, by Soil Mechanics Drilling Corp. the sub-soil conditions may be summarized as follows:

Based on the results of test borings, the subsurface conditions underneath the site generally consist of uncontrolled fill brown silty sand, gravel and clay down to the level of 13' from the grade level; brown medium fine sand, gravel, silt and coarse sand down from 13' to 29'; silty sand, clay and gravel all the way down from 29' to the end of boring (50'). The top of fill ash and debris is estimated to be approximately 2' below the sidewalk, corresponding to approximately el. +11.60 feet (NAVD 88).

The subsurface soil beneath the Site exhibited no field evidence of solvent or petroleum contamination (i.e. staining, odors), no concentrations of volatile or semi volatile organic compounds. Groundwater was observed at 9 feet below the sidewalk during the subsurface investigation.

Results of the soil sampling indicate that the previous use of the site has not caused any significant adverse impact to the subsurface soil conditions that warrant further action.

The recommended seismic site classification is Site Class "D". Therefore, in accordance with the Building Code, the risk category per structural drawing is II hence the seismic design category is B. Earthquake induced soil liquefaction is not a concern at this site.

The Property is not located in the flood hazard zone.

§ 20.7(f) Landscaping and enclosures:

1. Grass cover: Rear yard to be partially covered with grass, part of concrete pavers and part of Trex boards for the basement apartment access.
2. Planting Areas: None
3. Street Trees: One (1) proposed street tree
4. Fencing: A 6'-0" tall PVC fence will be installed around the perimeter of the rear yard. Additionally, a 6'-0" tall PVC fence will separate the rear yards for Unit 1 and 2.

- | | |
|------------------------------------|------|
| 5. Gates: | None |
| 6. Garden walls: | None |
| 7. Retaining walls: | None |
| 8. Display pools and
Fountains: | None |

§ 20.7(g) Building size:

1. Total height: The approximate total feet from ground level to highest part of roof is 50'.
2. Crawl spaces: None
3. Number of sub-cellars and cellars: One cellar
4. Number of floors: There are 4 above-grade floors and a below-grade cellar, a roof and bulkhead. The First above grade Floor is a basement and will contain one residential unit with the cellar recreation space access and rear yard. Floor 1 through Floor 3 will feature full floor residential units with terrace and rear yard access from the 1st floor unit. The cellar will contain 4 storage, utility and meter rooms.
5. Equipment rooms: There are equipment rooms for pumps, meters, gas, electric and hot water heaters in the cellar.
6. Parapet: Height from the top of the roof to the top of the parapet coping at all terraces and roof terraces will be a minimum of 3'-6" at all facades as required by the Building Code.

§ 20.7(h) Structural System:

- (1) Foundations: The foundations consist of 20" reinforced concrete footing/ slab foundations under the entire building at the cellar level bearing on the soil with an allowable capacity of 3,000 PSF per geotechnical report. Waterproofing membrane to be installed below the entire slab together with the Krystol Water stop System for foundations. There will be a 4'-5 1/2" wide slopped foundation (1:1 ratio) located on the east side of the building along the neighboring building foundation to avoid underpinning of the neighbor building on the east side. For the neighboring building on the west side, underpinning is not provided/required since it is 11.4' from the property line.
- (2) The foundation walls around the cellar will be 12 inches in thickness of reinforced

concrete. Evaluation of sub-grade will be made by the geotechnical engineer for controlled inspections prior to the footings being placed. Prior to the placement of reinforced steel, the footing sub-grades should be thoroughly cleaned of loose soil and rock fragments, mud, debris and all other deleterious material. Slab on grade is 20 inches thick with waterproofing membrane and 2 inches of rigid insulation (R10) at the foundation perimeter on 6 inches of gravel. Any temporary excavation bracing will be designed by the contractor's engineer.

- (3) **Structural System:** Structural basement floor level consists of new 1/2" glue down engineering wood floor finishes or tile finishes (as per architecture drawings) with an acoustic mat under the floor finish, over a 4 1/2" concrete slab on metal deck supported by W8 size beams and 7/8" furring channel with a 5/8" gypsum board ceiling finish with an acoustical sealant at the floor and ceiling. On the floors above (first, second and third), the typical structural floor consists on 1/2" glue down engineering wood floor finishes or tile finishes (as per architecture drawings) with an acoustic mat under the floor finish, over a 4 1/2" concrete slab on metal deck supported by W12 (beam size) filled with 8" of Fiberglass insulation (R-15) and 7/8" furring channel with 5/8" gypsum board ceiling finish for the floor below with an acoustical sealant at the floor and ceiling supported by 8" CMU reinforced exterior walls at 3 sides and stud with brick front wall. For the roof structural assembly consists of 2" pavers (exterior finish) on 2" pedestals, with 6" of rigid insulation (R-30) over 3/4" cement board on a 4 1/2" concrete on metal deck over 12" structural beams filled with 8" of Fiberglass insulation (R-15), there is a 7/8" furring channel with 5/8" gypsum board ceiling finish with an acoustical sealant at the floor and ceiling.

- (i) **Exterior Walls:** Cellar 12" concrete walls will be provided with 2" Rigid Insulation with Waterproofing Membrane on the exterior side and 1 1/2" Furring channel with 5/8" Gypsum board on the interior side of the wall (R-10). Above east, west and south concrete cellar walls up to the bulkhead, the walls are comprised of 8" reinforced CMU, with 1 1/2" Furring channel with 5/8" Gypsum board on the interior side and 2" rigid insulation with Stucco finish at exterior (R-10) 3 hrs. fire rated. Above north

concrete cellar wall up to the roof, the wall is comprised of 6" stud, rigid insulation and brick (R-25) 1hr. fire rated. Bulkhead exterior walls facing rooftop terrace are 6" stud walls with fiberglass insulation and rigid insulation with stucco finish at exterior and 1/2" Furring channel with 5/8" Gypsum board on the interior side (R-25) 2 hrs. fire rated. All Walls are insulated as required by the New York State Energy Code. Typical interior walls are to be comprised of 3-5/8" metal stud filled with 3 1/2" Sound Batt with 5/8" gypsum board on either side. For all two hour rated walls (2) layers of 5/8" gypsum board will be on one side and (1) layer of 5/8" gypsum board impact rated and (1) layer of 5/8" Gypsum Board Type X on the other side of a metal stud. There will be acoustic mat under floor finish and an acoustical sealant at the floor and ceiling. Batt insulation is unfaced, glass-fiber blanket insulation meeting ASTM 665, Type III, Class A, flame spread index of 25 or less Category 1. Sound transmission class (STC) and impact insulation class (IIC) ratings to be minimum 55. The building is not greater than six stories in height and will not require mandatory 5-year Local Law 10 and Local Law 11 inspections.

- (ii) Curtain walls: None.
- (iii) Windows are manufactured by Aliplast, Superial 800 system with triple glass filled with low-E ESG/18AR+CR/4mm/18AR+CR and warm edge spacers. Silicone sealant will be used at all windows edges. Windows on all floors will be painted by bicolor traffic white and to be a mix of partially fixed and partially operable panels with triple glazing. Windows Solar heat gain coefficient (SHGC) is 0.22, U-factor 0.28 (BTU/hr.ft²*F) with Air leakage 0.2 (CFM/SF). The windows warranty is five (5) years, provided by Window Fabricator. All facades have casement sills and steel lintels. The windows have screens and restrictors to meet the Building Code
- (iv) Lot Line Windows: Not Applicable
- (v) Landmark status: Not Applicable
- (4) Parapets and copings: On all four sides of the building, parapet walls at roof level are 3'-8" high above roof finish, 8" reinforced CMU (R-10) and covered with Aluminum

parapet cap.

- (5) Flues and caps: There are two (2) galvanized metal ducts discharging on the roof level for kitchen and bathroom exhaust and three (3) for the dryers.
- (6) Balconies and terraces.

Unit 1 will have one private yard at grade at the building rear; Unit 2 will have a terrace with access to the private yard at the building rear. Unit 3 will have 1 balcony at the front of the building and Unit 4 will have a terrace at the 3rd level. The building also includes a public recreational roof terrace located on the main roof. 3rd floor private roof terrace and main roof public terrace will be of concrete pavers on pedestals on top of 6" rigid insulation (R-30) with waterproofing membrane. Access from a setback roof terrace on the 3rd floor to the main roof it is not required by code via a ladder, unless

- 1. The roof terrace is part of the required means of egress, or
- 2. There is a mechanical, maintenance, or code-defined operational requirement that mandates access to the fourth floor from that location.

Access to the main public roof for all apartments, to be through the main public stairs. Rooftop access is designed in compliance with the 2014 NYC Fire Code. A clear path of not less than 6 ft. wide is provided for FDNY personnel from the front to the building to the rear. All gates and doors to the egress path and to the egress stairs will be equipped with magnetic lock release connected to the fire alarm.

- (i) Deck Finish: Deck at 1st floor to be made of noncombustible Trex deck supported by diagonal braces on the sides and post in the middle for support. The balcony on the 2nd floor will have a polished concrete finish floor.
- (ii) Balustrade: None
- (iii) Railings: Metal railing at front balcony and rear terrace of the building to be 3'-8" above balcony or terrace finish. The railings will have a vertical configuration and will be made of wrought iron, galvanized, heavy duty exterior paint finish.
- (iv) Copings: Aluminum
- (v) Soffits: Soffit to be provided under front balcony. There will be 2" of continuous rigid insulation (R10) with stucco finish.

- (vi) Doors to balconies and terraces: All doors are aluminum doors manufactured by Aliplast, with triple glass filled with low-E ESG/18AR+CR/4mm/18AR+CR and warm edge spacers. Doors on the 1st – 4th levels to the terraces and balcony facing the rear yard and on the façade are manufactured by Aliplast. The door warranty is five (5) years, provided by the door fabricator.

(7) Exterior entrances.

- (i) Exterior doors and frames: There is one primary entrance to the residential lobby at the 2nd level accessible from the street by the stairs. All doors are aluminum doors manufactured by Cortizo, system Millennium70. Double glazed with exterior Low-e coating, Argon cavity gas and warm edge spacers divided with solid aluminum panel. The door warranty is five (5) years, provided by door fabricator Node Systems and Assemblies or equal and provided with locking hardware with auto release.
- (ii) Vestibule doors and frames: Vestibule door from the public stairs to be provided at the 2nd level with the 1 1/2hr. fire rated metal door.
- (iii) Exterior Stairs: There are 3 exterior stairs.
 - a. One (1) from the street to the main building entrance for the 1st-4th level apartments. The stairs are made of metal pan filled with concrete and stone topping.
 - b. One (1) exterior stair at the building rear from the 1st level apartment to the private yard. The stairs are made of metal diamond plate open.
 - c. One (1) exterior stair at the building rear from the basement/cellar level apartment to the private yard made of metal diamond plate covered.
- (iv) Railings: Metal railing to be provided around all stairs, balcony and terraces. Railings will be made of wrought iron galvanized with powder coater painting finish in a vertical configuration
- (v) Mailboxes: Mailboxes are located in the vestibule on 1st floor. Mailboxes will be front loading aluminum, and U.S. Government approved. Mailboxes are to be recessed into the wall and meet with the Building Code and ADA codes and are manufactured by auth or equal.

- (vi) Lighting: Lighting will be provided in the lobby and public corridors. Exterior lighting will be provided in the front and rear of the building. Lighting will be adequate and the Building Code compliant.
- (8) Cellar entrances: Separate enclosed exterior metal diamond plate covered stairs from the street for cellar access with the outdoor door located under the building main exterior metal filled with concrete and stone topping stairs. There will be a 1 1/2" metal handrail on the right side of the stairs to be at 38 inches above the stair nosing. The door will be an aluminum door with the glass window.

(9) Roof and roof structures:

(i) Structures of the roof:

Roof will be of concrete pavers on pedestals on top of 6" rigid insulation (R-30) with waterproofing membrane, cement board, concrete slab on metal deck, structural beams filled with 8" of fiberglass insulation of R-15 (R-45 total for the roof).

This residential building comprises four (4) units across four (4) stories. Due to site and design constraints, the building does not include an elevator, and vertical access to the rooftop terrace is not feasible. As such, the common rooftop terrace is not accessible to people with mobility impairments.

To ensure compliance with the Fair Housing Act (FHA), applicable New York City Building Code accessibility provisions, and general principles of equivalent facilitation, the design of the building incorporates a functionally equivalent outdoor amenity for the accessible ground-floor dwelling unit.

Specifically:

- The first-floor ADA-compliant unit is provided with an exclusive-use, substantially sized private rear yard.
- This private yard is fully accessible, featuring:

- Level entry from the unit interior,
- An accessible threshold,
- Paved or stable, firm, and slip-resistant surfaces,
- Ample space for seating, dining, and recreation.
- The yard provides superior ease of access, privacy, and outdoor usability compared to the rooftop terrace.

Accordingly, this arrangement satisfies the intent of the accessibility requirements by ensuring that the resident of the accessible unit receives equal or greater benefit and usability in terms of outdoor amenity space, even in the absence of direct rooftop access.

This approach has been reviewed in the context of applicable local and federal accessibility guidelines and is offered as a compliant and practical solution for this 4-unit residential building without elevator service.

Bulkhead roof will be bitumen applied on the exterior finish on top of 6" rigid insulation (R-30) with waterproofing membrane, cement board, concrete deck, structural beams filled with 8" of fiberglass insulation of R-15 (R-45 total for the roof bulkhead).

Typical of roofs for all areas:

- (a) Material: Sarnafil by Sika
- (b) Insulation: Insulation will be as per roofing manufacturer's recommendations with R value as required to meet the New York State Energy Codes, minimum R-30 continuous above the deck.
- (c) Surface finish: Concrete plaza-deck paver of building roof and bitumen applied on stair bulkhead.
- (d) Bond or guarantee: Roof guarantee to be 15-year manufacturer's warranty commences upon the manufacturer's inspection after substantial completion. This warranty includes materials and labor.
- (e) Flashing materials including counter flashing: Aluminum.

- (ii) Drains:
 - (a) Location, material and type: Multiple controlled flow roof drains will be connected to multiple leaders extended from the roof to the cellar and collect together and discharge into the street as combined storm/sanitary 6" house sewer. The piping material will be cast iron, and the drains will be made of stainless steel with stainless steel cover. The basement floor rear yard (2) two-yard drains and cellar area drain to be connected to the 12'x6'x3'-6" (WxDxH) detention tank located at the rear yard. All other floors with terraces are provided with 3" area drains which go to 4" storm leaders and connected to the combined sewer. (2) Two areas drain at the cellar floor, 1 for the cellar access stair at building front and 2 for the apartment cellar access at the building rear, to be provided with the sump pump for the water discharge into the house sewer. The main roof is provided with two (2) - 4" roof drains and two (2) - 4" overflow roof drains. Drainage of bulkhead roofs is by (1) 4" x 4" Scuppers to the Main Roof. Scuppers and screens will be made of stainless steel.
 - (b) Gutters and leaders: One (1) leader, collecting water from stair bulkhead roof, leading water to the main roof terrace level.
- (iii) Skylights: None.
- (iv) Bulkheads: Stairs Bulkhead
- (v) Metal work at roof levels:
 - Exterior, metal stairs: None
 - (A) Vertical ladders, including gooseneck: Ladder, leading to the stair bulkhead
roof for the condenser units' access to be provided.
 - (B) Railings: None
 - (C) Hatches to roof: None
- (vi) Rooftop facilities: The rooftop will serve as a public passive recreational space with a maximum of 35 people occupancy. The green roof system and/or solar

panel system requirements are waived pursuant to BB-2019-010 (C)(5) for the Public Passive Roof Recreation Space.

(10) Fire escapes: None

(11) Yard and courts: There will be a rear yard used for 2 private yards-(1) One for the basement/cellar unit and (1) one for the 1st floor unit. Front yard for the cellar access stair, upper units access stair and grade level apartment access with ramp as per ADA requirements are provided.

- i. Paving: Concrete paved at front. Grass area to be provided at rear yard; this area will include a combination of soft landscaping (grass) and concrete pavers and part of Trex boards for apartment access.
- ii. Drainage: Area drains to be provided at rear and front yard. Area drains to be connected to a Detention tank. The area drains will be premade iron drain body with galvanized iron cover.
- iii. Railings: Galvanized Metal
- iv. Stairs: There will be three (3) exterior stairs: two (2) located at the rear yard and one (1) at the front of the building. There are two stairs from grade level to the 1st floor, one of them is in the rear yard from the 1st floor to rear yard and the remaining is the main building entrances from 1st floor to upper levels. The additional is at the rear yard and provides access from the rear yard to cellar level.
- v. Fencing: Around the perimeter of the rear yard will be 6'-0" tall PVC fence. There will be 6'-0" tall PVC fence to separate the two LCE rear yard.
- vi. Walls: None

(12) Interior stairs:

- (i) Number of stairs of each type: There are 2 interior stairs.
 - a. There is one (1) core stairway made of metal pan filled with concrete in the building, containing a U-turn stair with landing.
 - b. Unit 1 will include one (1) interior U-turn stair with a landing, constructed of metal tubing frame with wood treads, connecting the cellar to the basement level to provide internal access within the apartment.

- (ii) The core stairs will be enclosed with a min. 2-hour-rated walls construction. The enclosure will be assembled two (2) layers of 5/8" type "X" gypsum wall board (GWB) on 3 1/2" metal stud filled with 2 1/2" sound attenuation blanket insulation over one (1) layer of 5/8" Quiterock QR27 over one (1) layer of 5/8" type "X" gypsum wall board (GWB).
 - (iii) Stair construction: Concrete filled metal pan for the interior public egress stair and wood for the interior apartment use.
 - (iv) Stringers: Steel or wood
 - (v) Treads: Concrete or wood
 - (vi) Risers: Steel or wood
 - (vii) Guard rails: Code compliant steel handrails will be provided.
 - (viii) Balustrade: None
- (13) Interior doors and frames:
- (i) Unit entrance and interior doors and frames: Entrance doors and frames will be solid ALU self-closing, 1-1/2-hour fire-rated, smoke and draft controlled, as per UL 1784, PEMKO s88 or other approved equal. Interior doors will be wood doors and frames.
 - (ii) Corridor doors and frames: Hollow metal or kalamein door self-closing w 1-1/2-hour fire-rated. Fire rated hollow metal frame.
 - (iii) Fire stair doors and frames: Hollow metal or kalamein self-closing 1-1/2-hour fire-rated. Fire rated hollow metal frame. Unit entrance doors to be considered fire stair doors.
- No intervening public hall shall be required where the doors opening to the units are smoke and draft controlled doors complying with UL1784 without artificial bottom seals and the building is equipped throughout with an automatic sprinkler system.
- (iv) Roof doors, basement doors and frames: Hollow metal self-closing 1-1/2-hour fire-rated where a rating is required by the Building Code.
- (14) Elevator: None

§ 20.7(i) Auxiliary Features:

- 1) **Laundry rooms:** There is no common laundry room in the building. Each residential unit will be provided with one (1) stacked washer and gas dryer machine. Each dryer to be provided with 6" capped dryer exhaust terminating at the roof. Laundry closet doors in each apartment to be provided with upper and lower louvers (each with minimum 60 square inches of free area) to allow air circulation between the closet and the adjacent conditioned room for the proper area ventilation.
- 2) **Refuse disposal:** There will be interior storage of refuse and recycling within the enclosed cellar stair space at the street level facing the stair entrance. Unit's owners bring both their trash and recycling to the curb on pick up day.
 - (i) Incinerator(s): None
 - (ii) Compactor & Chute: None.
 - (iii) Approvals by authority having jurisdiction: None
 - (iv) Pick-up schedule: The pick-up is by the New York City Department of Sanitation twice a week with one of the days for recyclables as well as trash.
- 3) **Residential Storage:** There are three (3) auxiliary storages on the cellar floor of the building, which are each limited to common elements appurtenant to specific residential units, as indicated on the floor plans. The wall assembly facing the public corridor is a 2hrs fire rated assembly: two (2) layers of 5/8" type "X" gypsum wall board (GWB) on 3 1/2" metal stud filled with 2 1/2" sound attenuation blanket insulation over one (1) layer of 5/8" Quiterock QR27 over one (1) layer of 5/8" type "X" GWB. The wall between the storages will be assembled one (1) layer of 5/8" GWB on 2 1/2" metal stud filled with 2 1/2" sound attenuation blanket insulation over one (1) layer of 5/8" type "X" GWB. Each storage will have a roll-up gate metal door.
- 4) **Bicycle storage:** None

§ 20.7(j) Plumbing and Drainage:

- 1) Water supply: The one (1) 2-inch combined domestic/fire water service from Diamond Street will supply the building. The main shut-off valves are located at the curb in front of the building with an indoor shutoff valve located in the cellar meter room at the point of entry to the building. Domestic hot water is generated by a gas type tankless water heater by Navien model NPE-210 located in cellar mechanical room. Each heater will have a capacity of generating 10.1 gph of hot water based on a 35°F temperature rise 180000BTU/H.

All domestic hot water and cold water will be Type 'L' hard temper copper piping. All domestic water will be insulated.

- 2) Fire protection system: The Building will be provided with one (1) 2" combined domestic/fire service from Diamond Street. The sprinkler service will be a full 2" line. The base height of the Building is less than 60 ft precluding any requirement for a standpipe. The general sprinkler risers will be located within the water meter room and egress stairway respectively. The sprinkler system is a wet system connected to a 2" combined water service. All heads have a temperature rating of 155 degrees F. Heads in areas without finished ceilings shall be quick response upright heads. Where finished ceilings are installed, the heads shall be concealed type. The sprinkler distribution on each floor will be provided by the risers. There are a few areas that will not be provided with sprinkler heads. These areas are described as follows:
 - (i) In Unit 1, the closets in the Living room and Bedroom #2 will not be provided with sprinkler heads.
 - (ii) In Unit 2, the hallway closet will not have a sprinkler head.
 - (iii) In Unit 3, the closets in the Living room and Bedroom #1 will not have sprinkler heads; additionally, Bathroom #2 does not require a sprinkler head due to its size.
 - (iv) In Unit 4, the closets in the hallway and Bedroom #2 will not have sprinkler

heads; additionally, neither of the bathrooms requires a sprinkler head due to their size.

The system equipment and components are described below:

- (i) Fire pump: None
 - (ii) Jockey pump: None
 - (iii) Sprinkler/Standpipe: Black steel schedule 40
 - (iv) Sprinkler heads: Wet system with sprinkler heads in accordance to the Building Code. Sprinkler heads will be upright, concealed type. Generally, residential units are provided with concealed types to provide the required coverage. Generally, the mechanical equipment rooms and other back of house spaces are provided with upright heads.
 - (v) Siamese connection: A single inlet 4"x2-1/2" fire department (Siamese) connection will be provided on the building facade on Diamond Street. Mounting height for the Siamese connection will be 18"(min) above ground level and 42"(max).
 - (vi) Domestic water pressure: None
- 3) Water storage tank(s) and enclosures: None
 - 4) Water pressure and how maintained: None
 - 5) Sanitary sewage system: Multiple sanitary plumbing stacks will be provided to collect sanitary waste from bathroom, kitchen, floor drains, clothes washers and other plumbing fixtures. Sanitary stacks will be connected together in the cellar floor and discharge waste by gravity and Simplex P382XPRG101 sewage ejector pump to the street sewer at the cellar level.
 - i. Sanitary and vent piping: Cast iron pipe
 - ii. Sewage disposal: Combined New York City municipal storm and sewer main
 - 6) Permits required: Plumbing and sprinkler permits have been obtained and will be signed off upon completion of the work as previously noted in section B (1).
 - 7) Storm drainage system: Stormwater from the Building roofs, balconies and terraces will be conveyed via gravity to the combined house *sewer* located in the cellar level. A rooftop stormwater detention system will be provided as required by the

New York City Department of Environmental Protection rules and regulations. This rooftop Detention system will utilize controlled flow roof drains and overflow roof drains as a means to discharge stormwater to the municipal sewer. The cellar level will be provided with sump pump Duplex P682XPRG101 to serve the sub-grade drainage system of the building. The system equipment and components are described below:

- i. Yard and roof drains: Controlled flow roof drains and overflow roof will be connected to multiple leaders extended from the roof to the cellar and discharge into the street side of the house sewer. Overflow roof drains will tie into the vertical stacks of all storm piping. The basement floor rear yard is provided with two (2) – 3” area drains connected to the detention tank. The 3rd floor terrace is provided with one (1) 4” roof drain and one (1) overflow roof drain. The main roof is provided with two (2) – 4” roof drains and two (2) – 4” overflow roof drains.
- ii. Sump pumps: One storm sump pump will be provided for area drains below the cellar level and will discharge to the house side of the 6” storm house trap located in the meter room. Sewage ejector pump (Simplex Model P382XPRG101 -1HP 115V) for the cellar fixtures will discharge waste to the house side of the 6” sanitary house trap. Sump pumps manufactured by Liberty Duplex Model P682XPRG101-1HP, 115 Volts, 1 Phase, 1-1/2” NPT Discharge, 50 GPM.
- iii. Catch basins: None
- iv. Piping: Cast iron piping

§ 20.7(k) Heating

- (1) The primary form of heating in the building will be ductless multizone heat pump system with concealed type indoor units. Water/sprinkler room, public corridor in the cellar, entrance to public vestibule and roof stair bulkhead are to be heated with cabinet electric unit heaters to avoid freezing conditions in winter. The heating system will be capable of maintaining space temperatures of 70 degrees when the outdoor temperatures are not less than 11 degrees. The

system is designed to meet the New York City and New York City Energy Conservation Code 2020. All insulation information is shown on the accompanying set of drawings as well as will be included in the close out package submitted to the condominium management company. Domestic hot water is provided by individual gas tankless hot water heaters located in the cellar mechanical room. The hot water heaters are manufactured by Navien, model NPE-210. Each unit has a maximum capacity of 180,000 BTU/h and an energy efficiency rating of 0.96 UEF (Uniform Energy Factor). Hot water heaters will be guaranteed for five (5) years.

Electric heaters will be 3KW surface mounted with thermostat and manufactured by Berner or equal.

- (2) Number of boilers and description: None
- (3) Type of controls: Gas Water Heaters will have integral and local remote-control thermostats.
- (4) Radiators, piping, insulation, valves, pumps: None
- (5) Fuel type and grade: Electric or Gas
- (6) Location of oil tank, materials, enclosure: None
- (7) Capacity of oil tank: N/A

§ 20.7(l) Gas supply (if not described above):

Natural gas from "National Grid" for cooking will be Supplied by 2" gas line off the Diamond Street. A new gas service is provided for Hot Water Heaters located in cellar mechanical room, ranges and dryers located in each residential unit individually. There will be 4 gas meters located in the cellar meter room. All gas piping shall be 40 black steel and pressure tested within the requirements of the New York City Plumbing Code. At 5-year intervals the entire gas system is to be inspected by a licensed Plumber qualified to make this inspection and file with the NYC Department of Buildings are report on the condition of same.

§ 20.7(m) Air Conditioning:

- (1) The primary form of cooling in the building will be via ductless multizone air cooled heat pump units which are rejecting heat via outdoor condensers. The air conditioning system is designed to meet all requirements of the New York City Energy Conservation Code 2022. Bulkhead air cooled condensing equipment will be installed on factory supplied curbs or rails. Mechanical equipment that sits on the rails will have a neoprene pad installed as a means to mitigate vibrations and noise associated with equipment reverberating to the units below.
- (2) Individual units: Heating and Air Conditioning for each Unit is provided by concealed type indoor units. The air conditioning systems are designed to maintain an indoor temperature of 75° F DB inside when 89° F DB/76° F WB is outside. A year-round heating and cooling system similar to Mitsubishi Electric heat pumps model MXZ-SM48NAM-U Unit 1 and MXZ-4C36NA-U for additional units in the building. MXZ-SM48NAM-U with a Capacity of 54,000 Btu/h for heating with a HSPF2 of 10.4 and 48,000 Btu/h for cooling with Seasonal Energy Efficiency Rating (SEER2) of 23. MXZ-4C36NA-U with a Capacity of 36,000 Btu/h for heating with a HSPF of 11.0 and 35,400 Btu/h for cooling with Seasonal Energy Efficiency Rating (SEER) of 19.2. Refrigerant pipes constructed of copper Type AC&R with insulation 0.5 inch of R4 insulation interconnect the indoor to the outdoor units. Piping will consist of a 2-pipe system. Each indoor air handler unit will be provided with its own heating and cooling thermostat and function per the programmed sequence of operation. The thermostat will have the ability to control the fan and mode of operation automatically based on room conditions. Standard Warranty for parts and compressor - 10 years limited warranty from installation. Numbers of air conditioning units of each type as shown on plans, EEB ratings and amperage as indicated on table above meeting or exceeding requirements of New York City Energy Conservation Code 2022. Heat pump units were sized for the estimated individual peak cooling-heating requirements of each residential unit. All

condensing units are manufactured by Mitsubishi Electric. There is a total of four (4) units, and all shall be installed on the roof bulkhead.

- (3) Heat pumps will be like Mitsubishi Electric MXZ-4C36NA-U for Apartments '2', '3' and '4', and MXZ-SM48NAM-U for Apartment '1'.

§ 20.7(n) Ventilation:

Residential units' public hallways/stairs will be ventilated through an Energy Recovery unit located on the main roof to allow for treated ventilation air supply. This unit maintains the required hallways exhaust per code as well as providing a source of fresh air. Apartments bathrooms and kitchens to be ventilated by ceiling mounted 100 CFM exhausts fans terminating at main roof level. Required ventilation rates are as follows:

- (1) Bathroom – 20 cfm
- (2) Kitchen – 25 cfm
- (3) Residential Corridors – N/A
- (4) All fan and motorized equipment shall be installed by NYC Mechanical Code, Section 928, Noise Code Requirements with spring or neoprene type vibration isolation or flexible duct connections.

Energy Recovery Ventilator is an Energy Core Technology, manufactured by Greenheck, model ECV-10. Its maximum capacity is 1,250 CFM. The Energy Recovery Ventilator will include a 5-year manufacturer's warranty.

The gas room at the cellar level will be provided with a grille and ductwork to supply fresh air to the space terminating 36" above grade at basement level.

§ 20.7(o) Electrical system:

- (1) Service from main service switchgear: 120/208 three phase, 60 Hz electric service will be provided to the Building from Con Ed. Service will be terminated in the cellar (utility room) and distributed via service switches in the building as follows:
 - (i) Service Switch rated at 400 Amps, 240 Volt, single phase and is dedicated

house loads including common areas lighting, mechanical equipment, amenity spaces and exterior lighting.

- (ii) Panel boards. The unit panel boards include 20A, 1P breakers for lighting, receptacles, 20A, 2P breakers for indoor air conditioning unit, 20A, 1P for electric washer/ gas dryer, 50A, 2P breaker for Oven (Typical floor) and 35A 2P breakers for outdoor air conditioning units
- (iii) Wire material and size: All conductors are copper. All units are provided with 3#1AWG conductors and are fused at 100 Amperes.

(2) Service to individual units:

The Units will have a 240 volt, 400-amp power panel, single phase and associated riser equipped with circuit breakers in accordance with the Building Code requirements. The building is provided with battery back-up on egress lighting and exit signs which shall illuminate during a power outage. No other provisions for emergency power are provided nor required by code.

(3) Adequacy:

- (i) Service: Electrical circuiting will be provided in accordance with the Building Code.
- (ii) Lighting and fixtures: Permanently installed lighting shall be installed in all rooms on the ceiling. Bathrooms, some halls and foyers in the residential units have ceiling or wall mounted light fixtures. The lighting will meet and exceed the code.
- (iii) Convenience outlets, appliance outlets: Electrical outlets will be provided in accordance with the Building Code.
- (iv) The panel provided for each residential unit has adequate capacity to accommodate general purpose lighting and receptacles, appliance, air conditioning & miscellaneous appliances and equipment. Cellar floor through, 3rd floor residential units: 3 Wire, 32 Circuits. Panel boards will be located on each floor. The following receptacles will be provided.

- (v) Arc Fault Circuit interrupters (AFCI) and Ground Fault Circuit Interrupters will be provided as required by the Building Code.
- (vi) Tamper-Resistant receptacles in all the residential units.
- (vii) Water-Resistant receptacles for exterior use.
- (viii) Three-way switches are provided throughout the building.

§ 20.7 (p) Intercommunication and/or door signal systems, security closed circuit TV:

The audio intercommunication system is provided for each residential unit. The intercom system is to be manufactured by Comelit and its warranty will be 10 years. There will be a device at the exterior of the building by the main residential entrance for visitors to contact residents. The residential units will also have an intercom by each residential unit entrance to communicate with a visitor at the front door. The intercom will include a video camera.

§ 20.7 (q) Public area lighting:

Emergency lighting will be provided on all common stairs and corridors. All lighting in common areas, including stairs, vestibule, corridor and cellar, will be ceiling and/or wall mounted fixtures. Fixtures in common spaces will be adequate for normal activities.

§ 20.7 (r) Garages and parking areas:

None

§ 20.7 (s) Swimming pool(s). Describe in detail:

None

§ 20.7 (t) Tennis courts, playgrounds and recreation facilities:

None

§ 20.7(u) Permits and Certificates:

- (1) See Paragraph (b)(1) regarding permits and (b)(3) of this report for Certificate of Occupancy.
- (2) Inspections: Construction, plumbing, sprinkler, fire department, electrical, mechanical and DEP prior to obtaining a new Certificate of Occupancy.
- (3) Sprinkler system needs to be filed with the Fire Department. Sprinkler systems shall be periodically inspected, tested, serviced, and otherwise maintained in accordance with FC 901.6 and the rules, as follow:
 1. Monthly visual inspection by a person holding a valid Certificate of Fitness for City-Wide Sprinkler Systems (S-12), which may include licensed plumbers or designated building staff, detailed record of each inspection must be kept on-site for examination by any representative of the department.
 2. Fire department connections shall be hydrostatically tested at least once every 5 years, in accordance with FC 912.6
- (4) All fire alarm and other detection systems shall be retested once every five years from the date of acceptance of the system as per FC 907.20.5.1
- (5) All required annual and periodic inspections for sprinkler systems, backflow preventor, gas system, fire alarm and energy benchmarking to be coordinated by Building Management Company as required.

§ 20.7 (v) Violations:

As of the date of this report, there are 2 open ECB violations against the property:

1. The ECB violation # #39542102K was addressed by providing engineer's drawings for the catchall. The DOB Construction Enforcement inspector visited the site on 07/14/2025 and found the catchall to be adequate, upon the inspector request the engineer design drawings were provided, and inspector has rescinded the Partial Stop Work Order #3A20711 that was issued in conjunction with this violation.
2. The ECB Violation #39542103M was addressed by providing adequate window protection for neighboring's building at exposure. The DOB Construction Enforcement Inspector visited the site on 07/14/2025 and found the window

protection to be adequate and has rescinded the Partial Stop Work Order #3A20711 that was issued in conjunction with this violation.

The Certificate of Correction was submitted for both jobs on July 22.

All violations, if any in the future, will be removed prior to issuing a Certificate of Occupancy. Sponsor will cure any outstanding violations prior to the closing date.

§ 20.7(w) Unit information:

1) Residential Unit Information:

Each Unit is measured horizontally from the exterior side of the exterior walls to the centerline of the partitions separating one Unit from another Unit, or separating one Unit from corridors, stairs, and other mechanical equipment spaces or any Common Elements not within a Unit or to the exterior side of the opposite exterior walls; provided, however, that (i) all columns, mechanical pipes, shafts, shaft ways, chases, chase ways and conduits are not deducted from measurement of each Unit, and (ii) stairwells on the floors containing full floor Residential Units are deducted from the measurement of such Residential Units. Each Unit is measured vertically from the top of the floor (located under the finished flooring and sub-flooring materials) to the underside of the ceiling. Any and all measurements are approximations within reasonable tolerances. The accessory cellar is classified as non-habitable space and is intended solely for accessory storage use. It is not permitted for living, sleeping, or cooking purposes, and may not be rented independently. Unit 1, located at the basement level, is ADA compliant. Storage rooms in the cellar are not accessible. As the building does not exceed four stories, an elevator is not required in accordance with the Building Code.

Exclusive of dropped ceiling areas at kitchens, bathrooms, halls, soffits, mechanical equipment including ducts, plumbing elements, structural offsets and boxed out structural beams, ceiling heights in residential units located in the building are as follows:

Floor to ceiling heights of residential units from basement to 3rd floor will be approximately 10'-0". In general areas and in secondary space (i.e. bathrooms, kitchens, closets, etc.). In some areas, the ceiling heights will vary depending on plumbing & mechanical layouts. Floor to ceiling height at cellar level will be approximately 7'-10".

Where materials, appliances, equipment, fixtures, finishes and other construction and design details are specified in this report, sponsor reserves the right to substitute in their place similar materials, appliances, equipment, finishes and/or fixtures of substantially equal or better quality as recognized by industry standards for performance, efficiency, longevity and / or classification as applicable.

2) Finish Schedule.

The walls and ceilings in the residential units will be painted drywall with two coats of paint.

ROOM	FLOOR	BASE	WALL	CEILING
BATHROOMS	TILE	TILE	PARTIAL TILE	PTD.GYP.BD
PRIMARY BATHROOM	TILE	TILE	TILE	PTD.GYP.BD
MECH. ROOM	-	-	PAINT GYP. BD.	PTD.GYP.BD
KITCHENS	ENGINEERING WOOD FLOOR	WOOD	PTD.GYP.BD.	PTD.GYP.BD
LIVING ROOMS / DINING / BEDROOMS (2 nd & 3 rd)	ENGINEERING WOOD FLOOR	WOOD	PTD.GYP.BD.	PTD.GYP.BD
PUBLIC CORRIDOR, STORAGE, VEST.	TILE	TILE	PTD.GYP.BD.	PTD.GYP.BD

All wood floors will have an engineering glue down wood floor type gulf palm white oak ½" thick x 8 ½" wide x up to 87" random length, standard grade, Model# EKFD75L816W over Quiet Soundproof rubber. There is no manufacturing warranty on these floors. All kitchen and bathroom cabinets will be wood cabinets with a plywood core, painted finish with decorative hardware. Countertops and backsplashes will be made of Quartz Stone.

3) Bathroom, Kitchen and Laundry fixtures and appliance schedule

Kitchen Equipment:

The kitchen shall generally be provided with the following fixtures, appliances, and equipment:

- Range: Wolf 30", gas, MOD #GR304
- Fridge Sub Zero 36", MOD #CL365OUFDID
- Dishwasher Bosch, MOD #SGV78B53UC
- Range Hood Wolf 30", MOD #VW30B
- Microwave/Oven Wolf, MOD # MDD30TE/TH

Bathroom Fixtures:

Water Closets:

Manufactured by Porcelanosa, Model#1001440099 -USA Arquitect wall mounted toilet.

Water closets shall meet water saving performance standards as per New York City Local Law 29/89.

Countertop: Manufactured by Porcelanosa, Model #WH1CEN, white top 31" x 20" (rectangle white) and faucets Kole USA (single connect round LAV Black) and set on top of a vanity countertop.

Bathtubs: Manufactured by Porcelanosa, or equal model, City Tub 60" x 30" drain w/Apron.

Tub Shower: Manufactured by Porcelanosa or equal model, USA round shower head 8" Black.

Laundry Fixtures:

- Washer: Bosch, MOD # WGA12400UC
- Dryer (gas): Bosch, MOD # WTG86403UC

§ 20.7(x) Finish schedule of spaces other than units:

FLOOR	LOCATION	FLOOR	BASE	WALLS	CEILING
CELLAR	ALL AREAS	CONCRETE	CONCRETE	CONCRETE	CONCRETE/ STEEL
GROUND	LOBBY/CORRIDOR	STONE OR TILE	STONE OR TILE	PTD. GYP. BD. / MILLWORK	PTD.GYB.BD.
1st THRU ROOF	STAIRWELL LANDINGS	CONCRETE	CONCRETE	CONCRETE/ GWB	PTD.GYB.BD.

§ 20.7 (y) Safety and warning devices:

Each Residential Unit will be provided with stand-alone carbon monoxide detectors and smoke detectors in accordance with NYC Code requirements. Combination smoke/CO detectors are provided in all dwelling unit bedrooms and within 15 feet outside of all dwelling unit bedrooms. The detectors are hard-wired with battery back-up and are interconnected within each dwelling unit. Central fire alarm system for sprinkler tamper and water flow monitoring, and mechanical room smoke detection will be provided in accordance with code. An automatic smoke/heat/CO detection and sprinkler fire alarm system is provided in common areas of the building. The system is monitored by a central station agency via the central office transmitter located in the meter room in the cellar.

§ 20.7 (z) Additional information required:

Include the following in the Description of Property and Building Condition section of the plan:

Floor Plan: See floor plans in Part II of the offering plan. The approximate total area of each residential unit is indicated on each floor plan. Full floors illustrating unit boundaries are included.

§ 20.7 (aa) Further development:

There is no further development proposed for this site.

§ 20.7 (bb) Asbestos:

Asbestos Disclosure: ACP5 form is exempt from NB requirements.

§ 20.7 (cc) Lead-based paint:

ACP5 form is exempt from NB requirements

Neville K. Patel
Principal

[Signature]



[Engineer's Seal]

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

(Condo) APT. 1 - Area Schedule

4.5 ROOMS AND 2.5 BATHROOMS

Room Type	Level	Area
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APT. 1	Proposed Basement	1229.0 SF
		1229.0 SF

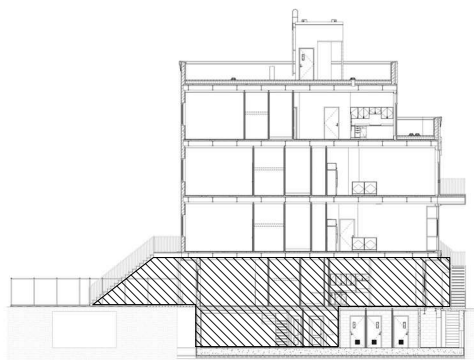
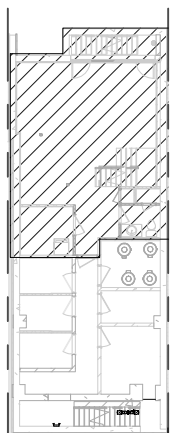
LCE

YARD	Proposed Basement	583.7 SF
PORCH	Proposed Basement	88.8 SF
		672.5 SF

NHS

APT. 1	Proposed Cellar Plan	739.3 SF
		739.3 SF

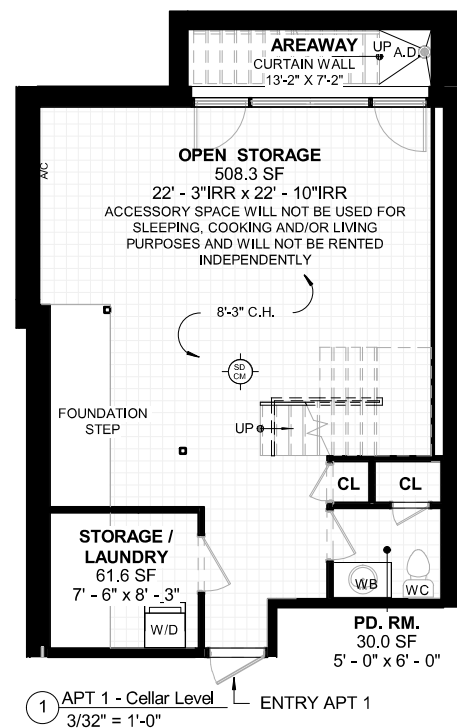
Grand total 2640.8 SF



(Key Plan) Cellar Floor Plan
Lower Level - Apt. 1

Key Section
Apt. 1

LEGEND	
ST	STOVE
REF	REFRIGERATOR
DW	DISHWASHER
S	SINK
MW	MICROWAVE
W/D	WASHER AND DRYER
WC	WATER CLOSET
BT	BATH TUB
SH	SHOWER
WB	WASH BASIN
H.W.H.	HOT WATER HEATER
PD. RM.	POWDER ROOM
CL	CLOSET
W.I.CL.	WALK-IN CLOSET
INTER.	INTERCOM
HR	HANDRAIL
C.H.	CEILING HEIGHT
A.D.	AREA DRAIN
R.D.	ROOF DRAIN
LCE	LIMITED COMMON ELEMENT
NHS	NON-HABITABLE SPACE



Drawn: VG	Checked: RMS	Title : APT. 1 - Lower Level	2 BEDRM & 2.5 BATHRM - DUPLEX	Date 07/28/2025	Count
NEVILLE ENGINEERING GROUP 68-42 Springfiled BLVD., Oakland Gardens, NY 11364 Phone (516) 822-6770 Email: nevmar10001@yahoo.com		Project : Proposed Condominium development @ 105 Diamond Street, Brooklyn NY 11222		Job # 43113 Scale As indicated	DWG # RE-01.00

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

(Condo) APT. 1 - Area Schedule

Room Type	Level	Area
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APT. 1	Proposed Basement	1229.0 SF
		1229.0 SF

LCE

YARD	Proposed Basement	583.7 SF
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PORCH	Proposed Basement	88.8 SF
-------	-------------------	---------

672.5 SF

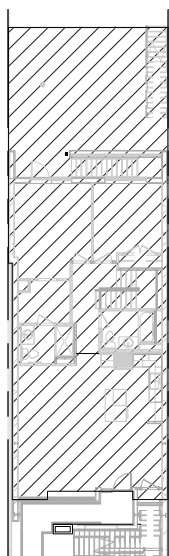
NHS

APT. 1	Proposed Cellar Plan	739.3 SF
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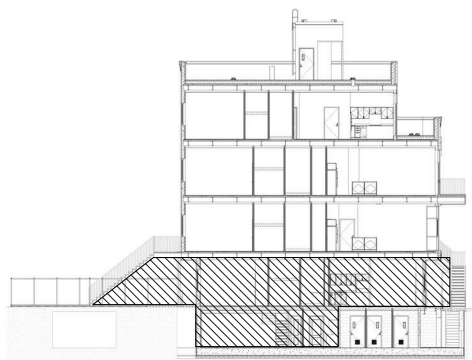
739.3 SF

Grand total

2640.8 SF



(Key Plan) Basement Floor Plan
Upper Level - Apt. 1

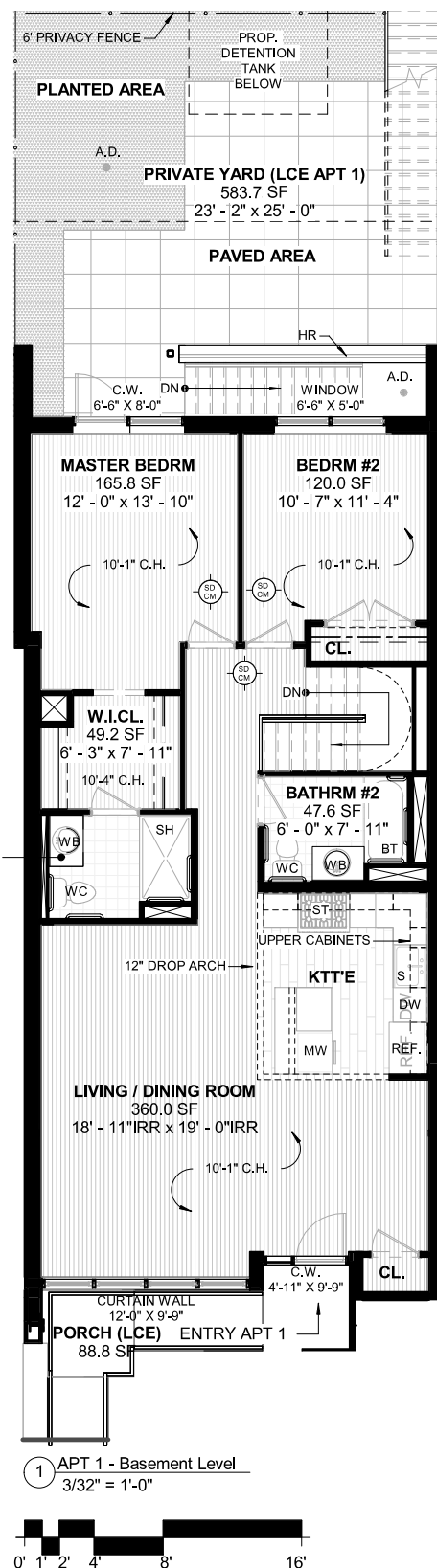


Key Section
Apt. 1

LEGEND

ST	STOVE
REF	REFRIGERATOR
DW	DISHWASHER
S	SINK
MW	MICROWAVE
W/D	WASHER AND DRYER
WC	WATER CLOSET
BT	BATH TUB
SH	SHOWER
WB	WASH BASIN
H.W.H.	HOT WATER HEATER
PD. RM.	POWDER ROOM
CL	CLOSET
W.I.CL.	WALK-IN CLOSET
INTER.	INTERCOM
HR	HANDRAIL
C.H.	CEILING HEIGHT
A.D.	AREA DRAIN
R.D.	ROOF DRAIN
LCE	LIMITED COMMON ELEMENT
NHS	NON-HABITABLE SPACE

4.5 ROOMS AND 2.5 BATHROOMS



1 APT 1 - Basement Level
3/32" = 1'-0"

Drawn: VG	Checked: RMS	Title : APT. 1 - Upper Level	2 BEDRM & 2.5 BATHRM - DUPLEX	Date 07/28/2025	Count
NEVILLE ENGINEERING GROUP 68-42 Springfield BLVD., Oakland Gardens, NY 11364 Phone (516) 822-6770 Email: nevmar10001@yahoo.com		Project : Proposed Condominium development @ 105 Diamond Street, Brooklyn NY 11222		Job # 43113 Scale As indicated	DWG # RE-02.00

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

(Condo) APT. 2 - Area Schedule

4.5 ROOMS AND 2 BATHROOMS

Room Type	Level	Area
-----------	-------	------

APT. 2	Proposed 1st Floor	1235.2 SF
		1235.2 SF

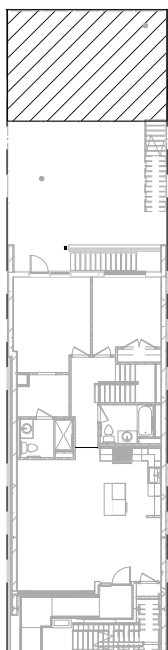
LCE

YARD	Proposed Basement	436.1 SF
TERRACE	Proposed 1st Floor	147.0 SF
STORAGE	Proposed Cellar Plan	56.7 SF

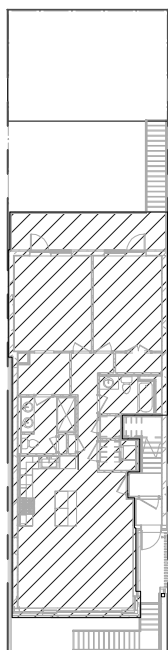
639.8 SF

1875.0 SF

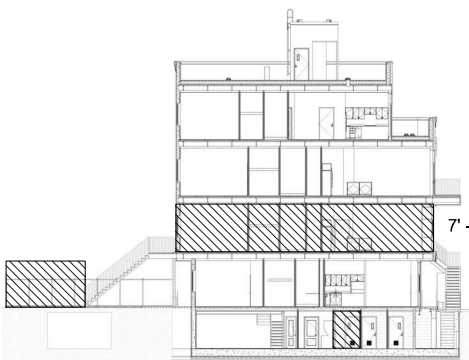
Grand total



(Key Plan) Bsmnt Floor Plan
Lower Level - Apt. 2

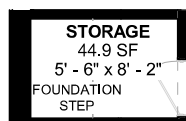


(Key Plan) 1st Floor Plan
Upper Level - Apt. 2

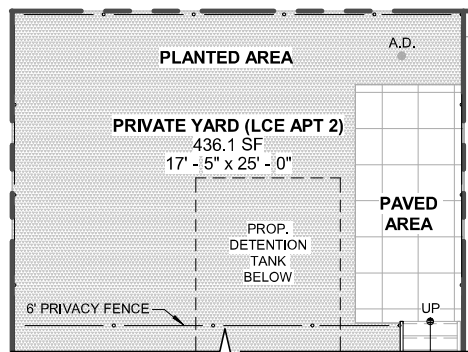


Key Section
Apt. 2

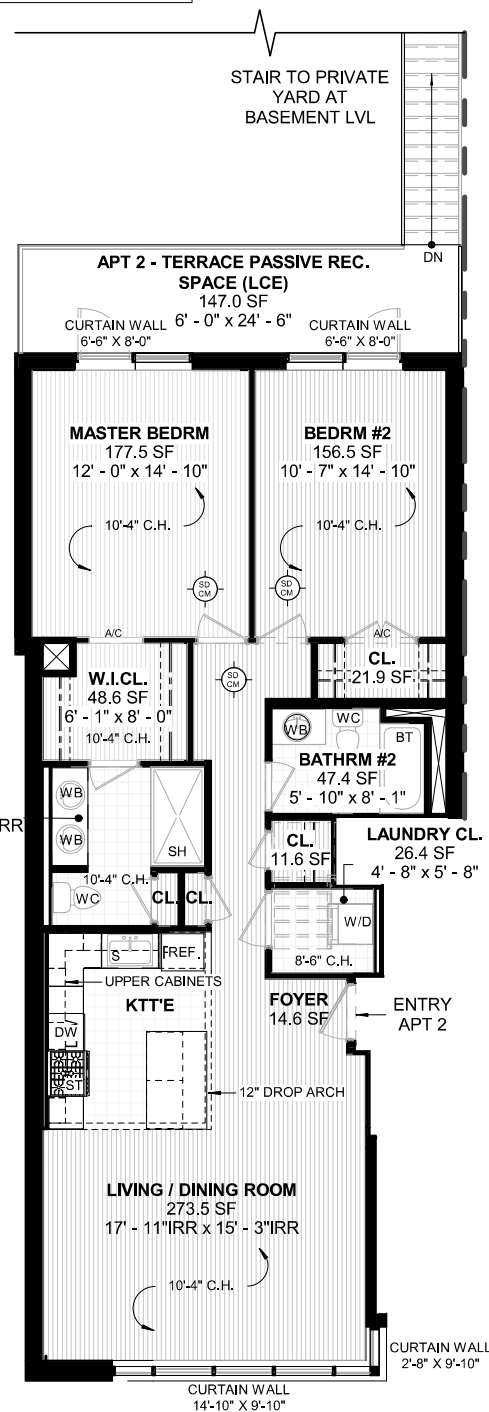
LEGEND	
ST	STOVE
REF	REFRIGERATOR
DW	DISHWASHER
S	SINK
MW	MICROWAVE
W/D	WASHER AND DRYER
WC	WATER CLOSET
BT	BATH TUB
SH	SHOWER
WB	WASH BASIN
H.W.H.	HOT WATER HEATER
PD. RM.	POWDER ROOM
CL	CLOSET
W.I.CL.	WALK-IN CLOSET
INTER.	INTERCOM
HR	HANDRAIL
C.H.	CEILING HEIGHT
A.D.	AREA DRAIN
R.D.	ROOF DRAIN
LCE	LIMITED COMMON ELEMENT
NHS	NON-HABITABLE SPACE



⑤ APT 2 - Cellar
3/32" = 1'-0"



② APT 2 - Basement Level
3/32" = 1'-0"



① APT 2 - 1st Floor
3/32" = 1'-0"



Drawn: VG	Checked: RMS	Title : APT. 2	2 BEDROOMS - 2 BATHROOMS	Date 07/28/2025	Count
Project : Proposed Condominium development @ 105 Diamond Street, Brooklyn NY 11222				Job # 43113	DWG # RE-03.00
NEVILLE ENGINEERING GROUP 68-42 Springfield BLVD., Oakland Gardens, NY 11364 Phone (516) 822-6770 Email: nevmar10001@yahoo.com				Scale As indicated	

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

(Condo) APT. 3 - Area Schedule

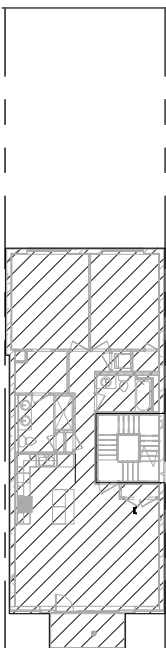
Room Type	Level	Area
-----------	-------	------

APT. 3	Proposed 2nd Floor	1275.2 SF
		1275.2 SF

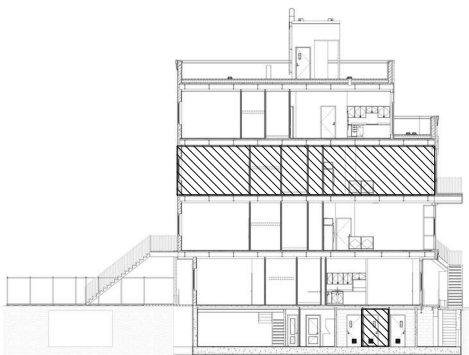
LCE

BALCONY	Proposed 2nd Floor	67.0 SF
STORAGE	Proposed Cellar Plan	55.9 SF

		122.9 SF
Grand total		1398.1 SF



(Key Plan) 2nd Floor Plan
Apt. 3

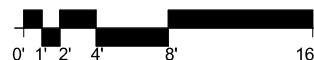


Key Section
Apt. 3

LEGEND	
ST	STOVE
REF	REFRIGERATOR
DW	DISHWASHER
S	SINK
MW	MICROWAVE
W/D	WASHER AND DRYER
WC	WATER CLOSET
BT	BATH TUB
SH	SHOWER
WB	WASH BASIN
H.W.H.	HOT WATER HEATER
PD. RM.	POWDER ROOM
CL	CLOSET
W.I.C.L.	WALK-IN CLOSET
INTER.	INTERCOM
HR	HANDRAIL
C.H.	CEILING HEIGHT
A.D.	AREA DRAIN
R.D.	ROOF DRAIN
LCE	LIMITED COMMON ELEMENT
NHS	NON-HABITABLE SPACE



4.5 ROOMS AND 2 BATHROOMS



Drawn: VG	Checked: RMS	Title : APT. 3	2 BEDROOMS - 2 BATHROOMS	Date 07/28/2025	Count
NEVILLE ENGINEERING GROUP 68-42 Springfiled BLVD., Oakland Gardens, NY 11364 Phone (516) 822-6770 Email: nevmar10001@yahoo.com		Project : Proposed Condominium development @ 105 Diamond Street, Brooklyn NY 11222		Job # 43113	DWG #
				Scale As indicated	RE-04.00

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

(Condo) APT. 4 - Area Schedule

4.5 ROOMS AND 2 BATHROOMS

Room Type	Level	Area
-----------	-------	------

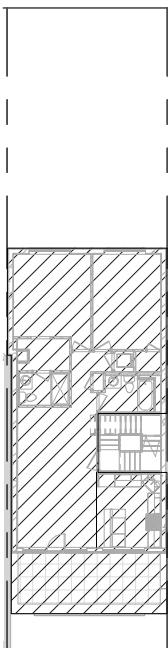
APT. 4	Proposed 3rd Floor	1063.9 SF
		1063.9 SF

LCE

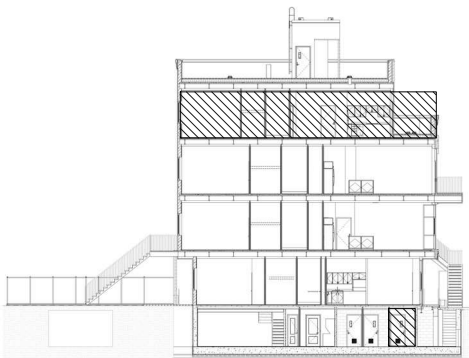
TERRACE	Proposed 3rd Floor	228.3 SF
STORAGE	Proposed Cellar Plan	56.7 SF

285.0 SF

Grand total 1348.9 SF

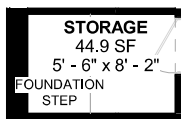


(Key Plan) 3rd Floor Plan
Apt. 4

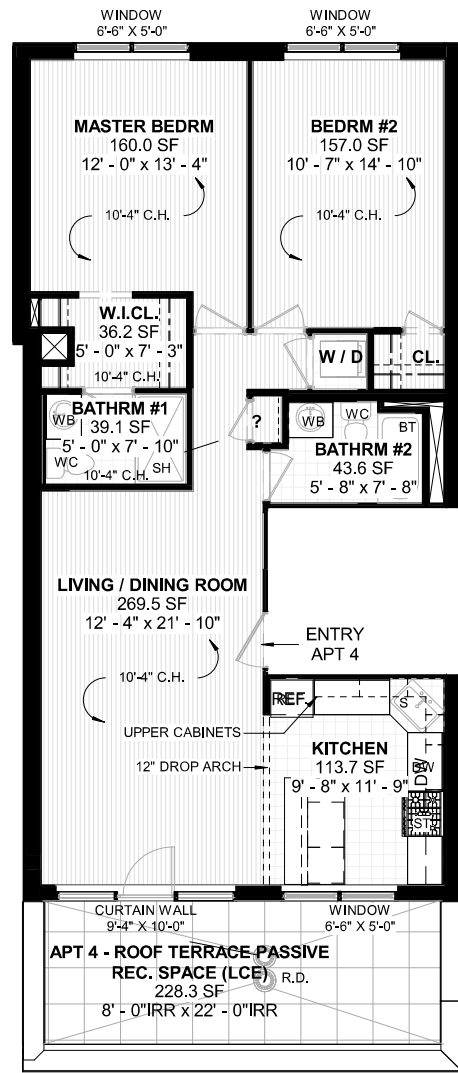


Key Section
Apt. 4

LEGEND	
ST	STOVE
REF	REFRIGERATOR
DW	DISHWASHER
S	SINK
MW	MICROWAVE
W/D	WASHER AND DRYER
WC	WATER CLOSET
BT	BATH TUB
SH	SHOWER
WB	WASH BASIN
H.W.H.	HOT WATER HEATER
PD. RM.	POWDER ROOM
CL	CLOSET
W.I.CL.	WALK-IN CLOSET
INTER.	INTERCOM
HR	HANDRAIL
C.H.	CEILING HEIGHT
A.D.	AREA DRAIN
R.D.	ROOF DRAIN
LCE	LIMITED COMMON ELEMENT
NHS	NON-HABITABLE SPACE



4 APT 4 - Cellar
3/32" = 1'-0"



1 APT. 4
3/32" = 1'-0"



Drawn: VG	Checked: RMS	Title : APT. 4	2 BEDROOMS - 2 BATHROOMS	Date 07/28/2025	Count
NEVILLE ENGINEERING GROUP 68-42 Springfield BLVD., Oakland Gardens, NY 11364 Phone (516) 822-6770 Email: nevmar10001@yahoo.com		Project : Proposed Condominium development @ 105 Diamond Street, Brooklyn NY 11222		Job # 43113 Scale As indicated	DWG # RE-05.00

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

Area Schedule (General Common Elements)

Level	Area
Proposed Cellar Plan	528.7 SF
Proposed Basement	83.9 SF
Proposed 1st Floor	146.5 SF
Proposed 2nd Floor	115.6 SF
Proposed 3rd Floor	98.6 SF
Proposed Roof	1162.9 SF
Total	2136.2 SF

Area Schedule (Limited Common Elements)

Level	Area
Proposed Cellar Plan	169.3 SF
Proposed Basement	1108.6 SF
Proposed 1st Floor	147.0 SF
Proposed 2nd Floor	67.0 SF
Proposed 3rd Floor	228.3 SF
Total	1720.1 SF

Area Schedule (Accessory Storage /Non-Habitable Space)

Level	Area
Proposed Cellar Plan	739.3 SF
Total	739.3 SF

LEGEND

A.D.	AREA DRAIN
R.D.	ROOF DRAIN
LCE	LIMITED COMMON ELEMENT
GCE	GENERAL COMMON ELEMENTS
NHS	NON-HABITABLE SPACE

	GENERAL COMMON ELEMENTS
	LIMITED COMMON ELEMENTS



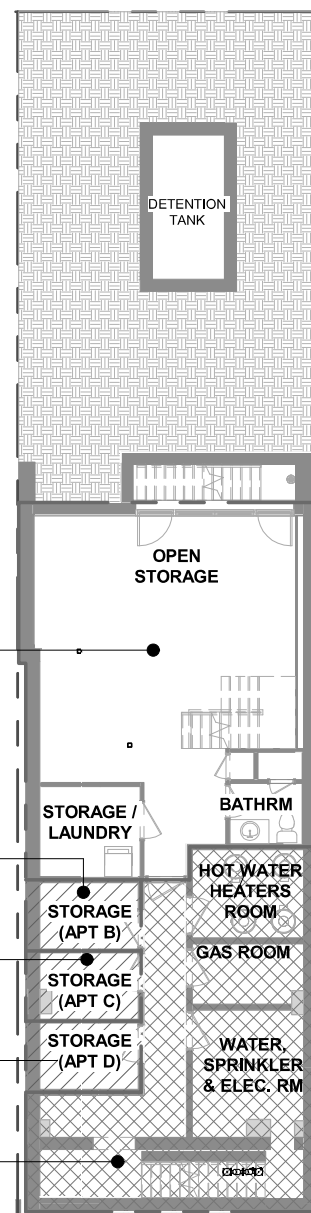
**APT. 1
NHS
AREA= 739.3 SF**

**STORAGE
LCE
AREA= 56.7 SF**

**STORAGE
LCE
AREA= 55.9 SF**

**STORAGE
LCE
AREA= 56.7 SF**

**GCE
AREA= 528.7 SF**



① Proposed Cellar Plan
1/16" = 1'-0"



Drawn: VG	Checked: RMS	Title : Common Areas - Cellar	Date 07/28/2025	Count
NEVILLE ENGINEERING GROUP 68-42 Springfiled BLVD., Oakland Gardens, NY 11364 Phone (516) 822-6770 Email: nevmar10001@yahoo.com		Project : Proposed Condominium development @ 105 Diamond Street, Brooklyn NY 11222	Job # 43113 Scale As indicated	DWG # RE-06.00

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

Area Schedule (General Common Elements)

Level	Area
Proposed Cellar Plan	528.7 SF
Proposed Basement	83.9 SF
Proposed 1st Floor	146.5 SF
Proposed 2nd Floor	115.6 SF
Proposed 3rd Floor	98.6 SF
Proposed Roof	1162.9 SF
Total	2136.2 SF

Area Schedule (Limited Common Elements)

Level	Area
Proposed Cellar Plan	169.3 SF
Proposed Basement	1108.6 SF
Proposed 1st Floor	147.0 SF
Proposed 2nd Floor	67.0 SF
Proposed 3rd Floor	228.3 SF
Total	1720.1 SF

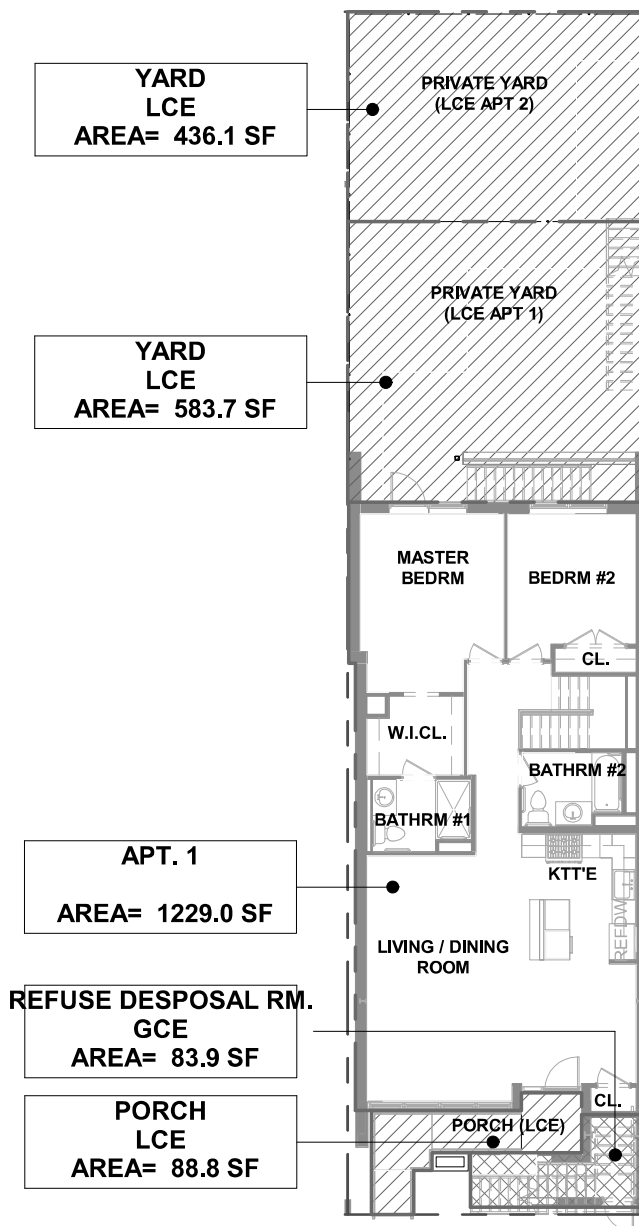
Area Schedule (Accessory Storage /Non-Habitable Space)

Level	Area
Proposed Cellar Plan	739.3 SF
Total	739.3 SF

LEGEND

A.D.	AREA DRAIN
R.D.	ROOF DRAIN
LCE	LIMITED COMMON ELEMENT
GCE	GENERAL COMMON ELEMENTS
NHS	NON-HABITABLE SPACE

	GENERAL COMMON ELEMENTS
	LIMITED COMMON ELEMENTS



① Proposed Basement
1/16" = 1'-0"



Drawn: VG	Checked: RMS	Title : Common Areas - Basement	Date 07/28/2025	Count
NEVILLE ENGINEERING GROUP 68-42 Springfield BLVD., Oakland Gardens, NY 11364 Phone (516) 822-6770 Email: nevmar10001@yahoo.com		Project : Proposed Condominium development @ 105 Diamond Street, Brooklyn NY 11222	Job # 43113 Scale As indicated	DWG # RE-07.00

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

Area Schedule (General Common Elements)

Level	Area
Proposed Cellar Plan	528.7 SF
Proposed Basement	83.9 SF
Proposed 1st Floor	146.5 SF
Proposed 2nd Floor	115.6 SF
Proposed 3rd Floor	98.6 SF
Proposed Roof	1162.9 SF
Total	2136.2 SF

Area Schedule (Limited Common Elements)

Level	Area
Proposed Cellar Plan	169.3 SF
Proposed Basement	1108.6 SF
Proposed 1st Floor	147.0 SF
Proposed 2nd Floor	67.0 SF
Proposed 3rd Floor	228.3 SF
Total	1720.1 SF

Area Schedule (Accessory Storage /Non-Habitable Space)

Level	Area
Proposed Cellar Plan	739.3 SF
Total	739.3 SF

LEGEND

A.D.	AREA DRAIN
R.D.	ROOF DRAIN
LCE	LIMITED COMMON ELEMENT
GCE	GENERAL COMMON ELEMENTS
NHS	NON-HABITABLE SPACE

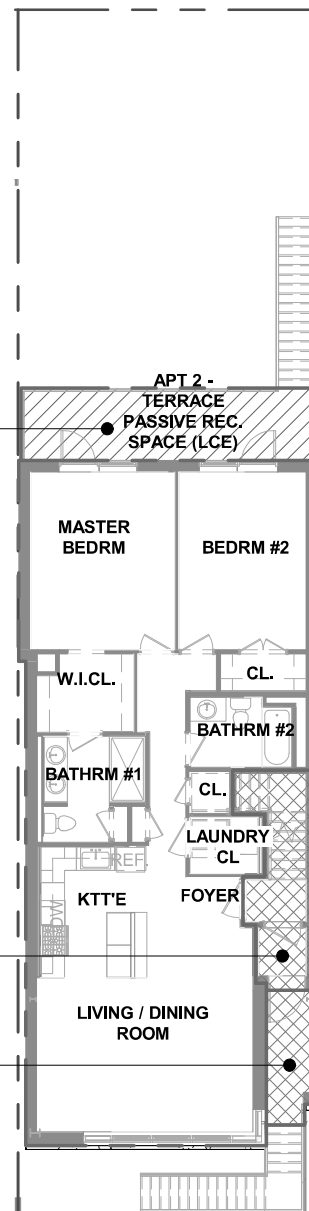
	GENERAL COMMON ELEMENTS
	LIMITED COMMON ELEMENTS



**TERRACE
LCE
AREA= 147.0 SF**

**HALLWAY / VEST.
GCE
AREA= 100.7 SF**

**GCE
AREA= 45.8 SF**



1 Proposed 1st Floor
1/16" = 1'-0"



Drawn: VG	Checked: RMS	Title : Common Areas - 1st Floor		Date 07/28/2025	Count
NEVILLE ENGINEERING GROUP 68-42 Springfield BLVD., Oakland Gardens, NY 11364 Phone (516) 822-6770 Email: nevmar10001@yahoo.com		Project : Proposed Condominium development @ 105 Diamond Street, Brooklyn NY 11222		Job # 43113	DWG # RE-08.00
				Scale As indicated	

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

Area Schedule (General Common Elements)

Level	Area
Proposed Cellar Plan	528.7 SF
Proposed Basement	83.9 SF
Proposed 1st Floor	146.5 SF
Proposed 2nd Floor	115.6 SF
Proposed 3rd Floor	98.6 SF
Proposed Roof	1162.9 SF
Total	2136.2 SF

Area Schedule (Limited Common Elements)

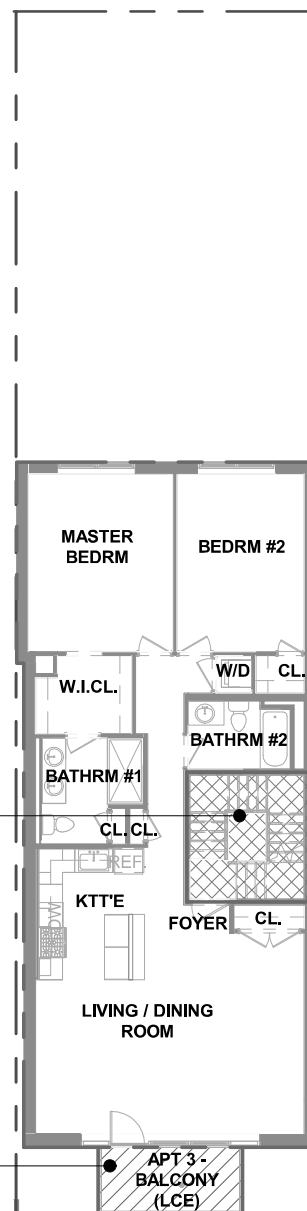
Level	Area
Proposed Cellar Plan	169.3 SF
Proposed Basement	1108.6 SF
Proposed 1st Floor	147.0 SF
Proposed 2nd Floor	67.0 SF
Proposed 3rd Floor	228.3 SF
Total	1720.1 SF

Area Schedule (Accessory Storage /Non-Habitable Space)

Level	Area
Proposed Cellar Plan	739.3 SF
Total	739.3 SF

**STAIRWELL
GCE
AREA= 115.6 SF**

**BALCONY
LCE
AREA= 67.0 SF**



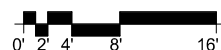
LEGEND

A.D.	AREA DRAIN
R.D.	ROOF DRAIN
LCE	LIMITED COMMON ELEMENT
GCE	GENERAL COMMON ELEMENTS
NHS	NON-HABITABLE SPACE

	GENERAL COMMON ELEMENTS
	LIMITED COMMON ELEMENTS



① Proposed 2nd Floor
1/16" = 1'-0"



Drawn: VG	Checked: RMS	Title : Common Areas - 2nd Floor		Date 07/28/2025	Count
NEVILLE ENGINEERING GROUP 68-42 Springfield BLVD., Oakland Gardens, NY 11364 Phone (516) 822-6770 Email: nevmar10001@yahoo.com		Project : Proposed Condominium development @ 105 Diamond Street, Brooklyn NY 11222		Job # 43113	DWG # RE-09.00
				Scale As indicated	

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

Area Schedule (General Common Elements)

Level	Area
Proposed Cellar Plan	528.7 SF
Proposed Basement	83.9 SF
Proposed 1st Floor	146.5 SF
Proposed 2nd Floor	115.6 SF
Proposed 3rd Floor	98.6 SF
Proposed Roof	1162.9 SF
Total	2136.2 SF

Area Schedule (Limited Common Elements)

Level	Area
Proposed Cellar Plan	169.3 SF
Proposed Basement	1108.6 SF
Proposed 1st Floor	147.0 SF
Proposed 2nd Floor	67.0 SF
Proposed 3rd Floor	228.3 SF
Total	1720.1 SF

Area Schedule (Accessory Storage /Non-Habitable Space)

Level	Area
Proposed Cellar Plan	739.3 SF
Total	739.3 SF

LEGEND

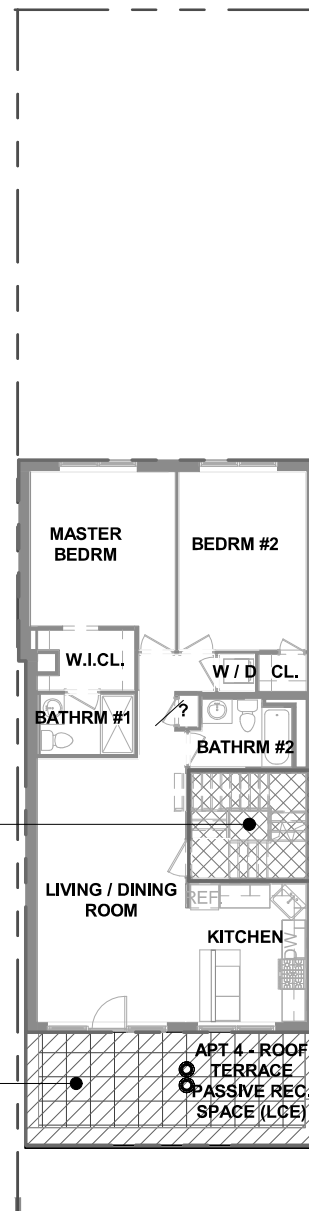
A.D.	AREA DRAIN
R.D.	ROOF DRAIN
LCE	LIMITED COMMON ELEMENT
GCE	GENERAL COMMON ELEMENTS
NHS	NON-HABITABLE SPACE

	GENERAL COMMON ELEMENTS
	LIMITED COMMON ELEMENTS



**STAIRWELL
GCE
AREA= 98.6 SF**

**TERRACE
LCE
AREA= 228.3 SF**



① Proposed 3rd Floor
1/16" = 1'-0"



Drawn: VG	Checked: RMS	Title : Common Areas - 3rd Floor	Date 07/28/2025	Count
NEVILLE ENGINEERING GROUP 68-42 Springfield BLVD., Oakland Gardens, NY 11364 Phone (516) 822-6770 Email: nevmar10001@yahoo.com		Project : Proposed Condominium development @ 105 Diamond Street, Brooklyn NY 11222	Job # 43113 Scale As indicated	DWG # RE-10.00

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

Area Schedule (General Common Elements)

Level	Area
Proposed Cellar Plan	528.7 SF
Proposed Basement	83.9 SF
Proposed 1st Floor	146.5 SF
Proposed 2nd Floor	115.6 SF
Proposed 3rd Floor	98.6 SF
Proposed Roof	1162.9 SF
Total	2136.2 SF

Area Schedule (Limited Common Elements)

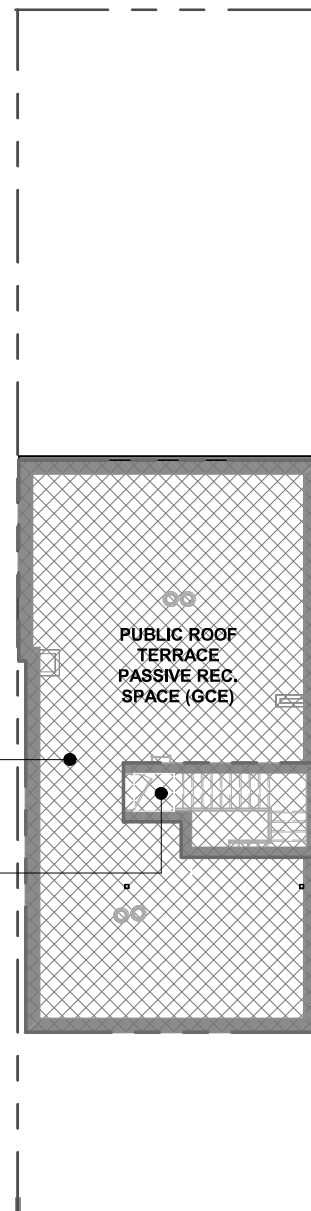
Level	Area
Proposed Cellar Plan	169.3 SF
Proposed Basement	1108.6 SF
Proposed 1st Floor	147.0 SF
Proposed 2nd Floor	67.0 SF
Proposed 3rd Floor	228.3 SF
Total	1720.1 SF

Area Schedule (Accessory Storage /Non-Habitable Space)

Level	Area
Proposed Cellar Plan	739.3 SF
Total	739.3 SF

**PASSIVE REC. SPACE
GCE
AREA= 1050.1 SF**

**GCE
AREA= 112.8 SF**



① Proposed Roof
1/16" = 1'-0"

LEGEND

A.D.	AREA DRAIN
R.D.	ROOF DRAIN
LCE	LIMITED COMMON ELEMENT
GCE	GENERAL COMMON ELEMENTS
NHS	NON-HABITABLE SPACE

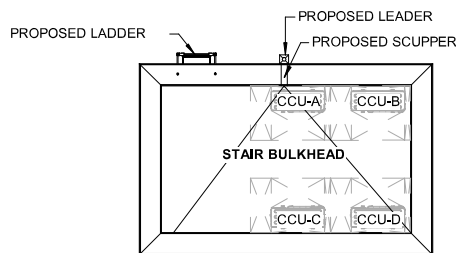
	GENERAL COMMON ELEMENTS
	LIMITED COMMON ELEMENTS



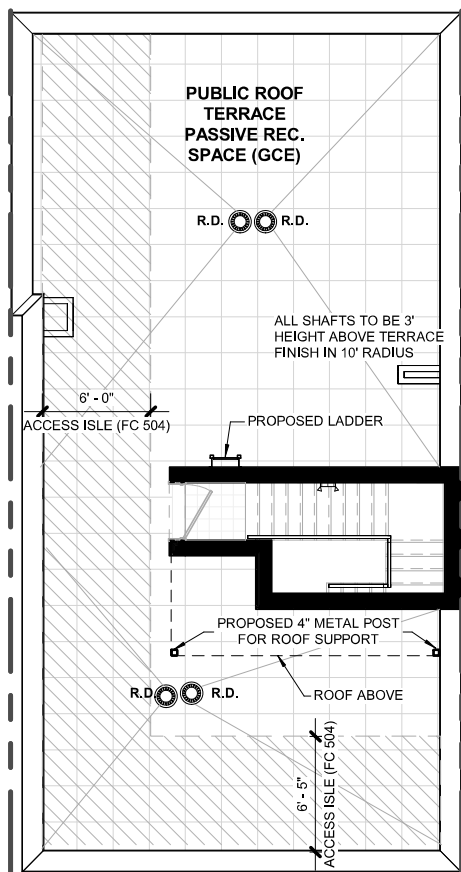
0' 2' 4' 8' 16'

Drawn: VG	Checked: RMS	Title : Common Areas - Roof		Date 07/28/2025	Count
NEVILLE ENGINEERING GROUP 68-42 Springfiled BLVD., Oakland Gardens, NY 11364 Phone (516) 822-6770 Email: nevmar10001@yahoo.com		Project : Proposed Condominium development @ 105 Diamond Street, Brooklyn NY 11222		Job # 43113	DWG # RE-11.00
				Scale As indicated	

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



3 Stair Bulkhead
3/32" = 1'-0"



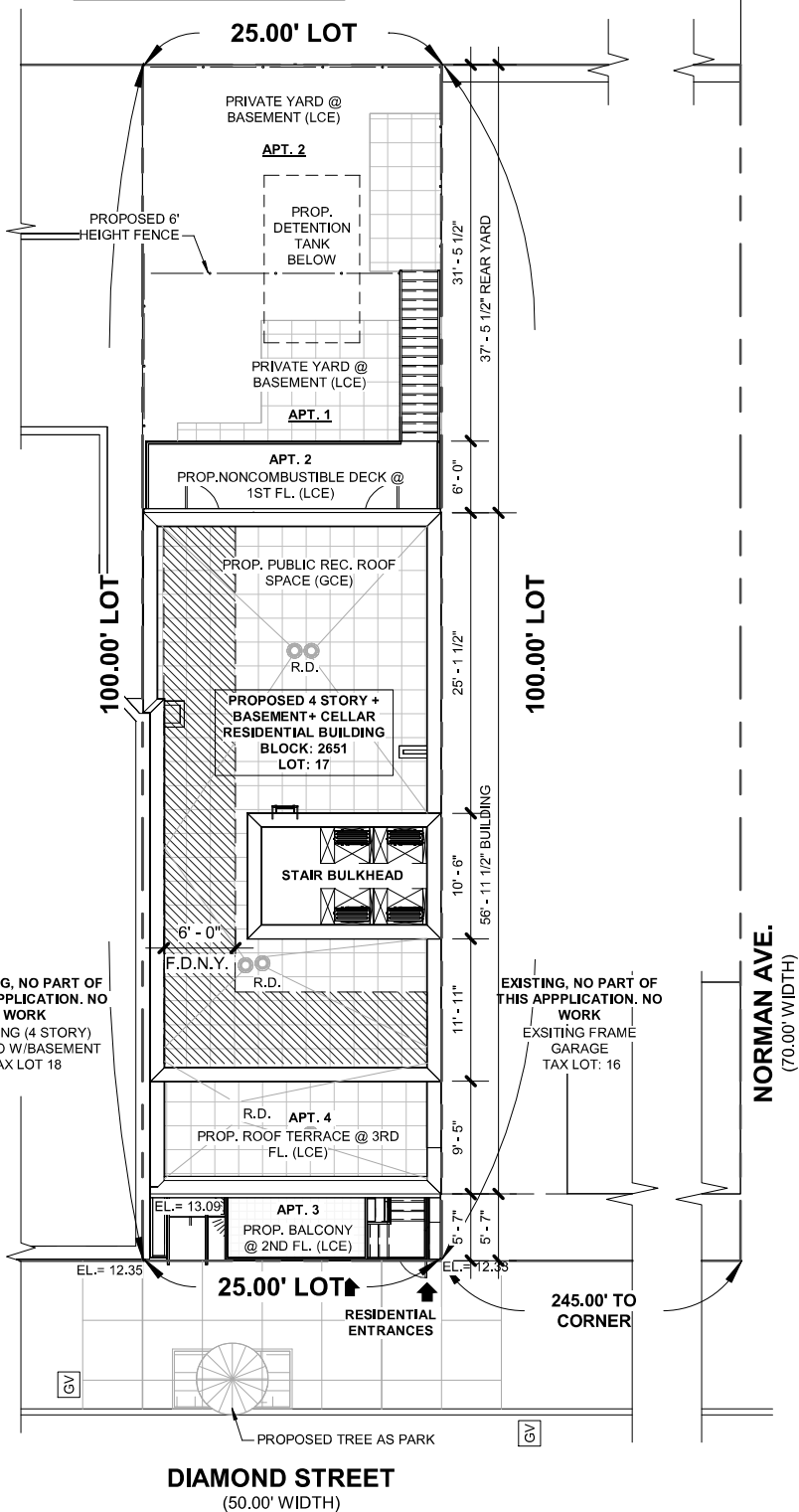
2 Roof Plan
3/32" = 1'-0"



LEGEND	
A.D.	AREA DRAIN
R.D.	ROOF DRAIN
LCE	LIMITED COMMON ELEMENT
GCE	GENERAL COMMON ELEMENTS
NHS	NON-HABITABLE SPACE
	GENERAL COMMON ELEMENTS
	LIMITED COMMON ELEMENTS



NOTE: NO EXISTING AND/OR PROPOSED PARKING AREA

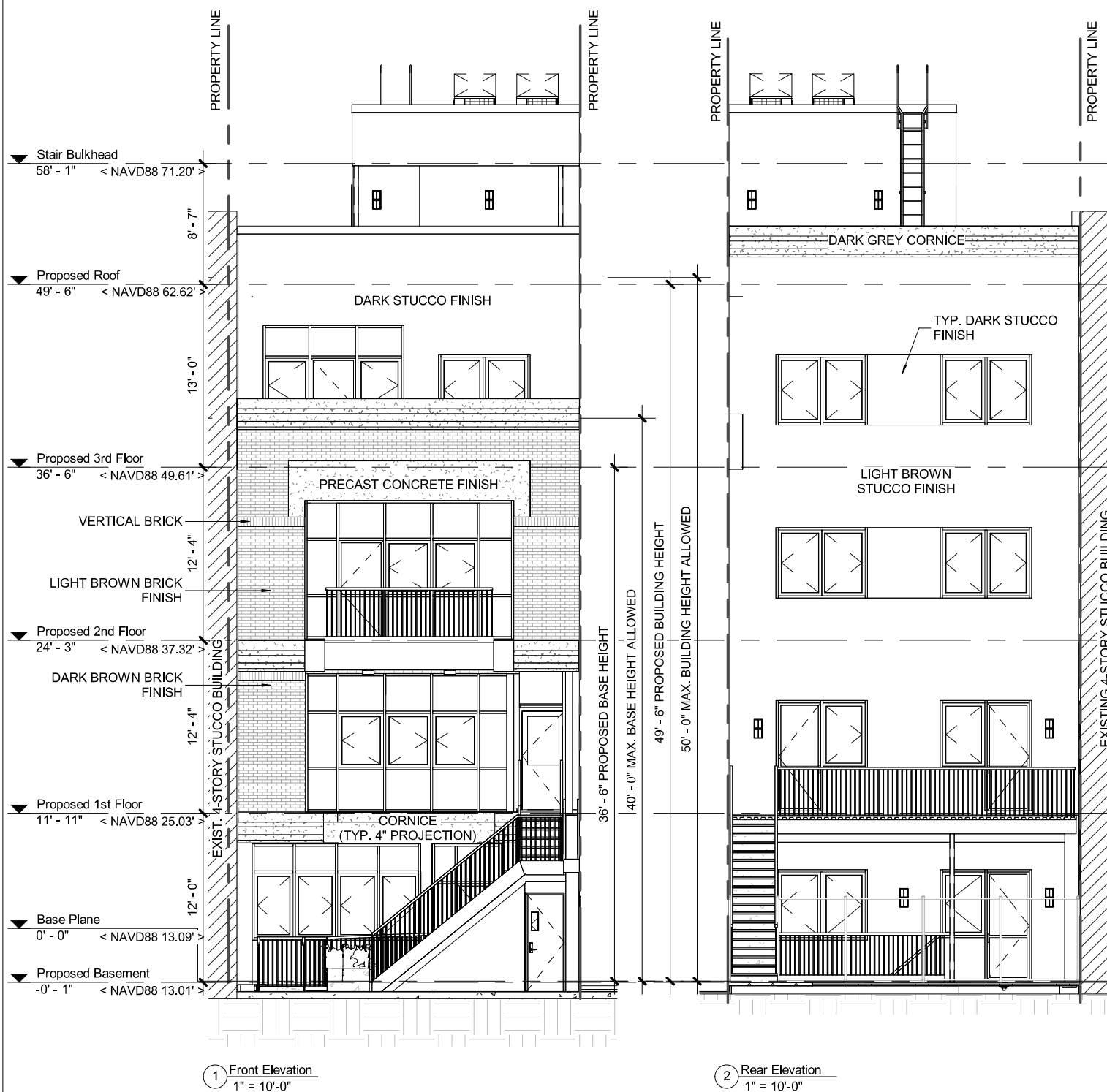


1 Site Plan
1/16" = 1'-0"



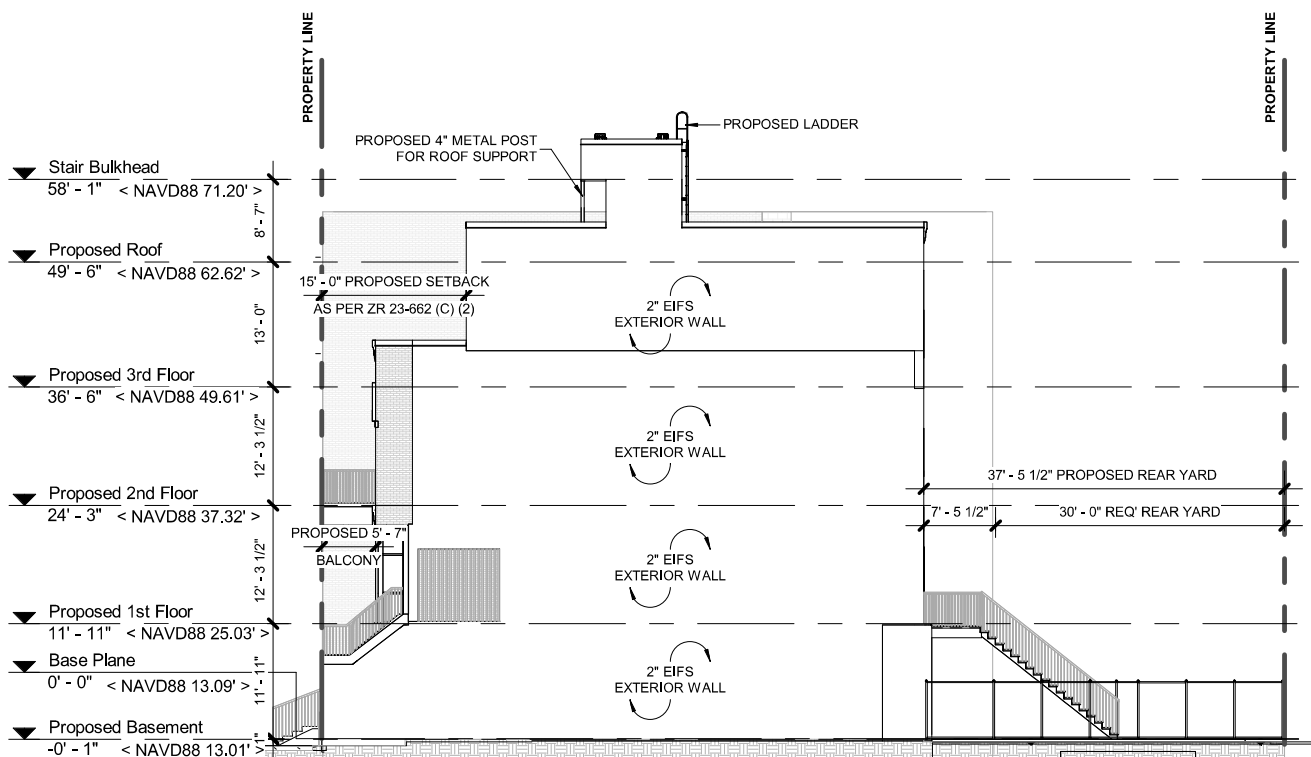
Drawn: VG	Checked: RMS	Title : Site Plan, Roof Plan & Stairbulkhead Plan	Date 07/28/2025	Count
NEVILLE ENGINEERING GROUP 68-42 Springfield BLVD., Oakland Gardens, NY 11364 Phone (516) 822-6770 Email: nevmar10001@yahoo.com		Project : Proposed Condominium development @ 105 Diamond Street, Brooklyn NY 11222	Job # 43113 Scale As indicated	DWG # RE-12.00

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

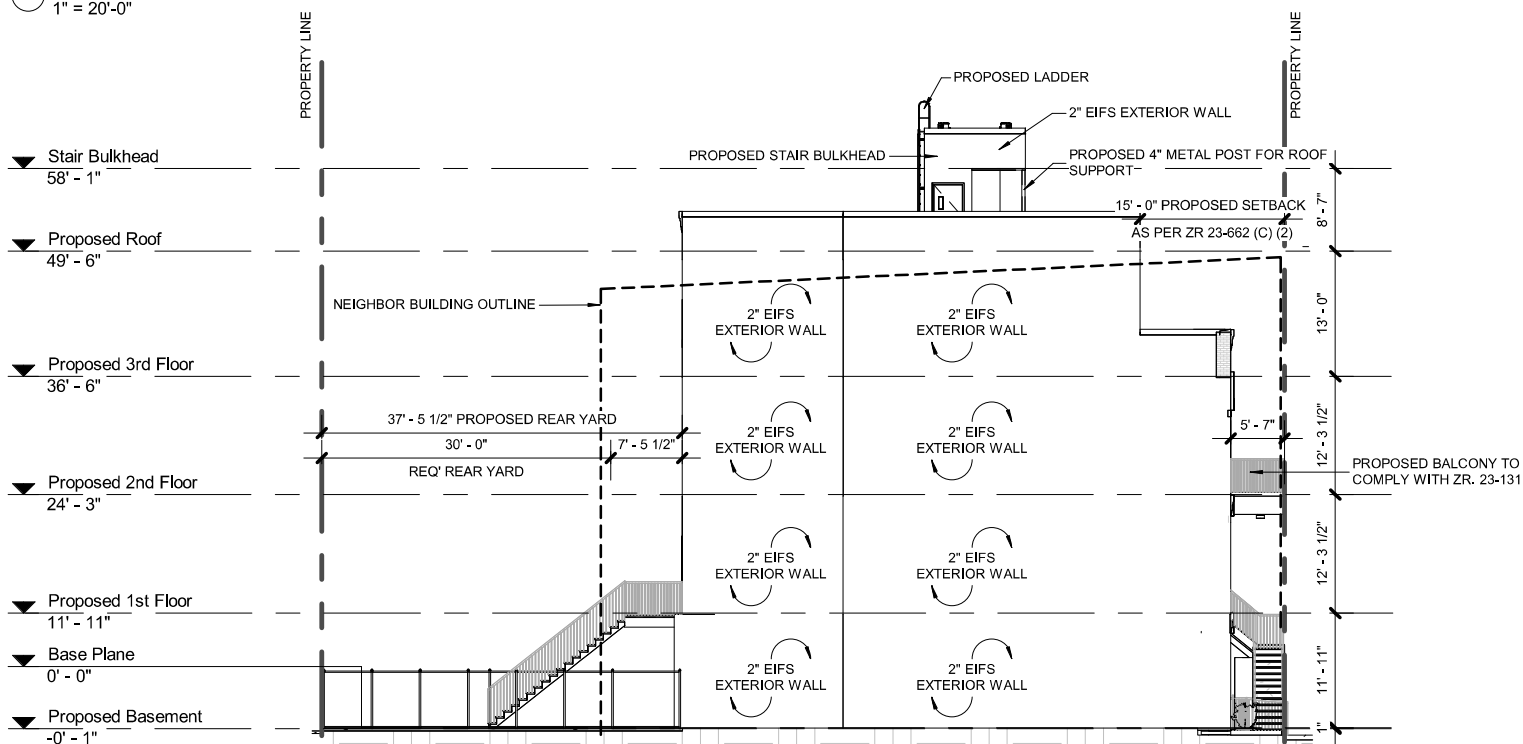


Drawn: VG	Checked: RMS	Title : Elevations	Date 07/28/2025	Count
NEVILLE ENGINEERING GROUP 68-42 Springfield BLVD., Oakland Gardens, NY 11364 Phone (516) 822-6770 Email: nevmar10001@yahoo.com			Job # 43113	DWG # RE-13.00
Project : Proposed Condominium development @ 105 Diamond Street, Brooklyn NY 11222			Scale 1" = 10'-0"	

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



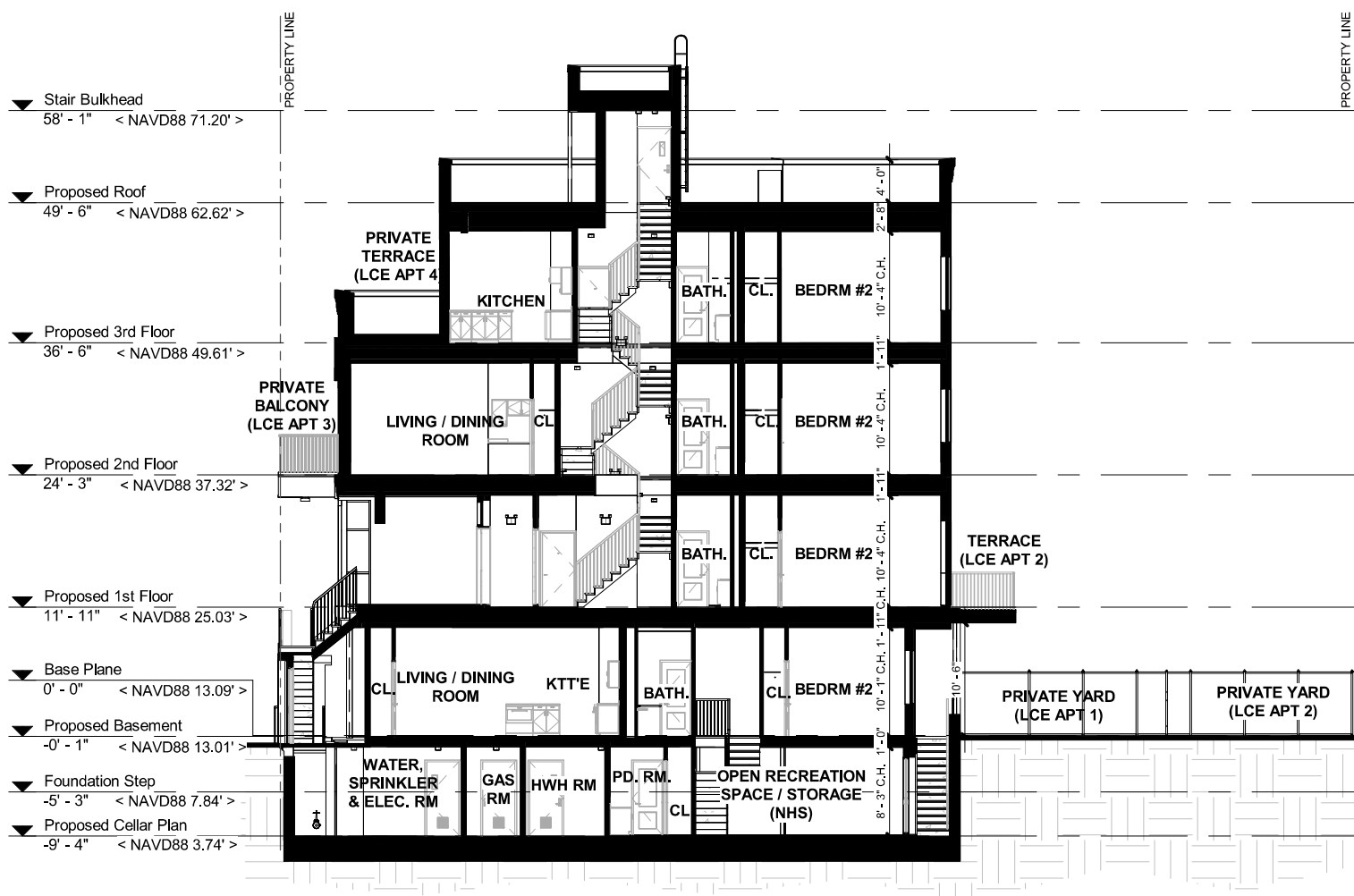
1 West Elevation
1" = 20'-0"



2 East Elevation
1" = 20'-0"

Drawn: VG	Checked: RMS	Title : Elevations	Date 07/28/2025	Count
Project : NEVILLE ENGINEERING GROUP 68-42 Springfield BLVD., Oakland Gardens, NY 11364 Phone (516) 822-6770 Email: nevmar10001@yahoo.com			Job # 43113	DWG # RE-14.00
Proposed Condominium development @ 105 Diamond Street, Brooklyn NY 11222			Scale 1" = 20'-0"	

LEGEND	
CL.	CLOSET
BATH.	BATHROOM
C.H.	CEILING HEIGHT
HWH RM.	HOT WATER HEATER ROOM
LCE	LIMITED COMMON ELEMENT
NHS	NON-HABITABLE SPACE



1 Section
1/16" = 1'-0"

Drawn: VG	Checked: RMS	Title : Section	Date 07/28/2025	Count
NEVILLE ENGINEERING GROUP 68-42 Springfiled BLVD., Oakland Gardens, NY 11364 Phone (516) 822-6770 Email: nevmar10001@yahoo.com		Project : Proposed Condominium development @ 105 Diamond Street, Brooklyn NY 11222	Job # 43113	DWG # RE-15.00
			Scale As indicated	

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

(Condo) - Area Schedule

Room Type	Level	Area
-----------	-------	------

APT. 1

APT. 1	Proposed Basement	1229.0 SF
		1229.0 SF

LCE

YARD	Proposed Basement	583.7 SF
PORCH	Proposed Basement	88.8 SF
		672.5 SF

NHS

APT. 1	Proposed Cellar Plan	739.3 SF
		739.3 SF
Total APT. 1:		2640.8 SF

APT. 2

APT. 2	Proposed 1st Floor	1235.2 SF
		1235.2 SF

LCE

YARD	Proposed Basement	436.1 SF
TERRACE	Proposed 1st Floor	147.0 SF
STORAGE	Proposed Cellar Plan	56.7 SF
		639.8 SF
Total APT. 2:		1875.0 SF

APT. 3

APT. 3	Proposed 2nd Floor	1275.2 SF
		1275.2 SF

LCE

BALCONY	Proposed 2nd Floor	67.0 SF
STORAGE	Proposed Cellar Plan	55.9 SF
		122.9 SF
Total APT. 3:		1398.1 SF

APT. 4

APT. 4	Proposed 3rd Floor	1063.9 SF
		1063.9 SF

LCE

TERRACE	Proposed 3rd Floor	228.3 SF
STORAGE	Proposed Cellar Plan	56.7 SF
		285.0 SF
		1348.9 SF

Grand total

Total APT. 4: 7262.8 SF

Area Schedule (General Common Elements)

Level	Area
-------	------

Proposed Cellar Plan	528.7 SF
Proposed Basement	83.9 SF
Proposed 1st Floor	146.5 SF
Proposed 2nd Floor	115.6 SF
Proposed 3rd Floor	98.6 SF
Proposed Roof	1162.9 SF
Total	2136.2 SF

Area Schedule (Limited Common Elements)

Level	Area
-------	------

Proposed Cellar Plan	169.3 SF
Proposed Basement	1108.6 SF
Proposed 1st Floor	147.0 SF
Proposed 2nd Floor	67.0 SF
Proposed 3rd Floor	228.3 SF
Total	1720.1 SF

Area Schedule (Accessory Storage /Non-Habitable Space)

Level	Area
-------	------

Proposed Cellar Plan	739.3 SF
Total	739.3 SF

LEGEND

LCE	LIMITED COMMON ELEMENT
GCA	GENERAL COMMON AREAS
NHS	NON-HABITABLE SPACE

Drawn: Author	Checked: Checker	Title : Total Summary	Date 07/28/2025	Count
NEVILLE ENGINEERING GROUP 68-42 Springfield BLVD., Oakland Gardens, NY 11364 Phone (516) 822-6770 Email: nevmar10001@yahoo.com		Project : Proposed Condominium development @ 105 Diamond Street, Brooklyn NY 11222	Job # 43113 Scale 1/4" = 1'-0"	DWG # RE-16.00

Bedroom & Bathroom Schedule

Name	Area	Level
------	------	-------

Apt. 1: 2 BEDROOMS & 2.5 BATHROOMS

PD. RM.	30.0 SF	Proposed Cellar Plan
BATHRM #1	46.5 SF	Proposed Basement
BATHRM #2	47.6 SF	Proposed Basement
BEDRM #2	120.0 SF	Proposed Basement
MASTER BEDRM	165.8 SF	Proposed Basement

Apt. 2: 2 BEDROOMS & 2 BATHROOMS

BATHRM #2	47.4 SF	Proposed 1st Floor
BATHRM #1	64.1 SF	Proposed 1st Floor
BEDRM #2	156.5 SF	Proposed 1st Floor
MASTER BEDRM	177.5 SF	Proposed 1st Floor

Apt. 3: 2 BEDROOMS & 2 BATHROOMS

BATHRM #2	46.4 SF	Proposed 2nd Floor
BATHRM #1	64.8 SF	Proposed 2nd Floor
BEDRM #2	156.5 SF	Proposed 2nd Floor
MASTER BEDRM	177.5 SF	Proposed 2nd Floor

Apt. 4: 2 BEDROOMS & 2 BATHROOMS

BATHRM #1	39.1 SF	Proposed 3rd Floor
BATHRM #2	43.6 SF	Proposed 3rd Floor
BEDRM #2	157.0 SF	Proposed 3rd Floor
MASTER BEDRM	160.0 SF	Proposed 3rd Floor

Drawn: Author	Checked: Checker	Title : Bedrm & Bathrm Schedule	Date 07/28/2025	Count
NEVILLE ENGINEERING GROUP 68-42 Springfield BLVD., Oakland Gardens, NY 11364 Phone (516) 822-6770 Email: nevmar10001@yahoo.com		Project : Proposed Condominium development @ 105 Diamond Street, Brooklyn NY 11222	Job # 43113	DWG #
			Scale	RE-17.00

Document 2:

Purchase Agreement

PURCHASE AGREEMENT

between

105 Diamond Street LLC

and

For Unit Number ____ in
The 105 Diamond Street Condominium
105 Diamond Street
Brooklyn, New York 11222

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PURCHASE AGREEMENT

For Unit Number in
The 105 Diamond Street Condominium
105 Diamond Street
Brooklyn, New York 11222

(Please execute in triplicate)

THIS AGREEMENT is made as of _____, 20____ between 105 Diamond Street LLC (hereinafter referred to as the "Sponsor"), having an address at 113B Sutton Street, Brooklyn, New York 11222 and _____(hereinafter called the "Purchaser"), having an address at _____.

Pursuant to Article 36-B of the General Business Law, Sponsor has elected to limit the Housing Merchant Implied Warranty if same shall apply. The Sponsor's Limited Warranty is limited to actual purchasers and their successors whom acquire title to the subject Unit by will or by the governing intestacy laws.

W I T N E S S E T H:

1.Definitions. The following terms shall have the stated meanings ascribed to them:

- (i) "Building" shall mean the structure known as 105 Diamond Street Brooklyn NY 11222
- (ii) "Closing Date", "closing", "closing of title" and words of similar import are used synonymously and mean the settlement of the mutual obligations of the Sponsor and Purchaser under this Purchase Agreement, including the payment to Sponsor of the Purchase Price and the delivery to Purchaser of the deed transferring full ownership (fee simple title) to the Unit on the terms set forth in this Agreement.
- (iii) "Condominium" shall mean the 105 Diamond Street Condominium.
- (iv) "Declaration" shall mean the Declaration of The 105 Diamond Street Condominium establishing ownership of the Property.
- (v) "Equal or Better Quality" Comparable or better quality recognized by industry standards for performance, efficiency, longevity, and/or classifications, as applicable.

(vi) "Interim Lease" Lease entered into between Sponsor and a prospective purchaser to allow for occupancy of a unit for which the purchaser has signed a Contract, for the time between contract signing and title closing.

(vii) "Notice" to Purchaser shall include email transmission to Purchaser or Purchaser's attorney. Seller's attorney may send all notices to Purchaser's attorney and/or Purchaser via email. An email confirmation printout by Seller's attorney showing transmission was complete is sufficient evidence that the email has been transmitted and the notice has been served.

(viii) "Plan" shall mean the Offering Plan to convert the Property to condominium ownership and any Amendments thereto filed prior to the date upon which Purchaser signs this Agreement.

(ix) "Property" shall mean the Building and the land on which it is erected.

(x) "Selling Agent" shall mean Sponsor or a NY licensed real estate broker appointed by Sponsor to market and sell the condominium units.

All other terms included in this Purchase Agreement which are not defined elsewhere herein shall have the meanings ascribed to them in the Plan.

2. Offering Plan and Amendments.

A. Offering Plan. The Offering Plan contains the complete terms of the offer of this unit in the Building. Purchaser acknowledges having received and read the Plan at least three (3) full business days prior to Purchaser's signing this Purchase Agreement. Purchaser hereby adopts, accepts and approves the Plan (including, without limitation, the proposed Condominium Documents contained in Part II of the Plan) and agrees to abide and be bound by the terms and conditions thereof. The Plan is hereby incorporated in this Agreement with the same force and effect as if set forth at length. In the event of any inconsistency or conflict between the provisions of this Agreement and those contained in the Plan, the provisions of the Plan shall govern and be binding. Purchaser acknowledges having had full opportunity to examine all documents, and investigate all statements, made herein and in the Plan.

B. Amendments. Purchaser acknowledges that the Offering Plan may be amended from time to time. Purchaser hereby agrees to abide and be bound by the terms and conditions of any amendments which have been duly filed with the Attorney General's Office as of the date of the Purchase Agreement (including, without limitation, amendments involving any changes, modifications, or updating of the estimated Common Charges, the estimated real estate taxes to be paid by Purchaser, or the "Schedule B--Budget for First Year of Condominium Operation" of The 66 Hope Street Condominium). Any such amendments shall neither excuse Purchaser from performing Purchaser's obligations hereunder nor entitle Purchaser to any offset or credit against the Purchase Price and may be made by Sponsor without Purchaser's consent or approval.

However, any amendment filed before the date of the purchase agreement may entitle purchaser to certain consent rights under applicable law. The terms of any amendment subject to this section that Sponsor intends to submit, or which is pending with the Attorney General will be disclosed in detail in this Purchase Agreement. Notwithstanding the foregoing, the Plan may not be declared effective where there are material changes to the Budget. All duly filed amendments to the Plan are hereby incorporated in this Agreement with the same force and effect as if set forth at length.

C. Smoking Policy. The terms of the Smoke-Free Air Act ("SFAA") will be the smoking policy for the building. Smoking or the use of electronic cigarettes is prohibited in common indoor areas of the building. The common areas include hallways, stairwells, lobbies, and other work areas of the building used by residents, tenants or by maintenance and building personal. In the common indoor areas of the building, building owners must display a sign that says "No smoking or electronic cigarette use.". Smoking and electronic cigarette use is not prohibited in the private dwelling units or apartments or other private residences, except in areas where child day care centers or health care facilities operate and are open or employees are working. Smoking is not prohibited in the outdoor common and limited common areas of the building including but not limited to courtyards, rooftops, balconies and patios and any outdoor areas connected to the dwelling units. This disclosure is in compliance with Local Law 147.

3. Agreement to Purchase and Sell. Purchaser agrees to purchase from Sponsor, and Sponsor agrees to sell to Purchaser, the unit designated as Unit Number ____ (hereinafter called the "Unit") in the Declaration, together with its undivided interest (hereinafter called the "Common Interest") in the Common Elements, on and subject to, the terms and conditions set forth herein.

4. Purchase Price

A. The purchase price for the Unit (exclusive of closing adjustments and costs referred to in Paragraphs 13 and 14 below) is \$ _____ (hereinafter called the "Purchase Price"), which Purchaser agrees to pay to the Sponsor, as follows:

(i) \$ _____ (hereinafter called the "Down Payment") is due on Purchaser's signing and submitting of this Agreement and is to be paid by Purchaser's personal check, receipt of which (subject to collection) is hereby acknowledged by Sponsor;

(ii) \$ _____ (hereinafter called the "Balance"), constituting the balance of the Purchase Price, is due on the delivery to Purchaser of the deed to the Unit and must be paid by Purchaser's personal certified check or official cashier's check, in either event drawn on a bank that is a member of the New York Clearing House Association.

B. Nothing herein contained shall excuse Sponsor from performing those obligations (if any) expressly stated herein or in the Plan or by applicable law or regulation to be performed subsequent to the closing.

C Purchaser is not required to pay the Balance or accept title to the Unit unless concurrently with or prior to closing, all the prerequisites set forth under "Terms of Sale" in Part I of the Plan are met.

THIS PURCHASE AGREEMENT IS NOT CONDITIONED UPON A PURCHASER SECURING SATISFACTORY FINANCING. ANY PROSPECTIVE PURCHASER WHO EXECUTES A PURCHASE AGREEMENT AND DOES NOT OBTAIN FINANCING MAY LOSE HIS DEPOSIT IF HE IS UNABLE TO OTHERWISE RAISE THE MONIES FOR THE BALANCE OF THE PURCHASE PRICE. PROSPECTIVE PURCHASERS WHO WILL NEED FINANCING ARE ADVISED TO CONSULT WITH A LENDING INSTITUTION BEFORE EXECUTION OF A PURCHASE AGREEMENT. NO REPRESENTATION IS MADE BY SPONSOR AS TO THE AVAILABILITY OR COST OF SUCH FINANCING. THE SPONSOR MAY, AT ITS OPTION, CONDITION THE CONTRACT UPON FINANCING, PROVIDED THAT PURCHASER AND SPONSOR BOTH PROPERLY COMPLETE AND INITIAL A SECURED LOAN CONDITION RIDER, THE FORM OF WHICH IS ANNEXED HERETO AS EXHIBIT "B".

SPONSOR IS NOT OBLIGATED TO EXTEND OR ARRANGE FINANCING. NO REPRESENTATION IS MADE THAT BANK FINANCING WILL BE AVAILABLE TO PURCHASER OR AS TO THE AMOUNT, TERMS AND CONDITIONS UPON WHICH SUCH FINANCING MAY BE GRANTED OR THE COST TO OBTAIN SAME.

5. Purchase Monies Held in Trust

A. The law firm of NC Caller, PC, with an address at 4309 13th Avenue, Brooklyn, NY 11219, telephone number 718-438-2525, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Carl Caller and Aryeh Fried. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

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

C. Escrow Account: Escrow Agent has established an escrow account at Dime Community Bank at its branch located at 898 Veterans Memorial Hwy #240, Hauppauge, NY 11788 ("Bank") which is authorized to do business in the State of New York. The escrow account is entitled "NC Caller, P.C. Attorney Escrow Disbursement Account" ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of \$250,000 per deposit. If Purchaser has other accounts at the bank or branches, the assets in all of Purchaser's accounts will be

escrow deposit accounts for the purpose of determining whether the maximum FDIC insured amount is achieved.

D. All Deposits received by Purchaser shall be in the form of checks or wire transfers, and shall be made payable to or endorsed by the Purchaser to the order of "NC Caller, P.C. Attorney Escrow Account", as Escrow Agent.

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

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

G. The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, he or she may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, New York, 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.

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

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

J. The Escrow Agent shall release the Deposit if so directed:

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

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

(3) 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 (1) through (3) 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 (1) through (3) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the clerk of the county where the unit is located and shall give written notice to both parties of such deposit.

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

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

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

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

K. 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, 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 §§ 352e(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. Sponsor agrees that Sponsor and its agents, including any selling agents, shall deliver the Deposit received by them prior to closing of the unit to a designated attorney who is a member of or employed by Escrow Agent, within two (2) business days of tender of Deposit by Purchaser.

P. Sponsor agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-(e)(2-b) and 352-(h) and the New York State Department of Law's regulations.

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

R. Prior to release of the Deposit, Escrow Agent's and disbursements shall neither be paid by Sponsor from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

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

6. Closing Contingent on Plan Being Declared Effective. The respective obligations of Purchaser and Sponsor hereunder are contingent upon the Plan being declared effective. The Plan shall not be declared effective except in accordance with the prerequisites set forth in the Plan, as same may be amended from time to time. Purchaser understands and agrees that the Sponsor shall have the right to abandon the Plan at any time prior to its being declared effective or thereafter, in certain limited cases set forth in the Plan (see the section in the Plan entitled "Effective Date" for full details). The Plan will be abandoned or deemed abandoned if it has not been declared effective within the time limits prescribed in the Plan. Sponsor shall notify Purchaser, in writing or by a duly filed Amendment to the Plan, when the Plan becomes effective or is abandoned.

7. Closing Date and Place. The closing of title shall occur on the date and at the time and place in The City and State of New York as Sponsor shall designate to Purchaser on not less than thirty (30) days' prior written notice. Sponsor shall have the right, from time to time, to adjourn such date and time for closing on written notice to Purchaser. If adjourned, Sponsor shall fix a new date and time for title closing and shall give Purchaser not less than ten (10) business days' prior written notice of the new scheduled date and time for closing. Purchaser may waive this thirty (30) day provision by initialing below.

I hereby waive the provision requiring thirty (30) days Notice of
Closing _____

8. The Deed. At closing, Sponsor shall deliver to Purchaser a Bargain and Sale Deed with covenant against grantor's acts transferring to Purchaser full ownership (fee simple title) to the Unit. The deed shall be substantially in the form reproduced as Document Number 5 in Part II of the Plan and shall be executed and acknowledged by Sponsor in form for recording. Such executed deed shall be delivered immediately to the representative of the title company insuring Purchaser's title (or, if no such representative is present, to Purchaser or Purchaser's attorney).

9. State of Title. Legal ownership to the Unit shall be transferred to Purchaser at closing subject only to the liens, encumbrances and title conditions (hereinafter called the "Permitted Encumbrances") enumerated in Exhibit A to this Agreement. Any other liens, encumbrances, or conditions shall not be an objection to title if: (i) the instrument required to remove it from the record is delivered to said representative of Purchaser's title insurance company (or, if none, to Sponsor's attorney) for recording in the proper office, together with the requisite recording or filing fees; or (ii) Purchaser's title insurance company will insure Purchaser against its collection or enforcement out of the Unit.

10. Title Company Approval. Sponsor shall give marketable title in a form that any member of the New York Board of Title Underwriters will approve and insure, and purchaser shall be obligated to accept the form. The Permitted Encumbrances in the title shall be the liens, encumbrances and conditions affecting title. Sponsor shall not be obligated to satisfy any exceptions to title raised by any title insurance company except for the purchaser's title company insuring this deal.

11. Sponsor's Inability to Convey Title. After the Plan is declared effective, if Sponsor is unable to deliver title to Purchaser in accordance with the provisions of this Agreement, Sponsor will not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever in excess of half of one percent ($\frac{1}{2}\%$) of the total offering price to render title marketable or to remove, cure or comply with any violations of record issued prior to the First Closing, and in such case, Sponsor may abandon the Plan. In no event shall Sponsor be obligated to cure violations of record which are the obligations of tenants to cure or which result from the acts or omissions of tenants, or violations noted with respect to radio or television antennae. Prior to declaring the Plan effective, Sponsor may abandon the plan at any time and for any reason.

12. Purchaser's Remedies. In the event that the Sponsor shall for any reason (except for willful default) be unable to convey and deliver the apartments in accordance with the terms of the Purchase Agreement, (except for any failure to perform any obligation imposed by applicable statute or regulation, or a failure to perform Sponsor's obligations under the Offering Plan) the sole remedy of the purchaser shall be to rescind the Purchase Agreement and be refunded the entire down payment with interest. If the plan is abandoned, Purchaser shall also be refunded any funds given for upgrades or extras. Said deposit shall be returned to Purchaser within ten (10) business days of the notice of cancellation.

Any conflict between the Plan and the Purchase Agreement shall be resolved according to the terms of the Plan.

Purchaser shall be entitled to an offer of rescission if Sponsor is unable to acquire title to the property within twelve months from the date of the purchase agreement.

Nothing contained in the Purchase Agreement or in the Plan shall be construed to waive a purchaser's rights or abrogate Sponsor's obligations under Article 23-A of the GBL.

13. Closing Adjustments.

A. At closing, Sponsor and Purchaser shall apportion, as of midnight of the day preceding the closing:

- (i) real estate taxes (including all prepaid real estate taxes) and assessments, if any, on the basis of the fiscal or calendar year for which assessed, including water charges and sewer rents (if separately assessed) and any escrows for real estate taxes;
- (ii) Common Charges for the month in which title closes; and
- (iii) rent and other charges, if any, pursuant to an Interim Lease or other written agreement for tenancy of the Unit.
- (iv) insurance apportioned to unit for the first year of operations.

The "Customs in Respect of Title Closings" recommended by The Real Estate Board of New York, Inc., as amended to date, shall apply to the adjustments and other matters therein mentioned, except as otherwise provided herein.

B. In the event the Unit has not been separately assessed for the then current fiscal tax year at the time of title closing, the apportionment of real estate taxes shall be based on the Unit's pro-rata share (in proportion to its Common Interest) of the then current real estate taxes assessed against the Property. If the Unit has been separately assessed but the closing occurs before the tax rate is fixed, then the apportionment of real estate taxes shall be based upon the latest tax rate applied to the most recent assessed valuation.

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

D. Installments for tax assessments due after the delivery of the deed, if any, shall be paid by the Purchaser and shall not be considered a defect in title.

14. Purchaser's Closing Costs. At the time of title closing, each Purchaser of a Unit will pay certain closing costs in addition to the legal fees of such Purchaser's counsel and the amount of any net credit in favor of Sponsor resulting from the closing apportionments described above. Such closing costs will include the following, the amounts of which are based on rates in effect on the date of the Plan and are subject to change without prior notice or amendment:

A. Title Fees. If such Purchaser elects to obtain fee title insurance, he or she will pay a premium therefor to his or her title insurance company which will vary depending upon the amount of insurance requested. The premium for fee title insurance (the Purchaser is free to choose any title company), and the rates for recording documents are uniform and will be the same regardless of the title company used, in the amounts of \$773.00 for the first \$100,000.00 of fee insurance plus \$4.36 for each \$1,000.00 or fraction thereof of additional fee insurance up to \$500,000.00. The premium for mortgage title insurance should be \$654.00 for the first \$100,000.00 of insurance plus \$3.64 for each \$1,000.00 or fraction thereof of additional insurance up to \$500,000.00. Reliable Abstract Co., LLC has been retained by the Sponsor to clear any title issues affecting the premises, and to record the condominium declaration and any other documents requiring recording with respect to this offering plan. A copy of the title report will be furnished to the purchaser.

B. Recording Fees. A fee for recording the deed and Unit Owner's Power of Attorney of \$32.00 for each instrument plus \$5.00 per page, together with a service charge to the title company for such recording for a total of approximately \$185.00;

C. Mortgage Fees. If Purchaser obtains a mortgage loan, Purchaser will pay:

- (i) a fee and service charge for recording the mortgage of approximately \$200.00;
- (ii) mortgage recording tax in the amount provided for by law (at the date of the Plan, the tax to the purchaser is 1.8% of the face amount of the mortgage for mortgages under \$500,000.00 and 1.925% of the face amount of the mortgage for mortgages over \$500,000.00). (Note: The Lending Bank pays an additional 0.25%);
- (iii) (a) Purchasers will pay a premium through the title insurance company for the mortgage title insurance policy. In addition, such Purchaser shall pay Sponsor a sum equal to the partial mortgage tax credit to which Purchaser

is entitled under Section 339-ee(2) of the Condominium Act. All such payments shall be made upon execution of the loan documents.

(b) Sponsor at its option may require any purchaser who is obtaining a mortgage to have his lender accept an assignment of a portion of Sponsor's existing mortgage. In such event, Purchaser shall pay to the Sponsor such amount that the Purchaser is saving with respect to the mortgage that the Purchaser would have paid if there was no assignment of mortgage. Accordingly, Purchaser may apply for a mortgage with a lending institution that will accept an assignment of mortgage. Even if Purchaser's lending institution does not accept an assignment of mortgage, Purchaser shall still be obligated to pay to the Sponsor the amount that would have been saved had the lending institution accepted an assignment of mortgage. In the event Sponsor exercises such option, the above paragraph [Paragraph 14, subsection (C)(iii)(a)] regarding the mortgage tax credit will be inapplicable and the Purchaser will not be required to make any payments to the Sponsor in respect to the mortgage tax credit. The severance and assignment portion of the mortgage on the property, as contemplated herein, would not result in any additional risk or cost to the Purchaser. Any severance/assignment transaction will be initiated only after financing has been procured by the Purchaser. Should this transaction fail to take place and result in the loss of Purchaser's financing commitment, then Purchaser will be entitled to an opportunity to obtain new financing, if Purchaser so elects. As a severance/assignment transaction may require additional coordination between lenders, purchaser and seller, it may potentially delay the closing. In such a case, Purchaser shall not be liable for any adjournment.

- (iv) all costs and expenses in connection with such loan in amounts determined by the lender, *i.e.*, application, points, credit report, survey, appraisal, bank's attorney's fees, Residential and Condominium Endorsements (title insurance forms required by banks) and any other fees required by lender. Sponsor makes no representation or warranty as to such closing costs or expenses or as to the availability of such financing.

D. Transfer Tax. Although usually Seller's expense, purchaser shall pay the Real Property Transfer Tax due to The City of New York. This tax is in the amount of 1.425% of the total purchase price of the Unit for units over \$500,000.00 and 1% of the total purchase price for units under \$500,000.00. The Purchaser shall also pay for the New York State Real Estate Transfer Tax (currently \$2.00 per \$500.00, or fractional portion thereof of the purchase price) imposed by statute on transferors of property. There is an additional 1% mansion tax imposed on the Purchaser for transfers of \$1,000,000.00 and over. For purposes of calculating the transfer taxes to be paid, for the New York City Real Property Transfer Tax, consideration includes the transfer taxes paid by the purchaser. However, for the New York State Real Estate Transfer Taxes, in the case of a conveyance of residential real property and where the transfer

tax imposed is to be paid for by the Purchaser, pursuant to a contract for sale, the amount of transfer tax to be calculated will be excluded from the calculation of consideration subject to tax.

- E. Working Capital Fund Contribution. Purchaser will be required to deposit with the Board of Managers two (2) months' estimated monthly common charges for his unit.
- F. Sponsor's Attorney Fees. Purchaser shall be obligated to pay the following fees to sponsor's attorney: (i) \$3,000.00 for services rendered in connection with the recording of the Declaration of the Condominium and the preparation of documents; (ii) \$250.00 for any work in connection with obtaining a mortgage; (iii) \$500.00 if the closing is held at any location other than sponsor's attorney's office at the request of purchaser or its representatives; (iv) \$200.00 per hour if the duration of the closing exceeds two (2) hours due to the fault of purchaser or its representatives; (v) \$200.00 payable to sponsor or sponsor's attorney if e-forms for New York City Real Property Transfer Tax are prepared on the purchaser's behalf.
- G. Defrayment Fee. At closing, each purchaser shall pay to the Sponsor the sum of \$3,000.00 to defray some of the Sponsor's costs of creating the condominium, e.g, architectural costs, filing fees, legal fees and other costs incurred in creating the condominium.

All fees are cumulative to the extent applicable to an individual Purchaser.

15. Rent Security Deposit. If Purchaser is or hereafter becomes a tenant of the Unit pursuant to an Interim Lease or other written agreement, Purchaser's unapplied rent security deposit, if any, will be refunded to Purchaser, together with any interest earned thereon, within thirty (30) days following the closing, provided Purchaser is not in default under Purchaser's lease or tenancy obligations. If the Unit is occupied by someone other than Purchaser, then the unapplied security deposit (if any) of the tenant or occupant will be transferred at closing to Purchaser, who will, upon receipt, sign and deliver to Sponsor an agreement acknowledging the amount received, indemnifying Sponsor from all liability in connection therewith and agreeing to hold such security deposit in trust and to deposit same in an interest bearing bank account pursuant to the provisions of Section 7-103 of the New York General Obligations Law (such agreement to be in form and substance satisfactory to Sponsor). In either event, Sponsor will have the right to deduct from any tenant's security deposit the amount of any rent arrearage owing to Sponsor and to bring an action against the tenant to the extent such rent security is insufficient.

The Purchaser may not occupy the Unit or perform any work in the Unit prior to closing without the prior consent of the Sponsor. In the event the Purchaser occupies the Unit or performs any work in the Unit prior to closing without the prior consent of the Sponsor, such event shall constitute a default under Section 18 of this Agreement.

16. Power of Attorney to Board of Managers and Sponsor. At closing, Purchaser shall execute, acknowledge and deliver to the representative of the title insurance company insuring Purchaser's title to the Unit (or if no representative is present, then to Sponsor's attorney) for

recording in the New York City Register's office of the County of Kings, State of New York, a power of attorney in favor of the Board of Managers relative to purchasing or leasing of Units and in favor of Sponsor relative to amending the Condominium Documents to the extent permitted in the power of attorney. The power of attorney shall be substantially in the form set forth in Document Number 4 in Part II of the Plan. After being recorded, the power of attorney shall be sent to the Condominium Board. Failure to execute a Power of Attorney at closing shall constitute a default under this Purchase Agreement.

17. Transfer Tax Return. At closing, Sponsor and Purchaser shall each duly complete and sign before a Notary Public the transfer tax return required to be filed with The City of New York. The transfer tax return shall be delivered at closing to the representative of Purchaser's title insurance company (or, if none, to Sponsor's attorney) for filing with the proper governmental officer. In accordance with New York State Law, the New York State Real Estate Transfer Taxes shall not be payable, directly or indirectly, by the Purchaser, except as provided for in the Purchase Agreement between Seller and Purchaser (see <https://legislation.nysenate.gov/pdf/bills/2021/S2509C> Part O). As such, and as explicated stated herein, Purchaser shall be responsible for payment of such tax (one percent (1%) of the gross purchase price if under \$500,000.00 and 1.425% if over \$500,000.00).

18. Events of Default

A. The following shall constitute "Events of Default" hereunder:

- (i) Purchaser's failure to pay the Balance on the Closing Date designated by Sponsor pursuant to paragraph 4 herein;
- (ii) Purchaser's failure to duly sign, notarize and deliver at closing the power of attorney pursuant to paragraph 16 above or the New York City transfer tax return pursuant to Paragraph 17 above;
- (iii) If Purchaser is or becomes a tenant of the Building, Purchaser's failure to pay rent or to otherwise comply with Purchaser's lease or tenancy obligations, which results in Purchaser's eviction from Purchaser's Unit (either by voluntary removal or by court order); or
- (iv) If Purchaser occupies the unit or performs any work in the unit prior to closing without the prior consent of the Sponsor;
- (v) The failure to pay, perform or observe any of the Purchaser's other obligations hereunder, which is not cured within fifteen (15) days after the mailing of written notice specifying the nature of such default.

B. Upon the occurrence of an Event of Default, the Sponsor's sole remedy shall be to cancel the Purchase Agreement by sending Purchaser thirty (30) days' prior written notice of its intention to do so. If Sponsor elects to cancel, Purchaser shall have thirty (30) days from the giving of the

cancellation notice within which time Purchaser must cure the specified default. If the default is not timely cured, then Sponsor shall have the right to retain, as and for liquidated damages, the Down Payment (but in no event to exceed ten percent (10%) of the Purchase Price of the it) plus the cost of any special work in the Unit ordered by Purchaser, (hereinafter called the "Liquidated Sum") and any sums in excess thereof (together with any interest earned thereon) shall be returned to Purchaser promptly thereafter. Upon cancellation of this Agreement and making such refund to Purchaser (if any), Purchaser, Sponsor and Selling Agent will be released and discharged of all further liability and obligations hereunder and under the Plan.

Upon cancellation of this Agreement and making such refund to Purchaser (if any), Purchaser, Sponsor and Selling Agent will be released and discharged of all further liability and obligations hereunder and under the Plan. Thereafter, the Unit may be sold to another as though this Agreement had never been made, and without accounting to Purchaser for the proceeds of such sale.

C. In the event a purchaser does not close on the Closing Date set forth in the Notice of Closing, and Sponsor elects not to cancel the Purchase Agreement, or if the Sponsor approves the Purchaser's request to adjourn the closing, interest shall accrue on the unpaid amount of the purchase price from the Closing Date until such amount is paid. The interest rate shall be 10% per annum. This rate shall be in effect for as long as there are any unpaid amounts owing towards the full purchase price.

D. Notwithstanding the occurrence of an Event of Default Sponsor may, in its sole discretion, keep this Agreement in effect and proceed to close title without prejudicing Sponsor's right to recover from Purchaser's damages, losses, costs, expenses and all other lawful sums to which Sponsor is entitled (including, but not limited to, legal fees and costs of collection).

E. If Purchaser is or becomes a tenant of the Building pursuant to an Interim Lease or other written agreement and Purchaser fails to pay rent or otherwise comply with Purchaser's lease or tenancy obligations, or if Purchaser vacates or abandons the leased premises, then such failure, vacating or abandonment (as the case may be) shall constitute a default hereunder entitling Sponsor, at its sole option, to cancel this Agreement, even though Purchaser is not evicted from the leased premises as a result thereof. However, in the event Sponsor elects to so cancel, unless Purchaser is evicted, Sponsor shall refund to Purchaser all monies deposited hereunder together with any interest earned thereon. Upon such refund being made, Sponsor and Purchaser will be released and discharged of all further liability and obligations under this Agreement and the Plan. However, in no event shall Purchaser be released or excused from paying and performing Purchaser's lease or tenancy obligations.

19. Appliances and Equipment

A. The Unit is being sold unfurnished, without window blinds or shades and will contain only the appliances and equipment described above and in the Plan. Furniture, wall coverings, furnishings, decorations, and the like in or about any model Unit are for display purposes only and are not included in this sale. Any floor plans or sketches shown to Purchaser (including those

contained in the Plan) are only approximations of the Unit's dimensions and arrangement, and Purchaser should not rely thereon. Sponsor shall not be liable for immaterial variations from any floor plans or sketches.

B. There will be no modifications or extras unless agreed to in writing by the parties. All modifications and alterations must be approved by Sponsor in writing and, if approved, shall be performed by Sponsor at Purchaser's expenses (payable in the manner to be set forth in an addendum to this Agreement or separate agreement).

20. Construction.

A. The construction of the Building and the Unit, including the materials, equipment and fixtures to be installed therein, shall be in accordance with the Plan and the architectural "plans and specifications" (defined in the Plan), subject to the right reserved by Sponsor to modify and amend the Plan and the "plans and specifications" in order to substitute materials, equipment or fixtures of Equal or Better Quality and design, provided only that the approval of any governmental authorities having jurisdiction thereover and the construction lender are first obtained (if required). Nothing herein contained shall excuse Sponsor from its obligations to correct any defects in construction in accordance with the conditions set forth in the Plan in the section entitled "Rights and Obligations of the Sponsor" within a reasonable time.

B. The construction of the Building and the Unit and the correction of any defects in construction to the extent required under the Plan are the sole responsibility of the Sponsor. Purchaser acknowledges and agrees that Sponsor will not be liable for, and will have no obligation to correct, certain variations from the Plan and "plans and specifications" as indicated in the Plan in subparagraph 2(b) of "Rights and Obligations of Sponsor--Construction Obligations" and will only be responsible to correct any construction defects to the extent, and on the terms and conditions, set forth in subparagraph 2 of "Rights and Obligations of Sponsor: Construction Obligations."

21. Inspection of Units.

At least ten (10) days before the Balance is to be paid, the Selling Agent shall notify the Purchaser that the Unit is ready for inspection. Upon receipt of the notice, Purchaser shall promptly arrange an appointment with the Selling Agent to inspect the Unit before the lapse of such ten (10) day period. Purchaser or his duly authorized agent shall attend such inspection and shall complete, date and sign a written list detailing unfinished items, and deliver same to the Selling Agent at the conclusion of the inspection. Failure of Purchaser either to arrange such appointment or to inspect the Unit within ten (10) days of receipt of said notice or to produce a punch list, shall not excuse Purchaser from paying the Balance when due and shall constitute Purchaser's full acceptance of the Unit. However, nothing herein shall relieve Sponsor of its obligations as set forth in the "Rights and Obligations of Sponsor -- Construction Obligations" as set forth in the offering plan.

22. Possession; Risk of Loss

A. Unless Purchaser now resides in the Unit, Purchaser shall not be entitled to occupy the Unit until the deed is delivered to Purchaser at closing. Sponsor may, in its discretion, grant Purchaser possession of the Unit prior to the closing under an Interim Lease.

B. A person in possession who is not an owner cannot insure the building since he or she has no ownership interest, and the unit cannot be double insured. As such, if Purchaser is given possession of the Unit prior to Closing under an Interim Lease or otherwise, the Purchaser shall be solely responsible for any damage to, or loss or other condition in the Unit not covered by insurance resulting from Purchaser's use or occupancy, and Sponsor shall not be obligated to make any repairs to the Unit or its installations. However, until closing Sponsor will remain responsible to make those repairs required of it as a landlord under any existing or interim lease and, after closing, the Condominium Board will be responsible to make those repairs required of it under the Condominium Documents.

C. If during Purchaser's occupancy the Unit is damaged by casualty or otherwise, the Purchaser shall assume the risk of loss and the obligation to repair the damage in excess of insurance proceeds available to the Sponsor prior to the First Closing and to the Board thereafter, unless the cause thereof originated outside the Unit and did not result from the acts of Purchaser or other occupants of the Unit or Purchaser's guests, invitees or workmen. If Purchaser is obligated to repair the damage, then Purchaser's failure to make such repair shall not excuse Purchaser from paying the Balance and accepting delivery of the deed.

D. Except as provided in the preceding subparagraph C, all other risk of loss prior to closing in excess of insurance proceeds has been assumed by Sponsor, but without any obligation or liability of Sponsor to repair the damage or restore the Unit. If Sponsor or (in the event the Declaration is filed) the Unit Owners elect to repair or replace the loss or damage, this agreement shall continue in full force and effect, Purchaser shall not have the right to reject title to the Unit or to receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time to complete or to permit the Board to complete such repairs or replacements. Purchaser shall not be required to pay the Balance unless and until (i) the Unit has been repaired to as near as reasonably possible to its condition immediately prior to the casualty and (ii) its essential services (such as gas, electricity, and heat) and a reasonable means of ingress and egress to the street have been restored. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss, shall belong entirely to Sponsor (subject to the rights, if any, of the Board or other Unit Owners) and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt turn them over to Sponsor. The provisions of the preceding sentence shall survive the closing.

E. In the event Sponsor notifies Purchaser that it does not elect to repair or restore the Unit or if the Unit Owners do not resolve to make such repairs or restoration pursuant to the Condominium's By-Laws, this Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited hereunder, without interest (unless interest is earned), whereupon the parties shall be released and discharged from all obligations and

liability hereunder and under the Plan, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall retain the Liquidated Sum pursuant to Paragraph 19 above.

23. No Representation. Purchaser acknowledges that Purchaser has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or others, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners or the estimated Common Charges and estimated real estate taxes for the Unit, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other data, except as may be specifically represented herein or in the Plan; Purchaser having relied on Purchaser's own examination and investigation thereof. No person has been authorized to make any representations on behalf of Sponsor. No oral representations or statements shall be considered a part of this Agreement. Purchaser agrees (a) to purchase the Unit, without offset or any claim against, or liability of, Sponsor, whether or not any layout or dimension of the Unit or any part thereof, or of the Common Elements, as shown on the Floor Plans, is accurate or correct, provided the layouts and dimensions conform substantially to such Floor Plans and (b) that Purchaser shall not be relieved of any obligations hereunder by reason of any minor inaccuracy or error. The provisions of this Paragraph shall survive the closing of title.

24. Notices. All notices, elections, consents, demands and communications (collectively called "notices" or individually called "notice") shall be delivered personally or given in writing by registered or certified mail, return receipt requested, postage prepaid, and, if sent to Purchaser, addressed to Purchaser at Purchaser's address given in the preamble to this Agreement and, if sent to Sponsor, addressed to the Sponsor.

Notice to Purchaser shall also be satisfied by email transmission to Purchaser or Purchaser's attorney. Seller's attorney may send all notices to Purchaser's attorney and/or Purchaser via email at the following address(es): _____. An email confirmation printout by Seller's attorney showing transmission was complete is sufficient evidence that the email has been transmitted and the notice has been served.

25. Broker. Purchaser represents to Sponsor that the Selling Agent is the only broker or sales agent with whom Purchaser has dealt in connection with this transaction. Sponsor agrees to pay the commission due the Selling Agent pursuant to separate agreement. Purchaser agrees that should any claim be made against Sponsor for commissions by any broker, other than the Selling Agent, on account of any acts of Purchaser or of Purchaser's representatives, Purchaser will indemnify and hold Sponsor free and harmless from any and all liabilities and expenses in connection therewith, including (without limitation) reasonable legal fees and disbursements. The provisions of this Paragraph 25 shall survive the closing.

26. No Lien; Agreement Subject to Mortgage

A. No lien or encumbrance shall arise against the Property or the Unit as a result of this Agreement or any monies deposited hereunder. This Agreement shall not be recorded and any purported recordation hereof by Purchaser shall constitute an Event of Default.

B. In furtherance and not in limitation of the provisions of the preceding paragraph A, Purchaser agrees that the provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgages heretofore or hereafter made and any payments or expenses already made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent without the execution of any further legal documents by Purchaser. Sponsor shall, at its option, either satisfy such mortgages or obtain a release of the Unit and its undivided interest in the Common Elements from the lien of such mortgages on or prior to the Closing Date unless Purchaser assumes such mortgages. The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit and its undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchase Price or performing all of Purchaser's other obligations hereunder or be the basis of any claim against, or liability of, Sponsor, provided that any such mortgage is subordinated to the Declaration and the Unit is released from the lien of such mortgage at closing.

27. Entire Agreement. This Purchase Agreement, together with the Plan, as the Plan may be amended from time to time, constitutes the entire agreement between the parties as to the subject matter hereof and supersedes all prior understandings and agreements.

28. Joint Purchasers. The term "Purchaser" shall be read as "Purchasers" if more than one person are purchasers, in which case their obligations shall be joint and several.

29. Liability of Sponsor. Sponsor shall be excused from performing any obligation or undertaking provided for in this Agreement for so long as such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, sabotage, inability to procure or general shortage of energy, labor, equipment, facilities, materials, or supplies in the open market, failure of transportation, strike, lock-out, action of labor unions or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor. Sponsor's time to perform such obligation or undertaking shall be tolled for the length of the period during which such performance was excused.

30. Further Assurances. Either party shall execute, acknowledge and deliver to the other party such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

31. Severability. If any provision of this Agreement or the Plan is invalid or unenforceable as against person or under certain circumstances, the remainder of this Agreement or the Plan and the applicability of such provision to other persons or circumstances shall not be affected thereby.

Each provision of this Agreement or the Plan, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by law.

32. Strict Compliance. Any failure by Sponsor to insist upon strict performance by Purchaser of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, irrespective of the number of violations or breaches which may occur, and Sponsor, notwithstanding any failure, shall have the right thereafter to insist upon strict performance by Purchaser of any and all of the provisions of this Agreement to be performed by Purchaser.

33. Governing Law. The provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the Laws of the State of New York.

34. Arbitration. In order to resolve any dispute, controversy, claim or question arising with respect to the Condominium (with the exception of disputes arising under the Housing Merchant Implied Warranty) or the Purchase Agreement, or to break any deadlock in voting, the parties shall submit such dispute or question to arbitration through the American Arbitration Association (“AAA”), which will give any party the rights he is entitled to under New York law. The arbitration proceeding will follow the rules of the AAA, who will designate an arbitrator who will be neutral and independent of the Sponsor and its principal. The hearing will take place in the county where the building is located. The parties to the purchase agreement are giving up the right to bring suit in court, including the right to a trial by jury, concerning disputes over the disposition of escrowed funds, except as provided by the rules of the arbitration forum in which a claim is filed. The decision of the arbitrators so chosen shall be given within thirty (30) days after their selection or appointment, and said decision shall be final and binding. A party’s ability to have a court reverse or modify an arbitration award is very limited. The ability of the parties to obtain documents, witness statements and other discovery may be more limited in arbitration than in court proceedings. The arbitrators may not have to explain the reason for their award. Unlike litigation, New York law does not authorize the filing of a notice of pendency based on ongoing arbitration proceedings. The fees, costs and expenses of the arbitrators shall be shared equally by the disputants. Each disputant shall also bear the fees and expenses of his or her own counsel and expert witnesses. The rules of the AAA can be found on their website: <http://www.adr.org>. Nothing contained in this paragraph shall be construed to preclude any purchaser’s rights under Article 23-A of the GBL.

The Board shall follow the directions of the Arbitrators. The panel will have the authority to file their decision with the Court under the New York Arbitration Law and Article 75 of the CPLR. Any decision rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in a court of competent jurisdiction. The decision shall be enforceable in a court of competent jurisdiction. If the arbitration proceeding concerns an escrow dispute under the purchase agreement, the deposit shall not be released from escrow until at least 90 days has elapsed from the issuance of a final arbitration award. If the purchaser brings a proceeding pursuant to CPLR §7511 to vacate the award, the funds must remain in escrow until that proceeding is finally adjudicated.

35. Gender. A reference in this Agreement to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires.

36. Certain References. The term "herein", "hereof" or "hereunder" or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used. Unless otherwise stated, all references herein to Paragraphs, subparagraphs or other provisions are references to Paragraph, subparagraphs or other provisions of this Agreement.

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

38. Successors and Assigns. The provisions of this Agreement shall bind and inure to the benefit of Purchaser and Purchaser's heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of Sponsor and its successors and assigns.

39. No Oral Changes. This Agreement cannot be changed nor any provision waived orally. ANY CHANGES OR ADDITIONAL PROVISIONS OR WAIVERS MUST BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES.

40. Acceptance of Purchase Agreement

A. On or prior to Purchaser's signing and delivering this Purchase Agreement, Purchaser agrees (if requested) to complete, sign and deliver to the Selling Agent an application form furnished by Sponsor. Such application shall be used to determine Purchaser's qualification to purchase and own the Unit, but does not constitute a reservation or binding obligation on either the applicant or Sponsor.

B. The submission of such application or this Purchase Agreement to Purchaser does not constitute a binding obligation on either Purchaser or Sponsor. No such binding obligation shall arise until duplicates of this Purchase Agreement are executed by, and delivered to, both Purchaser and Sponsor (or Sponsor's duly authorized agent). If, within five (5) days after the Selling Agent receives this Purchase Agreement signed by Purchaser, a duplicate of this Agreement signed by Sponsor or its authorized agent is not sent or delivered to Purchaser, then it shall be deemed rejected and of no force or effect, and all monies paid by Purchaser shall be refunded within ten (10) business days thereafter, with interest. Upon such refund being made, neither party shall have any further rights, obligations or liabilities hereunder with respect to the other. Sponsor has the right, without incurring any liability, to reject this Agreement without cause or explanation to Purchaser. This Agreement may not be rejected due to Purchaser's sex, race, creed, color, national origin, ancestry, disability, marital status or other ground proscribed by law.

41. Purchase Agreement Not Conditioned on Financing. Purchaser may partially finance the purchase of this unit by obtaining a mortgage loan for the purchase price. However, notwithstanding Exhibit B annexed hereto, the obligations of purchaser under this Purchase Agreement are not conditional on the purchaser's obtaining financing. Any prospective purchaser who executes a Purchase Agreement and does not obtain financing may lose his or her deposit if he or she is unable to otherwise raise the monies for the balance of the purchase price. Prospective purchasers who require financing are advised to consult with a lending institution before execution of a Purchase Agreement. No representation is made by Sponsor as to the availability or cost of such financing.

42. Agreement Not Assignable; Binding Effect. This Purchase Agreement is not assignable without the consent of the Sponsor. Sponsor and its agents shall 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.

This Purchase Agreement shall bind and apply to Purchaser and Purchaser's executors, administrators, legal representatives, heirs, successors and permitted assigns.

[Signatures to follow on next page]

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

Purchaser:

Purchaser's Address: _____

Accepted and Agreed to:
105 Diamond Street LLC

Escrow Terms Agreed To:
NC Caller, PC

By: _____
Date Accepted: _____

By: _____

EXHIBIT A
Permitted Encumbrances

1. Building restrictions and zoning laws and other regulations, resolutions and ordinances and any amendments thereto now or hereafter adopted by any governmental or quasi-governmental authority having jurisdiction.
2. State of facts which an accurate survey or personal inspection of the Land would show, provided such facts would not prevent the use of the Unit for dwelling purposes nor render title unmarketable.
3. The terms, burdens, covenants, restrictions, conditions, easements, and rules and regulations, all set forth in the Declaration, the By-Laws (and the Rules and Regulations made thereunder), the Power of Attorney from Purchaser to the Condominium Board and Sponsor and the Floor Plans, all as may be amended from time to time.
4. Consents by Seller or any former owner of the Land for the erection of any structure or structures on, under or above any street or street on which the Land may abut.
5. Any easement or right of use in favor of handicapped persons or any easement or right of use in favor of any utility company for electricity, steam, gas, telephone, water, or other service, and the right to construct, use, maintain, repair, and replace all utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles, connections and other equipment and facilities on, under and across the Land and Building.
6. Revocability of licenses for vault space, if any, under the sidewalks and streets and the lien of any unpaid vault tax (which is to be paid by the Condominium Board).
7. Encroachments of shrubbery, stoops, areas, steps, doors, ledges, window sills, trim, copings, retaining walls, bay windows, balconies, sidewalk elevators, fences, fire escapes, cornices, foundations, footings, chutes, fuel oil lines, drainage and stand pipes, sewerage pipes, air-conditioning units, canopies, ramps, and similar projections, if any, on, over, or under the Property or the streets or sidewalks or property abutting the Property and the rights of governmental authorities and adjoining property owners to require the removal of any such projections and variations between record lines of the Property and retaining walls and the like, if any.
8. Leases and service, maintenance, employment, concessionaire and license agreements, if any, of other Units or portions of the Common Elements.
9. The lien of any unpaid Common Charge, real estate tax, water charge or sewer rent, provided the same are adjusted at the closing of title.

10. The lien of any unpaid assessment payable in installments (other than assessments levied by the Condominium Board), except that Sponsor shall pay all such assessments due prior to the Closing Date and Purchaser shall pay all assessments due from and after such date (however, the then current installment shall be adjusted at closing).
11. Any encumbrance as to which the title insurance company which insures Purchaser's title to the Unit would be willing, in a fee policy issued by it to Purchaser, to insure Purchaser that such encumbrance (a) will not be collected out of the Unit if it is a lien and (b) will not prevent the use of the Unit for dwelling purposes.
12. Any lease covering the Unit.
13. Certificate of Occupancy to be issued covering the unit if required.
14. Any violations against the Property (other than the Unit) which are the obligation of the Condominium Board or another Unit Owner to correct, provided the same does not affect the health or safety of the unit owner.
15. Standard exceptions contained in the form of fee title insurance policy then issued by the title insurance company insuring the Purchaser's title to the Unit.
16. Any matters of record which do not prohibit the use of the premises.

EXHIBIT B
TERMS OF SECURED LOAN CONDITION RIDER

THE TERMS SET FORTH IN THIS SECURED LOAN CONDITION RIDER SHALL APPLY, AT SELLER'S SOLE OPTION, ONLY IF AGREED TO BY THE SPONSOR IN THE SPACE PROVIDED BELOW. PURCHASER'S SIGNATURE ALONE DOES NOT EFFECTUATE THIS SECURED LOAN CONDITION RIDER.

THIS RIDER IS ANNEXED TO AND FORMS A PART OF THE PURCHASE AGREEMENT, DATED _____, BETWEEN 105 DIAMOND STREET LLC, SELLER, AND _____, AS PURCHASER, RELATIVE TO THE SALE OF UNIT _____ AT 105 DIAMOND STREET, BROOKLYN, NEW YORK.

A. Contingency Period and Terms of Loan. The obligations of Purchaser hereunder are conditioned upon issuance on a date which is on or before forty-five (45) days from date the Purchaser receives an executed Purchase Agreement ("Mortgage Contingency Expiration Date"), of a written commitment from any Institutional Lender (which shall include a mortgage banker and broker) pursuant to which such Institutional Lender agrees to make a first mortgage loan to Purchaser, at Purchaser's sole cost and expense, of an amount equal to 75% of the purchase price or such lesser sum as Purchaser shall be willing to accept, or such other sum as to which the parties may agree, at prevailing interest rates for a term of at least thirty (30) years and on other customary commitment terms, whether or not conditional upon any factors other than an appraisal satisfactory to the Institutional Lender.

B. Application Procedure. Within two (2) weeks of receipt of the fully executed Purchase Agreement, Purchaser must make a mortgage application. Within seven (7) business days thereafter, Purchaser must provide Seller and/or Seller's attorney with the name and address of the bank or mortgage broker to which application has been made. Purchaser shall authorize the mortgage broker or lending institution to talk directly to Seller's attorney regarding the status of the mortgage application. Failure to send such notice, after receiving written notice from the Seller, will be considered to be a waiver of the mortgage contingency.

C. Purchaser's Responsibilities. Upon making an application pursuant to this section, Purchaser shall: (1) furnish accurate and complete information regarding Purchaser and members of Purchaser's family, as required, (2) pay all fees, points and charges required in connection with such application and loan, which may include the appraisal, credit checks, and origination fees, (3) pursue such application with diligence, and (4) cooperate in good faith with such Institutional Lender to obtain such commitment. Purchaser shall comply with all requirements of such commitment (or of any other commitment accepted by Purchaser) and shall furnish Seller with a copy thereof promptly after receipt.

D. Failure to Obtain Commitment. The purchaser will have the right to terminate the Purchase Agreement and be refunded all monies deposited thereunder, without interest, and unexpended sums for special work ordered in the event:

(1) an institutional lender fails, through no fault of the purchaser, to issue its commitment on the terms described above within 45 days (or such other period as the Sponsor may permit, in Sponsor's sole discretion), provided the purchaser gives notice of termination not later than five (5) business days after the expiration of the aforementioned period. In such event, if Seller has reasonably determined there is a high probability that Purchaser will be approved for a mortgage commitment with equal or better terms than those applied for under the original commitment, the Seller may, at its option within fifteen (15) days after receipt of the notice of rejection or expiration of the contingency period, whichever the case may be, cause Purchaser to submit an application together with the required fees to another Institutional Lender and Purchaser shall be required to accept the commitment under the same terms and conditions as stated above. The terms of such commitment will be equal to or better than the terms originally sought by the purchaser; or

(2) the commitment issued by the lender is not funded by the closing through no fault of the purchaser, provided the purchaser gives notice of termination no later than ten (10) days before the scheduled closing.

E. Failure to Notify. If Purchaser fails to give timely notice of cancellation in accordance with paragraph (iii)(a), then Purchaser shall be deemed to have waived the right to cancel the contract and to receive a refund of the Deposit and unexpended sums for special work ordered by reason of the contingency contained in this Rider. The contract will remain in full force and effect and the mortgage contingency will no longer apply. In addition, Seller may, at its option, cancel the contract and thereafter neither party shall have any further rights against or obligations or liabilities to, the other by reason of this contract, and upon cancellation the down payment and unexpended sums for special work ordered shall be promptly refunded to Purchaser.

F. Lapse in Commitment. Provided that the purchaser complies with all of the terms of this section, if the financing commitment lapses or expires prior to closing and the purchaser has made a good faith effort to extend the commitment, the Sponsor will grant to purchaser a right of rescission and a reasonable period of time to exercise such right.

SELLER:

By: _____ Purchaser

Purchaser

EXHIBIT C
SPONSOR'S LIMITED WARRANTY

THE 105 DIAMOND STREET CONDOMINIUM

THIS LIMITED WARRANTY HAS BEEN FORMED IN ACCORDANCE WITH ARTICLE 36-B OF THE GENERAL BUSINESS LAW, OTHERWISE KNOWN AS THE HOUSING MERCHANT IMPLIED WARRANTY. THIS LIMITATION SHALL APPLY IN THE EVENT ARTICLE 36-B APPLIES.

EFFECTIVE DATE OF THIS LIMITED WARRANTY

The effective date of this limited warranty is the earlier of the (i) date that purchaser shall first take possession of the Unit or (ii) the date of delivery of the condominium unit deed to the purchaser.

SPONSOR'S LIMIT ON MAXIMUM LIABILITY

THIS LIMITED WARRANTY REPLACES ALL OTHER WARRANTIES ON THE CONSTRUCTION AND SALE OF THE UNIT AND ALL COMPONENTS THEREOF, BOTH EXPRESS AND IMPLIED (INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). THE PURPOSE OF THIS LIMITATION IS TO IDENTIFY THE SELLER'S RESPONSIBILITIES FOR LATENT CONSTRUCTION DEFECTS THAT COULD NOT HAVE DISCOVERED OR DISCLOSED BY AN INSPECTION OF THE UNIT.

THIS LIMITED WARRANTY EXCLUDES ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL AND INDIRECT DAMAGES.

1. THOSE COVERED UNDER THIS LIMITED WARRANTY

This Limited Warranty extends to the purchaser named on page 1 of this purchase agreement and its successors whom acquire title to the Unit by will or intestacy. This Limited Warranty does not extend to subsequent owners, possessors, lessees, mortgagees in possession of the Unit or any person(s) or entity(ies) who may succeed to the rights of the herein purchaser.

2. LIMITED WARRANTY IS GIVEN BY SPONSOR

This Limited Warranty is made solely by the Sponsor of this condominium, whose name appears on page 1 of this purchase agreement.

3. PURCHASER'S OBLIGATION TO INSPECT THE UNIT

Purchaser assumes and undertakes the responsibility to inspect the Unit prior to acquisition of title and prior to occupancy. Any defects discovered upon inspection or which may be

discovered by an inspection of the Unit shall be reported to the Sponsor prior to closing of title or will be deemed waived indefinitely.

4. COVERAGE

The Warranty period for all of the following coverages begins on the effective date of this Warranty set forth herein above.

(i) For one (1) year, the home must be free from defects caused by workmanship or materials that do not meet the standards of the applicable building code; for items not covered by code, the construction must be in accordance with locally accepted building practices.

(ii) For two (2) years, the plumbing, electrical, heating, cooling and ventilation systems must be free from defects caused by unskillful installation.

(iii) For six (6) years, the home must be free from physical defects in the structural elements (foundation, floors, walls, roof framing).

Not Covered by the Housing Merchant Implied Warranty:

(i) A defect not caused by defective workmanship, materials or design.

(ii) Defects in items sold with the home, such as stoves, refrigerators, air conditioners, etc. There are implied warranties from the manufacturers of such goods which are described in other laws.

5. EXCLUSIONS FROM COVERAGE

(1) The Sponsor's Limited Warranty excludes all consequential, incidental, special damages and indirect damages.

(2) The Sponsor's Limited Warranty does not cover defects in appliances, fixtures, equipment and household items, except defects due to improper installation by the Sponsor.

(3) The Sponsor's Limited Warranty is limited to actual purchasers and their successors whom acquire title to the subject Unit by will or by the governing intestacy laws.

(4) The Sponsor's Limited Warranty does not cover any defects for any labor or in any work or materials ordered directly by any purchaser from Sponsor's sub-contractors, suppliers, or any independent contractor not engaged in any non-delegable duty(ies).

(5) In addition, the following items are not covered by the Sponsor's Limited Warranty:

(a) conspicuous defects and any defects which an inspection of the Unit would reveal;

- (b) damage caused by the failure of the purchaser or any affiliate thereof, to comply with the requirements of the Sponsor's Limited Warranty or of any requirements imposed by a manufacturer, supplier of appliances, fixtures, equipment or household items;
- (c) damage caused by the misuse, overuse, or interference by purchaser or anyone other than the Sponsor or its employees or delegates;
- (d) any additional damage caused by the failure of purchaser to give adequate notice to the Sponsor of any defects or damage in a timely fashion as provided in the Sponsor's Limited Warranty;
- (e) any damage caused by changes, alterations or improvements made to the Unit by anyone other than the Sponsor or its employees or delegates;
- (f) any damage caused by purchaser's failure to adequately maintain and preserve any item or property covered under the Sponsor's Limited Warranty;
- (g) any loss or damage caused by or stemming from an accident, catastrophe, unnatural forces due to violence or gross negligence, fire, explosion, smoke, motor vehicles, acts of God, lightening, windstorm, hail, flood, earthquake, soil movement, and changes in the underground waterbase;
- (h) any loss or damage caused by seepage of water unless such loss or damage is directly related to a construction defect resulting from construction by the Sponsor;
- (i) any damage resulting from purchaser's failure to take timely action to mitigate any pre-existing damages;
- (j) any condition resulting from normal wear and tear or from normal settling of the building, including but not limited to, concrete cracks, outer building cracks which do not impair the structural stability of the building;
- (k) insects, vermin, rodent damage and infestation, or damage caused by other animals or pests;
- (l) death, bodily injury or damage to personal property;
- (m) damage which arises from any misuse or unauthorized use of the Unit.

6.NOTICE

Purchasers must give notice of defects in their home in writing no later than thirty (30) days after the end of the warranty period.

7.SPONSOR'S OBLIGATIONS IN THE EVENT OF A DEFECT COVERED UNDER THIS WARRANTY

If a defect occurs in an item covered under this warranty, the Sponsor will make a good faith effort to repair, replace or pay the purchaser the reasonable cost of repairing or replacing the defective item(s) within ninety (90) days after Sponsor's inspection of the alleged defect which discloses an actual defect covered under this limited warranty. The Sponsor reserves the sole right and discretion to replace, repair or furnish payment for any defect.

Repair of any damage to the load bearing portions of the Unit or Building will be limited to that which is necessary to restore their load bearing functions.

COMPLETION AND DELIVERY OF NOTICE OF WARRANTY CLAIMS WITHIN THIRTY (30) DAYS AFTER THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD IS NECESSARY TO PROTECT THE RIGHTS OF THE PURCHASER UNDER THIS LIMITED WARRANTY. ALL TIME PERIODS FOR SAID COVERAGES ARE OF THE ESSENCE AND WILL NOT BE EXTENDED BY THE SPONSOR.

SELLER:

By:_____

Purchaser

Purchaser

Document 3:

New York State

Tax Forms

For conveyances of real property, or interest therein, located in New York City, you must use Form TP-584-NYC.

**Combined Real Estate Transfer Tax Return,
Credit Line Mortgage Certificate, and
Certification of Exemption from the
Payment of Estimated Personal Income Tax**

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A – Information relating to conveyance

Grantor/Transferor ☐ Individual ☐ Corporation ☐ Partnership ☐ Estate/Trust ☐ Single member LLC ☐ Multi-member LLC ☐ Other	Name (if individual, last, first, middle initial) (☐ mark an X if more than one grantor)	Social Security number (SSN)
	Mailing address	SSN
	City State ZIP code	Employer Identification Number (EIN)
	Single member's name if grantor is a single member LLC (see instructions)	Single member EIN or SSN
Grantee/Transferee ☐ Individual ☐ Corporation ☐ Partnership ☐ Estate/Trust ☐ Single member LLC ☐ Multi-member LLC ☐ Other	Name (if individual, last, first, middle initial) (☐ mark an X if more than one grantee)	SSN
	Mailing address	SSN
	City State ZIP code	EIN
	Single member's name if grantee is a single member LLC (see instructions)	Single member EIN or SSN

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County

Type of property conveyed (mark an **X in applicable box)**

- 1 ☐ One- to three-family house
2 ☐ Residential cooperative
3 ☐ Residential condominium
4 ☐ Vacant land
5 ☐ Commercial/industrial

- 6 ☐ Apartment building
7 ☐ Office building
8 ☐ Four-family dwelling
9 ☐ Other _____

Date of conveyance

month	day	year

Percentage of real property
conveyed which is residential
real property _____ %
(see instructions)

**Condition of conveyance
(mark an **X** in all that apply)**

- | | | |
|---|--|--|
| a. ☐ Conveyance of fee interest | f. ☐ Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F) | i. ☐ Option assignment or surrender |
| b. ☐ Acquisition of a controlling interest (state percentage acquired _____ %) | g. ☐ Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G) | m. ☐ Leasehold assignment or surrender |
| c. ☐ Transfer of a controlling interest (state percentage transferred _____ %) | h. ☐ Conveyance of cooperative apartment(s) | n. ☐ Leasehold grant |
| d. ☐ Conveyance to cooperative housing corporation | i. ☐ Syndication | o. ☐ Conveyance of an easement |
| e. ☐ Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E) | j. ☐ Conveyance of air rights or development rights | p. ☐ Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part 3) |
| | k. ☐ Contract assignment | q. ☐ Conveyance of property partly within and partly outside the state |
| | | r. ☐ Conveyance pursuant to divorce or separation |
| | | s. ☐ Other (describe) _____ |

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B, Part 1 \$ _____		
	Schedule B, Part 2 \$ _____		

Schedule B – Real estate transfer tax return (Tax Law Article 31)

Part 1 – Computation of tax due

1
Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an X in the Exemption claimed box, enter consideration and proceed to Part 3)

☐
Exemption claimed

2.

2
Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)

2.

3
Taxable consideration (subtract line 2 from line 1)

3.

4
Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3

4.

5
Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)

5.

6
Total tax due* (subtract line 5 from line 4)

6.

Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

1
Enter amount of consideration for conveyance (from Part 1, line 1)

1.

2
Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)

2.

3
Total additional transfer tax due* (multiply line 2 by 1% (.01))

3.

Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an X in all boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

a
Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada)

a
☐

b
Conveyance is to secure a debt or other obligation

b
☐

c
Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance

c
☐

d
Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts

d
☐

e
Conveyance is given in connection with a tax sale

e
☐

f
Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F

f
☐

g
Conveyance consists of deed of partition

g
☐

h
Conveyance is given pursuant to the federal Bankruptcy Act

h
☐

i
Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property

i
☐

j
Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment

j
☐

k
Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim)

k
☐

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

This is to certify that: *(mark an X in the appropriate box)*

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
 2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - a ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - b ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - c ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - d ☐ The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Note: for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

 - e ☐ Other *(attach detailed explanation)*.
3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - a ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - b ☐ A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
 4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. *(Make check payable to county clerk where deed will be recorded.)*

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Grantor signature_____
Title_____
Grantee signature_____
Title_____
Grantor signature_____
Title_____
Grantee signature_____
Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an **X** in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

Part 1 – New York State residents

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

Part 2 – Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an **X** in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

Exemption for nonresident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- ☐
 The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ to _____ (see instructions).

DateDate
- ☐
 The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- ☐
 The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Document 4:
Form of Unit Owner's
Power of Attorney

UNIT OWNER'S POWER OF ATTORNEY

The 105 Diamond Street Condominium

Any terms used in this Unit Owner's Power of Attorney that are used (a) in the Declaration establishing a plan for condominium ownership of the premises known as The 105 Diamond Street Condominium and by the street number 105 Diamond Street, Brooklyn, New York 11222, under Article 9-B of the Real Property Law of the State of New York, dated _____, and recorded in the Kings County office of the Register in The City of New York (hereinafter referred to as "Declaration"), or (b) in the By-Laws of The 105 Diamond Street Condominium (hereinafter referred to as the "By-Laws") attached to, and recorded together with, the Declaration, shall have the same meanings in this Unit Owner's Power of Attorney as in the Declaration or the By-Laws.

The undersigned, _____, the owner of the Condominium Unit (hereinafter referred to as the "Undersigned's Unit") known as Unit No. _____ in The 105 Diamond Street Condominium, said Unit being designated as Tax Lot 17 in Block 2651 of the Borough of Brooklyn on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans, do hereby irrevocably nominate, constitute and appoint the persons who may from time to time constitute the Condominium Board, true and lawful attorneys-in-fact for the undersigned, coupled with any interest, with power of substitution, in their own names, as members of the Condominium Board or in the name of their designee (corporate or otherwise), on behalf of all Unit Owners, in accordance with the Unit Owner's respective Common Interests, subject to the provisions of the By-Laws then in effect, (1)(a) to acquire or lease any Unit, together with its Appurtenant Interests, from any Unit Owner desiring to sell, convey, transfer, assign or lease the same, (b) to acquire any Unit, together with its Appurtenant Interests, whose owner elects surrender the same pursuant to the terms of paragraph (C) of Section 6.2 of the By-Laws, (c) to acquire any Unit, together with its Appurtenant Interests, that becomes the subject of a foreclosure or other similar sale, on such terms and (with respect to any transfer pursuant to the terms of subdivision (a) or (c) of this paragraph) at such price or at such rental, as the case may be, as said attorneys-in-fact shall deem proper, and thereafter to convey, sell, lease, mortgage, or otherwise deal with (but not vote the interest appurtenant to) any such Unit so acquired by them, or to sublease any Unit so leased by them, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in said premises that the undersigned could do if the undersigned were personally present and (2) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Condominium that the Condominium Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning, resolution, or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Condominium or (b) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the Condominium or the Common Elements, that the Condominium Board deems necessary or appropriate.

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

IN WITNESS WHEREOF, the undersigned have executed this Unit Owner's Power of Attorney as of the day of , 20

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

On the day of in the year 20 , before me, the undersigned, a notary public in and for said state, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) acted, executed the instrument.

Notary Public

POWER OF ATTORNEY

to

CONDOMINIUM BOARD OF
THE 105 Diamond Street CONDOMINIUM

Premises:

Unit No. _____

105 Diamond Street
Brooklyn, New York 11222

County: Kings

Block: 2651

Lot: 17

Record and return to:

N.C. Caller, P.C.
4309 13th Avenue
Brooklyn, NY 11219
718-438-2525

Document 5:
Form of Condominium Unit
Deed

CONDOMINIUM UNIT DEED

THIS INDENTURE, made the _____ day of _____, 20____ by and between 105 DIAMOND STREET LLC with an address at 113B Sutton Street Brooklyn NY 11222 (hereinafter referred to as the "Grantor"); and _____ with an address at _____ (hereinafter referred to as the "Grantee").

W I T N E S S E T H:

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

ALL OF THE PROPERTY DESCRIBED IN "SCHEDULE A"
ANNEXED HERETO, KNOWN AS CONDOMINIUM UNIT NO. _____ IN
THE 105 DIAMOND STREET CONDOMINIUM,
105 DIAMOND STREET, BROOKLYN, NEW YORK 11222

TAX BLOCK 2651, F/K/A LOT 17, N/K/A LOT _____

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

Together with, and subject to, the rights, obligations, easements, restrictions, agreements and other provisions set forth in the Declaration and the By-Laws of The 105 Diamond Street Condominium, as the same may be amended from time to time (hereinafter referred to as the "By-Laws"), all of which shall constitute the covenants running with the Land and shall bind any person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein;

Together with an easement for the continuance of all encroachments by the Unit on any adjoining units or Common Elements now existing as a result of construction of the Building, of which may come into existence hereafter as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building or of the Unit, after damage or destruction by fire or other casualty, or any taking in condemnation or eminent domain proceeds, or by alteration or repair to the Common Elements made by or with the consent of the board of Managers, so that any such encroachment may remain as long as the units stand.

Subject also to such other liens, agreements, covenants, easements, restrictions, consents and other matters of record as pertain to the Unit, to the Land and/or to the Building (which Land and Building are hereinafter collectively referred to as the "Property").

TO HAVE AND TO HOLD the same unto the Grantee, and the heirs or successors and assigns of the Grantee, forever.

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, or if any provision that is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if

the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of Article 17 of the Declaration shall control.

Except as otherwise specifically permitted by the Board (as such term is defined in the Declaration) or provided in the Declaration or in the By-Laws, the Unit is intended for residential use.

The Grantor covenants that the Grantor has not done or suffered anything whereby the Unit has been encumbered in any way whatever, except as set forth in the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws).

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

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

The Grantee has examined the Unit and is purchasing the same in its existing condition.

This conveyance is made in the regular course of business actually conducted by the Grantor.

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

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

GRANTOR:
105 Diamond Street LLC

GRANTEE:

BY:

STATE OF NEW YORK)
COUNTY OF KINGS)

On the day of in the year , before me, the undersigned, a notary public in and for said state, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) acted, executed the instrument.

Notary Public

SCHEDULE A
DESCRIPTION OF THE UNIT

The Condominium Unit (hereinafter referred to as the "Unit") known as Unit No. __ in the building (hereinafter referred to as the "Building") known as The 105 Diamond Street Condominium and by the street number 105 Diamond Street, Borough of Brooklyn, County of Kings, City and State of New York, said Unit being designated and described as Unit No. _____ in a certain declaration dated _____ made pursuant to Article 9-B of the Real Property Law of the State of New York (hereinafter referred to as the "Condominium Act"), establishing a plan for condominium ownership of the Building and the land (hereinafter referred to as the "Property") upon which the Building is situate (which Land is more particularly described in Description of the Land, below, and by this reference made a part hereof), which declaration was recorded in the Kings County office of the Register of The City of New York as Condominium Plan No. _____ on _____ as Document ID No. _____, City Register File No. _____, together with Map No. _____. This Unit is also designated as Tax Lot _____ in Block 2651 of the Borough of Brooklyn on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of the Building, certified by Alberto Roman of AR-TECH Engineering, P.C., and filed with the Real Property Assessment Department of The City of New York as Condominium No. _____.

Together with an undivided _____% interest in the Common Elements (as such term is defined in the Declaration) and situated on the land described as follows:

DESCRIPTION OF THE LAND

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, known and designated on the Tax Map of the City of New York, for the Borough of Brooklyn, as and by Section 9 Block 2651 Lot 17 as the same existed on 2/4/64.

BEGINNING at a point on *the* westerly side of Diamond Street distant 245 feet southerly from the corner formed by the intersection of the westerly side of Diamond Street with the southerly side of Norman Avenue;

THENCE westerly parallel with Norman Avenue 100 feet to the center line of the block

THENCE southerly along the said center line of the block and parallel with diamond street,
25 feet

THENCE easterly parallel with Norman Avenue 100 feet to the westerly side of diamond
street

THENCE northerly along the westerly side of diamond street, 25 feet to the point or place
of **BEGINNING**

being and intended to be the same premises conveyed by deed in reel 5106 page 1539

CONDOMINIUM UNIT DEED

GRANTOR:

105 Diamond Street LLC
113B Sutton Street Brooklyn Ny 11222

GRANTEE:

to

Premises:

Unit No. _____

105 Diamond Street
Brooklyn, New York 11222

County: Kings

Block: 2651

Lot:

Record and return to:

NC CALLER PC
4309 13th Avenue
Brooklyn, New York 11219
718-438-2525

Document 6: Declaration of Condominium

DECLARATION

Establishing a Plan for Condominium Ownership
of the Premises known as

105 Diamond Street
Brooklyn, New York 11222

Pursuant to Article 9-B of the Real Property
Law of the State of New York

Name:

The 105 Diamond Street Condominium

Declarant:

105 DIAMOND STREET CONDOMINIUM LLC
113b Sutton Street Brooklyn NY 11222

Date of Declaration:

Record & return to:

NC Caller, PC
4309 13th Avenue
Brooklyn, New York 11219

The land affected by the within instrument lies in Block 2651
formerly known as Lot 17 and now known as
Lots through inclusive on the
Tax Map of the Borough of Brooklyn,
City and State of New York

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EXHIBIT D

BY-LAWS

*

* Reproduced in full in as Document Number 7

DECLARATION OF THE 105 DIAMOND STREET CONDOMINIUM

Pursuant to Article 9-B of the Real Property Law of the State of New York

105 DIAMOND STREET CONDOMINIUM LLC , 113B Sutton Street, Brooklyn, New York 11222 (the "Declarant"), hereby declares as follows:

Article 1 – Definitions

All capitalized terms used in this Declaration that are not otherwise defined in the Articles hereof shall have the meanings set forth in Exhibit C hereto, unless the context in which the same are used shall otherwise require. All capitalized terms used in this Declaration that are defined in any of the Articles hereof shall have the meanings ascribed to them in such Articles, unless the context in which the same are used shall otherwise require. Each of the said capitalized terms shall be applicable to singular and to plural nouns, and to verbs of any tense.

Article 2 - Submission of the Property

Declarant hereby submits the land ("Land") hereinafter described, together with the building and improvements thereon erected ("Building") owned by Declarant in fee simple absolute (the Land and Building referred to collectively as the "Property"), to the provisions of Article 9-B of the Real Property Law of the State of New York (the "Condominium Act").

Article 3 - Description of the Land

Included in the Property described in Article 2 is all that certain plot, piece, and parcel of land described in Schedule A annexed hereto and made a part hereof (the "Land"). The land is located in the Borough of Brooklyn, County of Kings, in the City and State of New York, and designated on the Tax Map of Kings County as Block 2266 formerly known as Lot 45 and being designated herein as Lots through , inclusive.

Article 4 - Description of the Building

Included in the Property described in Article 2 is the Building, which will be newly constructed and, when completed, will consist of 6 stories plus a cellar and roof will contain four (4) residential units as well as hallways, vestibules, corridors and other service, utility and mechanical areas. The principal materials of which it is constructed are block, brick, wood and steel.

Article 5 - Name of the Condominium

The Property shall be designated and known as "The 105 Diamond Street Condominium."

Article 6 - The Units

A. Exhibit B annexed hereto sets forth the following data with respect to each Unit necessary for the proper identification thereof: (i) designation number; (ii) tax lot number; (iii) its approximate location in the Building; (iv) its approximate area; (v) the number of rooms contained therein; (vi) the portions of the Common Elements to which such Unit has immediate access; and

(vii) the Common Interest appurtenant to such Unit. The precise location and areas of each Unit within the Building and all of the areas and installations which are included as part of the Units are shown on the Floor Plans of the Building, certified Robert M Scarano, R.A, intended to be filed in the Office of the City Register simultaneously with the recording of this Declaration and are made a part of this Declaration. The Floor Plans shall govern in the event of any inconsistency between the written part of the Declaration and the Floor Plans.

B. Statement of Dimensions. Dimensions of the Units shown on the Floor Plans reflect the approximate interior dimensions of each unit. Accordingly, they measure to the outside face of the masonry work at the exterior walls of the building and approximately to the non-unit side of the walls and partitions (dividing the units from corridors, stairs and mechanical spaces). Dimensions shall be to the centerline when a partition divides two units.

No Unit Owner shall be deemed to own the structural walls, supporting columns, pipes, wires, conduits or other public lines running through the Unit which are utilized for or serve more than one (1) Unit. Any area and/or installation which is designated on the Floor Plans as part of a Unit shall be considered as part of said Unit. Vertically, each unit consists of the space between the upper face of the subfloor and the upper face of the dry wall ceiling.

C. Notwithstanding anything contained in this Article to the contrary, each Unit Owner shall have the right, exercisable at any time and from time to time, to install, at such Unit Owner's sole cost and expense, such decorations, fixtures and coverings (including, without limitation, painting, finishing, wall papering, carpeting, pictures, mirrors, shelving and lighting fixtures) on the surfaces of the walls, ceilings and floors that face the interior of the Unit and to a depth of one inch behind such surfaces for the purposes of installing nails, screws, bolts and the like, provided that no installation shall impair the structural integrity of such Unit or of the Building.

Article 7 - The Common Elements

The Common Elements are made up of the general common elements and the limited common elements.

A. General Common Elements. The general common elements consist of the Land and those rooms, areas and corridors and other portions of the Building (other than Units), as well as those Facilities therein, either currently or hereafter existing for the common use of the Units or of the Unit Owners or necessary for, or convenient to, the existence, maintenance, management, operation, or safety of the Property. Without intention to limit the generality of the foregoing in any respect, and unless otherwise provided for in the Floor Plans, General Common Elements include the following:

- (i) The Land not specifically designated to any of the Units on the Floor Plans.

(ii) foundations, columns, beams, supports, girders, exterior walls, interior walls, partitions, floors, roofs and ceilings in, on or under the Building, to the extent that same are not expressly included as a part of a Unit pursuant to the terms of Article 6 hereof;

(iii) all vestibules, stairs, elevators, mechanical and electrical equipment spaces, to the extent that the same are not expressly included as a part of a Unit pursuant to the terms of Article 6 hereof;

(iv) All central and appurtenant installations and facilities for services such as power, light, telephone, gas, sewer, plumbing, drainage, hot and cold water distribution, ventilation, garbage disposal, and other mechanical and electrical systems to the extent that the same are not expressly included as a part of a Unit pursuant to the terms of Article 6 hereof, if any.

(v) All sewer and drainage pipes.

(vi) All other parts of the Property and all apparatus and installations existing in the Buildings or Premises for common use of the Unit Owners or which are, or may be necessary or convenient for the existence, maintenance or safety of the Buildings.

B. Limited Common Elements.

(i) Limited Common Elements are those common elements to which a specific unit or unit owner has exclusive right to use. In this Condominium, the limited common elements are the porches, balconies, and roof allocated to the units as shown on the floor plans.

(ii) Unit Owners' right to make alterations, additions or improvements to the Limited Common Elements shall be subject to the provisions of Article 9 which shall also govern alterations, additions, or improvements allocated to the Units.

C. The Common Elements shall remain undivided and are not subject to partition nor are they severable from the Units except in accordance with The Condominium Act (Article 9-B of the Real Property Law), or as expressly permitted pursuant to Section 5.5 of the By-Laws.

Article 8 - Determination of Common Interests

In accordance with Section 339-i(1)(iv) of the New York State Condominium Act, the Common Interests of each of the Units have been allocated upon floor space, subject to the location of such space and the additional factors of relative value to other space in the condominium, the uniqueness of the unit, the availability of common elements for exclusive or shared use, and the overall dimensions of the particular unit.

Article 9 - Use of Units

As more particularly set forth in the By-Laws, each Unit may be used in accordance with the use permitted by local law and zoning regulations and the Certificate of Occupancy, and not more than one family may occupy a Unit at once. A Unit owned or leased by an individual, corporation, partnership, fiduciary, or any other entity may be occupied only by said individual, or by an officer, director, stockholder, or employee of such corporation, or by a partner or employee of such partnership, or by said fiduciary (including directors, officers, stockholders, or employees of corporate fiduciaries and partners or employees of partnership fiduciaries), or by the beneficiary of said fiduciary, or by a principal or employee of such other entity, respectively, or by Family Members or guests of any of the foregoing (and nothing contained in this sentence shall be deemed to prohibit the exclusive occupancy of any Unit by such Family Members or guests).

Article 10 - Easements for the Enjoyment of Common Elements

Subject to the terms of the By-Laws and the Rules and Regulations, Sponsor, the Unit Owners, the Selling Agent, the Managing Agent, the Board and all officers, partners, employees, agents, guests, invitees, appointees and licensees of the foregoing shall have, in common with all of the others, an easement for ingress and egress through, as well as for the use and enjoyment of, all of the Common Elements, and the Common Elements shall be subject to such easement. Notwithstanding the foregoing, however, no Person shall use or enjoy the Common Elements except in accordance with the reasonable purposes for which they are intended and without encroaching upon the rights of other Persons to do so.

Article 11 - Other Easements

A. Subject to the terms of the By-Laws and Rules and Regulations, each Unit Owner shall have, in common with all other Unit Owners, an easement to use any of the Common Elements, and all pipes, wires, ducts, cables, conduits, public utility lines and all other utility distribution systems, whether or not Common Elements, located in, over, under, through, adjacent to, or upon any other Unit or the Common Elements to the extent that such Common Element and utility distribution system serves, or is necessary to the service of, his or her Unit, and each Unit and all of the Common Elements shall be subject to such easement. In addition, each Unit Owner shall have a reasonable right of access through any other Unit for the purpose of entry to any part of his Unit where there is no other means of access to such part of his Unit or Limited Common Elements allocated to his Unit. In addition, the Board shall have an easement and a right of access to each Unit and to Common Elements to inspect the same, to remove violations therefrom and to install, operate, maintain, repair, alter, rebuild, restore and replace any of the Common Elements located in, over, under, through, adjacent to, or upon the same, and each Unit and the Common Elements shall be subject to such easement and right of access. The easements and the rights of access granted in this paragraph shall be exercised in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. Such entry shall be permitted only upon reasonable notice, except that no such notice shall be necessary in the event of repairs or replacements immediately necessary or required for the preservation or safety of the Building, for the safety of the occupants of the Building or other persons, or to avoid the suspension of any necessary service in the Building. Each unit may maintain or replace its porches or balconies.

B. The Board shall have, on behalf of all Unit Owners, the right to grant such additional electric, gas, steam, cable television, telephone, water, storm drainage, sewer and other utility easements in, or to relocate any existing utility easements to, any portion of the Property as the Board shall deem necessary or desirable for the proper operation and maintenance of the Building or any portion thereof or for the general health or welfare of the owners, tenants and occupants of the appropriate Units; provided, however, that the grant of such additional utility easements, or the relocation of existing utility easements, shall not unreasonably interfere with the use of the Units for their permitted purposes. Any utility company, as well as its officers, employees and agent, shall have the right of access to each Unit and to the Common Elements in furtherance of such easement. However, such right of access shall be exercised in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes.

C. Each unit and the Common Elements shall have easements of subjacent support and necessity, and the same shall be subject to such easements in favor of all of the other Units and the Common Elements.

D. If (i) any portion of the Common Elements now encroaches upon any Unit or upon any other portion of the Common Elements, (ii) any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or (iii) any such encroachment shall hereafter occur as a result of (x) the settling or shifting of the Building, (y) any repair or alteration made to the Common Elements in accordance with the terms of this Declaration and the By-Laws, by, or with the consent of, the Board, or (z) any repair or restoration made to the Building or any portion thereof, to any Unit, or to the Common Elements in accordance with the terms of this Declaration and the By-Laws after damage by fire or other casualty or after any taking by condemnation or eminent domain proceedings, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same for so long as the Building or the affected Unit or Common Elements shall stand.

E. In addition, a right of access is hereby granted to the unit owners, their successors, heirs and assigns, for the purpose of gaining access to the following areas: common areas; mechanical areas of the building, including but not limited to the boiler room, storage room, meter room or any other facility to which each such unit owner has a right of use; or to any area of the property that such Unit Owner has a right to use as part of his Unit or as a Common Element. However, the right shall only be exercised in a reasonable manner.

F. In addition to the specific easements set forth in this Declaration, the Property and shall be subject to all easements and rights of access prescribed in the Condominium Act.

Article 12 - Alterations, Addition, Improvements and Changes to Units

Each Unit Owner shall have the right to (i) make alterations, additions, or improvements inside his unit; (ii) make alterations, additions, or improvements in the interior of to any part of the property allocated to his unit; and (iii) change the layout of his unit; provided, however, that, with respect

to any such alteration, addition, improvement or change in, to, of or upon a Unit: (1) no physical modification shall be made to any other Unit, and the Common Interest or interior dimensions of any other Unit shall not be changed by reason thereof, unless the owner of such other affected Unit shall consent thereto; (2) the Unit Owner shall agree to hold the Condominium Board and all other Unit Owners harmless from any liability arising therefrom; (3) such alteration, addition, improvement or change shall not jeopardize the soundness or structural integrity of any part of the Building or the safety of any tenant or other persons at the Property; and (4) such alteration, addition, improvement or change shall not commence until the final certificate of occupancy is procured.

In the event that any unit is subdivided, the subdivided units shall jointly exercise and share the vote and the percentage of common interest allocated to the original unit.

Article 13 - Acquisition of Units by the Condominium Board

If (i) any Unit Owner surrenders his or her Unit, together with its Appurtenant Interests, to the Board pursuant to the terms of the By-Laws or of Section 339-x of the Condominium Act or (ii) the Board, pursuant to the terms of the By-Laws or otherwise, either (x) acquires or leases a Unit, together with its Appurtenant Interests or (y) purchases a Unit, together with its Appurtenant Interests, at a foreclosure or other similar sale, then, in any such event, title or the leasehold estate, as the case may be, and to such Unit and such Appurtenant Interests shall be held by the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Common Interests. Any lease or sublease of any Unit leased or subleased by the Condominium Board or its designee shall be held by the Board or such designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Common Interests.

Article 14 - Power of Attorney to the Condominium Board

A. Each Unit Owner, by acceptance of a deed or otherwise succeeding to title to a Unit, shall be deemed to have irrevocably nominated, constituted and appointed as such Unit Owner's attorney-in-fact, coupled with an interest and with power of substitution, the Persons who shall from time to time constitute the Board, jointly, to (1) acquire or lease any unit, together with its Appurtenant Interests, any unit whose owner desires to sell, convey, transfer, assign, lease or surrender the same or that becomes subject to a foreclosure or other similar sale, in the name of the Board or its designee, corporate or otherwise, on behalf of all Unit Owners; (2) convey, sell, lease, mortgage, or otherwise deal with (but not to exercise the vote appurtenant to) any Unit so acquired or to sublease any Unit so leased; and (3) execute, acknowledge and deliver (i) any declaration or other instrument affecting the Condominium that the Board deems necessary or appropriate to comply with any Law applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Condominium or (ii) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the Condominium or the Common Elements that the Board deems necessary or appropriate.

B. In confirmation of the foregoing power of attorney, each Unit Owner, upon the request of the Board, shall duly execute, acknowledge and deliver to the requesting party, for recording in the Register's Office, a Unit Owner's Power of Attorney in the form provided.

Article 15 - Termination of Condominium

The Condominium shall continue until terminated by (i) casualty loss, condemnation, or eminent domain, as more particularly provided in the By-Laws or (ii) withdrawal of the Property from the provisions of the Condominium Act by at least eighty percent (80%) of the vote. In the event that said withdrawal is authorized as aforesaid, but only in such event, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in accordance with the factors set out in The New York State Condominium Act Section 339-i(1)(i), which is based in the approximate proportion that the fair value of the unit at the date of the declaration bears to the then aggregate fair value of all the units. In the event of any dispute, the issue shall be presented for arbitration in accordance with Article 10 of the By-Laws. No payment shall be made to a Unit Owner until there has first been paid, out of his or her share of such funds, such amounts as may be necessary to discharge all unpaid liens on his or her Unit (other than mortgages that are not Permitted Mortgages) in the order of the priority of such liens.

Article 16 - Covenant of Further Assurances

A. Any Person who is subject to the terms of this Declaration, whether such Person is a Unit Owner, a lessee or a sublessee of a Unit Owner, an occupant of a Unit, a member of the Board, an officer of the Condominium, or otherwise, shall, at the expense of any such other Person requesting the same, execute, acknowledge and deliver to such other Person such instruments, in addition to those specifically provided for herein, and take such other action, as such other Person may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

B. If any Unit Owner or any other person who is subject to the terms of this Declaration 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 such Unit Owner or Person is required to take pursuant to this Declaration, then the Board is hereby authorized as attorney-in-fact for such Unit Owner or other Person, 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 such Unit Owner or other Person, and such document or action shall be binding on such Unit Owner or other Person.

C. If any Unit Owner or the Board or any other Person who is subject to the terms of this Declaration 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, Unit Owner, or other Person is required to take pursuant to this Declaration at the request of the Managing Agent, then the Managing Agent is hereby authorized as attorney-in-fact for the Board, such Unit Owner, or

other Person, 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, such Unit Owner, or other Person, and such document or action shall be binding on the Board, such Unit Owner, or other Person, as the case may be.

Article 17 - Covenants to Run with the Land

A. All provisions of this Declaration, the By-Laws and the Rules and Regulations, including, without limitation, the provisions of this Article 17, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions thereof shall be binding upon, and shall inure to the benefit of, the owner of all or any part thereof, or interest therein, and his or her heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create, nor shall they be construed as creating, any rights, in, or for the benefit of, the general public. All present and future owners, tenants and occupants of Units shall be subject to, and shall comply with, the provisions of this Declaration, the By-Laws and the Rules and Regulations, as may be amended from time to time. The acceptance of a deed or conveyance, the entering into a lease, or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having at any time, any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, or lease.

This Declaration of Condominium is subject also to such other liens, covenants, easements, restrictions, consents, agreements, and other matters of record and any agreements as pertain to the Units, the Land and/or the Building.

B. If any provision of this Declaration or of the By-Laws is invalid under, or would cause this Declaration and the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, such provision shall be deemed deleted from this Declaration or the By-Laws, as the case may be, for the purpose of submitting the Property to the provisions of the Condominium Act, but shall nevertheless be valid and binding upon, and shall inure to the benefit of, the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable Law to the extent permitted under such applicable Law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land. If any provision that is necessary to cause this Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from this Declaration or the By-Laws, then such provision shall be deemed included as part of this Declaration or the By-Laws, as the case may be for the purposes of submitting the Property to the provisions of the Condominium Act.

C. Subject to the terms of paragraph (b) of this Article 17, if this Declaration and the By-laws are insufficient to submit the Property to the provisions of the Condominium Act, the provisions of this Declaration and the By-Laws shall nevertheless be valid and binding upon, and shall inure to the benefit of, the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable Law to the extent permitted under such applicable law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land.

Article 18 - Amendments to this Declaration

A. Any provision of this Declaration may be amended, modified, added to, or deleted by a 2/3 vote of the Units, taken in accordance with the provisions of the By-Laws, provided, however, that no amendment shall be made which limits or affects the rights of the mortgagee against the mortgagor. No such amendment, modification, addition, or deletion shall be effective until recorded in the Kings County Register's Office. Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions, or deletions affecting Sponsor or its designee or any Unsold Units, any such amendment, modification, addition, or deletion may be executed either (i) by the Condominium Board as attorney-in-fact for the Unit Owners, which power shall be deemed to be coupled with an interest as provided for in Article 12 hereof; or (ii) by the Unit Owner or Unit Owners whose Unit or Units are affected by such amendment, modification, addition or deletion.

B. If the amendment requires the approval of a specified percentage of Unit Owners pursuant to the terms of this Declaration or the By-Laws, then there shall be attached to such amendment an original executed Secretary's Certification, certifying that the requisite number and percentage of Unit Owners approved the amendment at a duly constituted meeting or (when permitted in this Declaration or the By-Laws) in writing without a meeting, in which Certification shall be described the number and percentage of Unit Owners so consenting and (if voted upon at a meeting) the date and time of the meeting.

Article 19 - Consents of Sponsor

Wherever the consent, approval, satisfaction, or permission of Sponsor or its designee is required under this Declaration or the By-Laws, such consent, approval, satisfaction, or permission shall not be required when Sponsor or such designee no longer owns any Units.

Article 20 - Person to Receive Service

The Secretary of State is designated as agent of the Board upon whom process against it may be served. The post office address within or without this state to which the secretary of state shall mail a copy of any process against the Board served upon him or her is: 113B Sutton Street, NY 11222.

Article 21 - Incorporation by Reference

The terms, covenants, conditions, descriptions, and other information contained in (i) the Property description annexed hereto as Exhibit A; (ii) the description of the Units annexed hereto as Exhibit B; (iii) the table of definitions annexed hereto as Exhibit C; (iv) the By-Laws annexed hereto as Exhibit D; (v) the Unit Owner's Power of Attorney annexed hereto as Exhibit E; and (vi) the Floor Plans are, by this reference, each incorporated herein and made a part of this Declaration as if the same were set forth at length in the text hereof. In the event of any inconsistency between the terms of the Declaration and those in the offering plan, the terms of this Declaration shall govern.

Article 22 - Waiver

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches that may occur.

Article 23 - Severability

Subject to the provisions of paragraphs (b) and (c) of Article 17 hereof, if any provision of the Condominium Documents is invalid or unenforceable as against any Person or under certain circumstances, the remainder of the Condominium Documents and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of the Condominium Documents shall, except as otherwise provided herein, be valid and enforced to the fullest extent permitted by Law. Any conflict between any provision of the Condominium Documents and the Condominium Act, or any questions regarding the interpretation of any of the Condominium Documents, shall be governed by the Condominium Act.

Article 24 - Gender

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.

Article 25 - Captions

The index hereof and the captions herein inserted are included only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

(Signature to follow on subsequent page)

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the day and year first written above.

Declarant:

By: _____

State of New York)
County of Kings) ss.:

On the day of in the year , before me, the undersigned, a notary public in and for said state, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) acted and executed the instrument.

Notary Public

EXHIBIT A TO THE DECLARATION
OF THE 105 DIAMOND STREET CONDOMINIUM

DESCRIPTION OF THE LAND

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, known and designated on the Tax Map of the City of New York, for the Borough of Brooklyn, as and by Section 9 Block 2651 Lot 17 as the same existed on 2/4/64.

BEGINNING at a point on the westerly side of Diamond Street distant 245 feet southerly from the corner formed by the intersection of the westerly side of Diamond Street with the southerly side of Norman Avenue;

THENCE westerly parallel with Norman Avenue 100 feet to the center line of the block

THENCE southerly along the said center line of the block and parallel with diamond street, 25 feet

THENCE easterly parallel with Norman Avenue 100 feet to the westerly side of diamond street

THENCE northerly along the westerly side of diamond street, 25 feet to the point or place of BEGINNING

being and intended to be the same premises conveyed by deed in reel 5106 page 1539

SCHEDULE B TO THE DECLARATION OF CONDOMINIUM														
105 DIAMOND STREET CONDOMINIUM														
105 DIAMOND STREET														
BROOKLYN, NEW YORK 11222														
Condo #														
Block: 2651 FKA Lot: 17 NKA Lots:														
UNIT TYPE	Unit Number	Tax Lot Number	Floor Location	Unit Square Footage	Unit Accessory Storage (Unhabitable)	Total Unit Square Footage	Unit Limited Common Element - Storage (Unhabitable)	Unit Limited Common Element - Rear Yard Square Footage	Unit Limited Common Element - Porch Square Footage	Unit Limited Common Element - Terrace Square Footage	Unit Limited Common Element - Balcony Square Footage	Total Square Footage Including Limited Common Elements	Type and Number of Rooms	Percentage of Common Interest
Residential	Apt 1		Cellar		739.3	1,968.3		583.7	88.8			2,640.8	2BD/2.5BT	35.512%
			Basement	1229										
Residential	Apt 2		Cellar			1,235.2	56.7	436.1		147.0		1,875.0	2BD/2BT	22.286%
			1st Floor	1235.2										
Residential	Apt 3		Cellar			1,275.2	55.9				67.0	1,398.1	2BD/2BT	23.007%
			2nd Floor	1275.2										
Residential	Apt 4		Cellar			1,063.9	56.7			228.3		1,348.9	2BD/2BT	19.195%
			3rd Floor	1063.9										
4 Residential Units						5,542.6	169.3	1,019.8	88.8	375.3	67.0	7,262.8		100.000%

EXHIBIT C TO THE DECLARATION
OF THE 105 DIAMOND STREET CONDOMINIUM

DEFINITIONS

- (1) "Appurtenant Interest" shall mean, with respect to any Unit, the undivided interest of the owner thereof, pursuant to the terms of Section 339-x of the Condominium Act, in and to: (i) the Common Elements; (ii) any other Units owned or leased at the time in question by the Condominium Board or its designees, corporate or otherwise, on behalf of all Unit Owners; (iii) any proceeds of the sale or lease of Unit of the nature described in subdivision (ii) above; and (iv) any other assets of the Condominium.
- (2) "Balcony", "terrace", "porch", or "patio" generally define an area adjoining a building at various levels of the building which is generally used by the adjoining Unit. The characterization of the above for the purposes of the Zoning Resolution is based on its location and description as set forth in the Floor Plans.
- (3) "Building" shall mean the building situated on the Land which is described in Exhibit A hereto.
- (4) "By-Laws" shall mean the by-laws of the Condominium, which are annexed as Exhibit D to the Declaration, as the same may be amended from time to time pursuant to the terms thereof.
- (5) "Common Elements" shall mean those certain portions of the Land and the Building (other than the Units), as well as those Facilities therein, either existing for the common use of the Units or the Unit Owners or necessary for, or convenient to, the existence, maintenance, or safety of the Property, as more particularly described in Article 7 of the Declaration.
- (6) "Common Charges" shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata in accordance with their respective Common Interests (except as otherwise provided in the Declaration or the By-Laws), to meet the Common Expenses.
- (7) "Common Expenses" shall mean all costs and expenses to be incurred generally by the Unit Owners pursuant to the Declaration and/or the By-Laws in connection with: (i) the repair, maintenance, replacement, restoration and operation of, and any alteration, addition, or improvement to, the Common Elements; (ii) the establishment and/or maintenance of a general operating reserve or a reserve fund for working capital, for replacements with respect to the Common Elements, or to make up any deficit in the Common Charges for any prior year(s); (iii) the purchase, lease, or sublease by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit whose owner has elected to sell, lease, transfer, or convey the same or that is to be sold at a foreclosure or other sale; and (iv) generally, the conduct of the affairs of the Condominium.

- (8) "Common Interest" shall mean the undivided percentage interest of each Unit in the Common Elements.
- (9) "Condominium" shall mean The 105 Diamond Street Condominium which was established pursuant to the terms of the Declaration and is to be governed pursuant to the terms of the By-Laws.
- (10) "Condominium Act" shall mean Article 9-B of the Real Property Law of the State of New York, as the same may be amended from time to time.
- (11) "Condominium Board" shall mean the governing body of the Condominium, whose members shall be selected pursuant to the terms of Articles 2 and 4 of the By-Laws.
- (12) "Condominium Documents" shall mean the Declaration, the By-Laws and Rules and Regulations.
- (13) "Declaration" shall mean the declaration executed by Declarant for the purposes of submitting the Property to the provisions of the Condominium Act and establishing a regime for the condominium ownership of the property.
- (14) "Equal or Better Quality" shall mean comparable or better quality recognized by industry standards for performance, efficiency, longevity, and/or classifications, as applicable.
- (15) "Family Members" shall mean the spouse, children (natural and adopted), stepchildren, grandchildren, siblings, parents, parents-in-law and grandparents of a Unit Owner who reside in such Unit Owner's Unit.
- (16) "First Closing" shall mean the date on which title to the first condominium unit is transferred.
- (17) "Floor Plans" shall mean the floor plans of the Units filed in the Register's Office simultaneously with the recording of the Declaration, together with any supplemental floor plans thereto. The Floor Plans shall govern in the event of any inconsistency between the written part of the Declaration and the Floor Plans.
- (18) "Initial Control Period" shall mean the period during which Sponsor exercises voting and veto control over the board. In this plan, the period is for five (5) years after the First Closing or until unsold units constitute less than 50% of the total units, whichever is sooner.
- (19) "Institutional Lender" shall mean (i) a savings bank, savings and loan associations, bank or trust company, insurance company, real estate investment trust, or mortgage trust or (ii) a federal, state, municipal, teacher's or union employee, welfare, pension or retirement fund or system.

(20) "Institutional Mortgage" shall mean any first mortgage covering one or more Units that is a Permitted Mortgage and the initial holder of which is either Sponsor or its designee or an Institutional Lender.

(21) "Insurance Trustee" shall mean an individual who is a resident of the State of New York, or a bank or trust company having an office in The City of New York, from time to time appointed to serve as such by the Condominium Board.

(22) "Interim Lease" shall mean a lease entered into between Sponsor and a prospective purchaser to allow for occupancy of a unit for which the purchaser has signed a Contract, for the time between contract signing and title closing.

(23) "Land" shall mean all that certain tract, plot, piece, and parcel of land situate, lying and being in the County of Kings, City and State of New York, as more particularly described in Exhibit A to the Declaration.

(24) "Law" shall mean the laws and ordinances of any or all of the Federal, New York State, New York City, in the particular County, and Borough governments, the rules, regulations, orders and directives of any or all departments, subdivisions, bureaus, agencies, or offices thereof or of any other governmental, public, or quasi-public authorities having jurisdiction over the Property and/or the Condominium, and/or the direction of any public officer pursuant to law.

(25) "Limited Common Elements": Limited Common Elements generally are those Common Elements reserved for use and enjoyment by one or more Units.

(26) "Managing Agent" shall mean a Person employed by the Condominium Board pursuant to pursuant to paragraph (C) of Section 2.6 of the By-Laws, who shall undertake to perform the duties and services that the Condominium Board shall direct and who shall have whatever powers the Condominium Board shall delegate, subject to the limitations contained in paragraph (D) of Section 2.6 of the By-Laws.

(27) "Majority of Unit Owners" shall mean those Unit Owners having more than 50% of the total authorized votes of all Unit Owners (determined in accordance with the terms of Section 4.8 of the By-Laws) who are present, in person or by proxy, and voting at any duly constituted meeting of the Unit Owners at which a quorum is present.

(28) "Permitted First Mortgage" shall mean a Permitted Mortgage that is a first mortgage lien against a Unit.

(29) "Permitted First Mortgagee" shall mean any holder of a Permitted First Mortgage.

(30) "Permitted Mortgage" shall mean any mortgage covering one or more Units that is placed thereon in compliance with the terms contained in Article 8 of the By-Laws.

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

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

(33) "Plan" shall mean that certain offering plan to convert the Property to condominium ownership filed with the Department of Law of the State of New York pursuant to Section 352-e of the General Business Law of the State of New York.

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

(35) "Register's Office" shall mean the Office of the Register of the City of New York, Kings County.

(36) "Rules and Regulations" shall mean the rules and regulations of the Condominium, which are annexed as an addendum to the By-Laws, as any of the same may be amended, modified, added to, or deleted from time to time pursuant to the terms of the By-Laws, provided that they are not in conflict with the terms of the Condominium Act, the Declaration, or the By-Laws.

(37) "Special Assessments" shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata in accordance with their respective Common Interests (except as otherwise provided in the Declaration or in the By-Laws), in accordance with paragraph (C) of Section 6.1 of the By-Laws.

(38) "Sponsor" As used in New York State regulations pertaining to newly constructed and vacant condominium, the word "sponsor" means "any person, partnership, joint venture, corporation, company, trust, association or other entity or agent thereof who makes or takes part in a public offering or sale in or from the State of New York of participation interests or investments in real estate including condominium interests in realty."

(39) "Trust Funds" shall mean the moneys actually received from the insurance company pursuant to a claim for damage.

(40) "Unit" shall mean any of the "Units", as such term is defined in the Condominium Act, located in the Building, which units are more particularly described in Article 6 of, and Exhibit B to, the Declaration and in the Floor Plans.

(41) "Unit Owner" shall mean any Person who holds fee title, of record, to one or more Units at the time in question. With respect to unit owner votes, there is 1 vote per unit, regardless of the number of unit owners for that particular unit.

(42) "Unsold Units". This term shall only apply in the situation where there is a Sponsor that offers units for sale and shall mean any Unsold Unit owned by Sponsor or its designee at the time in question. It shall not apply to any unit occupied by the Sponsor or any member of his family.

DECLARATION OF CONDOMINIUM

Declarant:
105 DIAMOND STREET CONDOMINIUM LLC
113B Sutton Street
Brooklyn, New York 11222

Premises:

105 Diamond Street
Brooklyn, New York 11222

County: Kings

Block: 2651

F/K/A: 17

N/K/A:

Record and return to:

NC Caller, PC
4309 13th Avenue
Brooklyn, New York 11219

Document 7:

Condominium By-Laws

EXHIBIT D TO
THE DECLARATION

BY-LAWS

of

THE 105 DIAMOND STREET CONDOMINIUM

105 Diamond Street
Brooklyn, New York 11222

NC Caller, PC
4309 13th Avenue
Brooklyn, New York 11219

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BY-LAWS OF
THE 105 DIAMOND STREET CONDOMINIUM

ARTICLE 1 - GENERAL

Section 1.1. Purpose. The purpose of these By-Laws is to set forth the rules and procedures concerning the conduct of the affairs of the Condominium. The Condominium covers the Property, which consists of: (i) the Land, which is described in Exhibit A to the Declaration of Condominium of The 105 Diamond Street Condominium; (ii) the Building, which includes, without limitation, the Units, the Common Elements and all easements, rights and appurtenances belonging thereto; and (iii) all other property, real, personal, or mixed, intended for use in connection therewith. The Property has been submitted to the provisions of the Condominium Act by the recording of the Declaration in the Register's Office, of which Declaration these By-Laws form a part.

Section 1.2. Definitions. All capitalized terms used in these By-Laws that are not otherwise defined in any of the Articles hereof shall have the meanings set forth in Exhibit C to the Declaration, unless the context in which the same are used shall otherwise require. All capitalized terms used in these By-Laws that are defined in any of the Articles hereof shall have the meanings ascribed to them in such Articles, unless the context in which the same are used shall otherwise require. Each of the aforescribed capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

Section 1.3. Applicability of By-Laws. These By-Laws are applicable to the Property and to the use and occupancy thereof.

Section 1.4. Application of By-Laws. All present and future Unit Owners, mortgagees, lessees, sublessees and occupants of Units, and employees and guests of the foregoing, as well as all other Persons who may use the Property, are and shall be subject to the Declaration, these By-Laws and the Rules and Regulations, as each of the same may be amended from time to time. The acceptance of a deed or other instrument of conveyance, or the succeeding to title to, or the execution of a lease or sublease for, or the act of occupancy of, a Unit shall constitute an agreement that the provisions of the Declaration, these By-Laws and the Rules and Regulations, as each of the same may be amended from time to time, are accepted, ratified and will be complied with. The terms of these Bylaws shall govern in the event of any inconsistency between same and those terms contained in other condominium documents such as the offering plan or in other portions of this Declaration.

Section 1.5. Principal Office of the Condominium. The principal office of the Condominium shall be located either at the Property or at such other place reasonably convenient thereto as may be designated from time to time by the Condominium Board.

ARTICLE 2 - BOARD OF MANAGERS

Section 2.1. General. As more particularly set forth in Sections 2.4, 2.5 and 2.6 hereof, the affairs of the Condominium shall be governed by the Board. In exercising its powers and performing its duties under the Declaration and these By-Laws, the Board shall act as, and shall be, the agent of the Unit Owners, subject to, and in accordance with, the terms of the Declaration and these By-Laws.

Section 2.2. Status of the Condominium Board. Unless and until the Board shall incorporate in accordance with the terms of Section 2.4 hereof, the Board shall have, to the extent permitted by Law, the status conferred upon unincorporated associations under, or pursuant to, the terms of the General Association Law of the State of New York. If the Board shall incorporate in accordance with the terms of Section 2.4 hereof, the Board shall have, to the extent permitted by Law, the status conferred upon it under, or pursuant to, the terms of the applicable statutes of the State of New York. In either event, however, the Board shall also have the status conferred upon it under, or pursuant to, the terms of the Condominium Act.

Section 2.3. Principal Office of the Condominium Board. The principal office of the Board shall be either at the Property or at such other place reasonably convenient thereto as may be designated from time to time by the Board.

Section 2.4. Powers and Duties of The Condominium Board.

(A) The Board shall have all of the powers and duties necessary for, or incidental to, the administration of the affairs of the Condominium, provided, however, that the Board shall not have such powers and duties that by Law, or pursuant to the terms of the Declaration and By-Laws, may not be delegated to the Board by Unit Owners. Without intention to limit the generality of the foregoing in any respect, the Board shall have the following specific powers and duties:

(i) to operate, maintain, repair, restore, add to, improve, alter and replace the Common Elements, as the Board shall deem necessary or proper in connection therewith: (a) the purchase and leasing of supplies, equipment and material and (b) the employment, compensation and dismissal of personnel;

(ii) to acquire, in the name of the Board or its designee, corporate or otherwise, and on behalf of the Unit Owners, all rights, titles and interests in real and personal property deemed necessary or proper by the Board for use in connection with the ownership and operation of the Property as a condominium;

(iii) to maintain records with respect to the finances and the operation of the Condominium, including, without limitation: (a) detailed accounts of receipts and expenditures affecting the Property; (b) other financial records, as well as other books of account of the Condominium, as may be required to be kept pursuant to the terms of these By-Laws; and (c) minutes and other records of all meetings held pursuant to the terms of these By-Laws;

(iv) to prepare and adopt a budget for the Condominium for each fiscal year thereof, setting forth, without limitation: (a) a detailed accounting of the anticipated Common Expenses for the ensuing fiscal year and (b) a detailed projection of all sources and amounts of income necessary to discharge the same;

(v) to determine the amount and establish the means and methods of payment of, and to collect, the Common Charges and Special Assessments from Unit Owners;

(vi) to borrow money on behalf of the Condominium when required in connection with the operation, maintenance, repair, restoration, improvement, alteration and replacement of the Common Elements, provided, however, that: (a) the affirmative consent of all of the members of the Board shall be required for the borrowing of any sum in excess of \$25,000.00 in any one fiscal year (regardless of the balance of any loans outstanding from previous fiscal years); (b) the affirmative consent of all of all Unit Owners shall be required for the borrowing of any sum in excess of \$25,000.00 in any one fiscal year (regardless of the balance of any loans outstanding from previous fiscal years); (c) no lien to secure repayment of any sum borrowed may be created on any Unit or its Appurtenant Interests without the consent of the owner of such Unit; and (d) the documentation executed in connection with any such borrowing shall provide that, if any sum borrowed by the Board pursuant to this subparagraph (vi) shall not be repaid by the Board, any Unit Owner who pays to the creditor thereunder such proportion of the then outstanding indebtedness represented or secured thereby as such Unit Owner's Common Interest bears to the aggregate Common Interest of all Unit Owners shall be entitled to obtain from the creditor a release of any judgment or other lien that the said creditor shall have filed, or shall have the right to file, against such Unit Owner's Unit;

(vii) to open and maintain bank accounts on behalf of the Condominium and to designate the signatories required therefor;

(viii) to use the Common Charges and Special Assessments collected from Unit Owners, as well as all other funds held by the Board or received in connection with the operation of the Property, for the administration of the Condominium, including, without limitation: (a) the payment of Common Expenses and (b) the making of restorations, additions, alterations and improvements to the Common Elements;

(ix) to obtain insurance for the Property, including the Units, pursuant to the terms of Section 5.4 hereof. During the period which the Sponsor controls the Board, the insurance coverage shall not be less than what is required by the governing regulations (Part 20 of Title 13 NYCRR);

(x) to adjust and settle claims under insurance policies obtained pursuant to the terms of Section 5.4 hereof, and to execute and deliver releases upon such adjustment and settlement

on behalf of: (a) all Unit Owners; (b) all holders of mortgages and other liens on Units; and (c) all holders of any other interest in the Property;

(xi) to make, or to contract with others for the making of, repairs, maintenance, additions and improvements to, and alterations, restorations and replacements of, the Property after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings, all in accordance with the terms of these By-Laws;

(xii) to accept the surrender of any Unit pursuant to the terms of paragraph (C) of Section 6.2 hereof, in the name of the Board or its designee, corporate or otherwise, and on behalf of all Unit Owners;

(xiii) to purchase, lease, or otherwise acquire Units offered for sale or lease by their owners, in the name of the Board or its designee, corporate or otherwise, and on behalf of all Unit Owners;

(xiv) to purchase Units at foreclosure or other judicial sales, in the name of the Board or its designee, corporate or otherwise, and on behalf of all Unit Owners;

(xv) to sell, lease, mortgage and otherwise deal with Units acquired by, and to sublease Units leased by, the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, provided, however, that the Board or its designees shall in no event be entitled to the vote appurtenant to any such Unit;

(xvi) to adopt and amend the Rules and Regulations and to levy and collect fines against Unit Owners for violations of the same;

(xvii) to enforce by legal means the terms, covenants and conditions contained in the Condominium Documents and to bring or defend against any proceedings that may be instituted on behalf of, or against, the Unit Owners;

(xviii) to incorporate, to the extent and in the manner provided in the Condominium Act, provided, however, that: (a) the certificate of incorporation and by-laws of any such resulting corporation shall conform as closely as practicable to the terms of the Declaration and these By-Laws and (b) the terms of the Declaration and these By-Laws shall prevail in the event of any inconsistency or conflict between the terms thereof and the terms of such certificate of incorporation and by-laws;

(xix) to organize corporations to act as the designees of the Board in acquiring title to, or leasing of, Units and in acquiring rights, titles and interests in real and personal property for use in connection with the ownership and operation of the Property as a condominium;

(xx) to execute, acknowledge and deliver: (a) any declaration or other instrument affecting the Property that the Board deems necessary or appropriate to comply with any Law applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Building and (b) any consent, covenant, restriction, easement, or declaration affecting the Property that the Board deems necessary or appropriate;

(xxi) to prepare, execute, acknowledge and record on behalf of all Unit Owners, as their attorney in fact, coupled with an interest, a restatement of the Declaration or these By-Laws, whenever, in the Board's estimation, it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the same;

(xxii) to execute, acknowledge and deliver any documents necessary for filing an appeal for reduction of assessment of real estate taxes on behalf of all units in the Condominium, unless written notice is received by the Board from any Unit Owner not to so on behalf of his or her condominium unit;

(xxiii) unless and until real estate taxes, water charges and sewer rents are billed directly to the Unit Owners by the New York City Department of Finance and/or the Department of Environmental Protection, the Board shall promptly pay such taxes, charges and rents as a common expense; and

(xxiv) to carry out any other duties imposed upon the Board pursuant to the Declaration and these By-Laws.

(B) The Board shall be responsible for carrying out the duties imposed upon it under the Condominium Documents regardless of whether a Unit is vacant or occupied by the owner thereof or by a permitted lessee or other permitted occupant.

Section 2.5. Exercise and Delegation of Powers and Duties.

(A) Any act within the power of the Board to perform, and deemed necessary or desirable to be performed by the Board, shall be performed by the Board or shall be performed on its behalf and at its direction by the agents, employees, or designees of the Board.

(B) The Board may appoint an Executive Committee by duly adopted resolution, which Committee shall have, and may exercise, all of the powers of the Board, subject to both the exceptions and limitations contained in paragraph (D) of this Section and such additional exceptions and limitations as the Board may from time to time deem appropriate, during the intervals between the meetings of the Board. In addition, the Board may from time to time appoint, by duly adopted resolutions, such other committees as the Board may deem appropriate to perform such duties and services as the Board shall direct, each of which committees shall have, and may exercise, all of the powers delegated to it in its enabling resolution, subject, however, to the exceptions and limitations contained in paragraph (D) of this Section.

(C) The Board may employ a Managing Agent to serve at a compensation to be established by the Board and to perform such duties and services as the Board shall direct. Subject to the exceptions and limitations contained in paragraph (D) of this Section, the Board may delegate to the Managing Agent any of the powers granted to the Board in these By-Laws.

(D) Notwithstanding anything to the contrary contained in this Section, the Executive Committee and the Managing Agent shall neither have nor be entitled to exercise, and the board shall not delegate to either of them or to any other committee, the powers or duties described in subparagraphs (ii), (iv), (v), (vi), (vii), (x), (xiii), (xiv), (xv), (xvi), (xvii), (xviii), (xix) and (xx) of paragraph (A) of Section 2.4 hereof. In addition, neither the Managing Agent nor any of the committees described in Subsection (B) of this Section shall have, or be entitled to exercise, any of the powers of the Board, except to the extent permitted by Law.

Section 2.6. Number, Election and Qualification of Members.

(A) Qualifications of Board Members. After the Initial Control Period, the affairs of the Condominium will be governed by the Condominium Board of four (4) members, each having one (1) vote. Since each unit will appoint a board member, it will not be necessary for an election of board members at any time. These By-laws do not include a provision requiring that majority of board members be owner-occupants or members of an owner-occupant's household who are unrelated to Sponsor and its principals. There shall be no limit on the number of terms of office, successive or otherwise, that a member of the Board may serve. Any person over 18 may serve on the board. No member of the board shall be compensated for acting as such.

(B) Number of Board Members.

- (i) Prior to the First Closing. Until the First Closing, Sponsor will have voting control over the board of directors. The initial three person board shall be designated by Sponsor.
- (ii) After the First Closing. Sponsor will have voting control over the board of directors for five (5) years after the First Closing or until the unsold units constitute less than fifty percent (50%) of the total units, whichever is sooner ("Initial Control Period"). During this period, Sponsor shall designate a majority of Board Members and shall have the same right to vote as all other Unit Owners.
- (iii) Within four (4) months of the First Closing, a meeting will be held to elect a new Board consisting of three (3) Members. At such time, Sponsor shall designate two (2) of the three (3) Members, who shall serve for the Initial Control Period. The other member shall be elected by the other Unit Owner. The term of office for this seat on the Board shall continue for one year.
- (iv) Within thirty (30) days of the expiration of the Initial Control period, Sponsor shall call a special meeting of the unit owners to elect a new Board. Each unit owner shall appoint one representative to the board. If desirable, this meeting may be held via

teleconference upon consent of all unit owners. The term of office of each member of the Board shall continue until the unit owner appoints a new board member or the unit is sold. The Unit Owners may change their board appointee at any time by providing written notice to the other board member. Notwithstanding the foregoing, however, Sponsor may relinquish control at any time by calling a special meeting of the Unit Owners to elect a new Board.

(C) Election of Board Members. As stated in the By-Laws, board members shall be elected annually by a majority of Unit Owners' votes at a meeting called for such purpose at which a quorum is present.

- (i) **First Meeting.** The first meeting to elect board members will be held within four (4) months after the First Closing. The term of office of each member of the Board shall continue for one (1) year with elections held annually.
- (ii) **Annual Meetings.** Unit Owners shall hold annual meetings on or about the anniversary of the first meeting and every anniversary thereafter, unless such date shall occur on a legal holiday, in which event the meeting shall be held on the succeeding business day. At each annual meeting, the Unit Owners shall conduct such business as may properly be conducted. When desirable, meetings (including the first meeting) may be held via teleconference upon consent of all unit owners.
- (iii) **Special Meetings.** The Board shall call a special meeting of the Unit Owners whenever so directed by a duly adopted resolution of the Board or upon receipt of a petition calling for such a meeting signed by a Unit Owner. Each such resolution or petition shall set forth, in reasonable detail, the purposes for calling such a meeting, and no business shall be transacted at such special meeting except business reasonably related to such stated purposes.
- (iv) **Quorum.** The presence, in person or by proxy, of a majority of all Unit Owners shall constitute a quorum at all meetings of Unit Owners, and unless otherwise provided, the decision of a majority of Unit Owners at a meeting at which a quorum shall be present shall be binding upon all of the Unit Owners.
- (v) **Voting.** When votes of the Unit Owners are required (to elect board members and otherwise), each Unit Owner (including Sponsor or its designee, for so long as Sponsor or such designee shall own at least one (1) Unit) shall be entitled to cast one (1) vote for each Residential unit owned. If two (2) or more Persons own a Unit, they shall designate one Person amongst them to vote on behalf of their Unit in a writing given to the Board, and the vote of such designee shall be binding upon all of such Persons. Failing such a designation, all of such Persons shall mutually exercise the vote appurtenant to such unit under one ballot without division, and the concurrence of all Persons shall be conclusively presumed if any one of them purports to exercise such vote without protest being

contemporaneously made to the individual presiding over the meeting at which such vote is taken. If protest is made, the vote appurtenant to such Unit shall be counted solely for the purpose of determining whether the required attendance is present to establish a quorum.

Section 2.7. Term of Office of Members. The term of office of each member of the Board shall continue. The term of office of each member of the Board shall continue until the unit owner appoints a new board member or the unit is sold. There shall be no limit on the number of terms of office, successive or otherwise, that a member of the Board may serve. In addition, special meetings of Unit Owners may be held from time to time, pursuant to the By-Laws, whenever necessary for the affairs of the Condominium.

Section 2.8. Resignation of Members. Any member of the Board may resign his or her membership at any time by giving written notice thereof to the Board.

Section 2.9. Vacancies.

(A) Removal. At any regular or special meeting of Unit Owners, any one or more of the members of the Board may be removed with or without cause by a majority of the Unit Owners and a successor may then and there or thereafter be elected to fill the vacancy thus created, provided notice of such proposed removal was given to the Board member and was specified in the notice of the meeting. Regardless of whether an appointee to the Board is removed by Sponsor, its designee or the Unit Owners, only the Unit Owner who initially appointed the removed member, or its designee, shall have the right to designate a replacement for such appointee.

(B) Resignation. Any board member may voluntarily withdraw his or her position as board member by sending written notice to the other board members. In said case, the withdrawal will be effective immediately and the withdrawing member may appoint someone to serve in his or her place. In the event the withdrawing member does not appoint anyone within five (5) business days by a writing to the board, the other board members may elect amongst themselves someone to fill the vacancy. Notwithstanding the foregoing, if an appointee withdraws, only the Unit Owner who initially appointed the removed member, or its designee, shall have the right to designate a replacement for such appointee.

Section 2.10. Meetings. Board meetings shall be held at least annually on or about the date of the first unit owners meeting, and as often as necessary to govern the affairs of the condominium. After the first board meeting, board meetings may be in person or via teleconference. Any member of the Board may call a special meeting of the Board whenever he or she deems the same to be necessary or desirable.

Section 2.11. Notice of Meetings.

(A) Notice of regular and special Board meetings shall be sent by regular mail, posting in the lobby of the subject building, or by email to the board members at least five (5) days prior to the meeting.

(B) Any member of the Board may, at any time, waive notice of any meeting thereof in writing, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a member of the Board at any meeting thereof shall constitute a waiver by him or her of notice of the time and place thereof.

Section 2.12. Quorum of the Board. For purposes of all meetings of the Board, the attendance of a majority of all Board Members thereof shall be required for the transaction of business. In connection therewith, one or more members of the Condominium Board may participate in any meeting thereof by means of telephone or similar communications equipment permitting all individuals participating in the meeting to hear each other at the same time, and such participation shall constitute presence at such a meeting for all purposes.

Section 2.13. Conduct of Meetings. The minutes of the meetings of the Board shall be faithfully recorded, which minutes shall include the full text of all resolutions duly adopted by the Board and a record of all transactions and proceedings occurring thereat. The then current edition of Robert's Rules of Order shall govern the conduct of meetings of the Board unless the same shall be in conflict with the terms of the Declaration, By-Laws or the Condominium Act.

Section 2.14. Decision by the Board. Except as otherwise expressly provided in the Declaration or these By-Laws, the affirmative vote of a majority of the board members shall constitute the decision of the Board. Alternatively, any decision that is required or permitted to be made by the Board may be made without a meeting thereof if all members of the Board shall individually or collectively consent in writing to such decision, and all such written consents shall be duly filed by the Condominium in the minutes of the Board. In the event of a deadlock in voting, such deadlock shall be submitted to an arbitration board in accordance with Article 10, "Arbitration".

In the event that one owner owns more than one unit and has control of the Board, the majority decision shall be limited to ordinary maintenance of the condominium such as purchases of insurance, service contracts, and expenditures of up to \$5000. All other decisions such as, but not limited to, permitting construction or purchasing other units, shall require the unanimous vote of all the unit owners.

Section 2.15. Compensation of Members. No member of the Board shall receive any compensation from the Condominium for acting as such.

Section 2.16. Common or Interested Members of the Board. Each member of the Board shall perform his or her duties, and shall exercise his or her powers, in good faith and with a view to the interests of the Condominium. To the extent permitted by law, no contract or other transaction between the Board and either (i) any of its members or (ii) any corporation, partnership, fiduciary, firm, association, or other entity in which any of the members of the Board are officers, directors, employees, partners, fiduciaries, beneficiaries, or principals, or are otherwise interested, pecuniary or otherwise, shall be deemed either void or voidable because either (a) any such member of the Board was present at the meeting or meetings of the Board during which such contract or

transaction was discussed, authorized, approved, or ratified, or (b) the vote of any such member was counted for such purpose, provided, however, that either (a) the fact thereof is disclosed to, or known by, the Board or noted in the minutes thereof, and the Board shall authorize, approve, or ratify such contract or transaction in good faith by vote of the Board; (b) the fact thereof is disclosed to, or known by the Unit Owners, and the Unit Owners authorize, approve, or ratify such contract or transaction; or (c) the contract or transaction is commercially reasonable to the Board at the time that the same is authorized, approved, ratified, executed, or otherwise consummated. Any such member of the Board may be counted in determining the requisite attendance of any meeting of the Board that authorizes, approves, or ratifies any such contract or transaction.

Section 2.17. Liability of the Condominium Board.

(A) The board members shall have no liability to the Unit Owners for errors of judgment, negligence, or otherwise, except that each member of the Condominium Board shall be liable thereto for his or her own bad faith or willful misconduct.

(B) Every contract made, and other document executed, by or on behalf of the Board, any committee thereof, or the Managing Agent shall expressly state (if obtainable and in addition to the limitation of liability of condominium officers and Unit Owners pursuant to the terms of Sections 3.10 and 4.12 hereof, respectively) that same is made or executed by or on behalf of the Board, such committee, or the Managing Agent solely as agent for the Unit Owners and that the board members or such committee or Managing Agent shall have no liability thereon, except to the extent of their liability, if any, as Unit Owners pursuant to the terms of Section 4.12 hereof.

(C) Neither the Board nor any member thereof shall be liable for either:

(i) any failure or interruption of any utility or other services to be obtained by, or on behalf of, the Condominium Board or to be paid for as a Common Expense; or

(ii) any injury, loss, or damage to any individual or property, occurring in or upon either a Unit or the Common Elements, and either: (a) caused by the elements, by any Unit Owner, or by any other Person; (b) resulting from electricity, water, snow or ice that may leak or flow from a Unit or any portion of the Common Elements; or (c) arising out of theft or otherwise.

(D) Unit Owners shall severally indemnify and hold each member of the Board harmless from and against any claim or liability to others arising from his or her acts or omissions as, or by reason of the fact that such individual is or was, a board member, except, however, to the extent that such claim or liability shall be due to, or arise out of, the bad faith or willful misconduct of such member and, to the extent permissible by law, that such liability will be proportionate to, and not exceed, the total liability and the Unit Owner's percentage of common interest.

ARTICLE 3 - OFFICERS

Section 3.1. General. The principal officers of the Condominium shall be the President, Secretary and Treasurer. The Board may appoint a Vice President, Assistant Treasurer, Assistant Secretary and such other officers as, in its discretion, may be necessary or desirable. Where necessary, one individual may hold more than one position. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed, upon the direction of the Board, by the officers of the Condominium or by such lesser number of officers or by such other Person or Persons as may be designated from time to time by the Board.

Section 3.2. President. The President shall be the chief executive officer of the Condominium and shall preside at all meetings of Unit Owners and the Board. The President shall have all of the general powers and duties that are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York (hereinafter referred to as the "BCL"), including, but not limited to, the power to appoint the members of all committees created by the Board from amongst the Unit Owners from time to time as he or she may decide, in his or her discretion, as appropriate to assist in the conduct of the affairs of the Condominium.

Section 3.3. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If both President and Vice President are unable to act, the Board shall appoint some other member of the Board to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall be imposed upon him or her from time to time by the Board or by the President.

Section 3.4. Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Condominium Board. The Secretary shall have charge of such books and papers as the Condominium Board shall direct and, in general, shall perform all of the duties that are incident to the office of secretary of a stock corporation organized under the BCL.

Section 3.5. Treasurer. The Treasurer shall have the care and custody of the funds and securities of the Condominium and shall be responsible for keeping full and accurate financial records and books of account thereof, showing all receipts and disbursements necessary for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all funds and other securities in the name of the Board or the Managing Agent in such depositories as may from time to time be designated by the Board and, in general, shall perform all of the duties incident to the office of treasurer of a stock corporation organized under BCL.

Section 3.6. Election, Term of Office and Qualifications of Officers. Each officer of the Board shall be elected annually by a majority vote of the Board taken at the organizational meeting of each new Board, and shall serve at the pleasure of the Board. At least a majority of the officers shall be elected from amongst the members of the Board. The other officers of the Condominium need not be Unit Owners or board members and need not have any interest in the Condominium.

Section 3.7. Removal and Resignation of Officers. Any officer may be removed from office with or without cause, by an affirmative vote of a majority of the board. Any officer may resign at any time by giving written notice to the Board. If the President or the Vice President shall cease to be a member of the Board during his or her term of office, such officer shall be deemed to have resigned his office effective upon the date upon which his membership shall cease.

Section 3.8. Vacancies. Any vacancy in an office shall be filled by a majority vote of the Board at any regular meeting of the Board or at a special meeting thereof called for such purpose.

Section 3.9. Compensation of Officers. No officer shall receive any compensation from the Condominium for acting as such.

Section 3.10. Liability of the Officers of the Condominium.

(A) Officers shall have no liability to Unit Owners for errors of judgment, negligence, or otherwise, except that each officer shall be liable thereto for his own bad faith or willful misconduct. In addition, every contract made, and other document executed, by one or more officers or other Persons on behalf of the Condominium shall expressly state (if obtainable and in addition to the limitation of liability of the board members and Unit Owners pursuant to the terms of Sections 2.20 and 4.12 hereof, respectively) that same is made or executed by such officers or Persons on behalf of the Condominium solely as agent for the Unit Owners and that such officers or Persons shall have no liability thereon, except to the extent of their liability, if any, as Unit Owners pursuant to the terms of Section 4.12 hereof.

(B) None of the officers of the Condominium shall be liable for either:

(i) any failure or interruption of any utility or other services to be obtained by any such officer on behalf of the Condominium or to be paid for as a Common Expense; or

(ii) any injury, loss, or damage to any individual or property, occurring in or upon either a Unit or the Common Elements, and either: (a) caused by the elements, by any Unit Owner, or by any other Person; (b) resulting from electricity, water, snow, or ice that may leak or flow from a Unit or any portion of the Common Elements; or (c) arising out of theft or otherwise.

(C) Unit Owners shall jointly and severally indemnify and hold each harmless from and against any claim or liability arising from his or her acts or omissions as, or by reason of the fact that such individual is or was, an officer of the Condominium, except, however, to the extent that such claim or liability shall be due to, or shall arise out of, the bad faith or willful misconduct of such officer and, to the extent permissible by law, that such liability will be proportionate to, and not exceed, the total liability and the Officer's percentage of common interest.

ARTICLE 4 -UNIT OWNERS

Section 4.1. Annual Meetings. The first annual meeting of Unit Owners shall be held approximately four (4) months after the First Closing, as provided both in this Article 4 and in Article 2 hereof. Thereafter, annual meetings of the Unit Owners shall be held within sixty (60) days of the anniversary date of the first meeting. At each such subsequent meeting, Unit Owners shall transact such business as may properly come before such meeting. In the event that any annual meeting of members is delayed, the existing Board shall continue to serve.

Section 4.2. Special Meetings. The Board shall call a special meeting of the Unit Owners whenever so directed by a duly adopted resolution of the Board or upon receipt of a petition calling for such a meeting signed by a Unit Owner. Each such resolution or petition shall set forth, in reasonable detail, the purposes for calling such a meeting, and no business shall be transacted at such special meeting except business reasonably related to such stated purposes.

Section 4.3. Place of Meetings. Meetings shall be held at the principal office of the Condominium or at such other suitable and convenient place as may be designated by the Board.

Section 4.4. Notice of Meetings. The Board shall give notice of each annual or special meeting of the Unit Owners to all Unit Owners then of record entitled to vote at such meeting, which notice shall set forth the purpose, time and place of such meeting. Such notice may be given to any Unit Owner by personal delivery, mail, telephone or email not later than five (5) business days prior to the day fixed for the meeting; however, the mailing of such notice to any Unit Owner, addressed to his address at the Property, at least ten (10) days prior to the day fixed for the meeting shall be conclusively deemed the giving of notice to such Unit Owner of such meeting. Any Unit Owner may designate an address for the giving of notice other than such Unit Owner's address at the Property by giving written notice thereof to the Board not less than ten (10) days prior to the giving of notice of the applicable meeting. Any Unit Owner's presence at a meeting of Unit Owners shall be deemed a waiver of said notice requirement.

Section 4.5. Quorum of Unit Owners. Except as otherwise provided in these By-Laws, the presence, in person or by proxy, of a majority of all Unit Owners shall be required at all meetings of the Unit Owners.

Section 4.6. Conduct of Meetings. The minutes of all meetings of the Unit Owners shall be faithfully recorded, which minutes shall include the full text of all resolutions duly adopted by the Unit Owners and a record of all transactions and proceedings occurring thereat.

Section 4.7. Order of Business. The order of business at all annual meetings of the Unit Owners shall be as follows:

- (i) Roll call;
- (ii) Proof of notice of meeting;
- (iii) Reading of the minutes of the preceding meeting (unless waived);

- (iv) Reports of officers of the Condominium;
- (v) Reports of committees;
- (vi) Reports of inspectors of election (when so required);
- (vii) Election of members of the Condominium Board;
- (viii) Unfinished business; and
- (ix) New business.

Section 4.8. Voting at Meetings of Unit Owners.

(A) Subject to the terms of Sections 2.7 and 4.9 hereof, at meetings of Unit Owners, each Unit Owner (including Sponsor or its designee, for so long as Sponsor or such designee shall own Unsold Units) shall be entitled to appoint one (1) member to the board.

(B) Notwithstanding the terms contained in paragraph (A) hereof, no Unit Owner may vote at any meeting of Unit Owners if the Board has perfected a lien against such Unit Owner's Unit and the amount necessary to release such lien has not been paid at the time of such meeting. In addition, neither the Board nor any designee thereof shall be entitled to the vote appurtenant to any Unit owned by the Board or such designee. The vote of all Units whose owners are precluded from voting pursuant to the terms of this paragraph (B) will be excluded when computing the results of voting.

(C) A fiduciary shall be the voting member with respect to a Unit owned in a fiduciary capacity. In addition, if two (2) or more Persons own a Unit, they shall designate one Person amongst them to vote on behalf of their Unit in a writing given to the Board, and the vote of such designee shall be binding upon all of such Persons. Failing such a designation, all of such Persons shall mutually exercise the vote appurtenant to such unit under one ballot without division, and the concurrence of all Persons shall be conclusively presumed if any one of them purports to exercise such vote without protest being contemporaneously made to the individual presiding over the meeting at which such vote is taken. If protest is made, the vote appurtenant to such Unit shall be counted solely for the purpose of determining whether the required attendance is present to establish a quorum.

(D) Any Unit Owner may designate any Person to act as a proxy on his behalf. The designation of any such proxy shall be made in a writing both signed and dated by the designator and delivered to the Board at or before the appointed time for the meeting during which the same is to be effective. Any such designation shall be revocable at any time upon written notice given to the Board; however, no revocation shall be effective with respect to any votes cast by such proxy prior to the receipt of such revocation notice by the Board.

Section 4.9. Election of Board Members. After the period of initial control by Sponsor, board members will be appointed.

Section 4.10. Action Without a Meeting. Any action required or permitted to be taken by the Unit Owners at a duly constituted meeting may be taken without such a meeting if the number of Unit

Owners sufficient to approve such an action at a duly constituted meeting of the Unit Owners pursuant to the Declaration or to these By-Laws consent in writing to the adoption of a resolution approving such action. All written consents given by Unit Owners pursuant to this Section 4.10 shall be retained in the records of the Condominium together with a true copy of the resolution to which they relate.

Section 4.11. Title to Units. Title to any Unit may be taken by any Person or by any two (2) or more Persons as joint tenants, tenants in common, or tenants by the entirety, as may be appropriate, but not as owners in severalty.

Section 4.12. Contractual Liability of Unit Owners. Every contract made by the Board, by any officer of the Condominium, or by any superintendent or Managing Agent of the Building shall state (if obtainable and in addition to the limitation of liability of the members of the Board and the officers of the Condominium pursuant to the terms of Section 2.20 and 3.10 hereof, respectively), that the liability of any Unit Owner with respect thereto shall be limited to: (i) such proportionate share of the total liability thereunder as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners and (ii) such Unit Owner's interest in his or her Unit and its Appurtenant Interests, unless otherwise provided by Law.

ARTICLE 5 - OPERATION OF THE PROPERTY

Section 5.1. Maintenance.

(A) Except as otherwise provided in the Declaration or in these By-Laws, all painting, decorating, maintenance, and replacements, whether structural or non-structural, ordinary or extraordinary,

(i) in or to any Unit and all portions thereof (including, but not limited to, the interior walls, ceilings and floors in the Unit, kitchen and bathroom fixtures and appliances, windows and their frames, sills and sashes, all doors (entrance and terrace or patio, if any) and their frames and saddles, exposed plumbing, gas and heating fixtures shall be performed by the owner of such Unit at such Unit Owner's cost and expense; and

(ii) in or to the Common Elements not covered by subsection (i) shall be performed by the Board as a Common Expense.

If any work is necessitated by any condition or occurrence in the individual unit such Unit Owner shall be liable for such costs which are not paid by the insurance carrier. Promptly upon obtaining knowledge thereof, each Unit Owner shall report to the Board or Managing Agent any defect for which the Board is responsible pursuant to the terms thereof. All painting, decorating,

maintenance, repairs and replacements performed hereunder or otherwise, whether by or at the behest of a Unit Owner or the board, shall be performed in such a manner as shall not unreasonably disturb or interfere with any Unit Owners or tenants and occupants of any Units.

(B) Notwithstanding anything to the contrary provided in paragraph (A) of this Section, however, the exterior glass surfaces of all windows of each Unit are to be washed and cleaned by the owner of such Unit at such Unit Owner's sole cost and expense. In addition, if any painting, decorating, maintenance, or replacements to the Property or any part thereof, whether structural or non-structural, ordinary or extraordinary, is necessitated by the negligence, misuse, or abuse of (i) any Unit Owner, the entire cost and expense thereof shall be borne by such Unit Owner, or (ii) the Board, the entire cost and expense thereof shall be borne by the Board as a Common Expense, except, in all events, to the extent that such cost and expense is covered by the proceeds of any insurance maintained pursuant to the terms of these By-Laws. Similarly, each Unit Owner shall be responsible for any and all damage to any Unit or to the Common Elements resulting from such Unit Owner's failure to maintain, repair, or replace his or her Unit or any portion thereof as required herein.

(C) Each Unit and all portions of the Common Elements shall be kept in first-class condition and order (and free of snow, ice and accumulation of water with respect to any terrace, patio, roof, or other part of the Property exposed to the elements) by Unit Owner or the Board, whichever is responsible for the maintenance thereof as set forth herein, and such Unit Owner or the Board, as the case may be, shall promptly make or perform, or cause to be made or performed, all maintenance work (including, without limitation, painting, replacements and repairs) that is necessary in connection therewith. In addition, the public areas of the Building and those areas exposed to public view shall be kept in good appearance, in conformity with the dignity and character of the Building, by (i) the Board, with respect to such parts of the Building required to be maintained by it, and (ii) each Unit Owner, with respect to the interior and exterior surfaces of terraces, patios, windows and shades, venetian or other blinds, drapes, curtains or other window decorations in or appurtenant to his or her Unit.

Section 5.2. Alterations, Additions, or Improvements in and to Units.

(A) Each Unit Owner shall have the right to (i) make alterations, additions, or improvements in the interior of his unit; (ii) make alterations, additions, or improvements in the interior of to any part of the property allocated to his unit; (iii) change the layout of his unit. However, with respect to any such alteration, addition, improvement or change in, to, of or upon a Unit: (1) no physical modification shall be made to any other Unit, and the Common Interest or interior dimensions of any other Unit shall not be changed by reason thereof, unless the owner of such other affected Unit shall consent thereto; (2) the Unit Owner shall agree to hold the Condominium Board and all other Unit Owners harmless from any liability arising therefrom; (3) such alteration, addition, improvement or change shall not jeopardize the soundness or structural integrity of any part of the Building or the safety of any tenant or other persons at the Property; and (4) such alteration, addition, improvement or change shall not commence until the final certificate of occupancy for the building is procured.

In the event that any Unit Owner wishes to make any modifications to its Unit in accordance with the forgoing, such Unit Owner shall apply to the Board for approval. The Board must respond within fifteen (15) days from receiving notice from the Unit Owner. The Board's failure to timely respond shall be deemed a waiver of its right to reject the proposed modifications. In the event that any unit is subdivided, the subdivided units shall jointly exercise and share the vote allocated to the original unit.

Prior to, and as a condition of, the granting of any such approval, the Board may, at its sole option, require the Unit Owner to procure and agree to maintain during the course of such work such insurance as the Board may reasonably prescribe and to execute an agreement, in form and substance satisfactory to the Board, setting forth the terms and conditions under which such alteration, addition, improvement, or repair may be made, including, without limitation, the indemnity referred to in paragraph (C) hereof and the days and hours during which any such work may be done.

(B) All alterations, additions, and improvements by Unit Owners shall be made in compliance with laws. In connection therewith, the Board shall execute applications to any departments of the City of New York, or to any other governmental agencies having jurisdiction thereof, for any and all permits required in connection with the making of alterations, additions, improvements, or repairs in or to a Unit, provided that, with respect to all such work of a structural nature, the same was approved by the Board pursuant to the terms of paragraph (A) hereof.

(C) Neither the Board nor any Unit Owner (other than the Unit Owner(s) making any alterations, improvements, additions, or repairs, or causing any of the same to be made, in or to his, her or their Unit(s)) shall incur any liability, cost, or expense either (i) in connection with the preparation, execution, or submission of the applications referred to in paragraph (C) hereof; (ii) to any contractor, subcontractor, materialman, architect, or engineer on account of any alterations, improvements, additions, or repairs made or asserting any claim for personal injury or property damage arising therefrom. Any Unit Owner making any alterations, improvements, additions, or repairs, or causing any of the same to be made, in or to his, her or their Unit(s) shall agree (in a writing executed and delivered to the Board, if the Board shall so request), and shall be deemed to agree (in the absence of such writing), to indemnify and hold the Condominium Board, the members of the Board, the officers of the Condominium, and the Managing Agent and all other Unit Owners harmless from and against any such liability, cost and expense.

(D) The Owner of Unit 3 additionally owns the roof and the air rights and is allowed to build any legally permitted structure above the roof, including an expansion of his own dwelling unit. Such construction, however, is subject to paragraphs A, B, and C. Prior to commencing rooftop construction, the Unit Owner shall obtain all necessary permits and shall post the bond to cover any potential damages to the building or its units. In no way shall such an owner be permitted to build an additional apartment which could cause the building to be deemed a four unit dwelling and consequently subject to higher taxes. The unit owner shall be responsible for any tax increase

assessed by the Department of Finance that is due to such construction or improvement. The common charges for the building will be adjusted to reflect his responsibility for the additional structure built. In the event that such an owner uses the roof area, he shall be responsible for maintenance and repairs of the roof.

Section 5.3. Alterations, Additions, or Improvements to the Common Elements. Except as covered in section 5.2 or otherwise provided in the Declaration or in these By-Laws, all necessary or desirable alterations, additions, or improvements in or to any of the Common Elements shall be made by the Board, and the cost and expense thereof shall constitute a Common Expense. Notwithstanding the foregoing, however, whenever the cost and expense of any such alterations, additions, or improvements would, in the judgment of the Board, exceed \$5,000.00 in the aggregate in any calendar year, such proposed alterations, additions, or improvements shall not be made unless first approved by the Unit Owners at a duly constituted meeting of the Unit Owners and by the Mortgage Representatives, if any. Except as otherwise provided in the Declaration and in these By-Laws, all such alterations, additions, or improvements costing \$5,000.00 or less in the aggregate in any calendar year may be made as aforesaid without the approval of either the Unit Owners or any Mortgage Representatives.

Section 5.4. Insurance.

(A) If same shall be obtainable, the Board shall obtain, and shall maintain in full force and effect, fire insurance policies with all risk extended coverage, vandalism and malicious mischief endorsements, insuring the Building (including all Units and the bathroom and kitchen fixtures installed therein on the date of recording the Declaration and all service machinery contained therein, but not including appliances or any furniture, furnishings, decorations, belongings, or other personal property supplied or installed by Unit Owners or the tenants of Unit Owners) and covering the interest of the Condominium, the Condominium Board, all of the Unit Owners and all Permitted Mortgagees, as their interests may appear. Each of the said policies shall contain:

(i) waivers of (a) subrogation, (b) any defense based upon co-insurance or other insurance, (c) invalidity arising out of any acts of the insured, and (d) pro-rata reduction of liability;

(ii) a provision that any adjustment of loss will be made by the Board and that all proceeds thereof shall be paid to either the Board or the Insurance Trustee, as provided in Section 5.5 hereof;

(iii) a New York standard mortgagee clause in favor of each Permitted Mortgagee, which shall provide that the proceeds thereof shall be paid to such Permitted Mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board and the Insurance Trustee set forth in subparagraph (ii) above and in Section 5.5 hereof; and

(iv) a provision that such policy may not be either cancelled or substantially modified except upon at least ten days' prior written notice to all of the insureds, including all Permitted Mortgagees.

Duplicate originals or certificates of all such policies and of all renewals thereof, together with proof of payment of premiums, shall be sent to all Unit Owners and Permitted Mortgagees at least ten days prior to the expiration of the then current policies.

(B) The Condominium Board shall also obtain and maintain, to the extent practicable:

- (i) comprehensive general liability insurance, covering all claims for personal injury or property damage arising out of any occurrence on the Property and listing as co-insureds (a) the Board and each member thereof, (b) the Managing Agent or manager (if any), (c) each officer and employee of the Condominium and (d) each Unit Owner (except, however, that such insurance shall not cover any liability of a Unit Owner arising from occurrences within his or her own Unit);
- (ii) rent insurance (if applicable);
- (iii) workmen's compensation and New York State disability benefits insurance;
- (iv) boiler and machinery insurance; and
- (v) such other insurance as the Board shall from time to time determine.

Each of the aforementioned policies of insurance shall also cover cross-liability claims of one insured against another.

(C) All policies of insurance to be maintained by the Board shall contain such limits as the Board shall from time to time determine, provided, however, that:

- (i) with respect to insurance policies maintained by the Board pursuant to paragraph (A) hereof, the coverage shall be in an amount equal to not less than eighty percent of the full replacement cost of the Building, exclusive of excavation and foundations, without deduction for depreciation, as approved by a fire insurance company, a qualified insurance broker, or another qualified source;
- (ii) with respect to insurance policies maintained by the Board pursuant to subparagraph (i) of paragraph (B) hereof, such policies shall contain single limits of not less than \$500,000.00 in the aggregate until the first regular meeting of the first Board elected by the Unit Owners; and
- (iii) with respect to insurance policies maintained by the Board pursuant to subparagraph (ii) of paragraph (B) hereof, the coverage shall be in an amount least equal to the aggregate of all of the Unit Owners' Common Charges for one year.

Any insurance policies maintained by the Board may also provide for such deductible amounts as the Board shall determine. The Board shall review the limits of each insurance policy, as well as the amount of any deductible sum thereunder, at least once each year.

(D) The cost of all insurance maintained by the Board pursuant to this Section 5.4, together with the fees and disbursements of any Insurance Trustee appointed by the Board pursuant to the terms of these By-Laws, shall be borne by the Board as a Common Expense.

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

Section 5.5. Casualty or Condemnation.

(A) In the event that either (i) the Building or any part thereof is damaged or destroyed by fire or other casualty (hereinafter referred to as a "Casualty Loss") or (ii) the Common Elements or any part thereof is taken in condemnation or by eminent domain (hereinafter referred to as a "Taking"), the net insurance proceeds payable under the insurance policies maintained by the Board pursuant to the terms of Section 5.4 hereof by reason of such Casualty Loss or the net condemnation awards receivable by reason of such Taking, as the case may be, shall be payable to the Board. In either instance, all such monies actually received (hereinafter referred to as the "Trust Funds") shall be held in trust for the benefit of all Unit Owners and their Permitted Mortgagees and shall be disbursed pursuant to the terms of this Section. Notwithstanding anything to the contrary contained either in this paragraph (A) or elsewhere in this Section, however, no Unit Owner whose Unit, or any portion thereof, is taken in condemnation or by eminent domain (whether or not all or a part of the Common Elements are contemporaneously taken) shall be deemed to have waived whatever rights that he or she may have to pursue a separate claim against the condemning authority by reason thereof.

After Sponsor has relinquished control of the Board, the Board shall notify the Sponsor of any damage or destruction by fire or other casualty sustained by the Unsold Units.

(B) Subject to the terms of paragraph (D) hereof, the Board shall arrange for the prompt repair or restoration (hereinafter referred to as the "Work" of: (i) in the event of a Casualty Loss, the portion(s) of the Building (including all Units and the bathroom and kitchen fixtures installed therein on the date of recording the Declaration and all service machinery contained therein, but not including appliances or any furniture, furnishings, decorations, belongings, or other personal property supplied or installed by either Unit Owners or the tenants of Unit Owners) affected by such Casualty Loss or (ii) in the event of a Taking, the portion(s) of the Common Elements affected by such Taking. If, pursuant to the immediately preceding sentence, work is to be performed in or to Units, Common Elements that service or enclose Units and other Common Elements, or any combination of the foregoing, the work shall be performed, to the extent practicable, first in or to the Units, next in or to the Common Elements that service or enclose Units and then in or to the

balance of the Common Elements. In addition, each Unit Owner whose Unit, or any portion thereof, shall be the subject of all or part of any Work shall have the right, subject to the terms of Section 5.2 hereof, to supervise any redecorating of his or her Unit.

(C) In the event that Work shall be performed pursuant to the terms of paragraphs (B) and (D) of this Section, the Board or the Insurance Trustee, as the case may be, shall disburse the Trust Funds to the contractors engaged in the Work in appropriate progress payments. If the Trust Funds shall be less than sufficient to discharge the cost and expense of performing the Work, the Board shall levy a Special Assessment against all Unit Owners for the amount of such deficiency in proportion to their respective Common Interests, and all proceeds of such Special Assessment shall become part of the Trust Funds. However, if the insurance proceeds are not sufficient to discharge the cost and expense of performing any work attributable to any part of the building which is not a "Common Element", such cost and expense must be paid by the owner or owners of the Units or Limited Common Elements which were damaged and no special assessment may be levied against the Unit Owners. If, conversely, the Trust Funds shall prove to be more than sufficient to discharge the cost and expense of performing the Work, such excess shall be paid to the Unit Owner of the damaged unit, except that no payment shall be made to a Unit Owner until there has first been paid, out of said excess, such amounts as may be necessary to reduce unpaid liens on the Unit Owner's Unit (other than mortgages that are not Permitted Mortgages) in the order of priority of such liens. Notwithstanding the foregoing, however, in the event that the Unit Owners are assessed pursuant to the terms of the second sentence of this paragraph (C) for any projected deficiency in the amount of the Trust Funds available to the Board and, after the payment of all costs and expenses incurred in connection with the Work, any portion of the Trust Funds remains unspent, such excess Trust Funds shall, to the extent of such Special Assessment, be deemed to be, and shall constitute, an unspent Special Assessment and shall be paid to the Unit Owners so assessed in proportion to their respective Common Interests, free of any claim of any lienor (including, without limitation, any Permitted Mortgagee).

If the damage is caused to both a Unit and Common Elements, the Board shall retain the services of an insurance adjuster to determine the amount of damages caused separately by the Unit and Common Element and all the underpayments and overpayments shall be subject to provisions in this paragraph (C).

(D) If either 75% or more of a Building is destroyed or substantially damaged by fire or other casualty or 75% or more of the Common Elements are taken in a Taking, the Work shall not be performed unless 75% or more of the Unit Owners of the Building shall promptly resolve to proceed with the same. In the event that a sufficient number of Unit Owners shall so resolve, the Work shall be performed pursuant to the terms of paragraphs (B) and (C) hereof.

Conversely, in the event that a sufficient number of Unit Owners shall either fail or refuse to so resolve, the Work shall not be performed and the Property shall be subject to an action for partition by any Unit Owner or lienor, as if owned in common, in which event the net proceeds of the resulting sale, together with any Trust Funds, shall be paid to all Unit Owners in proportion to their

respective Common Interests, except that no payment shall be made to a Unit Owner until there first has been paid, out of such Unit Owner's share of such funds, such amounts as may be necessary to reduce unpaid liens on the Unit Owner's Unit (other than mortgages that are not Permitted Mortgages) in the order of priority of such liens.

(E) If (i) a portion of any Unit shall be taken in condemnation or by eminent domain and (ii) the Condominium shall not be terminated by reason of a simultaneous Taking pursuant to the terms of paragraph (D) hereof, the Common Interest appurtenant to such Unit shall be adjusted in the proportion that the total floor area of such Unit after such Taking bears to the total floor area of such Unit prior to such Taking. The Board shall promptly prepare and record an amendment to the Declaration reflecting the new Common Interest appurtenant to such Unit, which amendment shall be acknowledged by the owner of such Unit together with the holders of record of any liens thereon (or, in lieu of acknowledgement by such Unit Owner and lienors, the same may execute a consent to such amendment in recordable form). In either event, the Common Interests of the other or remaining Units shall be adjusted accordingly and reflected in an amendment to the Declaration duly executed and acknowledged by the Board and the owners of, together with the holders of record of all liens upon, all of the other or remaining Units.

(F) As used in this Section 5.5, the terms:

- (i) "prompt repair or restoration" shall mean that the Work is to be commenced not more than sixty (60) days after the date on which the Board has received the Trust Funds, whether or not the same are sufficient to discharge the cost and expense of the Work; and
- (ii) "promptly resolve" shall mean a resolution shall be duly made not more than sixty days after the date on which the Board notifies the Unit Owners that it has received the Trust Funds and that the same are or are not sufficient to discharged the estimated cost and expense of the Work, as the case may be.

(G) Any dispute that may arise under this Section between Unit Owners or between Unit Owner(s) and the Board shall be resolved by arbitration pursuant to the terms of Article 10.

Section 5.6. Use of The Property.

(A) No nuisance shall be allowed on the Property, nor shall any use or practice be allowed that either is a source of annoyance to its residents or interferes with the peaceful possession or proper use of the Property by its residents or occupants. No immoral, improper, offensive, or unlawful use shall be made of the Property or any portion thereof, and all valid Laws relating to any portion of the Property shall be complied with at the full cost and expense of the respective Unit Owners or the Board, whoever shall have the obligation to maintain or repair such part of the Property.

(B) Nothing shall be done or kept in any Unit or in any of the Common Elements that would increase the rate of insurance for the Property, except upon the prior written consent of the Board.

No Unit Owner shall permit anything to be done or kept in a Unit or in the Common Elements that will result in the cancellation of insurance on the Property or the contents thereof, or that would be in violation of any law. No waste shall be committed in the Common Elements.

(C) Nothing shall be done in any Unit or in, on or to the Common Elements that will impair the structural integrity of the Property or that will structurally change the Building, except as is otherwise provided in the Declaration or in these By-Laws. In no event shall interior partitions contributing to the support of any Unit or the Common Elements be altered or removed.

Section 5.7. Use of the Units.

(A) In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of Units shall be restricted to, and shall be in accordance with, the terms contained in the balance of this Section. Each Unit may be used in accordance with the use permitted by local law and zoning regulations and the Certificate of Occupancy. Any Unit may be partially used as a professional office by the owner of such unit only.

(B) A Unit owned or leased by an individual, corporation, partnership, fiduciary, or any other entity may be occupied only by said individual, or by an officer, director, stockholder, or employee of such corporation, or by a partner or employee of such partnership, or by said fiduciary (including directors, officers, stockholders, or employees of corporate fiduciaries and partners and employees of partnership fiduciaries), or by the beneficiary of said fiduciary, or by a principal or employee of such other entity, respectively, or by the Family Members and guests of any of the foregoing (and nothing herein contained shall be deemed to prohibit the exclusive occupancy of any Unit by such Family members or guests). Notwithstanding the foregoing, the Board may, in its sole discretion, permit Persons other than those set forth above to occupy a Unit. In no event, however, shall a portion of a Unit (as opposed to the entire Unit) be sold, conveyed, leased, or subleased, and no transient occupant (other than a guest permitted under this paragraph (B)) may be accommodated therein.

Section 5.8. Use of the Common Elements.

(A) Subject to the terms of paragraph (B) of this Section 5.8, the Common Elements (including, without limitation, the electrical, heating, gas, plumbing and other mechanical systems and equipment of the Building and the Facilities) may be used only for the furnishing of the services and facilities, and for the other uses, for which they are reasonably suited and capable. The lobbies, vestibules, public halls, and stairways shall be used only for normal passage through them. Accordingly, all Unit Owners shall require their tradesmen to utilize exclusively the entrance designated by the Board, if any, for transporting packages, merchandise, or other objects.

(B) The cost of maintenance, repair and replacement of Limited Common Elements shall be borne by the Unit Owner having the exclusive or shared use thereto.

(C) The recreation room located on the 6th floor may be used for any purpose in accordance with the law, by unit owners, lessees, and their guests.

Section 5.9. Rights of Access.

(A) Subject to the rights of existing tenants and other occupants of Unsold Units, Unit Owners shall grant to the Sponsor, Board, Managing Agent or manager (if any), superintendent and/or to any other Person authorized by any of the foregoing a right of access to his Unit for the purposes of:

(i) making inspections of, or removing violations noted or issued by any governmental authority against, the Common Elements or any other part of the Property;

(ii) curing defaults hereunder or under the Declaration or violations of the Rules and Regulations committed by such Unit Owner, or correcting any conditions originating in his Unit which threaten another Unit or all or a portion of the Common Elements;

(iii) performing maintenance, installations, alterations, repairs, or replacements to the mechanical or electrical services, or other portions of the Common Elements located within his or her Unit or elsewhere in the Building;

(iv) reading, maintaining, or replacing utility meters relating to the Common Elements, to his Unit, or to any other Unit; or

(v) correcting any condition that violates the provisions of any Permitted Mortgage encumbering another Unit.

Except in cases of emergency (that is, a condition requiring repairs or replacements immediately necessary for the preservation or safety of the Building or for the safety of the occupants of the Building or other individuals, or required to avoid the suspension of any necessary service in the Building), the foregoing rights of access shall be exercised only upon not less than one day's advance notice and only in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. In cases of emergency, however, such rights of access may be exercised immediately, without advance notice and whether or not the Unit Owner is present.

(B) For purposes of paragraph (A), each Unit Owner shall grant to the Board a right of access to his or her Unit and the Board shall grant rights of access to the Common Elements, provided that access thereto shall not be exercised with respect to any Unit in such a manner as will unreasonably interfere with the use of such Unit for its permitted purposes.

(C) A right of access is hereby granted to the Sponsor, unit owners, their successors, heirs and assigns, for the purpose of gaining access to the following areas: common areas; mechanical areas of the building, including but not limited to the boiler room, storage room, meter room or any other facility to which each such unit owner has a right of use; or to any area of the property that such

Unit Owner has a right to use as part of his Unit or as a Common Element. This right of access may be exercised by the Sponsor on no notice and without limitation. However, the right shall only be exercised in a reasonable manner.

Section 5.10. Modification of the Rules and Regulations. The Board shall have the right to amend, modify, add to or delete any of the Rules and Regulations from time to time, provided, however, that any such amendment, modification, addition, or deletion may be overruled by the vote of 75% of the Unit Owners. Copies of the text of any amendments, modifications, additions, or deletions to the Rules and Regulations shall be furnished to all Unit Owners not less than thirty days prior to the effective date thereof.

Section 5.11. Real Estate Taxes, Water Charges and Sewer Rents. Water for the Building shall be supplied by the City of New York. Unless and until real estate taxes, water charges and sewer rents are billed directly to Unit Owners by the City Collector, the Board shall promptly pay such taxes, charges and rents as a Common Expense. However, the Board shall have the right, exercisable in its sole discretion to require the installation of submeters to determine the consumption of water by each Unit as a common expense. In the event of a proposed sale of any Unit, the Board (for so long as the Board is still paying such real estate taxes, water charges and sewer rents) shall, upon the written request of the selling Unit Owner, execute and deliver to the purchaser of such Unit or to such purchaser's title company, a letter agreeing to promptly pay all such taxes, charges and rents affecting such owner's Unit to the date of the closing of title to such Unit.

Section 5.12. Real Estate Tax Escrow. If the tax lots are not apportioned at the time of the First Closing, Sponsor shall place in escrow in the name of the Board an amount equal to the real estate taxes which will be levied against the property for the six (6) month period following the First Closing and will collect at each unit closing the estimated amount of taxes for that period attributable to such unit for reimbursement. The amount in the escrow account will be disclosed in the initial post closing amendment. The Board will pay the real estate taxes from the escrow account when taxes are due and payable and the funder of the escrow account will be entitled to reimbursement from unit owners to the extent of the actual assessment.

Section 5.13. Electricity. Electricity shall be supplied to each Unit through a separate meter for such Unit, and each Unit Owner shall be required to pay all charges for electricity consumed or used in his Unit directly to the utility company servicing the Building as and when billed therefor. The Board shall have the right, exercisable in its sole discretion, to require that electricity be supplied to the Condominium through one or more common meters. In such event, the cost of installation shall be borne by all Unit Owners as a common expense. The cost of electricity shall be borne by each Unit Owner based upon the consumption or usage of gas and electricity in his Unit, as determined by submetering, survey, or any other reasonable method prescribed by the Board and permitted by Law, and shall be payable either to the Board or to the utility company servicing the Building, as directed by the Board.

Section 5.14. Utilities Serving the Common Elements. The cost and expense of water, steam, electricity and gas serving or benefiting any Common Element shall be (i) considered part of the expense of maintaining such Common Elements, (ii) determined by the Board and (iii) charged to the Unit Owners as a Common Expense.

Section 5.15. Vault Charges. All license fees, and all periodic taxes and charges, for vaults or other protrusions beyond the building line shall be paid by the Board as a Common Expense.

Section 5.16. Records and Audits.

(A) The Board or Managing Agent, if any, shall keep full, detailed and accurate records with respect to the financial affairs of the Condominium, which records and books of account shall include, without limitation, (i) a listing of all receipts of and expenditures by the Board and the Managing Agent and (ii) a separate listing for each Unit, setting forth, among other things, the amount of each assessment of Common Charges and Special Assessments levied against such Unit, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid.

(B) Within (4) four months after the end of each fiscal year of the Condominium, the Board shall submit to each Unit Owner, and, if so requested, to any Permitted Mortgagee, an annual report of the receipts and expenditures of the Condominium prepared by an independent accountant. The cost of preparing and distributing each such report shall be borne by the Unit Owners as a Common Expense.

ARTICLE 6 - COMMON CHARGES

Section 6.1. Determination of Common Expenses and Fixing of Common Charges.

(A) From time to time, but not less frequently than annually, the Board shall: (i) prepare and adopt a budget for the Condominium, subject, in all respects, to the strictures set forth in Section 2.4 hereof; (ii) determine the aggregate amount of Common Charges necessary to be charged to the Unit Owners in order to meet the Common Expenses; and (iii) allocate and assess such Common Charges amongst the Unit Owners pro-rata, in accordance with their respective Common Interests (except as otherwise provided in the Declaration or in these By-Laws). The Board shall advise all Unit Owners promptly thereafter in writing of the amount of Common Charges payable by each of them and, not later than ten days next preceding the date upon which the first installment of newly determined Common Charges is due, shall furnish copies of the budget (in a reasonably itemized form) upon which such Common Charges are based to all Unit Owners and to their respective Permitted Mortgagees. The Board may, at its sole discretion, from time to time increase or decrease the amount of Common Charges allocated to the Units and payable by the Unit Owners and may modify its prior determination of the Common Expenses for any fiscal year so as to increase or decrease the amount of Common Charges payable for such fiscal year or portion thereof; however, no such revised determination of Common Expenses shall have a retroactive effect on the amount of Common Charges payable by Unit Owners for any period prior to the date of such new determination.

(B) The failure or delay of the Board to prepare or adopt a budget or to determine the Common Expenses for any fiscal year or portion thereof shall not be deemed a waiver or modification in any respect of the covenants and provisions hereof or a release of any Unit Owner from the obligation to pay Common Charges. In such event, the Common Charges that were computed on the basis of the Common Expenses last determined for any fiscal year or portion thereof shall continue thereafter to be the Common Charges payable by the Unit Owners until a new determination of the Common Expenses shall be made.

(C) In addition to the foregoing duty to determine the amount of and assess Common Charges, the Board shall have the right, subject, in all respects, to the strictures contained in Section 2.4 hereof, to levy Special Assessments to meet the Common Expenses. All Special Assessments shall be levied against all Unit Owners in proportion to their respective Common Interests and may be payable either in one lump sum or in installments, as the Board shall determine, provided, however that the Board shall give each Unit Owner not less than fifteen (15) days' notice prior to the date upon which such Special Assessment, or the first installment thereof, shall be due and payable, which notice shall set forth, in reasonable detail, the nature and purpose thereof. The Board shall have all rights and remedies for the collection of Special Assessments as are provided herein for the collection of Common Charges (including, without limitation, the provisions of Section 6.4 hereof).

(D) The excess of all rents, profits and revenues derived from the rental or use of any space forming a part of, or included in, any Common Element remaining after deduction of all expenses incurred in connection with generating the same shall constitute income of the Unit Owners, and shall be collected on behalf of the Unit Owners by the Board and applied against the Common Expenses for the year in which collected. In the event that such net rents, profits and revenues, together with the Common Charges and any Special Assessments collected from the Unit Owners, for any year of operation shall exceed the Common Expenses for such year, then such excess shall be applied by the Board against the Common Expenses for the next succeeding year(s) of operation, and no Unit Owner shall be entitled to a distribution of any portion of such excess unless the Board shall determine to distribute all or part of such excess to all Unit Owners pro-rata, in proportion to their respective Common Interests. Notwithstanding any provision contained in these By-Laws or in the Declaration to the contrary, however, in no event shall any rent, profit, or revenue derived from the rental or use of any space in the Building be deemed to be derived from the rental or use of any floor slabs, ceilings, or walls delineating or enclosing such space or the incidental use of any portion of any Common Elements appurtenant to such space.

Section 6.2. Payment of Common Charges.

(A) All Unit Owners shall be obligated to pay Common Charges and Special Assessments assessed by the Board pursuant to the terms of Section 6.1 hereof at such time or times (but not less than annually) as the Board shall determine. Unless otherwise determined by the Board, Common Charges shall be payable in installments on the first day of every month in advance. To the extent permitted by Law, the Board shall have a lien on each Unit, on behalf of all Unit Owners,

for unpaid Common Charges and Special Assessments assessed against such Unit. Such lien, however, shall be subordinate, to the extent required by Law, to any liens for real estate taxes assessed against such Unit.

(B) No Unit Owner shall be liable for the payment of any part of Common Charges or any Special Assessments assessed against his Unit subsequent to a sale, transfer, or other conveyance by him of such Unit, together with its Appurtenant Interests. A purchaser or other successor-in-title to the owner of a Unit shall be liable for the payment of all Common Charges and any Special Assessments accrued and unpaid against such Unit prior to his acquisition thereof, except that, to the extent permitted by Law, a Permitted First Mortgagee acquiring title to a mortgaged Unit or a purchaser at a mortgage foreclosure sale held with respect to a Permitted First Mortgage shall not be liable, and such mortgaged Unit shall not be subject to a lien, for the payment of any Common Charges and Special Assessments assessed subsequent to the recording of such Permitted First Mortgage and prior to the acquisition of title to such Unit by the Permitted First Mortgagee or such purchaser. In the event of a foreclosure of a Permitted First Mortgage (whether by sale, deed in lieu of foreclosure, or otherwise), the defaulting Unit Owner shall remain fully liable for the payment of all unpaid Common Charges and Special Assessments that accrued prior to such foreclosure. Any unpaid Common Charges and Special Assessments that are not collected from such defaulting Unit Owner shall be deemed a Common Expense, collectible from all those who are Unit Owners at the time that the same is levied.

(C) Subject to the terms and conditions contained in these By-Laws, any Unit Owner may convey his or her Unit, together with its Appurtenant Interests, to the Board or to its designee, corporate or otherwise, on behalf of all Unit Owners, without being compensated therefor, and, in such event, be exempt from the payment of Common Charges and Special Assessments thereafter accruing, provided, however that: (i) all Common Charges and any Special Assessments then due and payable with respect to such Unit have been paid; (ii) such Unit is free and clear of all liens and encumbrances other than a Permitted First Mortgage and the statutory lien for unpaid Common Charges and Special Assessments; and (iii) no violation of any provision of the Condominium Documents then exists with respect to such Unit.

(D) No Unit Owner shall be exempted from liability for the payment of Common Charges or Special Assessments by waiving the use or enjoyment of any or all of the Common Elements or by abandoning his or her Unit (except with respect to a conveyance of the same to the Board, without compensation, pursuant to the terms of paragraph (C) hereof.) Except as expressly provided to the contrary in paragraph (E) of Section 5.5 hereof, no Unit Owner shall be entitled to a diminution or abatement in the Common Charges or Special Assessments payable thereby for any inconvenience or discomfort arising from: (i) the failure or interruption of any utility or other services; (ii) the making of repairs or improvements to the Common Elements or any Unit (including, without limitation, such Unit Owner's Unit) pursuant to the terms of Sections 5.1, 5.2 or 5.3 hereof; or (iii) any action taken by the Board to comply with Law.

Section 6.3. Statement of Common Charges. The Board shall promptly provide a written statement of all unpaid Common Charges due from any Unit Owner upon its receipt of a written request therefor from such Unit Owner. In addition, each Unit Owner shall be permitted to examine the books of account of the Condominium at reasonable times on ten (10) business days' notice, but not more frequently than once a month.

Section 6.4. Default In Payment of Common Charges.

(A) In the event that any party defaults in performing any act or making any payment which is that party's responsibility hereunder and said default is not cured within fifteen (15) days of written notice of said default, then the Board shall take prompt action to collect any Common Charges due to the Board that remains unpaid for more than thirty days after the due date for the payment thereof. Any lien for unpaid Common Charges and expenses against a Unit will be effective from and after filing of a verified notice thereof in the Register's Office and until all sums secured thereby, with interest and costs accrued thereon, shall have been fully paid, or until six (6) years from the date of filing (unless foreclosure of such lien is started within such six-year period), whichever shall be sooner. In accordance with Section 339-aa of the Real Property Law, while Sponsor is in control of the Board, Sponsor will cause the Board to file a lien on units in which Sponsor is more than thirty (30) days in arrears of common charges. Such liens may be foreclosed by a suit brought in the name of the Board (acting on behalf of all Unit Owners) in like manner as the foreclosure of a mortgage on real property, or an action may be brought by the Board to recover unpaid Common Charges without foreclosing the lien. In connection therewith, the Board shall, at its discretion or upon instruction by sponsor if sponsor is in control of the board, have the right and obligation to cause liens for all sums due and owing to the Board to be filed in the Register's Office pursuant to the terms of Section 339-z of the Condominium Act, to cause such liens to be foreclosed in the manner provided in Section 339-aa of the Condominium Act and/or to institute all other proceedings deemed necessary or desirable by the Board to recover all such unpaid Common Charges, together with all additional sums of money collectable by the Board by reason of such nonpayment pursuant to the terms of paragraph (B) hereof. A suit to recover a money judgment for unpaid Common Charges, however, shall be maintainable without foreclosing or waiving the lien securing such charges.

(B) In the event that any Unit Owner shall fail to make prompt payment of Common Charges, such Unit Owner shall be obligated to pay a penalty charge equal to 10% of the outstanding charge, together with all costs and expenses paid or incurred by the Board, the Managing Agent, or the manager (if any) in connection with collecting such aforementioned lien, including, without limitation, reasonable attorneys' fees and disbursements and court costs. In addition, if the Board shall bring an action to foreclose the aforementioned lien, the defaulting Unit Owner shall be required to pay a reasonable rental for the use of his Unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. All such interest, costs and expenses and rentals shall be added to and shall constitute Common Charges payable by such Unit Owner.

(C) In any action brought by the Board to foreclose a lien on a Unit because of unpaid Common Charges, the Board shall have, on behalf of all Unit Owners, the power to purchase such Unit at the foreclosure sale thereof and to acquire, hold, lease, mortgage, convey, or otherwise deal with such Unit (but not to vote the votes appurtenant to the same). In the event that the net proceeds received on such foreclosure (after deduction of all legal fees and disbursements, advertising costs, brokerage commissions, court costs and other costs and expenses paid or incurred In connection therewith) shall be insufficient to satisfy the defaulting Unit Owner's obligations to the Condominium, such Unit Owner shall remain liable for the deficit. Any surplus on such foreclosure sale in excess of the amount of common charges owed shall be paid to the defaulting Unit Owner after first paying all liens on such Unit Owner's Unit in the order of priority of such liens.

(D) Section 339-kk of the Real Property Law of the State of New York (the “Condominium Act”) applies to all condominium plans in existence after July 22, 1998. It is intended to provide financial protection for a condominium association if a non-occupying owner fails to make monthly payments for its units. The terms of Section 339-kk are as follows:

(i) For purposes of this section, “non-occupying owner” means a unit owner who does not occupy the dwelling unit.

(ii) If a non-occupying owner rents any unit to a rental tenant and then fails to make payments due for common charges, assessments or late fees for such unit within 60 days of the expiration of any grace period after they are due, the Board shall provide written notice to the tenant and the non-occupying owner that rental payments from the tenant shall be paid directly to the Board.

(iii) Such notice shall provide that commencing immediately and until such time as all such payments are made current, all rental payments due subsequent to the issuance of such notice are to be made to the Condominium Association at the address listed on the notice. However, where a majority of the Board has been elected by Unit Owners who are in occupancy, the Board may elect not to require that rental payments be made payable to the Board.

(iv) When such payments from the non-occupying owner are once again current, written notice of this fact shall be given within 3 business days to the rental tenant and non-occupying owner; thereafter, all rental payments shall be made payable to the non-occupying owner or a designated agent.

(v) A non-occupying owner who disputes the Board’s claim to rental payments pursuant to Section 339-kk shall be entitled to present facts supporting such position at the next scheduled meeting of the Board, which must be held within 30 days of the date that such Board receives notice that such owner seeks to dispute such claim.

(vi) Nothing in Section 339-kk shall limit any rights of Unit Owners or of the Board existing under any other law or agreement.

(vii) Payment by a rental tenant to the Board made in connection with Section 339-kk 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.

ARTICLE 7 - SELLING AND LEASING OF UNITS

Section 7.1. General. Each owner of a Unit may sell or lease his or her Unit without limitation except that no unit owner may discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or any other grounds prohibited by law. The Board does not have a right of first refusal. Any purported sale or lease consummated in default of the applicable terms hereof shall be voidable at the sole election of the Board, and, if the Board shall so elect, the selling or leasing Unit Owner shall be deemed to have authorized and empowered the Board to institute legal proceedings to eject the purported purchaser (in the event of an unauthorized sale) or to evict the purported tenant (in the event of an unauthorized leasing) in the name of said Unit Owner as the owner or landlord, as the case may be. The said Unit Owner shall reimburse the Board for all costs and expenses paid or incurred in connection with such proceedings, including, without limitation, reasonable attorneys' fees and disbursements and court costs.

Section 7.2. No Severance of Ownership. No Unit Owner shall execute any deed or other instrument conveying title to his Unit without including therein its Appurtenant Interests, it being the intention to prevent any severance of such combined ownership. Any deed or other instrument purporting to affect one or more such interests shall be taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, conveyed, or otherwise disposed of, except as part of a sale, conveyance, or other disposition of the Unit to which such interests are appurtenant or as part of a sale, conveyance, or other disposition of such part of the Appurtenant Interests of all Units. Nothing contained in this Section, however, shall prohibit the lease of any Unit without the simultaneous lease of its Appurtenant Interests.

Section 7.3. Payment of Common Charges. No Unit Owner shall be permitted to convey or lease his Unit unless he shall have paid in full to the Board all unpaid Common Charges and Special Assessments theretofore assessed against such Unit and shall have satisfied all unpaid liens, other than that of Permitted Mortgages, levied against such Unit.

Section 7.4. Power of Attorney. At the time of acquiring title to a Unit and as a condition thereof, the new Unit Owner shall duly execute, acknowledge and deliver to the representative of his title insurance company (or, if no such representative is present, to the Board) for recording in the Register's Office, the Unit Owner's Power of Attorney required in Article 14 of the Declaration, in the form set forth in Part II of the Offering Plan.

ARTICLE 8 - MORTGAGING OF UNITS

Section 8.1. General. Each Unit Owner shall have the right to mortgage his Unit, subject only to the terms and conditions contained in Section 8.2 hereof. Any Unit Owner who mortgages his Unit, or the holder of such mortgage, shall supply the Board with the name and address of his mortgagee and shall file a confirmed copy of the note and mortgage with the Board. Any Unit Owner who satisfies a mortgage covering his Unit shall so notify the Board and shall file a confirmed copy of the satisfaction of mortgage with the Board. The Secretary of the Condominium shall maintain such information in a book entitled "Mortgages of Units".

Section 8.2. Restrictions on Mortgaging.

(A) No Unit Owner shall be permitted to mortgage, pledge, or hypothecate his or her Unit unless and until he or she shall have paid in full to the Board all unpaid Common Charges and special assessments theretofore assessed against such Unit and shall have satisfied all unpaid liens, except the liens of Permitted Mortgages levied against such Unit.

(B) No Unit Owner shall execute any mortgage or other document mortgaging, pledging, or hypothecating title to his or her Unit without including therein its Appurtenant Interests, it being the intention to prevent any severance of such combined ownership. Any mortgage or other instrument purporting to affect one or more of such interests without including all such interests shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein.

(C) Any mortgage covering a Unit shall be substantially in the form of the New York statutory form of mortgage, except for such changes or additions thereto as may be required in order to permit a particular bank, trust company, insurance company, savings and loan association, or other institutional or non-institutional lender to make the mortgage loan or take an assignment thereof.

Section 8.3. Notice of Unpaid Common Charges and Default. Whenever requested in writing by a Permitted Mortgagee, the Board shall promptly report to such Permitted Mortgagee any default by his mortgagor(s) in the payment of Common Charges or Special Assessments or in the observance or performance of any of the provisions of the Condominium Documents as to which the Board has knowledge then exists. The Board shall, when giving notice to a Unit Owner of any such default, also send a copy of such notice to his or her Permitted Mortgagee, if so requested. However, the Board shall have no liability for any failure, through oversight or negligence, in notifying a Permitted Mortgagee of any default by his or her mortgagor under the Condominium Documents, provided that (i) the Board shall advise such Permitted Mortgagee of the default

promptly after discovering such failure and (ii) if the Board shall foreclose a lien on such mortgagor's Unit pursuant to the terms of Section 6.4 hereof by reason of such default, the Board shall pay to such Permitted Mortgagee the net proceeds of any foreclosure sale of such Unit (after retaining all sums due and owing to the Board pursuant to the Condominium Documents) or such lesser sum as shall be due and owing to such Permitted Mortgagee. Any excess proceeds shall be paid to the defaulting Unit Owner.

Section 8.4. Performance by Permitted Mortgagees. Any sum of money to be paid or any act to be performed by a Unit Owner pursuant to the terms of the Condominium Documents may be paid or performed by his or her Permitted Mortgagee, and the Board shall accept such Permitted Mortgagee's payment or performance with the same force and effect as if the same were paid or performed by such Unit Owner.

Section 8.5. Examination of Books. Each Permitted Mortgagee shall be permitted to examine the books of account of the Condominium at reasonable times on ten (10) business days' notice, but not more frequently than once a month.

Section 8.6 Additional Rights of Mortgagee:

(A) If the Declaration and the By-Laws are to be amended and such amendment would materially interfere with any right or interest of any mortgagee such amendment may only be filed upon approval of 51% of all mortgagees.

(B) In addition to any other notices provided for in the Declaration and By-Laws, Notices will be sent to any mortgagee by certified or registered mail return receipt requested, pursuant to the terms of this section.

i) Notice shall be sent in the event that either (a) the Building or any part thereof is damaged or destroyed by fire or other casualty (hereinafter referred to as a "Casualty Loss") or (b) the Common Elements or any part thereof is taken in condemnation or by eminent domain (hereinafter referred to as a "Taking") in accordance with section 5.5 of the By-Laws. In addition, when applicable, no termination of condominium shall occur without 51% mortgagee approval.

ii) Notice shall be sent in the event that any party whose unit or interest is mortgaged to a mortgagee defaults in performing any act or making any payment which is that party's responsibility hereunder, including common charges and or special assessments, for a period of sixty days after the obligation to pay, and said default is not cured within fifteen (15) days of written notice of said default.

iii) At least ten days' prior written notice to all of the insureds, including all Permitted Mortgagees shall be sent if any insurance policies insuring the Building and all service machinery contained therein covering the interest of the Condominium, the Condominium Board, all of the Unit Owners and all Permitted Mortgagees, as their interests may appear may are to be either cancelled, or be allowed to lapse, or substantially modified.

iv) If the Declaration and the By-Laws are to be amended and such amendment would materially interfere with any right or interest of any mortgagee.

v) In addition, the mortgagee and guarantor of the mortgage on any unit in the condominium project has the right to timely written notice of a) delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage, which is in excess of 60 days and b) any proposed action that requires the consent of a specified percentage of mortgagees.

C. Notwithstanding the foregoing provisions in the event a mortgagee fails to respond to written notice within 60 days of said written notice, provided notice was delivered by certified or registered mail return receipt requested said silence shall be construed as an implied approval by an mortgagee.

ARTICLE 9 - CERTAIN REMEDIES

Section 9.1. Self Help. If any Unit Owner shall violate or breach any of the provisions of the Condominium Documents required to be observed or performed by him, including, without limitation, any breach of his obligation to paint, decorate, maintain, repair, or replace his Unit, and shall fail to cure such violation or breach within five days after receipt of written notice of the same from the Board, the Managing Agent, or any manager (or, with respect to any violation or breach of the same not reasonably susceptible to cure within such period, to commence such cure within such five day period and, thereafter, to prosecute such cure with due diligence to completion), the Board shall have the right to enter such Unit Owner's Unit and summarily abate, remove, or cure such violation or breach without thereby being deemed guilty or liable in any manner of trespass. In addition, in the event the Board shall determine that the abatement, removal, or cure of any such violation or breach is immediately necessary for the preservation or safety of the Building or for the safety of the occupants of the Building or other individuals or is required to avoid the suspension of any necessary service in the Building, the Board may take such action immediately, without prior notice and without allowing said Unit Owner any period of time within which to cure or to commence to cure such violation or breach.

Section 9.2. Abatement and Enjoinment. In the event any Unit Owner shall violate or breach any of the provisions of the Condominium Documents to be observed or performed, the Board shall have the right to enjoin, abate, or remedy the continuance or repetition of any such violation or breach by appropriate proceedings brought at law or in equity.

Section 9.3. Remedies Cumulative. The remedies specifically granted to the Board in this Article or elsewhere in the Condominium Documents shall be cumulative, shall be in addition to all other remedies obtainable at law or in equity and may be exercised at one time or at different times, concurrently or in any order, in the sole discretion of the Board. The exercise of any remedy shall not operate as a waiver, or preclude the exercise, of any other remedy.

Section 9.4. Costs and Expenses. All sums of money expended, and all costs and expenses incurred, by the Board in connection with the abatement, enjoinder, removal, or cure of any violation, breach, or default committed by a Unit Owner pursuant to the terms of Section 9.1 or Section 9.2 hereof shall be immediately payable by such Unit Owner to the Board, which amount shall be paid within ten (10) days of receiving notice. In the event it is not paid within ten (10) days of receiving notice, a penalty charge equal to 10% of the outstanding charge shall be payable. All sums payable by a Unit Owner to the Board pursuant to the terms of this Section shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner.

ARTICLE 10 - ARBITRATION

Section 10.1. Procedure. In order to resolve any dispute, controversy, claim or question arising with respect to the Condominium (with the exception of disputes arising under the Housing Merchant Implied Warranty) or the Purchase Agreement, or to break any deadlock in voting, the parties shall submit such dispute or question to arbitration through the American Arbitration Association ("AAA"), which will give any party the rights he is entitled to under New York law. The arbitration proceeding will follow the rules of the AAA. The arbitrator will be neutral and independent of Sponsor and its principal and will be appointed by the AAA. The hearing will take place in the county where the building is located. The parties to the purchase agreement are giving up the right to bring suit in court, including the right to a trial by jury, concerning disputes over the disposition of escrowed funds, except as provided by the rules of the arbitration forum in which a claim is filed. The decision of the arbitrators so chosen shall be given within thirty (30) days after their selection or appointment.

Section 10.2. Variation by Agreement. The parties to any dispute required or permitted to be resolved by arbitration pursuant to the terms of the Condominium Documents may, by written agreement, vary any of the terms of Section 10.1 hereof with respect to the arbitration of such dispute or may agree to resolve their dispute in any manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as "New York Simplified Procedure for Court Determination of Disputes".

Section 10.3. Binding Effect. The decision/award rendered in any arbitration proceeding shall be binding upon all of the parties thereto and may be entered in any court of appropriate jurisdiction under the New York Arbitration Law and Article 75 of the CPLR. The Board shall follow the directions of the Arbitrators. Any decision shall be final and conclusive upon the parties and a judgment thereon may be entered in a court of competent jurisdiction. The decision shall be enforceable in a court of competent jurisdiction. Notwithstanding the foregoing, however, any arbitration held pursuant to the terms of the Condominium Documents with respect to a matter that arose prior to the first annual meeting of all Unit Owners held pursuant to the terms of Section 4.1 hereof shall be non-binding.

Section 10.4. Costs and Expenses. The fees, costs and expenses of the arbitrators shall be borne equally by the disputants. Each disputant shall also bear the fees and expenses of his or her counsel and expert witnesses. All costs and expenses paid or incurred by the Board in connection with any arbitration held hereunder, including, without limitation, the fees and expenses of counsel and expert witnesses, shall constitute Common Expenses.

ARTICLE 11 - NOTICES

Section 11.1. General. All notices required or desired to be given hereunder by mail shall be sent by registered or certified mail, return receipt requested, postage prepaid and addressed:

- (i) if to the Board, to the Board at its principal office as set forth in Section 1.5 hereof, with a photocopy sent to the Managing Agent (if any) at its principal office address as aforesaid;
- (ii) if to a Unit Owner, to such Owner at his or her address at the Property; and,
- (iii) if to a Permitted Mortgagee, to such Permitted Mortgagee at its latest address designated in writing to the Condominium Board.

Any of the foregoing parties may change the address to which notices are to be sent, or may designate additional addresses for the giving of notice, by sending written notice to the other parties as aforesaid. All notices sent pursuant to the terms of this Section shall be deemed given when deposited in a United States Postal Service depository located in the State of New York enclosed in a sealed, postage paid wrapper, provided, however, that notices of change of address, designating additional addresses and those deposited in a United State Postal Service depository located outside of the State of New York shall be deemed to have been given when received.

Section 11.2. Waiver of Service of Notice. Whenever any notice is required to be given by Law or pursuant to the terms of the Condominium Documents, a waiver thereof in writing, signed by the Person or Persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof. Wherever provided for in these bylaws, notice may also be given by telephone, email, or other transmission.

ARTICLE 12 - AMENDMENTS TO BY-LAWS

Any provision of these By-Laws may be amended, modified, added to, or deleted by the affirmative vote of 2/3 of all Units by their unit owners in accordance with section 4.8 hereof, either taken at a duly constituted meeting thereof or given in writing without a meeting as provided in Section 4.10 hereof. Each duly adopted amendment, modification, addition, or deletion hereof or hereto shall be effectuated in an instrument executed and recorded in the Register's Office by or on behalf of the Board as attorney-in-fact of all Unit Owners, which power-of-attorney shall be deemed irrevocable and coupled with an interest. Attached to each such instrument shall be an

original, executed Secretary's Certification, certifying that the requisite number and percentage of Unit Owners approved the amendment, modification, addition, or deletion set forth therein either at a duly constituted meeting of Unit Owners or in writing without a meeting pursuant to the terms of Section 4.10 hereof, in which Secretary's Certification there shall be described the number and percentage of Unit Owners approving the same and, if voted at a meeting, the date, time and place of such meeting. No such amendment, modification, addition, or deletion shall be effective unless and until such an instrument shall be duly recorded in the Register's Office.

ARTICLE 13 - FURTHER ASSURANCES

Section 13.1. General. Any Person that is subject to the terms of these By-laws, whether such Person is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member of the Board, an officer of the Condominium, or otherwise, shall, at the expense of any other Person requesting the same, execute, acknowledge and deliver to such other Person such instruments, in addition to those specifically provided for therein, and take such other action as such other Person may reasonable request in order either to effectuate the provisions of these By-Laws or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

Section 13.2. Failure to Deliver or Act. If any Unit Owner or other Person that is subject to the terms of these By-Laws fails to execute, acknowledge, or deliver any instrument, or fails or refuses, within ten days after request therefor, to take any action that such Unit Owner or Person is required to execute, acknowledge and deliver or to take pursuant to these By-Laws, then the Board or its Managing Agent, is hereby authorized, as attorney-in-fact for such Unit Owner or other Person, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner or other Person, and such document or action shall be binding on such Unit Owner or other Person.

ARTICLE 14 - MISCELLANEOUS

Section 14.1. Inspection of Documents. Copies of the Declaration, these By-Laws, the Rules and Regulations and the Floor Plans, as the same may be amended from time to time, shall be maintained at the office of the Board and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours.

Section 14.2. Waiver. No provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches that may occur.

Section 14.3. Conflicts. In the event that any provision of these By-Laws or of the Rules and Regulations shall be construed to be inconsistent with any provision of the Declaration or of the Condominium Act, the provision contained in the Declaration or in the Condominium Act shall

control. All provisions of the Declaration and By-Laws are subject to any written agreement among the owners of the Units.

Section 14.4. Severability. If any provision of these By-Laws is invalid or unenforceable as against any Person or under certain circumstances, the remainder of these By-Laws and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of these By-Laws shall, except as otherwise provided herein, be valid and enforced to the fullest extent provided by Law.

Section 14.5. Gender. A reference in these By-Laws to any one gender, masculine, feminine, or neuter, includes the other two, and the singular includes the plural, and vice-versa, unless the context otherwise requires.

Section 14.6. Captions. The index hereof and the captions herein inserted are included only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these By-Laws or the intent of any provision hereof.

**ADDENDUM TO THE BY-LAWS OF
THE 105 DIAMOND STREET CONDOMINIUM
RULES AND REGULATIONS**

1. The sidewalks, entrances, passages, public halls, vestibules, corridors and stairways of or appurtenant to the Building shall not be obstructed or used in any manner to impede the ingress and egress to the units.
2. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed or stored in any of the halls or on any of the staircases or fire tower landings of the Building, nor shall any fire exit thereof be obstructed in any manner.
3. Nothing shall be hung or shaken from any doors, window, or open terraces or patios, or placed upon the window sills, of the Building, and no Unit Owner shall sweep or throw, or permit to be swept or thrown, any dirt, debris or other substance therefrom.
4. There shall be no playing or lounging in the entrances, passages, public halls, vestibules, corridors, stairways, or fire towers of the Building, except in recreational areas or other areas designated as such in the Declaration or by the Condominium Board.
5. The Board or the Managing Agent may, from time to time, curtail or relocate any portion of the Common Elements devoted to storage, recreation, or service purposes in the Building.
6. Nothing shall be done or be kept in any Unit or in the Common Elements that will increase the rate of insurance of the Building, or the contents thereof, without the prior written consent of

the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any Law. No Unit Owner or any of his Family Members, agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in his Unit any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Unit.

7. There shall be no barbecuing in the Units, or in the Common Elements, except for those areas (if any) specifically designated for barbecuing by the Board. Porches, decks and backyards, if any, are designated for barbecuing.

8. No Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises (except for noises made by children under the age of ten (10) years) or odors to be produced upon or to emanate from his Unit or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a phonograph, radio, television set, or other loudspeaker in such Unit Owner's Unit between midnight and the following 8:00 AM, if same shall disturb or annoy other occupants of the Building, and in no event shall any Unit Owner practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 PM and the following 9:00 AM. No construction, repair work, or other installation involving noise shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency.

9. No bird, reptile, or animal shall be permitted, raised, bred, kept, or harbored in the Building unless, in each instance, the same shall have been expressly permitted in writing by the Board or the Managing Agent. Any such consent, if given, shall be revocable at any time by the Board or the Managing Agent in their sole discretion. The Board reserves the right to levy an annual fee on any Unit Owner harboring a permitted pet. In no event shall any bird, reptile, or animal be permitted in any public area of the Building or in any of the public portions of the building, unless carried or on leash. No pigeons or other birds or animals shall be fed from the window sills, patios, terraces, or other public portions of the building, or on the sidewalk or Street adjacent to the Building.

10. All radio, television, or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.

11. Water-closets and other water apparatus in the 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 water-closets or other apparatus in a Unit shall be repaired and paid for by the owner of such Unit.

12. Each Unit Owner shall keep his or her Unit in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.

13. The agents of the Board or the Managing Agent and any contractor or workman authorized by the Board or the Managing Agent, may enter any room or Unit at any reasonable hour of the day, on at least one day's prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

14. The Board or the Managing Agent may retain a pass-key to each Unit. If any lock is altered or a new lock is installed, the Board or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Unit Owner is not personally present to open and permit an entry to his or her Unit at any time when an entry there is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Board or the Managing Agent, then the Board or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Unit Owner's property).

15. If any key or keys are entrusted by a Unit Owner, by any Family Member thereof, or by his or her agent, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for such Unit Owner's Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Board nor the Managing Agent shall (except as otherwise provided herein) be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

16. Unit Owners and their respective Family Members, guests, servants, employees, agents, visitors, or licensees shall not at any time or for any reason whatsoever enter upon, or attempt to enter upon, the roof of the Building not designated as a Limited Common Element.

17. No occupant of the Building shall send any employee of the Condominium or of the Managing Agent out of the Building on any private business.

18. Any consent or approval given under these Rules and Regulations may be amended, modified, added to, or repealed at any time by resolution of the Board. Further, any such consent or approval may, in the discretion of the Board or the Managing Agent, be conditional in nature.

20. Complaints regarding the service of the Condominium shall be made in writing to the Condominium Board or to the Managing Agent.

Document 8:

Warranties on the Sale of

New Homes

GENERAL BUSINESS LAW Article 36-B
WARRANTIES ON SALES OF NEW HOMES

§ 777. Definitions

As used in this article, the following terms shall have the following meanings:

1. "Builder" means any person, corporation, partnership or other entity contracting with an owner for the construction or sale of a new home.
2. "Building code" means the uniform fire prevention and building code promulgated under section three hundred seventy-seven of the executive law, local building code standards approved by the uniform fire prevention and building code council under section three hundred seventy-nine of the executive law, and the building code of the city of New York, as defined in title twenty-seven of the administrative code of the city of New York.
3. "Constructed in a skillful manner" means that workmanship and materials meet or exceed the specific standards of the applicable building code. When the applicable building code does not provide a relevant specific standard, such term means that workmanship and materials meet or exceed the standards of locally accepted building practices.
4. "Material defect" means actual physical damage to the following load-bearing portions of the home caused by failure of such load-bearing portions which affects their load-bearing functions to the extent that the home becomes unsafe, unsanitary or otherwise unliveable: foundation systems and footings, beams, girders, lintels, columns, walls and partitions, floor systems, and roof framing systems.
5. "New home" or "home" means any single family house or for-sale unit in a multi-unit residential structure of five stories or less in which title to the individual units is transferred to owners under a condominium or cooperative regime. Such terms do not include dwellings constructed solely for lease, mobile homes as defined in section seven hundred twenty-one of this chapter, or any house or unit in which the builder has resided or leased continuously for three years or more following the date of completion of construction, as evidenced by a certificate of occupancy.
6. "Owner" means the first person to whom the home is sold and, during the unexpired portion of the warranty period, each successor in title to the home and any mortgagee in possession. Owner does not include the builder of the home or any firm under common control of the builder.
7. "Plumbing, electrical, heating, cooling and ventilation systems" shall mean:
 - a. in the case of plumbing systems: gas supply lines and fittings; water supply, waste and vent pipes and their fittings; septic tanks and their drain fields; water, gas and sewer service piping, and their extensions to the tie-in of a public utility connection, or on-site well and sewage disposal system;
 - b. in the case of electrical systems: all wiring, electrical boxes, switches, outlets and connections up to the public utility connection; and
 - c. in the case of heating, cooling and ventilation systems: all duct work, steam, water and refrigerant lines, registers, convectors, radiation elements and dampers.
8. "Warranty date" means the date of the passing of title to the first owner for occupancy by such owner or such owner's family as a residence, or the date of first occupancy of the home as a residence, whichever first occurs.

§ 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.

Document 9:

Form of Lease Agreement

LEASE AGREEMENT

The Landlord and Tenant agree to lease the Apartment at the Rent and for the Term stated on these terms:

LANDLORD:_____ **TENANT:**_____

Address for Notices:_____

Apartment (and terrace, if any)_____ at _____

Lease date:	Term	Yearly Rent	\$
_____ 20_____	beginning	_____ 20_____	Monthly Rent
	ending	_____ 20_____	Security
			\$

Rider Additional terms on _____ page(s) initialed at the end by the parties is attached and made a part of this Lease.

1. Use

The Apartment must be used only as a private Apartment to live in and for no other reason. Only a party signing this Lease and the spouse and children of that party may use the Apartment.

2. Failure to give possession

Landlord shall not be liable for failure to give Tenant possession of the Apartment on the beginning date of the Term. Rent shall be payable as of the beginning of the Term unless Landlord is unable to give possession. Rent shall then be payable as of the date possession is available. Landlord will notify Tenant as to the date possession is available. The ending date of the Term will not change.

3. Rent, added rent

The rent payment for each month must be paid on the first day of that month at Landlord's address. Landlord need not give notice to pay the rent. Rent must be paid in full and no amount subtracted from it. The first month's rent is to be paid when Tenant signs this Lease. Tenant may be required to pay other charges to Landlord under the terms of this Lease. They are to be called "added rent." This added rent is payable as rent, together with the next monthly rent due. If Tenant fails to pay the added rent on time, Landlord shall have the same rights against Tenant as if Tenant failed to pay rent. Payment of rent in installments is for Tenant's convenience only. If Tenant defaults, Landlord may give notice to Tenant that Tenant may no longer pay rent in installments. The entire rent for the remaining part of the Term will then be due and payable.

4. Security

Tenant has given Security to Landlord in the amount stated above. If Tenant fully complies with all of the terms of this Lease, Landlord will return the Security after the Term ends. If Tenant does not fully comply with the terms of this Lease, Landlord may use the Security to pay amounts owed by Tenant, including damages. If Landlord sells or leases the Building, Landlord may give the Security to the buyer or lessee. Tenant will look only to the buyer or lessee for the return of the Security.

5. Services

Landlord will supply: (a) heat as required by law, and (b) hot and cold water for bathroom and kitchen sink. Stopping or reducing of service(s) will not be reason for Tenant to stop paying rent, to make a money claim or to claim eviction. Damage to the equipment or appliances supplied by Landlord caused by Tenant's act or neglect, may be repaired by Landlord at Tenant's expense. The repair cost will be added rent.

Tenant must pay for all electric, gas, telephone, water, sewerage and other utility services used in the Apartment and arrange for them with the public utility company.

Landlord may stop service of the plumbing, heating, elevator, air cooling or electrical systems, because of accident, emergency, repairs, or changes until the work is complete. If unable to supply any service because of labor trouble, Government order, lack of fuel supply or other cause not controlled by Landlord, Landlord is excused from supplying that service. Service shall resume when Landlord is able to supply it.

6. Repairs

Tenant must take good care of the Apartment and all equipment and fixtures in it. Tenant must, at Tenant's cost, make all repairs and replacements whenever the need results from Tenant's act or neglect. If Tenant fails to make a needed repair or replacement, Landlord may do it. Landlord's expense will be added rent.

7. Alterations

Tenant must obtain Landlord's prior written consent to install any panelling, flooring, "built in" decorations, partitions, railings or make alterations or to paint or wallpaper the apartment. Tenant must not change the plumbing, ventilating, air conditioning, electric or heating systems. If consent is given, the alterations and installations shall become the property of Landlord when completed and paid for, and shall remain with and as part of the Apartment at the end of the Term. Landlord has the right to demand that Tenant remove the alterations and installations before the end of the Term. The demand shall be by notice, given at least 15 days before the end of the Term. Landlord is not required to do or pay for any work unless stated in this Lease.

8. Fire, accident, defects, damage

Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the Apartment can not be used because of fire or other casualty, Tenant is not required to pay rent for the time the Apartment is unusable. If part of the Apartment cannot be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the Apartment is usable. Landlord need only repair the damaged structural parts of the Apartment. Landlord is not required to repair or replace any equipment, fixtures, furnishings or decorations unless originally installed by Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

If the fire or other casualty is caused by an act or neglect of Tenant or guest of Tenant, or at the time of the fire or casualty Tenant is in default in any term of this Lease, then all repairs will be made at Tenant's expense and Tenant must pay the full rent with no adjustment. The cost of the repairs will be added rent.

Landlord has the right to demolish or rebuild the Building if there is substantial damage by fire or other casualty. Even if the Apartment is not damaged, Landlord may cancel this Lease within 30 days after the fire or casualty by giving Tenant notice of Landlord's intention to demolish or rebuild. The Lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver the Apartment to Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the Lease is cancelled Landlord is not required to repair the Apartment or Building.

9. Liability

Landlord is not liable for loss, expense, or damage to any person or property, unless due to Landlord's negligence. Tenant must pay for damages suffered and money spent by Landlord relating to any claim arising from any act or neglect of Tenant. Tenant is responsible for all acts of Tenant's family, employees, guests or invitees.

10. Landlord may enter

Landlord may at reasonable times, enter the Apartment to examine, to make repairs or alterations, and to show it to possible buyers, lenders or tenants.

11. Assignment and sublease

Tenant must not assign this Lease or sublet all or part of the Apartment or permit any other person to use the Apartment. If Tenant does, Landlord has the right to cancel the Lease as stated in the Default section.

12. Subordination

This Lease and Tenant's rights, are subject and subordinate to all present and future: (a) leases for the Building or the land on which it stands, (b) mortgages on the leases or the Building or land, (c) agreements securing money paid or to be paid by a lender, and (d) terms, conditions, renewals, changes of any kind and extensions of the mortgages or leases or Lender agreements. Tenant must promptly execute any certificate(s) that Landlord requests to show that this Lease is so subject and subordinate. Tenant authorizes Landlord to sign these certificate(s) for Tenant.

13. Condemnation

If all of the Apartment or Building is taken or condemned by a legal authority, the Term, and Tenant's rights shall end as of the date the authority takes title to the Apartment or Building. If any part of the Apartment or Building is taken, Landlord may cancel

this Lease on notice to Tenant. The notice shall set a cancellation date not less than 30 days from the date of the notice. If the Lease is cancelled, Tenant must deliver the Apartment to Landlord on the cancellation date together with all rent due to that date. The entire award for any taking belongs to Landlord. Tenant gives Landlord any interest Tenant may have to any part of the award. Tenant shall make no claim for the value of the remaining part of the Term.

14. Tenant's duty to obey laws and regulations

Tenant must, at Tenant's expense, promptly comply with all laws, orders, rules, requests, and directions, of all governmental authorities, Landlord's insurers, Board of Fire Underwriters, or similar groups. Tenant may not do anything which may increase Landlord's insurance premiums. If Tenant does, Tenant must pay the increase as added rent.

15. Tenant's defaults and Landlord's remedies

A. Landlord may give 5 days written notice to Tenant to correct any of the following defaults:

1. Failure to pay rent or added rent on time.
2. Improper assignment of the Lease, improper subletting all or part of the Apartment.
3. Improper conduct by Tenant or other occupant of the Apartment.
4. Failure to fully perform any other term in the Lease.

B. If Tenant fails to correct the defaults in section A within the 5 days, Landlord may cancel the Lease by giving Tenant a written 3 day notice stating the date the Term will end. On that date the Term and Tenant's rights in this Lease automatically end and Tenant must leave the Apartment and give Landlord the keys. Tenant continues to be responsible for rent, expenses, damages and losses.

C. If the Lease is cancelled, or rent or added rent is not paid on time, or Tenant vacates the Apartment, Landlord may in addition to other remedies take any of the following steps:

1. Use dispossession, eviction or other lawsuit method to take back the Apartment, and
2. To the extent permitted by law, enter the Apartment and remove Tenant and any person or property.

D. If the Lease is ended or Landlord takes back the Apartment, rent and added rent for the unexpired Term becomes due and payable. Landlord may re-rent the Apartment and any thing in it for any Term. Landlord may re-rent for a lower rent and give allowances to the new Tenant. Tenant shall be responsible for Landlord's cost of re-renting. Landlord's cost shall include the cost of repairs, decorations, broker's fees, attorney's fees, advertising and preparation for renting. Tenant shall continue to be responsible for rent, expenses, damages and losses. Any rent received from the re-renting shall be applied to the reduction of money Tenant owes. Tenant waives all rights to return to the Apartment after possession is given to the Landlord by a Court.

16. Waiver of jury, counterclaim, setoff

Landlord and Tenant waive trial by a jury in any matter which comes up between the parties under or because of this Lease (except for a personal injury or property damage claim). In a proceeding to get possession of the Apartment, Tenant shall not have the right to make a counterclaim or setoff.

17. Notices

Any bill, statement or notice must be in writing. If to Tenant, it must be delivered or mailed to the Tenant at the Apartment. If to Landlord it must be mailed to Landlord's address. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. A notice must be sent by certified mail. Landlord must send a written notice to Tenant if Landlord's address is changed.

18. No waiver, illegality

Landlord's acceptance of rent or failure to enforce any term in this Lease is not a waiver of any of Landlord's rights. If a term in this Lease is illegal, the rest of this lease remains in full force.

19. Bankruptcy, insolvency

If (1) Tenant assigns property for the benefit of creditors, (2) Tenant files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant 30 days notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within the 30 days, the Term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses without offset.

20. Rules

Tenant must comply with Landlord's Rules. Notice of Rules will be posted or given to Tenant. Landlord need not enforce Rules against other Tenants. Landlord is not liable to Tenant if another tenant violates the Rules. Tenant receives no rights under the Rules.

21. Representations

Tenant has read this Lease. All promises made by the Landlord are in this Lease. There are no others.

22. Landlord unable to perform

If due to labor trouble, government order, lack of supply, Tenant's act or neglect, or any other cause not fully within Landlord's reasonable control Landlord is delayed or unable to (a) carry out any of the Landlord's promises or agreements, (b) supply any service to be supplied, (c) make any required repair or change in the Apartment or Building, or (d) supply any equipment or appliances, this Lease shall not be ended or Tenant's obligations affected.

23. End of term

At the end of the Term, Tenant must: leave the Apartment clean and in good condition, subject to ordinary wear and tear; remove all of Tenant's property and all Tenant's installations and decorations; repair all damages to the Apartment and Building caused by moving; and restore the Apartment to its condition at the beginning of the Term.

24. Space "as is"

Tenant has inspected the Apartment and Building. Tenant states they are in good order and repair and takes the Apartment "as is."

25. Quiet enjoyment and habitability

Subject to the terms of this Lease, as long as Tenant is not in default Tenant may peaceably and quietly have, hold, and enjoy the Apartment for the Term. Landlord states that the Apartment and Building are fit for human living and there is no condition dangerous to health, life or safety.

26. Landlord's consent

If Tenant requires Landlord's consent to any act and such consent is not given, Tenant's only right is to ask the Court to force Landlord to give consent. Tenant agrees not to make any claim against Landlord for money or subtract any sum from the rent because such consent was not given.

27. Legal fees

The successful party in a legal action or proceeding between Landlord and Tenant for non-payment of rent or recovery of possession of the Apartment may recover reasonable legal fees and costs from the other party.

28. Lease binding on

This Lease is binding on Landlord and Tenant and those that lawfully succeed to their rights or take their place.

29. Landlord

Landlord means the owner, or the lessee of the Building, or a lender in possession. Landlord's obligations end when Landlord's interest in the Building is transferred. Any acts Landlord may do may be performed by Landlord's agent or employees.

30. Paragraph headings

The Paragraph headings are for convenience only.

31. Changes

This Lease may be changed only by an agreement in writing signed by and delivered to each party.

32. Effective date

This Lease is effective when Landlord delivers to Tenant a copy signed by all parties.

Signatures Landlord and Tenant have signed this Lease as of the date at the top.

LANDLORD:

TENANT:

WITNESS:

CERTIFICATION BY SPONSOR AND SPONSOR'S PRINCIPAL

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

August 21, 2025

Attention: Real Estate Financing Bureau

Re: 105 Diamond Street Condominium
105 Diamond Street,
Brooklyn, New York 11222
Condominium Offering Plan

Sponsor: 105 Diamond Street LLC

To Whom It May Concern,

We are the sponsor and the principal of the sponsor of the Condominium Offering Plan for the captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 20, and such other laws and regulations as may be applicable.

We have read the entire Offering Plan. We have investigated the facts set forth in the Offering Plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the Offering Plan does, and that documents submitted hereinafter by us which amend or supplement the Offering Plan will:

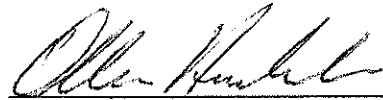
- (i) Set forth the detailed terms of the transaction and be complete, current, and accurate;
- (ii) Afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;
- (iii) Not omit any material fact;
- (iv) Not contain any untrue statements of material fact;

- (v) Not contain any fraud, deception, concealment, suppression, false pretenses, 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 I/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 statements made.

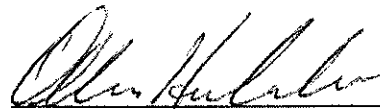
This certificate is made under penalty of perjury for the benefit of all persons to whom this offer is made. I understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Sponsor: 105 Diamond Street LLC

By:



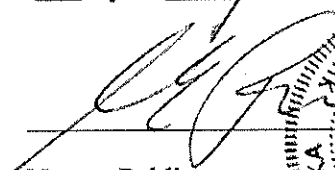
Arthur Hrebenko, Sponsor

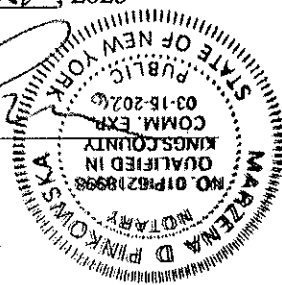


Arthur Hrebenko, Principal

Affirmed to before me on this

22 day of August, 2025


Notary Public



**SPONSOR'S ENGINEER OR ARCHITECT CERTIFICATION
PURSUANT TO 13 NYCRR 20.4 (c)**

Date: December 30, 2025

Office of the Attorney General
Real Estate Finance Bureau
28 Liberty Street, 21st Floor
New York, NY 10005-1413

**RE: 105 DIAMOND STREET CONDOMINIUM
105 Diamond Street, Brooklyn, NY 11222**

Gentlepeople:

The sponsor of the offering plan to convert the captioned property to condominium ownership retained our firm to prepare a report describing the construction of the property (the "Report"). We examined the building plans and specifications that were prepared by Robert M. Scarano Jr. RA, dated 01/20/2025 and prepared the Report dated 07/28/2025, a copy of which is intended to be incorporated into the offering plan so that prospective Purchasers may rely on the Report.

I am a professional engineer in the state in which the property is located.

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

I have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

I certify that the Report:

- (i) sets forth in narrative form the description and/or physical condition of the entire property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that I examined;

- (ii) in our professional opinion affords potential investors, purchasers and participants an adequate basis upon which to find 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 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 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 further certify that we are not owned or controlled by and have no beneficial interest in the sponsor and that my compensation for preparing this Report is not contingent on the conversion of the property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

Very Truly Yours,

Robert M. Scarano Jr. ,RA



Sworn to before me this
 30th day of December, 2025 .

Zhanina Rudkevich

Notary Public

ZHANNA RUDKEVICH
 NOTARY PUBLIC-STATE OF NEW YORK
 No. 01RU6039708
 Qualified in Kings County
 My Commission Expires 04-10-2026

**SPONSOR'S ENGINEER OR ARCHITECT CERTIFICATION
PURSUANT TO 13 NYCRR 20.4 (c)**

Date: December 30, 2025

Office of the Attorney General
Real Estate Finance Bureau
28 Liberty Street, 21st Floor
New York, NY 10005-1413

**RE: 105 DIAMOND STREET CONDOMINIUM
105 Diamond Street, Brooklyn, NY 11222**

Gentlepeople:

The sponsor of the offering plan to convert the captioned property to condominium ownership retained our firm to prepare a report describing the construction of the property (the "Report"). We examined the building plans and specifications that were prepared by Neville Patel, PE, dated 01/20/2025 and prepared the Report dated 07/28/2025, a copy of which is intended to be incorporated into the offering plan so that prospective Purchasers may rely on the Report.

I am a professional engineer in the state in which the property is located.

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

I have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

I certify that the Report:

- (i) sets forth in narrative form the description and/or physical condition of the entire property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that I examined;

- (ii) in our professional opinion affords potential investors, purchasers and participants an adequate basis upon which to find 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 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 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 further certify that we are not owned or controlled by and have no beneficial interest in the sponsor and that my compensation for preparing this Report is not contingent on the conversion of the property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

Very Truly Yours,

Neville Engineering Group

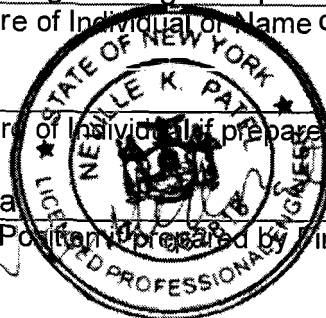
Signature of Individual or Name of Firm

By:

Signature of Individual if prepared by Firm

Principal

Title or Position if prepared by Firm



(INSERT PROFESSIONAL SEAL)

Sworn to before me this

30th day of December, 2025.

Zhanina Rudkevich

Notary Public

ZHANNA RUDKEVICH
 NOTARY PUBLIC-STATE OF NEW YORK
 No. 01RU6039708
 Qualified in Kings County
 My Commission Expires 04-10-2026

7802054.1



Division Property Management Ltd.

**CERTIFICATION BY EXPERT ON ADEQUACY OF BUDGET
FIRST YEAR OF CONDOMINIUM OPERATION**

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

June 20, 2025

Re: 105 Diamond Street Condominium
105 Diamond Street,
Brooklyn, NY 11222

To whom it may concern,

The Sponsor of the Condominium Offering Plan for the captioned property retained our firm to review Schedule B and Schedule B-1, containing projections of income and expenses for the first year of operation of the Condominium. Our experience in the field includes the management of real estate properties in New York for over twenty years. We currently manage approximately 50 properties, with a mix of condominium and rental buildings, comprising approximately 900 residential and 50 commercial units.

We understand that we are responsible for complying with Article 23-A of the General Business Law and regulations promulgated by the Department of Law in Part 20, insofar as they are applicable to Schedules B and B-1.

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

I certify that the projections in Schedules B and B-1 appear reasonable and adequate under existing circumstances and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operations.

I certify that the Schedules:

- I. Set forth in detail the projected income and expenses for the first year of condominium operations;
- II. Afford potential investors, purchasers, and participants an adequate basis upon which to find their judgment concerning the first year of condominium operations;
- III. Do not omit any material fact;
- IV. Does not contain any untrue statement of material fact;
- V. Does not contain any fraud, deception, concealment, or suppression;

divisionPM

Division Property Management Ltd.

- 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 statement or representation which is false, where I:
 - a. Knew the truth
 - b. With reasonable effort could have known the truth;
 - c. Made no reasonable effort to ascertain the truth; or
 - d. Did not have knowledge concerning the representation or statements made.

I further certify that I am not owned or controlled by the Sponsor. 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 operations.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

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

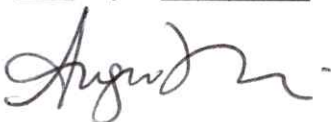
The undersigned certifies under penalty of perjury under the laws of the State of New York and the United States of America that the foregoing is true and correct. Executed June 20, 2025.



By:
Name: Peter Stratigakis
Title: President,
Division Property Management Ltd

Affirmed to before me on

20th day of June 2025



Angie Mui
Notary Public - State of New York
Comm. 01MU0129482
Qualified in New York County
My commission expires: 06/27/2025