THIS PLAN HAS BEEN AMENDED. SEE INSIDE COVER.

THIS IS A NON-EVICTION PLAN. SEE PAGE 27. NO NON-PURCHASING TENANTS OF RESIDENTIAL UNITS WILL BE EVICTED BY REASON OF CONVERSION TO CONDOMINIUM OWNERSHIP.

CONDOMINIUM OFFERING PLAN

THE PARK REGENT CONDOMINIUM

41-25 Kissena Boulevard
Flushing, New York 11355

Total Purchase Price of all 203 Residential Units	$ 24,799,580*
Capital Reserve Fund	$ 595,190**
Working Capital Fund	$ 116,500***

*Based upon the sale of all Residential Units to non-tenant Purchasers. Sponsor does not intend to offer any non-Residential Units for sale prior to declaring the plan effective.

**Based upon the sale of all Residential Units to tenant Purchasers.

***This fund will be established by contributions of purchasers (and by Sponsor with respect to Unsold Units) and it subject to diminution for closing adjustments.

Sponsor:

Four Suns Flushing Joint Venture
8 Haven Avenue
Port Washington, New York 11050

Selling Agents:

Gala Realty
200 West 57th Street—Suite 608
New York, New York 10019

and

Mark Greenberg Real Estate Co.
8 Haven Avenue
Port Washington, New York 11050

Business Address of Condominium:

The Park Regent Condominium
c/o Goldstick, Weinberger, Feldman, Alperstein,
Rotenberg, Grossman & Barr, P.C.
261 Madison Avenue
New York, New York 10016

Approximate Date of First Offering: April 10, 1987
This Plan may not be used for more than twelve (12) months from this date unless extended by amendment.

SEE PAGE iii 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 OR ANY OTHER GOVERNMENT AGENCY HAS APPROVED THIS OFFERING.

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SPECIAL RISK FACTORS

1. The Purchase Agreement for the purchase of Units offered hereby is not contingent upon the obtaining of financing. If a Purchaser is dependent upon financing in order to pay all or part of the balance of the purchase price and is unable to obtain financing, he may lose his Down Payment. (See "Procedure to Purchase.")

2. Purchasers will be given at least thirty (30) days written notice of the date, time and place of closing and for the payment of the balance of the purchase price. Upon Purchaser's failure to pay the balance of the purchase price or upon Purchaser's other default, Sponsor may elect to cancel the Purchase Agreement by thirty (30) days written notice to Purchaser. If Sponsor elects to cancel the Purchase Agreement, Purchaser shall have thirty (30) days from the giving of the cancellation notice to cure the specified default. TIME IS OF THE ESSENCE TO REMEDY SUCH DEFAULT WITHIN SAID THIRTY DAY PERIOD. (See "Procedure to Purchase").

3. The Condominium Board may make capital repairs and improvements to the Building and its equipment. Some of these improvements may entitle the owner of Unsold Units occupied by non-purchasing residential tenants to rent increases.

4. The Commercial Units may be used for any lawful commercial purpose. Owners of Residential Units and Professional Units will not have the right to approve either any change in the use of any Commercial Unit or any amendment to the Building's Certificate of Occupancy to authorize a different use.

5. This is a non-eviction plan as to tenants of Residential Units only. The sponsor does not plan to offer any non-residential units for sale until after the plan is declared effective in accordance with its terms. Therefore, tenants of Professional, Commercial and Garage/Parking Units do not have the right to purchase the units they occupy and are subject to eviction upon the expiration of their leases. However, future purchases of Professional and Commercial Units by non-tenants will be subject to the terms of any lease(s) covering such units.

6. Sponsor makes no representation as to the fees charged for the rental of garage spaces by Unit Owners. Subject to the rights, if any, of non-purchasing tenants under the rent laws, the Owner of the Garage/Parking Unit may allocate spaces and set fees for the rental of such spaces. Fees payable in the future by Unit Owners may exceed fees currently paid for such spaces.

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PART I

INTRODUCTION

The purpose of the Offering Plan is to set forth all the material terms of the offer. The Plan may be amended from time to time when an amendment is filed with the New York State Department of Law. Amendments will be served on all offerees.

The Condominium is subject to and complies with the New York Condominium Act.

The Sponsor is a New York Joint Venture known as Four Suns Flushing Joint Venture, having its principal office at 8 Haven Avenue, Port Washington, New York 11050. Flushing Estates Associates, one of the partners of the Joint Venture, is currently the fee owner of the Property and the landlord under a net lease of the Property. Queens Stars and Satellite Co., the other Joint Venturer, is the tenant under the net lease.

The Offer

The Sponsor hereby offers 203 Residential Units for sale under this Plan. The purchase prices and estimated Common Charges for each of these Units are listed below in Schedule A—"Offering Prices and Related Information". The 14 Commercial Units, 22 Professional Units and 1 Garage/Parking Unit in the Condominium will not be offered until after the plan is declared effective as provided herein, if at all. Sponsor may choose to retain one or more of such Units. The superintendent's apartment (apartment 1LL) is not offered for sale but will be part of the Residential Limited common elements.

All of the Residential Units are rent-stablized apartments, and 40 apartments are vacant. Seven of the Professional Units are vacant. See Schedule A for price information.

Each tenant in occupancy of a Residential Unit on the date the Plan was accepted for filing by the Department of Law has the exclusive right during the first 90 days after the Presentation Date of this Plan to purchase the Unit occupied by such tenant. The Sponsor will not accept purchase agreements from non-tenant purchasers for occupied Residential Units during any exclusive period. Tenants of Professional, Commercial and Garage/Parking Units are not being offered the right to purchase the Units they occupy. Approximately 30 garage spaces are now leased to tenants by separate lease agreements. These leases are not subject to rent stabilization regulation, nor do they contain rights of renewal.

This is a non eviction plan. Non-purchasing residential tenants may not be evicted, pursuant to the provisions of General Business Law Section 352-eeee (see the section of the Plan captioned "Rights of Existing Residential Tenants"). Tenants of Professional, Commercial and Garage/Parking Units may be evicted upon the expiration of their leases.

The prices set forth in Schedule A are not subject to approval by the Department of Law or any other government agency.

The Plan delivered to tenants and prospective purchasers contains all of the detailed terms of the transaction. Copies of the Plan, all documents referred to in the Plan and all Exhibits submitted to the Department of Law in connection with the filing of the Plan will be available for inspection without charge and for copying at a reasonable charge to prospective purchasers and their attorneys at the office of the selling agent or sponsor.

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.

Basic Aspects of Condominium Ownership

Each purchaser owns his Unit outright and is entitled to exclusive possession of his Unit (unless it is purchased subject to the rights of a non-purchasing tenant) together with an interest in and right to use the Common Elements, and exclusive right to use Limited Common Elements, if any.

In addition, each Unit Owner will own, in common with every other Unit Owner, an undivided percentage interest in all parts of the Property other than the Units themselves (the "Common Elements") which Common Elements will include, without limitation, the Land and the roofs, exterior walls, foundations and supports of the Building. Limited Common Elements for each type of Unit (i.e. Residential, Commercial, Professional or Garage/Parking) are listed in the Declaration in Part II of this Plan. The Limited Common Elements may be used only by the Unit Owner(s) to whose Unit(s) such Limited Common Elements are appurtenant.

Each Unit Owner must pay Common Charges in accordance with the New York Condominium Act, Sections 339 (i) and (m).

Each Unit Owner is obligated to comply with the Declaration, the By-Laws, Rules and Regulations and any other requirements of the Condominium Board.

The Units may be used only for the following purposes: Residential Units may be used for residential purposes and such other uses as are permitted under applicable zoning laws. Professional Units may be used as offices for doctors, dentists and other professionals and as general offices. Commercial Units may be used for any lawful commercial purpose. Residential Units other than Unsold Units are subject to a right of first refusal in favor of the Condominium Board in the event of sale or leasing. Unit Owners may freely mortgage their Units subject only to compliance with certain filing requirements contained in the Condominium's By-Laws (see "Rights and Obligations of the Unit Owners and the Condominium Board"). The authority to manage the affairs of the Condominium is vested in the Condominium Board. Unit Owners may vote for members of the Condominium Board, in accordance with their percentage of common interest.

Each Unit will be taxed as a separate tax lot for real estate tax and assessment purposes, and each individual Unit Owner will be solely responsible for the payment of all real estate taxes and assessments on his Unit. An estimate of the real estate taxes and assessments that will be payable for each of the Units during the first year of condominium operation of the Property is listed in Schedule A. No Unit Owner will be liable for the payment of, and no Unit will be subject to any lien arising out of the non-payment of, real estate taxes or assessments levied against any other Unit.

Each Unit Owner may decorate the interior of his Unit in any manner that he desires, subject to compliance with the Condominium's By-Laws and the Rules and Regulations promulgated pursuant thereto, and will be solely responsible for the cost and expense of maintaining, repairing and painting his Unit and for the cost of any insurance he purchases to cover his personal property in the Unit and his liability to others for personal injury or property damage as a result of occurrences in his Unit. (See "Rights and Obligations of the Unit Owners and the Condominium Board" for further discussion).

The Declaration and the By-Laws authorize the Condominium Board specifically to allocate expenses or specific expense items or apportion common charges against the four categories of Units in proportion to the interest in the Common Elements appurtenant to such Units or according to such specified other formula (which is fair and reasonable) as provided therein.

Although the Commercial and Professional Units are presently leased to tenants conducting the businesses stated in this Plan, no representation is made with respect to either: (a) the uses to which the Commercial Units or Professional Units or any part thereof will be put at any time; (b) who will operate or tenant the Commercial Units or Professional Units or any part thereof at any time; or (c) Sponsor's continued ownership of the Commercial Units, Professional Units or Garage/Parking Unit or any part

thereof. The Commercial Units may be used by the Commercial Unit Owner(s) for any lawful purpose. The Condominium Board and the Residential Unit Owners do not have the right to approve either any change in the use of the Commercial Units, Professional Units or Garage/Parking Unit or any part thereof or any amendment to the Building's Certificate of Occupancy to authorize a different use.

The Commercial Unit Owners, Professional Unit Owners and Garage/Parking Unit Owner have the right freely to sell or lease their Units without the Condominium Board having any right of first refusal to sell or lease, or to procure a third party to sell or lease, the same (see "Rights and Obligations of the Unit Owners and the Condominium Board" for further discussion).

The Commercial Unit Owners, Professional Unit Owners and Garage/Parking Unit Owner may make alterations in such Units without the consent of the Condominium Board or other Unit Owners.

The foregoing may have a material adverse impact on the Residential Units in the Condominium.

Definitions

The term "Commercial Unit " means any one of the fourteen commercial spaces in the Building designated as such in the Declaration, together with its appurtenant Common Interest.

The term "Condominium Documents" means the Declaration, together with the By-Laws, the Rules and Regulations and the Floor Plans, each of which will be recorded or filed simultaneously with the recording of the Declaration.

The term "First Closing" means the first date upon which title to a Unit is conveyed to a purchaser under this Plan.

The term "Initial Control Period" means the period ending on the earlier of (a) the closing of title under this Plan to Units having more than 50% of the aggregate Common Interests appertaining to all Residential Units or (b) five years after the First Closing.

The term "Managing Agent" means Mark Greenberg Real Estate Co., Inc., 8 Haven Avenue, Port Washington, N.Y. 11050.

The terms "Presentation Date", "presentation", "presented" and words of similar import mean the date delivery of a copy of this Plan to all Residential tenants of the Building is completed or five (5) days after it is mailed to those tenants who were not personally served, whichever is later.

The term "Professional Unit" means any one of the 22 professional offices in the Building designated as such in the Declaration, together with its appurtenant Common Interest. The Professional Units are presently known by the apartment number designations indicated in Schedule A.

The term "Purchaser" means a purchaser of a Residential Unit under a Purchase Agreement.

The term "Residential Unit" means any of the 203 residential apartments in the Building being offered for sale under this Plan and designated as such in the Declaration, together with its appurtenant Common Interest.

The term "Sponsor" means Four Suns Flushing Joint Venture.

The term "Units" means, collectively, the Commercial Units, the Residential Units, the Professional Units, and the Garage/Parking Unit. However, where the context so requires, the term "Units" shall be deemed to refer only to one type of Unit as specified therein.

The term "Unit Owners" means, collectively, the respective owners of the Commercial Units, the Residential Units, the Professional Units, and the Garage/Parking Unit. However, where the context so requires, the term "Unit Owners" shall be deemed to refer only to one type of Unit Owner as specified therein.

The term "Unsold Units" means any of the Units owned by Sponsor or its designee at the time in question.

The term "rent laws" refers to the New York City Rent Stabilization Law of 1969, the Code adopted pursuant thereto, the Emergency Tenant Protection Act of 1974, as amended, the Omnibus Housing Act of 1983 and regulations promulgated thereunder and Section 352-eeee of the General Business Law, singly or collectively as the context may require.

See Exhibit C to the Declaration of Condominium for a complete list of definitions applicable to the Condominium Documents.

LOCATION AND AREA INFORMATION

The property is a six-story mixed-use building located on the north side of Kissena Boulevard on the corner of Kissena Boulevard and 41st Street in the Flushing area of the Borough of Queens.

Police, fire, water, sanitation, snow removal and road maintenance services are provided by the local taxing authority (the City of New York).

The property is located in a R7-1, C1-2 zoning district in which the following uses are permitted as of right: residential, professional offices, commercial establishments:

The commercial and professional tenants of the property are listed below:

Commercial Unit Tenants (as of January 1987)

Unit #1 Friendly Donut
Unit #2 Ice Cream Factory
Unit #3 Tri-Vita Sales
Unit #4 Melrose Credit Union
Unit #5 Rosbet Stationery/Chriss-Miss Tobacco Inc.
Unit #6 Don-Lee's Modes Inc.
Unit #7 Lychee Village Chinese Restaurant
Unit #8 Vacant
Unit #9 Romano Cleaners
Unit #10 Kay's Shoes
Unit #11 GMC Beauty Salons, Inc.
Unit #12 Rainbow
Unit #13 Key Food Supermarket
Unit #14 Manufacturer's Hanover Trust Co.

Professional Unit Tenants (as of January 1987)

Units 101, 102, 103, 105, 109, 111: Drake Business School
Unit 104: Robert Schuster and Peter Garigan, therapeutic massage
Unit 106: Vacant
Unit 107: Dr. Ignatius Foster, d/b/a Health Maintenance Institute
Unit 108: Vacant
Unit 110: Dr. Dominick J. Carlisi
Unit 112: I See Int'l Trading Inc.
Unit 113: Vacant
Units 114, 115, 116: Vacant
Unit 117: Vacant
Unit 118: Dr. Hooshmand Taraz, D.D.S.
Units 119, 120, 122: Dr. Girish Shah
Unit 121: Moore Labs, Inc. d/b/a Broadway Medical Laboratories

41-25 KISSENA BOULEVARD

SCHEDULE A

PURCHASE PRICES, AND ESTIMATED COMMON CHARGES AND REAL ESTATE TAXES FOR FIRST YEAR OF CONDOMINIUM OWNERSHIP COMMENCING JANUARY 1, 1988

APT # / STATUS (1)	NO OF RMS BTH (2)	PERCENTAGE INTEREST IN COMMON ELEMENTS (3)	TENANTS PURCHASE PRICE (4)	NON TENANTS PURCHASE PRICE (4)	PERCENTAGE INTEREST IN RESIDENTIAL CHARGES (5)	ESTIMATED COMMON CHARGES MONTHLY (6)	ESTIMATED COMMON CHARGES ANNUAL (6)	ESTIMATED REAL ESTATE TAXES MONTHLY (7)	ESTIMATED REAL ESTATE TAXES ANNUAL (7)	TOTAL ESTIMATED COMMON CHARGES AND REAL ESTATE TAXES FOR FOR FIRST YEAR MONTHLY	TOTAL ESTIMATED COMMON CHARGES AND REAL ESTATE TAXES FOR FOR FIRST YEAR ANNUAL
S 1A	4 5-1	.3408%	117,200.00	146,500.00	.5580%	279.01	3,348.12	133.22	1,598.64	412.23	4,946.76
S 2A	4 5-1	.3408%	117,200.00	146,500.00	.5580%	279.01	3,348.12	133.22	1,598.64	412.23	4,946.76
V 3A	4 5-1	.3408%	117,200.00	146,500.00	.5580%	279.01	3,348.12	133.22	1,598.64	412.23	4,946.76
S 4A	4 5-1	.3408%	117,200.00	146,500.00	.5580%	279.01	3,348.12	133.22	1,598.64	412.23	4,946.76
S 5A	4 5-1	.3408%	117,200.00	146,500.00	.5580%	279.01	3,348.12	133.22	1,598.64	412.23	4,946.76
S 6A	4 5-1	.3408%	117,200.00	146,500.00	.5580%	279.01	3,348.12	133.22	1,598.64	412.23	4,946
S 1AA	4 5-1	.3408%	117,200.00	146,500.00	.5580%	279.01	3,348.12	133.22	1,598.64	412.23	4,946
S 2AA	4 5-1	.3408%	117,200.00	146,500.00	.5580%	279.01	3,348.12	133.22	1,598.64	412.23	4,946
S 3AA	4 5-1	.3408%	117,200.00	146,500.00	.5580%	279.01	3,348.12	133.22	1,598.64	412.23	4,946
S 4AA	4 5-1	.3408%	117,200.00	146,500.00	.5580%	279.01	3,348.12	133.22	1,598.64	412.23	4,946
S 5AA	4 5-1	.3408%	117,200.00	146,500.00	.5580%	279.01	3,348.12	133.22	1,598.64	412.23	4,946
S 6AA	4 5-1	.3408%	117,200.00	146,500.00	.5580%	279.01	3,348.12	133.22	1,598.64	412.23	4,946
S 1B	3 -1	.2456%	84,216.00	105,270.00	.4020%	201.01	2,412.12	95.98	1,151.76	296.99	3,563
S 2B	3 -1	.2456%	84,216.00	105,270.00	.4020%	201.01	2,412.12	95.98	1,151.76	296.99	3,563
S 3B	3 -1	.2456%	84,216.00	105,270.00	.4020%	201.01	2,412.12	95.98	1,151.76	296.99	3,563
S 4B	3 -1	.2456%	84,216.00	105,270.00	.4020%	201.01	2,412.12	95.98	1,151.76	296.99	3,563
V 5B	3 -1	.2456%	84,216.00	105,270.00	.4020%	201.01	2,412.12	95.98	1,151.76	296.99	3,563
V 6B	3 -1	.2456%	84,216.00	105,270.00	.4020%	201.01	2,412.12	95.98	1,151.76	296.99	3,563
S 1BB	3 -1	.2456%	84,216.00	105,270.00	.4020%	201.01	2,412.12	95.98	1,151.76	296.99	3,563
S 2BB	3 -1	.2456%	84,216.00	105,270.00	.4020%	201.01	2,412.12	95.98	1,151.76	296.99	3,563
S 3BB	3 -1	.2456%	84,216.00	105,270.00	.4020%	201.01	2,412.12	95.98	1,151.76	296.99	3,563
S 4BB	3 -1	.2456%	84,216.00	105,270.00	.4020%	201.01	2,412.12	95.98	1,151.76	296.99	3,563
S 5BB	3 -1	.2456%	84,216.00	105,270.00	.4020%	201.01	2,412.12	95.98	1,151.76	296.99	3,563
S 6BB	3 -1	.2456%	84,216.00	105,270.00	.4020%	201.01	2,412.12	95.98	1,151.76	296.99	3,563
S 1C	3 -1	.2360%	82,688.00	103,360.00	.3860%	193.01	2,316.12	92.16	1,105.92	285.17	3,422
S 2C	3 -1	.2360%	82,688.00	103,360.00	.3860%	193.01	2,316.12	92.16	1,105.92	285.17	3,422
S 3C	3 -1	.2360%	82,688.00	103,360.00	.3860%	193.01	2,316.12	92.16	1,105.92	285.17	3,422
S 4C	3 -1	.2360%	82,688.00	103,360.00	.3860%	193.01	2,316.12	92.16	1,105.92	285.17	3,422
S 5C	3 -1	.2360%	82,688.00	103,360.00	.3860%	193.01	2,316.12	92.16	1,105.92	285.17	3,422
S 6C	3 -1	.2360%	82,688.00	103,360.00	.3860%	193.01	2,316.12	92.16	1,105.92	285.17	3,422
S 1CC	3 -1	.2360%	82,688.00	103,360.00	.3860%	193.01	2,316.12	92.16	1,105.92	285.17	3,422
S 2CC	3 -1	.2360%	82,688.00	103,360.00	.3860%	193.01	2,316.12	92.16	1,105.92	285.17	3,422
S 3CC	3 -1	.2360%	82,688.00	103,360.00	.3860%	193.01	2,316.12	92.16	1,105.92	285.17	3,422
V 4CC	3 -1	.2360%	82,688.00	103,360.00	.3860%	193.01	2,316.12	92.16	1,105.92	285.17	3,422

V - VACANT, T - TERRACE, S - STABILIZED

SEE PAGE 9 FOR FOOTNOTES APPLICABLE TO THESE PRICES

41-25 KISSENA BOULEVARD

SCHEDULE A

PURCHASE PRICES, AND ESTIMATED COMMON CHARGES AND REAL ESTATE TAXES FOR FIRST YEAR OF CONDOMINIUM OWNERSHIP COMMENCING JANUARY 1, 1988

APT # / STATUS (1)	NO. OF RMS-BTH (2)	PERCENTAGE INTEREST IN COMMON ELEMENTS (3)	TENANTS PURCHASE PRICE (4)	NON-TENANTS PURCHASE PRICE (4)	PERCENTAGE INTEREST IN RESIDENTIAL CHARGES (5)	ESTIMATED COMMON CHARGES MONTHLY (6)	ESTIMATED COMMON CHARGES ANNUAL (6)	ESTIMATED REAL ESTATE TAXES MONTHLY (7)	ESTIMATED REAL ESTATE TAXES ANNUAL (7)	TOTAL ESTIMATED COMMON CHARGES AND REAL ESTATE TAXES FOR FIRST YEAR MONTHLY	TOTAL ESTIMATED COMMON CHARGES AND REAL ESTATE TAXES FOR FIRST YEAR ANNUAL
V 5CC	3 1	.2360%	82,688.00	103,360.00	.3860%	193.01	2,316.12	92.16	1,105.92	285.17	3,422.04
V 6CC	3 -1	.2360%	82,688.00	103,360.00	.3860%	193.01	2,316.12	92.16	1,105.92	285.17	3,422.04
S 1D	2.5-1	.2148%	68,000.00	85,000.00	.3510%	175.51	2,106.12	83.80	1,005.60	259.31	3,111.72
S 2D	2.5-1	.2148%	68,000.00	85,000.00	.3510%	175.51	2,106.12	83.80	1,005.60	259.31	3,111.72
S 3D	2.5-1	.2148%	68,000.00	85,000.00	.3510%	175.51	2,106.12	83.80	1,005.60	259.31	3,111.72
V 4D	2.5-1	.2148%	68,000.00	85,000.00	.3510%	175.51	2,106.12	83.80	1,005.60	259.31	3,111.72
V 5D	2.5-1	.2148%	68,000.00	85,000.00	.3510%	175.51	2,106.12	83.80	1,005.60	259.31	3,111.72
S 6D	2.5-1	.2148%	68,000.00	85,000.00	.3510%	175.51	2,106.12	83.80	1,005.60	259.31	3,111.72
S 1DD	2.5-1	.2067%	69,200.00	86,500.00	.3370%	168.51	2,022.12	80.46	965.52	248.97	2,987.64
V 2DD	2.5-1	.2067%	69,200.00	86,500.00	.3370%	168.51	2,022.12	80.46	965.52	248.97	2,987.64
S 3DD	2.5-1	.2067%	69,200.00	86,500.00	.3370%	168.51	2,022.12	80.46	965.52	248.97	2,987.64
S 4DD	2.5-1	.2067%	69,200.00	86,500.00	.3370%	168.51	2,022.12	80.46	965.52	248.97	2,987.64
S 5DD	2.5-1	.2067%	69,200.00	86,500.00	.3370%	168.51	2,022.12	80.46	965.52	248.97	2,987.64
S 6DD	2.5-1	.2067%	69,200.00	86,500.00	.3370%	168.51	2,022.12	80.46	965.52	248.97	2,987.64
S 1E	2.5-1	.1866%	66,000.00	82,500.00	.3050%	152.51	1,830.12	72.82	873.84	225.33	2,703.96
V 2E	2.5-1	.1866%	66,000.00	82,500.00	.3050%	152.51	1,830.12	72.82	873.84	225.33	2,703.96
S 3E	2.5-1	.1866%	66,000.00	82,500.00	.3050%	152.51	1,830.12	72.82	873.84	225.33	2,703.96
V 4E	2.5-1	.1866%	66,000.00	82,500.00	.3050%	152.51	1,830.12	72.82	873.84	225.33	2,703.96
S 5E	2.5-1	.1866%	66,000.00	82,500.00	.3050%	152.51	1,830.12	72.82	873.84	225.33	2,703.96
V 6E	2.5-1	.1866%	66,000.00	82,500.00	.3050%	152.51	1,830.12	72.82	873.84	225.33	2,703.96
V 1EE	2.5-1	.1801%	64,800.00	81,000.00	.2940%	147.01	1,764.12	70.19	842.28	217.20	2,606.40
V 2EE	2.5-1	.1801%	64,800.00	81,000.00	.2940%	147.01	1,764.12	70.19	842.28	217.20	2,606.40
V 3EE	2.5-1	.1801%	64,800.00	81,000.00	.2940%	147.01	1,764.12	70.19	842.28	217.20	2,606.40
S 4EE	2.5-1	.1801%	64,800.00	81,000.00	.2940%	147.01	1,764.12	70.19	842.28	217.20	2,606.40
S 5EE	2.5-1	.1801%	64,800.00	81,000.00	.2940%	147.01	1,764.12	70.19	842.28	217.20	2,606.40
S 6EE	2.5-1	.1801%	64,800.00	81,000.00	.2940%	147.01	1,764.12	70.19	842.28	217.20	2,606.40
S 1F	3 -1	.2128%	80,648.00	100,810.00	.3480%	174.01	2,088.12	83.08	996.96	257.09	3,085.08
V 2F	3 -1	.2128%	80,648.00	100,810.00	.3480%	174.01	2,088.12	83.08	996.96	257.09	3,085.08
V 3F	3 -1	.2128%	80,648.00	100,810.00	.3480%	174.01	2,088.12	83.08	996.96	257.09	3,085.08
S 4F	3 -1	.2128%	80,648.00	100,810.00	.3480%	174.01	2,088.12	83.08	996.96	257.09	3,085.08
S 5F	3 -1	.2128%	80,648.00	100,810.00	.3480%	174.01	2,088.12	83.08	996.96	257.09	3,085.08
S 6F	3 -1	.2128%	80,648.00	100,810.00	.3480%	174.01	2,088.12	83.08	996.96	257.09	3,085.08
S 1FF	3 -1	.2128%	80,648.00	100,810.00	.3480%	174.01	2,088.12	83.08	996.96	257.09	3,085.08
S 2FF	3 -1	.2128%	80,648.00	100,810.00	.3480%	174.01	2,088.12	83.08	996.96	257.09	3,085.08
S 3FF	3 -1	.2128%	80,648.00	100,810.00	.3480%	174.01	2,088.12	83.08	996.96	257.09	3,085.08

V - VACANT, T - TERRACE, S - STABILIZED

SEE PAGE 9 FOR FOOTNOTES APPLICABLE TO THESE PRICES

41 25 KISSENA BOULEVARD

SCHEDULE A

PURCHASE PRICES, AND ESTIMATED COMMON CHARGES AND REAL ESTATE TAXES FOR FIRST YEAR OF CONDOMINIUM OWNERSHIP COMMENCING JANUARY 1, 1988

APT # / STATUS (1)	NO. OF RMS-BTH (2)	PERCENTAGE INTEREST IN COMMON ELEMENTS (3)	TENANTS PURCHASE PRICE (4)	NON-TENANTS PURCHASE PRICE (4)	PERCENTAGE INTEREST IN RESIDENTIAL CHARGES (5)	ESTIMATED COMMON CHARGES MONTHLY (6)	ESTIMATED COMMON CHARGES ANNUAL (6)	ESTIMATED REAL ESTATE TAXES MONTHLY (7)	ESTIMATED REAL ESTATE TAXES ANNUAL (7)	TOTAL ESTIMATED COMMON CHARGES AND REAL ESTATE TAXES FOR FOR FIRST YEAR MONTHLY	TOTAL ESTIMATED COMMON CHARGES AND REAL ESTATE TAXES FOR FOR FIRST YEAR ANNUAL
S 4FF	3 -1	.2128%	80,648.00	100,810.00	.3480%	174.01	2,088.12	83.08	996.96	257.09	3,085.08
S 5FF	3 -1	.2128%	80,648.00	100,810.00	.3480%	174.01	2,088.12	83.08	996.96	257.09	3,085.08
S 6FF	3 -1	.2128%	80,648.00	100,810.00	.3480%	174.01	2,088.12	83.08	996.96	257.09	3,085.08
S 1G	3.5-1	.2375%	92,400.00	115,500.00	.3890%	194.51	2,334.12	92.87	1,114.44	287.38	3,448.56
S 2G	3.5-1	.2375%	92,400.00	115,500.00	.3890%	194.51	2,334.12	92.87	1,114.44	287.38	3,448.56
V 3G	3.5-1	.2375%	92,400.00	115,500.00	.3890%	194.51	2,334.12	92.87	1,114.44	287.38	3,448.56
S 4G	3.5-1	.2375%	92,400.00	115,500.00	.3890%	194.51	2,334.12	92.87	1,114.44	287.38	3,448.56
S 5G	3.5-1	.2375%	92,400.00	115,500.00	.3890%	194.51	2,334.12	92.87	1,114.44	287.38	3,448.56
S 6G	3.5-1	.2375%	92,400.00	115,500.00	.3890%	194.51	2,334.12	92.87	1,114.44	287.38	3,448.56
V 1GG	3.5-1	.2375%	92,400.00	115,500.00	.3890%	194.51	2,334.12	92.87	1,114.44	287.38	3,448.56
S 2GG	3.5-1	.2375%	92,400.00	115,500.00	.3890%	194.51	2,334.12	92.87	1,114.44	287.38	3,448.56
V 3GG	3.5-1	.2375%	92,400.00	115,500.00	.3890%	194.51	2,334.12	92.87	1,114.44	287.38	3,448.56
S 4GG	3.5-1	.2375%	92,400.00	115,500.00	.3890%	194.51	2,334.12	92.87	1,114.44	287.38	3,448.56
V 5GG	3.5-1	.2375%	92,400.00	115,500.00	.3890%	194.51	2,334.12	92.87	1,114.44	287.38	3,448.56
S 6GG	3.5-1	.2375%	92,400.00	115,500.00	.3890%	194.51	2,334.12	92.87	1,114.44	287.38	3,448.56
S 1H	4 -1	.3158%	101,680.00	127,100.00	.5170%	258.51	3,102.12	123.43	1,481.16	381.94	4,583.28
S 2H	4 -1	.3158%	101,680.00	127,100.00	.5170%	258.51	3,102.12	123.43	1,481.16	381.94	4,583.28
S 3H	4 -1	.3158%	101,680.00	127,100.00	.5170%	258.51	3,102.12	123.43	1,481.16	381.94	4,583.28
S 4H	4 -1	.3158%	101,680.00	127,100.00	.5170%	258.51	3,102.12	123.43	1,481.16	381.94	4,583.28
S 5H	4 -1	.3158%	101,680.00	127,100.00	.5170%	258.51	3,102.12	123.43	1,481.16	381.94	4,583.28
S 6H	4 -1	.3158%	101,680.00	127,100.00	.5170%	258.51	3,102.12	123.43	1,481.16	381.94	4,583.28
S 1HH	4 -1	.3158%	101,680.00	127,100.00	.5170%	258.51	3,102.12	123.43	1,481.16	381.94	4,583.28
S 2HH	4 -1	.3158%	101,680.00	127,100.00	.5170%	258.51	3,102.12	123.43	1,481.16	381.94	4,583.28
S 3HH	4 -1	.3158%	101,680.00	127,100.00	.5170%	258.51	3,102.12	123.43	1,481.16	381.94	4,583.28
S 4HH	4 -1	.3158%	101,680.00	127,100.00	.5170%	258.51	3,102.12	123.43	1,481.16	381.94	4,583.28
V 5HH	4 -1	.3158%	101,680.00	127,100.00	.5170%	258.51	3,102.12	123.43	1,481.16	381.94	4,583.28
V 6HH	4 -1	.3158%	101,680.00	127,100.00	.5170%	258.51	3,102.12	123.43	1,481.16	381.94	4,583.28
S 1J	2.5-1	.1839%	68,000.00	85,000.00	.3010%	150.51	1,806.12	71.86	862.32	222.37	2,668.44
S 2J	2.5-1	.1839%	68,000.00	85,000.00	.3010%	150.51	1,806.12	71.86	862.32	222.37	2,668.44
V 3J	2.5-1	.1839%	68,000.00	85,000.00	.3010%	150.51	1,806.12	71.86	862.32	222.37	2,668.44
V 4J	2.5-1	.1839%	68,000.00	85,000.00	.3010%	150.51	1,806.12	71.86	862.32	222.37	2,668.44
S 5J	2.5-1	.1839%	68,000.00	85,000.00	.3010%	150.51	1,806.12	71.86	862.32	222.37	2,668.44
S 6J	2.5-1	.1839%	68,000.00	85,000.00	.3010%	150.51	1,806.12	71.86	862.32	222.37	2,668.44
V 1JJ	2.5-1	.1839%	68,000.00	85,000.00	.3010%	150.51	1,806.12	71.86	862.32	222.37	2,668.44
V 2JJ	2.5-1	.1839%	68,000.00	85,000.00	.3010%	150.51	1,806.12	71.86	862.32	222.37	2,668.44

V - VACANT, T - TERRACE, S - STABILIZED

SEE PAGE 9 FOR FOOTNOTES APPLICABLE TO THESE PRICES

41-25 KISSENA BOULEVARD

SCHEDULE A

PURCHASE PRICES, AND ESTIMATED COMMON CHARGES AND REAL ESTATE TAXES FOR FIRST YEAR OF CONDOMINIUM OWNERSHIP COMMENCING JANUARY 1, 1988

APT # / STATUS (1)	NO. OF RMS-BTH (2)	PERCENTAGE INTEREST IN COMMON ELEMENTS (3)	TENANTS PURCHASE PRICE (4)	NON-TENANTS PURCHASE PRICE (4)	PERCENTAGE INTEREST IN RESIDENTIAL CHARGES (5)	ESTIMATED COMMON CHARGES MONTHLY (6)	ESTIMATED COMMON CHARGES ANNUAL (6)	ESTIMATED REAL ESTATE TAXES MONTHLY (7)	ESTIMATED REAL ESTATE TAXES ANNUAL (7)	TOTAL ESTIMATED COMMON CHARGES AND REAL ESTATE TAXES FOR FIRST YEAR MONTHLY	TOTAL ESTIMATED COMMON CHARGES AND REAL ESTATE TAXES FOR FIRST YEAR ANNUAL
S 3JJ	2.5-1	.1839%	68,000.00	85,000.00	.3010%	150.51	1,806.12	71.86	862.32	222.37	2,668.44
S 4JJ	2.5-1	.1839%	68,000.00	85,000.00	.3010%	150.51	1,806.12	71.86	862.32	222.37	2,668.44
S 5JJ	2.5-1	.1839%	68,000.00	85,000.00	.3010%	150.51	1,806.12	71.86	862.32	222.37	2,668.44
S 6JJ	2.5-1	.1839%	68,000.00	85,000.00	.3010%	150.51	1,806.12	71.86	862.32	222.37	2,668.44
S 1K	4 -1	.3216%	100,480.00	125,600.00	.5260%	263.01	3,156.12	125.58	1,506.96	388.59	4,663.08
S 2K	4 -1	.3216%	100,480.00	125,600.00	.5260%	263.01	3,156.12	125.58	1,506.96	388.59	4,663.08
S 3K	4 -1	.3216%	100,480.00	125,600.00	.5260%	263.01	3,156.12	125.58	1,506.96	388.59	4,663.08
V 4K	4 -1	.3216%	100,480.00	125,600.00	.5260%	263.01	3,156.12	125.58	1,506.96	388.59	4,663.08
S 5K	4 -1	.3216%	100,480.00	125,600.00	.5260%	263.01	3,156.12	125.58	1,506.96	388.59	4,663.08
S 6K	4 -1	.3216%	100,480.00	125,600.00	.5260%	263.01	3,156.12	125.58	1,506.96	388.59	4,663.08
S 1KK	4 -1	.3216%	100,480.00	125,600.00	.5260%	263.01	3,156.12	125.58	1,506.96	388.59	4,663.08
S 2KK	4 -1	.3216%	100,480.00	125,600.00	.5260%	263.01	3,156.12	125.58	1,506.96	388.59	4,663.08
S 3KK	4 -1	.3216%	100,480.00	125,600.00	.5260%	263.01	3,156.12	125.58	1,506.96	388.59	4,663.08
S 4KK	4 -1	.3216%	100,480.00	125,600.00	.5260%	263.01	3,156.12	125.58	1,506.96	388.59	4,663.08
S 5KK	4 -1	.3216%	100,480.00	125,600.00	.5180%	259.01	3,108.12	123.67	1,484.04	382.68	4,592.16
S 6KK	4 -1	.3216%	100,480.00	125,600.00	.5180%	259.01	3,108.12	123.67	1,484.04	382.68	4,592.16
S 1L	4.5-1	.3165%	117,200.00	146,500.00	.5180%	259.01	3,108.12	123.67	1,484.04	382.68	4,592.16
S 2L	4.5-1	.3165%	117,200.00	146,500.00	.5180%	259.01	3,108.12	123.67	1,484.04	382.68	4,592.16
S 3L	4.5-1	.3165%	117,200.00	146,500.00	.5180%	259.01	3,108.12	123.67	1,484.04	382.68	4,592.16
S 4L	4.5-1	.3165%	117,200.00	146,500.00	.5180%	259.01	3,108.12	123.67	1,484.04	382.68	4,592.16
S 5L	4.5-1	.3165%	117,200.00	146,500.00	.5180%	259.01	3,108.12	123.67	1,484.04	382.68	4,592.16
S 6L	4.5-1	.3165%	117,200.00	146,500.00	.5180%	259.01	3,108.12	123.67	1,484.04	382.68	4,592.16
S 1LL	-	SUPT.		NOT FOR SALE							
S 2LL	4.5-1	.3165%	117,200.00	146,500.00	.5180%	259.01	3,108.12	123.67	1,484.04	382.68	4,592.16
S 3LL	4.5-1	.3165%	117,200.00	146,500.00	.5180%	259.01	3,108.12	123.67	1,484.04	382.68	4,592.16
S 4LL	4.5-1	.3165%	117,200.00	146,500.00	.5180%	259.01	3,108.12	123.67	1,484.04	382.68	4,592.16
S 5LL	4.5-1	.3165%	117,200.00	146,500.00	.5180%	259.01	3,108.12	123.67	1,484.04	382.68	4,592.16
S 6LL	4.5-1	.3165%	117,200.00	146,500.00	.5180%	259.01	3,108.12	123.67	1,484.04	382.68	4,592.16
S 1M	5.5-2-T	.4856%	134,000.00	167,500.00	.7940%	397.02	4,764.24	189.57	2,274.84	586.59	7,039.08
S 2M	5.5-2-T	.4856%	134,000.00	167,500.00	.7940%	397.02	4,764.24	189.57	2,274.84	586.59	7,039.08
S 3M	5.5-2-T	.4856%	134,000.00	167,500.00	.7940%	397.02	4,764.24	189.57	2,274.84	586.59	7,039.08
S 4M	5.5-2-T	.4856%	134,000.00	167,500.00	.7940%	397.02	4,764.24	189.57	2,274.84	586.59	7,039.08
S 5M	5.5-2-T	.4856%	134,000.00	167,500.00	.7940%	397.02	4,764.24	189.57	2,274.84	586.59	7,039.08
S 6M	5.5-2-T	.4856%	134,000.00	167,500.00	.7940%	397.02	4,764.24	189.57	2,274.84	586.59	7,039.08
S 1MM	5.5-2-T	.4856%	134,000.00	167,500.00	.7940%	397.02	4,764.24	189.57	2,274.84	586.59	7,039.08

V - VACANT, T - TERRACE, S - STABILIZED

SEE PAGE 9 FOR FOOTNOTES APPLICABLE TO THESE PRICES

41-25 KISSENA BOULEVARD

SCHEDULE A

PURCHASE PRICES, AND ESTIMATED COMMON CHARGES AND REAL ESTATE TAXES FOR FIRST YEAR OF CONDOMINIUM OWNERSHIP COMMENCING JANUARY 1, 1988

APT # / STATUS (1)	NO. OF RMS BTH (2)	PERCENTAGE INTEREST IN COMMON ELEMENTS (3)	TENANTS PURCHASE PRICE (4)	NON TENANTS PURCHASE PRICE (4)	PERCENTAGE INTEREST IN RESIDENTIAL CHARGES (5)	ESTIMATED COMMON CHARGES MONTHLY (6)	ESTIMATED COMMON CHARGES ANNUAL (6)	ESTIMATED REAL ESTATE TAXES MONTHLY (7)	ESTIMATED REAL ESTATE TAXES ANNUAL (7)	TOTAL ESTIMATED COMMON CHARGES AND REAL ESTATE TAXES FOR FOR FIRST YEAR MONTHLY	TOTAL ESTIMATED COMMON CHARGES AND REAL ESTATE TAXES FOR FOR FIRST YEAR ANNUAL
S 2MM	5 5 2-1	.4856%	134,000.00	167,500.00	.7940%	397.02	4,764.24	189.57	2,274.84	586.59	7,039.0
S 3MM	5 5 2-1	.4856%	134,000.00	167,500.00	.7940%	397.02	4,764.24	189.57	2,274.84	586.59	7,039.0
S 4MM	5 5 2-1	.4856%	134,000.00	167,500.00	.7940%	397.02	4,764.24	189.57	2,274.84	586.59	7,039.0
S 5MM	5 5 2-1	.4856%	134,000.00	167,500.00	.7940%	397.02	4,764.24	189.57	2,274.84	586.59	7,039.0
S 6MM	5 5 2-1	.4856%	134,000.00	167,500.00	.7940%	397.02	4,764.24	189.57	2,274.84	586.59	7,039.0
S 1N	3 5-1-1	.2722%	96,960.00	121,200.00	.4450%	222.51	2,670.12	106.24	1,274.88	328.75	3,945.0
S 2N	3 5-1-1	.2722%	96,960.00	121,200.00	.4450%	222.51	2,670.12	106.24	1,274.88	328.75	3,945.0
S 3N	3 5 1-1	.2722%	96,960.00	121,200.00	.4450%	222.51	2,670.12	106.24	1,274.88	328.75	3,945.0
S 4N	3 5-1 1	.2722%	96,960.00	121,200.00	.4450%	222.51	2,670.12	106.24	1,274.88	328.75	3,945.0
S 5N	3 5 1-1	.2722%	96,960.00	121,200.00	.4450%	222.51	2,670.12	106.24	1,274.88	328.75	3,945.0
S 6N	3 5-1-1	.2722%	96,960.00	121,200.00	.4450%	222.51	2,670.12	106.24	1,274.88	328.75	3,945.0
S 1NN	3 5 1-1	.2722%	96,960.00	121,200.00	.4450%	222.51	2,670.12	106.24	1,274.88	328.75	3,945.0
S 2NN	3 5 1-1	.2722%	96,960.00	121,200.00	.4450%	222.51	2,670.12	106.24	1,274.88	328.75	3,945.0
V 3NN	3 5 1-1	.2722%	96,960.00	121,200.00	.4450%	222.51	2,670.12	106.24	1,274.88	328.75	3,945.0
S 4NN	3 5 1-1	.2722%	96,960.00	121,200.00	.4450%	222.51	2,670.12	106.24	1,274.88	328.75	3,945.0
S 5NN	3 5 1-1	.2722%	96,960.00	121,200.00	.4450%	222.51	2,670.12	106.24	1,274.88	328.75	3,945.0
V 6NN	3 5-1-1	.2722%	96,960.00	121,200.00	.4450%	222.51	2,670.12	106.24	1,274.88	328.75	3,945.0
S 1R	4 5-1-1	.4098%	119,600.00	149,500.00	.6700%	335.01	4,020.12	159.96	1,919.52	494.97	5,939.0
S 2R	4 5-1-1	.4098%	119,600.00	149,500.00	.6700%	335.01	4,020.12	159.96	1,919.52	494.97	5,939.0
S 3R	4 5-1-1	.4098%	119,600.00	149,500.00	.6700%	335.01	4,020.12	159.96	1,919.52	494.97	5,939.0
S 4R	4 5-1-1	.4098%	119,600.00	149,500.00	.6700%	335.01	4,020.12	159.96	1,919.52	494.97	5,939.0
S 5R	4 5-1-1	.4098%	119,600.00	149,500.00	.6700%	335.01	4,020.12	159.96	1,919.52	494.97	5,939.0
S 6R	4 5-1-1	.4098%	119,600.00	149,500.00	.6700%	335.01	4,020.12	159.96	1,919.52	494.97	5,939.0
S 1RR	4 5-1-1	.4098%	119,600.00	149,500.00	.6700%	335.01	4,020.12	159.96	1,919.52	494.97	5,939.0
V 2RR	4 5-1-1	.4098%	119,600.00	149,500.00	.6700%	335.01	4,020.12	159.96	1,919.52	494.97	5,939.0
S 3RR	4 5-1-1	.4098%	119,600.00	149,500.00	.6700%	335.01	4,020.12	159.96	1,919.52	494.97	5,939.0
S 4RR	4 5-1-1	.4098%	119,600.00	149,500.00	.6700%	335.01	4,020.12	159.96	1,919.52	494.97	5,939.0
S 5RR	4 5-1-1	.4098%	119,600.00	149,500.00	.6700%	335.01	4,020.12	159.96	1,919.52	494.97	5,939.0
V 6RR	4 5-1-1	.4098%	119,600.00	149,500.00	.6700%	335.01	4,020.12	159.96	1,919.52	494.97	5,939.0
S 1S	4 5-1-1	.4079%	119,600.00	149,500.00	.6670%	333.51	4,002.12	159.25	1,911.00	492.76	5,913
S 2S	4 5-1-1	.4079%	119,600.00	149,500.00	.6670%	333.51	4,002.12	159.25	1,911.00	492.76	5,913
S 3S	4 5-1-1	.4079%	119,600.00	149,500.00	.6670%	333.51	4,002.12	159.25	1,911.00	492.76	5,913
S 4S	4 5-1-1	.4079%	119,600.00	149,500.00	.6670%	333.51	4,002.12	159.25	1,911.00	492.76	5,913
S 5S	4 5-1-1	.4079%	119,600.00	149,500.00	.6670%	333.51	4,002.12	159.25	1,911.00	492.76	5,913
S 6S	4 5-1-1	.4079%	119,600.00	149,500.00	.6670%	333.51	4,002.12	159.25	1,911.00	492.76	5,913

V - VACANT, T - TERRACE, S - STABILIZED

SEE PAGE 9 FOR FOOTNOTES APPLICABLE TO THESE PRICES

41-25 KISSENA BOULEVARD

SCHEDULE A

PURCHASE PRICES, AND ESTIMATED COMMON CHARGES AND REAL ESTATE TAXES FOR FIRST YEAR OF CONDOMINIUM OWNERSHIP COMMENCING JANUARY 1, 1988

APT # / STATUS (1)	NO. OF RMS-BTH (2)	PERCENTAGE INTEREST IN COMMON ELEMENTS (3)	TENANTS PURCHASE PRICE (4)	NON-TENANTS PURCHASE PRICE (4)	PERCENTAGE INTEREST IN RESIDENTIAL CHARGES (5)	ESTIMATED COMMON CHARGES MONTHLY (6)	ESTIMATED COMMON CHARGES ANNUAL (6)	ESTIMATED REAL ESTATE TAXES MONTHLY (7)	ESTIMATED REAL ESTATE TAXES ANNUAL (7)	TOTAL ESTIMATED COMMON CHARGES AND REAL ESTATE TAXES FOR FOR FIRST YEAR MONTHLY	TOTAL ESTIMATED COMMON CHARGES AND REAL ESTATE TAXES FOR FOR FIRST YEAR ANNUAL
S 1SS	4.5-1-1	.4079%	119,600.00	149,500.00	.6670%	333.51	4,002.12	159.25	1,911.00	492.76	5,913.12
S 2SS	4.5-1-1	.4079%	119,600.00	149,500.00	.6670%	333.51	4,002.12	159.25	1,911.00	492.76	5,913.12
S 3SS	4.5-1-1	.4079%	119,600.00	149,500.00	.6670%	333.51	4,002.12	159.25	1,911.00	492.76	5,913.12
S 4SS	4.5-1-1	.4079%	119,600.00	149,500.00	.6670%	333.51	4,002.12	159.25	1,911.00	492.76	5,913.12
V 5SS	4.5-1-1	.4079%	119,600.00	149,500.00	.6670%	333.51	4,002.12	159.25	1,911.00	492.76	5,913.12
V 6SS	4.5-1-1	.4079%	119,600.00	149,500.00	.6670%	333.51	4,002.12	159.25	1,911.00	492.76	5,913.12
S 1T	4.5-1-1	.4021%	119,600.00	149,500.00	.6580%	329.01	3,948.12	157.10	1,885.20	486.11	5,833.32
S 2T	4.5-1-1	.4021%	119,600.00	149,500.00	.6580%	329.01	3,948.12	157.10	1,885.20	486.11	5,833.32
S 3T	4.5-1-1	.4021%	119,600.00	149,500.00	.6580%	329.01	3,948.12	157.10	1,885.20	486.11	5,833.32
S 4T	4.5-1-1	.4021%	119,600.00	149,500.00	.6580%	329.01	3,948.12	157.10	1,885.20	486.11	5,833.32
V 5T	4.5-1-1	.4021%	119,600.00	149,500.00	.6580%	329.01	3,948.12	157.10	1,885.20	486.11	5,833.32
V 6T	4.5-1-1	.4021%	119,600.00	149,500.00	.6580%	329.01	3,948.12	157.10	1,885.20	486.11	5,833.32
S 1TT	4.5-1-1	.4021%	119,600.00	149,500.00	.6580%	329.01	3,948.12	157.10	1,885.20	486.11	5,833.32
V 2TT	4.5-1-1	.4021%	119,600.00	149,500.00	.6580%	329.01	3,948.12	157.10	1,885.20	486.11	5,833.32
V 3TT	4.5-1-1	.4021%	119,600.00	149,500.00	.6580%	329.01	3,948.12	157.10	1,885.20	486.11	5,833.32
S 4TT	4.5-1-1	.4021%	119,600.00	149,500.00	.6580%	329.01	3,948.12	157.10	1,885.20	486.11	5,833.32
V 5TT	4.5-1-1	.4021%	119,600.00	149,500.00	.6580%	329.01	3,948.12	157.10	1,885.20	486.11	5,833.32
S 6TT	4.5-1-1	.4021%	119,600.00	149,500.00	.6580%	329.01	3,948.12	157.10	1,885.20	486.11	5,833.32
S 1U	3.5-1	.3385%	94,800.00	118,500.00	.5540%	277.01	3,324.12	132.27	1,587.24	409.28	4,911.36
S 2U	3.5-1	.3385%	94,800.00	118,500.00	.5540%	277.01	3,324.12	132.27	1,587.24	409.28	4,911.36
S 3U	3.5-1	.3385%	94,800.00	118,500.00	.5540%	277.01	3,324.12	132.27	1,587.24	409.28	4,911.36
S 4U	3.5-1	.3385%	94,800.00	118,500.00	.5540%	277.01	3,324.12	132.27	1,587.24	409.28	4,911.36
S 5U	3.5-1	.3385%	94,800.00	118,500.00	.5540%	277.01	3,324.12	132.27	1,587.24	409.28	4,911.36
S 6U	3.5-1	.3385%	94,800.00	118,500.00	.5540%	277.01	3,324.12	132.27	1,587.24	409.28	4,911.36
S 1UU	3.5-1	.3385%	94,800.00	118,500.00	.5540%	277.01	3,324.12	132.27	1,587.24	409.28	4,911.36
V 2UU	3.5-1	.3385%	94,800.00	118,500.00	.5540%	277.01	3,324.12	132.27	1,587.24	409.28	4,911.36
S 3UU	3.5-1	.3385%	94,800.00	118,500.00	.5540%	277.01	3,324.12	132.27	1,587.24	409.28	4,911.36
S 4UU	3.5-1	.3385%	94,800.00	118,500.00	.5540%	277.01	3,324.12	132.27	1,587.24	409.28	4,911.36
S 5UU	3.5-1	.3385%	94,800.00	118,500.00	.5540%	277.01	3,324.12	132.27	1,587.24	409.28	4,911.36
S 6UU	3.5-1	.3385%	94,800.00	118,500.00	.5540%	277.01	3,324.12	132.27	1,587.24	409.28	4,911.36
RESIDENTIAL UNITS SUBTOTALS	61	1319%	$24,799,580.00			$50,002.15		$23,874.83		$73,876.98	
204	751 5-215.0		$19,839,664.00		100.0000%		$600,025.80		$286,497.96		$886,523.76

V - VACANT, T - TERRACE, S - STABILIZED

SEE PAGE 9 FOR FOOTNOTES APPLICABLE TO THESE PRICES

41 25 KISSENA BOULEVARD

SCHEDULE A

PURCHASE PRICES, AND ESTIMATED COMMON CHARGES AND REAL ESTATE TAXES FOR FIRST YEAR OF CONDOMINIUM OWNERSHIP COMMENCING JANUARY 1, 1988

APT # / STATUS (1)	NO OF RMS BTH (2)	PERCENTAGE INTEREST IN COMMON ELEMENTS (3)	PERCENTAGE INTEREST IN PROFESSIONAL CHARGES (5)	ESTIMATED COMMON CHARGES MONTHLY (6)	ESTIMATED COMMON CHARGES ANNUAL (6)	ESTIMATED REAL ESTATE TAXES MONTHLY (7)	ESTIMATED REAL ESTATE TAXES ANNUAL (7)	TOTAL ESTIMATED COMMON CHARGES AND REAL ESTATE TAXES FOR FIRST YEAR MONTHLY	TOTAL ESTIMATED COMMON CHARGES AND REAL ESTATE TAXES FOR FIRST YEAR ANNUAL
PROFESSIONAL UNITS (NOT OFFERED)									
101	-	1.4457%	18.6990%	1,184.44	14,213.28	564.60	6,775.20	1,749.04	20,988.48
102	-	.2420%	3.1300%	198.26	2,379.12	94.51	1,134.12	292.77	3,513.24
103	-	.2342%	3.0300%	191.93	2,303.16	91.49	1,097.88	283.42	3,401.04
104	-	.2718%	3.5160%	222.71	2,672.52	106.16	1,273.92	328.87	3,946.44
105	-	.3537%	4.5750%	289.79	3,477.48	138.14	1,657.68	427.93	5,135.16
106	-	.3537%	4.5750%	289.79	3,477.48	138.14	1,657.68	427.93	5,135.16
107	-	.3112%	4.0250%	254.95	3,059.40	121.53	1,458.36	376.48	4,517.76
108	-	.2608%	3.3730%	213.65	2,563.80	101.84	1,222.08	315.49	3,785.88
109	-	.5678%	7.3450%	465.25	5,583.00	221.78	2,661.36	687.03	8,244.36
110	-	.1789%	2.3140%	146.57	1,758.84	69.87	838.44	216.44	2,597.28
111	-	.2858%	3.6960%	234.11	2,809.32	111.60	1,339.20	345.71	4,148.52
112	-	.1904%	2.4620%	155.95	1,871.40	74.34	892.08	230.29	2,763.48
113	-	.3619%	4.6810%	296.51	3,558.12	141.34	1,696.08	437.85	5,254.20
V 114	-	.3451%	4.4640%	282.76	3,393.12	134.79	1,617.48	417.55	5,010.60
V 115	-	.3451%	4.4640%	282.76	3,393.12	134.79	1,617.48	417.55	5,010.60
V 116	-	.3619%	4.6810%	296.51	3,558.12	141.34	1,696.08	437.85	5,254.20
117	-	.1904%	2.4620%	155.95	1,871.40	74.34	892.08	230.29	2,763.48
118	-	.2686%	3.4740%	220.05	2,640.60	104.89	1,258.68	324.94	3,899.28
119	-	.1773%	2.2930%	145.24	1,742.88	69.24	830.88	214.48	2,573.76
120	-	.1707%	2.2080%	139.86	1,678.32	66.67	800.04	206.53	2,478.36
121	-	.3021%	3.9080%	247.54	2,970.48	118.00	1,416.00	365.54	4,386.48
122	-	.5122%	6.6250%	419.64	5,035.68	200.04	2,400.48	619.68	7,436.16
PROFESSIONAL UNITS SUBTOTALS		7.7313%		$6,334.22		$3,019.44		$9,353.66	
22			100.0000%		$76,010.64		$36,233.28		$112,243.92

V - VACANT

SEE PAGE 9 FOR FOOTNOTES APPLICABLE TO THESE PRICES

41-25 KISSENA BOULEVARD

SCHEDULE A

PURCHASE PRICES, AND ESTIMATED COMMON CHARGES AND REAL ESTATE TAXES FOR FIRST YEAR OF CONDOMINIUM OWNERSHIP COMMENCING JANUARY 1, 1988

COMMERCIAL UNITS* (NOT OFFERED)	SQUARE FOOTAGE	PERCENTAGE INTEREST IN COMMON ELEMENTS (3)	PERCENTAGE INTEREST IN COMMERCIAL CHARGES (5)	ESTIMATED COMMON CHARGES MONTHLY (6)	ESTIMATED COMMON CHARGES ANNUAL (6)	ESTIMATED REAL ESTATE TAXES MONTHLY (7)	ESTIMATED REAL ESTATE TAXES ANNUAL (7)	TOTAL ESTIMATED COMMON CHARGES AND REAL ESTATE TAXES FOR FOR FIRST YEAR MONTHLY	TOTAL ESTIMATED COMMON CHARGES AND REAL ESTATE TAXES FOR FOR FIRST YEAR ANNUAL
UNIT 1	2906	1.0909%	4.1740%	722.05	8,664.60	426.07	5,112.84	1,148.12	13,777.44
UNIT 2	3316	1.2449%	4.7630%	823.94	9,887.28	486.19	5,834.28	1,310.13	15,721.56
UNIT 3	2516	.9445%	3.6140%	625.18	7,502.16	368.91	4,426.92	994.09	11,929.08
UNIT 4	3064	1.1503%	4.4010%	761.32	9,135.84	449.24	5,390.88	1,210.56	14,526.72
UNIT 5	3045	1.1431%	4.3740%	756.65	9,079.80	446.48	5,357.76	1,203.13	14,437.56
UNIT 6	3585	1.3458%	5.1490%	890.72	10,688.64	525.59	6,307.08	1,416.31	16,995.72
UNIT 7	3543	1.3301%	5.0890%	880.34	10,564.08	519.47	6,233.64	1,399.81	16,797.72
UNIT 8	5008	1.8801%	7.1930%	1,244.31	14,931.72	734.24	8,810.88	1,978.55	23,742.60
UNIT 9	2447	.9186%	3.5150%	608.05	7,296.60	358.80	4,305.60	966.85	11,602.20
UNIT 10	2258	.8477%	3.2430%	561.00	6,732.00	331.03	3,972.36	892.03	10,704.36
UNIT 11	1795	.6739%	2.5780%	445.96	5,351.52	263.15	3,157.80	709.11	8,509.32
UNIT 12	3528	1.3244%	5.0670%	876.53	10,518.36	517.22	6,206.64	1,393.75	16,725.00
UNIT 13	24894	9.3455%	35.7560%	6,185.37	74,224.44	3,649.85	43,798.20	9,835.22	118,022.64
UNIT 14	7717	2.8970%	11.0840%	1,917.40	23,008.80	1,131.42	13,577.04	3,048.82	36,585.84
SUBTOTALS COMMERCIAL UNITS		26.1368%	100.0000%	$17,298.82	$207,585.84	$10,207.66	$122,491.92	$27,506.48	$330,077.76
GARAGE/PARKING UNIT** (NOT OFFERED)									
GARAGE 82101		5.0000%	100.0000%	3,344.92	40,139.00	1,952.75	23,433.00	5,297.67	63,572.00
SUBTOTALS		5.0000%	100.0000%	$3,344.92	$40,139.00	$1,952.75	$23,433.00	$5,297.67	$63,572.00

* - SQUARE FOOTAGE INCLUDES BASEMENT STORAGE AREAS; SEE DECLARATION AND FLOOR PLANS IN PARTS II.
** - INCLUDES OUTDOOR PARKING AREA OF 41,973 SQUARE FEET AND INDOOR GARAGE OF 40,128 SQUARE FEET

SEE PAGE 9 FOR FOOTNOTES APPLICABLE TO THESE PRICES

41-25 KISSENA BOULEVARD

SCHEDULE A

PURCHASE PRICES, AND ESTIMATED COMMON CHARGES AND REAL ESTATE TAXES FOR FIRST YEAR OF CONDOMINIUM OWNERSHIP COMMENCING JANUARY 1, 1988

RECAP

RECAP				ESTIMATED COMMON CHARGES MONTHLY (6)	ESTIMATED COMMON CHARGES ANNUAL (6)	ESTIMATED REAL ESTATE TAXES MONTHLY (7)	ESTIMATED REAL ESTATE TAXES ANNUAL (7) (8)	TOTAL ESTIMATED COMMON CHARGES AND REAL ESTATE TAXES FOR FOR FIRST YEAR MONTHLY (8)	TOTAL ESTIMATED COMMON CHARGES AND REAL ESTATE TAXES FOR FOR FIRST YEAR ANNUAL
RESIDENTIAL UNITS									
204	61.1319%	$19,839,664.00	$24,799,580.00	$50,002.15	$600,025.80	$23,874.83	$286,497.96	$73,876.98	$886,523.76
(203 APARTMENTS PLUS SUPERINTENDENT'S)									
PROFESSIONAL UNITS									
22	7.7313%	N/A	N/A	$6,334.22	$76,010.64	$3,019.44	$36,233.28	$9,353.66	$112,243.92
COMMERCIAL UNITS									
14	26.1368%	N/A	N/A	$17,298.82	$207,585.84	$10,207.66	$122,491.92	$27,506.48	$330,077.76
GARAGE/PARKING UNIT									
GARAGE	5.0000%	N/A	N/A	$3,344.92	$40,139.00	$1,952.75	$23,433.00	$5,297.67	$63,572.00
TOTALS	100.0000%	$19,839,664.00	$24,799,580.00	$76,980.11	$923,761.28	$39,054.68	$468,656.16	$116,034.79	$1,392,417.44

SEE PAGE 9 FOR FOOTNOTES APPLICABLE TO THESE PRICES

FOOTNOTES TO SCHEDULE A

(1) "S" denotes a Rent-Stabilized Unit; "V" denotes a Vacant Unit; "T" denotes a Terrace.

(2) The room count is substantially in accordance with the recommended method of room count promulgated by the Real Estate Board of New York, Inc., a copy of which appears on the following page. Any floor plan or sketch shown to a prospective purchaser is only an approximation of the dimensions and layout of a typical Unit. Each Unit should be inspected prior to purchase to determine its actual dimensions, layout and physical condition. This method of room count may be different from that used in filings with the New York State Division of Housing and Community Renewal.

(3) The percentage interest of each Unit in the Common Elements is based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the condominium, the uniqueness of the unit, the availability of common elements for exclusive or shared use, and the overall dimensions of the particular unit, as provided in Section 339(i)(1)(iv) of the New York Condominium Act. According to this formula, the Residential Units comprise a 61.1319% interest in the Common Elements, the Professional Units 7.7313%, the Commercial Units 26.1368% and the Garage/Parking Unit 5.00%.

(4) Each tenant in occupancy of a Residential Unit on the filing date of the Plan has the exclusive right for ninety (90) days after the presentation of the Plan to purchase his Unit at the price set forth herein. After the expiration of the exclusive period, provided that the Plan has not been declared effective, Residential Units shall continue to be offered for sale to tenants at the prices listed in Schedule A on a non-exclusive basis. Sponsor may accept a purchase agreement from a non-tenant purchaser after the 90th day if the tenant has not previously submitted a Purchase Agreement for his Unit. The Sponsor may cease accepting Purchase Agreements from tenants at any time after the 90-day exclusive purchase period on a non-discriminatory basis. Units other than Residential Units are not being offered. Tenants of Professional and Commercial Units do not have the right to purchase their Units unless the Plan is amended. Prices are negotiable. In addition to the Purchase Price, purchasers will incur certain closing costs (see "Unit Closing Costs and Adjustments") and will be required to reimburse the Sponsor for the sum contributed by the Sponsor to the Working Capital Fund equal to two months common charges.

(5) These amounts have been calculated for purposes of allocation of common charges among the four categories of Units. See Schedule B.

(6) These estimates were based upon the "Budget for the First Year of Condominium Operation", which was prepared by Sponsor on the assumption that the first year of condominium operation will be from January 1, 1988 to December 31, 1988. The actual first year of operation may be earlier or later than that year. In addition to these estimated charges, each Unit Owner will be responsible for paying: (i) mortgage payments under any loan obtained to finance the acquisition of his Unit; (ii) the cost of gas and electricity supplied to his Unit, which will be separately metered and will be payable directly to the utility company as and when billed; (iii) the cost of interior repairs to, and the maintenance, painting and decoration of, his Unit (including, without limitation, the equipment and appliances contained therein); and (iv) the cost of any insurance that he may desire to obtain covering (a) his furniture, equipment and other personal property and (b) his liability to others for personal injury or property damage as a result of occurrences in his Unit.

METHOD OF RESIDENTIAL ROOM COUNT RECOMMENDED BY THE REAL ESTATE BOARD OF NEW YORK, INC.

Effective January 1, 1964

The following Recommended Method of Residential Room Count is applicable to existing and new buildings.

All rooms included in Room Count must meet criteria below.

Variations to classifications listed can be made where additional rooms are added or room types are changed.

Description of Unit	Room Count
Living room, bath, wall kitchenette	1 room
Living room, bath, walk-in kitchenette	1½ rooms
Living room, bath, walk-in kitchenette plus dining alcove or dining foyer	2 rooms
Living room, bath, walk-in kitchenette plus dining alcove or dining foyer and sleeping alcove	2½ rooms
Living room, bedroom, bath, walk-in kitchenette	2½ rooms
Living room, bedroom, bath, walk-in kitchenette plus dining alcove or dining foyer	3 rooms
Living room, bedroom, bath, full kitchen plus dining alcove or dining foyer	3½ rooms
Living room, 2 bedrooms, bath, walk-in kitchenette plus dining alcove or dining foyer	4 rooms
Living room, 2 bedrooms, bath, full kitchen plus dining alcove or dining foyer	4½ rooms
Living room, 2 bedrooms, bath, dining room, full kitchen	5 rooms

Criteria
(Minimum Room Sizes)

	Square Feet	Room Count
Living room with at least one window	212	1 room
First bedroom with at least one window	144	1 room
Second bedroom with at least one window	124	1 room
Additional bedrooms with at least one window	100	1 room
Sleeping alcove (only if no bedrooms. One per apt.)	68	½ room
Full kitchen (equipped)	71	1 room
Walk-in kitchenette (equipped)	50	½ room
Dining alcove or dining foyer (only if no dining room. One per apt.)	68	½ room
Dining room with at least one window	111	1 room
Maid's room with at least one window	80	

Balconies, Terraces, Bathrooms and Dressing Rooms can be designated but are not to be counted as rooms or parts of rooms.

Entrance Foyer area in excess of 50 sq. ft. may receive room count credit, provided the excess area meets all other criteria.

41-25 KISSENA BOULEVARD

SCHEDULE B

BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION

(Estimated to Commence January 1, 1988)

	Residential Units	Professional Units	Commercial Units	Garage/ Parking Unit	TOTAL
Projected Income					
Annual Common Charges(1)	600,023	76,011	207,586	40,139	923,759
Laundry Income(2)	8,578	1,022	N/A	N/A	9,600
TOTAL	608,601	77,033	207,586	40,139	933,359
Projected Expenses					
Labor(3)	205,211	24,441	9,014	N/A	238,666
Heating and Hot Water(4)	82,034	9,777	36,018	20,757	148,586
Utilities(5)	66,635	7,936	5,213	N/A	79,784
Water Charges and Sewer Rents(6)	19,632	2,338	N/A	N/A	21,970
Repairs, Maintenance and Supplies(7)	76,538	9,679	32,723	6,260	125,200
Service Contracts(8)	8,429	1,004	1,270	N/A	10,703
Insurance(9)	101,811	15,178	102,861	9,150	229,000
Management Fees(10)	28,060	3,549	11,996	2,295	45,900
Legal and Audit Fees(11)	3,974	503	1,698	325	6,500
Other(12)	1,234	199	515	102	2,050
Contingency(13)	15,043	2,429	6,278	1,250	25,000
TOTAL	608,601	77,033	207,586	40,139	933,359

FOOTNOTES TO SCHEDULE B

1. Common Charges (Total $923,759)

Payable by all Residential Units	$600,023
Payable by all Professional Units	$ 76,011
Payable by all Commercial Units	$207,586
Payable by Garage/Parking Unit	$ 40,139

Common charges payable by owners of each type of Unit for each budget item have been allocated on the basis of the share of such expense which is fairly attributable to such type of Unit, or, where more appropriate, on the basis of respective percentages of common interest (see Schedule A). The share of expenses payable by owners of each type of Unit in future years may not correspond exactly to this schedule, due to changes in use of Units or changes in the nature or quantity of services provided to one or more types of Units, or due to other similar reasons.

2. Laundry Income ($9,600)

Income from the laundry room is based on the current contract with Fisher Service Inc., 875 Northern Boulevard, Great Neck, New York 11022, under which the Condominium will receive $9,600 per annum in four equal monthly installments of $2,400. The contract is for a five year term which expires March 30, 1992. The Condominium is required to maintain, paint, clean and heat the laundry room and to provide at its own expense, hot water, cold water, and gas for dryers, the costs of which are reflected in this budget.

The Residential Units and Professional Units only will share the income from the laundry room (as an offset to their common charges) in proportion to the relative total square footage of such Units (89.3576% Residential; 10.6424% Professional).

3. Labor ($238,666)

The Condominium will employ one superintendent, one handyman and four porters, all of whom are members of Local 32B-32J SEIU, AFL-CIO. Additionally, two persons will be employed at the property as union doormen at the Condominium.

Following are the current wages and projected wages, on a weekly basis, which reflect the provisions of the Union contract:

Superintendent(1):	
June 21, 1986	$441.00 per week
June 21, 1987	$464.00 per week
June 21, 1988 (estimated)	$487.00 per week
Handyman(1):	
April 21, 1986	$407.15 per week
April 21, 1987	$429.16 per week
April 21, 1988 (estimated)	$451.16 per week
Porters(4):	
April 21, 1986	$371.15 per week
April 21, 1987	$393.16 per week
April 21, 1988 (estimated)	$415.16 per week
Doormen(2):	
April 21, 1987	$392.15 per week
April 21, 1988 (estimated)	$415.16 per week

As additional compensation, the superintendent will occupy Apartment 1LL rent free. The Condominium will also furnish him with free gas and electricity and a monthly telephone allowance of approximately $20.00.

Projected Payroll Costs for the first year of Condominium operation based on the estimated gross earnings as listed above, including a 10% increase in the Union contributions, are as follows:

Total Wages for all 8 Employees	$175,659.24
Vacation Pay	7,915.43
Holiday and Sick Pay (22 days/man)	11,434.50
FICA (7.15% of gross salaries)	13,943.15
Unemployment Insurance (4.5% of $7,000)	2,520.00
Disability Insurance ($60/man)	259.20
Workers' Compensation (3.5% of gross salaries)	6,825.32
Union Health Fund	13,544.00
Union Pension Fund	6,468.80
Union Safety Fund	96.00
TOTAL	$238,665.64

The Garage/Parking Unit owner will not contribute to this budget item, as it will employ its own personnel. The current parking lot attendant will not be an employee of the Condominium.

The Commercial Units will contribute to this budget item according to their interest in the common elements (26.1368%) only as regards the superintendent's salary and union benefits, which are estimated to be $34,488 for the first year of Condominium operation. The other employees will not provide any services to the Commercial Units.

The remaining costs for this budget item will be divided between the Residential and Professional Units in proportion to their total relative square footage. (Residential Units: 89.3576%, Professional Units: 10.6424%).

4. Heat and Hot Water ($148,586)

The building uses Number 6 fuel oil for the production of heat and hot water. The budget item is based on an average consumption of 188,084 gallons which represents a 9.7% reduction in the average annual consumption. Such reduction is based upon an opinion by Fan, Rongved & Erickson, licensed architects and engineers, which has estimated annual fuel savings due to the installation of new double glazed windows.

This estimate is based on the price of $.79 per gallon for Number 6 oil the first year of Condominium operation. The consumption and total cost of fuel oil for the past four (4) years were as follows:

Year	Gallons	Cost
1983	202,405	$173,430
1984	201,659	$179,371
1985	213,060	$169,181
1986	216,413	$132,930

The Residential, Professional, Commercial and Garage/Parking Units will each pay their proportionate share of this budget item based on relative square footage, taking into account the square footage of the indoor garage space only.

In view of the current energy situation it is not possible to predict whether the budgeted figure will reflect the actual cost to be incurred during the first year of Condominium operation which will vary

with the level of consumption and the fuel rate. Consumption will be affected by the severity of the weather and conservation measures (such as staggering hours of heating, lowering the temperature of the hot water, etc.), if any, adopted by the Condominium Board. It is believed that the projected figure should be sufficient to cover any reasonable increases in the cost of fuel during the first year of Condominium operation.

5. Utilities ($79,784)

This item includes the cost of gas and electricity for the common areas, gas for residential apartments, the laundry room and the superintendent's apartment. It does not include the cost of electricity to individual units, which are separately metered and for which each unit owner will be separately billed. The cost of gas and electricity for the past four (4) years were as follows:

Gas

Year	CCF	Cost	Average Cost Per CCF
1983	20,489	$16,133	.7874
1984	21,735	$16,291	.7495
1985	21,205	$16,156	.7619
1986	19,589	$14,090	.7193

Electricity

Year	KWH	Cost	Average Cost Per KWH
1983	531,706	$62,057	.1167
1984	556,644	$66,162	.1189
1985	539,622	$60,377	.1119
1986	545,701	$57,855	.1060

The budget item for gas and electricity is based on a 10% increase over the average 1986 costs multiplied by the average consumption for the past (4) four years:

	Projected Consumption	Projected Cost
Gas	20,755 CCF	$16,421 (.7912 per CCF)
Electricity	543,418 KWH	$63,363 (.1166 per KWH)

The Commercial and Professional Units are separately metered for gas and electricity. However, they will contribute to this budget item to the extent of one-fourth of their percentage interest in the common elements (i.e. 6.5342%) which is roughly based on square footage, insofar as the basement hallway lighting and the superintendent's gas and electric may be attributable to the operation of the Commercial Units.

The Garage Unit will not contribute to this budget item as it is separately metered for gas and electricity and does not use any of the common area electricity or gas.

The bulk of the budgeted expense will be shared by the Residential and Professional Units according to their relative aggregate square footage (i.e. Residential Units: 89.3576%; Professional Units: 10.6424%).

6. Water Charges and Sewer Rents ($21,970)

Water charges and sewer rents are billed by the city of New York on a frontage basis. The following amounts were paid for the past four (4) fiscal years:

7/1/83-6/30/84	$15,455
7/1/84-6/30/85	$17,086
7/1/85-6/30/86	$18,170
7/1/86-6/30/87	$19,973

The budget reflects a 10% increase in water and sewer charges over the 1986/87 charges.

The Commercial and Garage Units will not contribute to this budget item since they are separately metered by the City of New York for these items. The budgeted costs will be divided by the Residential and Professional Units as follows: 89.3576% for the Residential Units and 10.6424% for the Professional Units, based on relative square footage.

7. Repairs, Maintenance, and Supplies ($125,200)

This item does not include repairs, painting, maintenance or supplies used with respect to individual units, which are the responsibility of individual unit owners. The budgeted figure is based on Sponsor's estimate of ordinary repairs to the interior of the Building, the roof, the exterior of the Building (including walls, foundations, windows, doors, and locks), the heating system (including fuel burner, boiler, pipes, and radiators), the plumbing and electrical systems, and various supplies. The projected cost reflects a 15% increase over the 1985 costs for repairs, maintenance and supplies.

The cost of this budget item has been allocated to each type of unit based on respective percentages of common interest.

8. Service Contracts ($10,703)

This item includes the cost for the following service contracts:

Company	Type of Service	Annual Cost	Expiration Date
Knudson Elevator ..... 22-05 43rd Long Island City, NY 11101	Elevator Maintenance	$5,760	11/30/87
Pest Hunters Exterminating Co. ..... 1053 40th St. Brooklyn, NY	Exterminating	$2,700	10/31/87
AFA Protective Systems, Inc. ..... 519 Eighth Ave. New York, NY 10018	Fire Protection for Basement Sprinkler System	$1,270	2/1/91

The Residential and Professional Units only will share in the cost of the first two service contracts listed above, since the services are provided to those Units only. Allocation of cost will be based on relative square footage (i.e. Residential 89.3576%, Professional 10.6424%). The sprinkler contract will provide services to the Commercial Units.

9. Insurance ($229,000)

This estimate is based upn a proposal submitted by Alexander & Alexander, Inc., 1 Huntington Quadrangle, Melville, New York 11747. It provides for the following coverage for the first year of Condominium operation, a binder for which will be delivered at the time of Closing.

—All Risk Building	$19,000,000
Subject to $5,000 Deductible Clause and Including: Agreed Value and Replacement Costs.	
—Loss of Rents	$ 1,600,000
—Broad Form Comprehensive General Liability	$ 1,000,000
—Water Damage Legal Liability—$3,000 Deductible	$ 100,000
—Elevator Collision Liability	$ 100,000
Total Annual Cost*	$ 196,000

* Breakdown as follows:

	Section I	Section II	Total
Professional	$10,000	$ 3,000	$13,000
Commercial	$80,000	$15,000	$95,000
Residential	$63,000	$20,000	$83,000
Garage	—	$ 5,000	$ 5,000

Umbrella Liability

Limit	$10,000,000
Self-Insured Retention	$ 10,000
—=Total Annual Cost*	$ 30,000

* Breakdown as follows:

Professional	$ 2,000
Commercial	$ 7,000
Residential	$ 17,000
Garage	$ 4,000

Boiler and Machinery

Limit	$ 5,000,000
Annual Cost*	$ 2,000

* Breakdown as follows:

Professional	$ 100
Commercial	$ 600
Residential	$ 1,200
Garage	$ 100

Directors and Officers Liability

Limit	$ 1,000,000
Annual Cost	$ 1,000

Shareholders are advised to obtain additional insurance at their own cost to cover such risks as fire and casualty losses to unit contents, replacements, additions, upgraded fixtures and improvements and liability coverage for occurrences within the apartment. Due to the volatile conditions of today's market place, it is not possible to predict accurately what the actual premium will be at the time of Closing.

The coverage does not include claims for personal injury or property damage resulting from occurrences in individual apartments, professional units, commercial units, or the garage/parking unit, nor does it include coverage for damage to the furniture or personal property of tenants or unit owners. If such coverage is desired, such tenants or unit owners should obtain a separate policy for liability and casualty losses within such Unit.

10. Management ($45,900)

At Closing, the Condominium Board will enter into a Management Agreement with Mark Greenberg Real Estate Co., Inc., 8 Haven Avenue, Port Washington, New York for an initial term of three (3) years, at an annual fee of $45,900. The agreement will be automatically renewed thereafter on a month-to-month basis until terminated by either party upon thirty (30) days' prior written notice. The Managing Agent may receive $75 per month to cover printing expenses (included in the budgeted cost) and additional compensation for minor services and for processing transfers of Units. See caption "MANAGEMENT AGREEMENT, CONTRACTS AND LEASES" for details of the Management Agreement.

The Management Agreement covers management of the building and all Residential, Professional, Commercial and Garage/Parking Units, the cost of which is divided according to each Unit's percentage of common interest. The cost of this agreement reflects the prevailing cost for similar services.

The Management Agreement covers management of the building and all Residential, Professional, Commercial and Garage/Parking Units, the cost of which is divided according to each Unit's percentages of common interest. The cost of this agreement reflects the prevailing cost for similar services.

All Residential Units occupied by non-purchasing tenants will be managed by the same Managing Agent who manages all other Residential Units in the building, and owners of Residential Units occupied by non-purchasing tenants shall be deemed to have irrevocably appointed the Managing Agent to do so. The Managing Agent will provide to non-purchasing residential tenants all services and facilities required by law on a non-discriminatory basis. The management agreement to be executed at Closing will provide that the fee payable thereunder by the owners of unsold Residential Units for management costs for such Units, including but not limited to collection of rent and payment of common charges, shall not exceed $150 per Unit per year. This fee does not include the cost of providing such services and facilities.

The Condominium will provide all services required by law to the non-purchasing residential tenant on behalf of the owner of the occupied Unit. Any services provided to such tenant over and above what a Unit owner is entitled to receive from the Condominium and approved by the Unit owner, which approval shall not be unreasonably withheld, will be billed by the Managing Agent at the actual cost of providing such services to the Unit owner. So long as there are any Units occupied by non-purchasing residential tenants, every subsequent management agreement must contain a similar provision. If the Condominium elects not to employ a Managing Agent, no greater charge may be made by the Condominium for managing Units occupied by non-purchasing residential tenants.

11. Legal and Audit Fees ($6,500)

This item represents the cost of the preparation of the Condominium's audited financial statement for the first year of Condominium operation, and the costs of miscellaneous (but not major) legal

services in the event the Condominium Board determines to engage an attorney. Costs have been allocated according to each Unit's respective percentage of common interest.

12. Other ($2,050)

This budget item includes miscellaneous costs such as boiler licensing fee, fire and elevator inspection permits, and superintendent's telephone. The budgeted figure reflects a 15% increase over 1985 costs for similar items. The cost of this item is shared by all the Units according to their respective percentages of common interest.

13. Contingency ($25,000)

The purpose of the contingency fund is to provide for any unanticipated expenses or unanticipated increases in projected expenses. The contingency fund is separate and distinct from the Working Capital Fund and the Capital Reserve Fund (see caption "RESERVE FUND AND WORKING CAPITAL FUND").

If the actual or anticipated date of commencement of Condominium operation is to be delayed from the budget year projected in the Offering Plan, the Plan will be amended to include a revised budget disclosing current projections. If such amended projections exceed the original projections by twenty-five (25%) percent or more, the Sponsor will offer all purchasers the right, for a specified reasonable period of time, of not less than fifteen (15) days after presentation thereof, to rescind their offer to purchase and have their deposits refunded promptly, whether or not Sponsor offers to guarantee the previous budget projection.

IN THE OPINION OF PRETIUM ASSOCIATES (SET FORTH IN PART II), THE PROJECTED RECEIPTS ARE ADEQUATE TO MEET THE ESTIMATED EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION, ASSUMING SUCH FIRST YEAR TO BE THE FISCAL YEAR COMMENCING JANUARY 1, 1988. THE FOREGOING BUDGET, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE BY ANYONE THAT THE ANNUAL COMMON CHARGES OR COMMON EXPENSES FOR THE FIRST OR ANY SUBSEQUENT YEAR OF OPERATION OF THE BUILDING BY THE CONDOMINIUM BOARD WILL BE AS SET FORTH IN SAID BUDGET.

IT IS LIKELY THAT THE ACTUAL COMMON EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION 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 TO ENTER INTO NEW AGREEMENTS THAT WILL BE BINDING ON THE CONDOMINIUM BOARD ON COMMENCEMENT OF CONDOMINIUM OPERATION. HOWEVER, SPONSOR MAY NOT ENTER INTO ANY BINDING SERVICE OR MAINTENANCE CONTRACT THAT WILL MATERIALLY INCREASE THE FIRST YEAR'S ESTIMATED COMMON CHARGES.

CHANGES IN PRICES AND UNITS

The offering price to be paid by residential tenants in occupancy on the date the Plan was accepted for filing which is applicable during any exclusive purchase period will not be increased during such exclusive purchase period.

The offering price as set forth in Schedule A must be changed by a duly filed amendment to the Plan when the change in price is an across the board increase or decrease affecting one or more lines

of Units or Unit models, or is to be advertised, or is a price increase for an individual purchaser. Unless it would constitute a prohibited discriminatory inducement, the Sponsor may enter into an agreement with an individual purchaser to sell one or more Units at prices lower than those set forth in Schedule A without filing an amendment. Prices are negotiable.

No change will be made in the size or number of Units, their respective percentages of common interest or in the size or quality of common elements except by amendment to the Plan and to the Declaration.

Unless an affected purchaser consents, no material change will be made in Unit size, layout, or percentage of Common Interest if a purchase agreement has been executed and delivered to the Sponsor for that Unit and the purchaser is not in default. No material change will be made in the size or quality of Common Elements unless purchasers not in default receive a right to rescind contained in an amendment and a reasonable period of time that is not less than fifteen days after the date of presentation of such amendment to exercise the right. Sponsor will return any deposit or down payment promptly to purchasers who rescind.

Sponsor reserves the right to change: (a) the layout of, or number of rooms in, Unsold Units* and (b) the size and/or number of Unsold Units by subdividing one or more Unsold Units into two or more separate Units, by combining two or more separate Unsold Units into one or more Unsold Units, by altering the boundary walls of any Unsold Unit(s), or otherwise, including, without limitation, the use of any portion(s) of the Common Elements adjacent to such Unsold Units to the extent that such portion(s) are not required to be maintained as Common Elements pursuant to the terms of the By-Laws. Subject to the terms of the last two paragraphs of this section, such right may be exercised by Sponsor from time to time, both before and after the First Closing, by amendment to this Plan without the consent or approval of the Selling Agent, the Managing Agent, the Condominium Board, any Unit Owner or any Mortgagee.

In the event that Sponsor shall change the size and/or number of Unsold Units, Sponsor shall increase or decrease the Common Interests appurtenant thereto accordingly; however, the aggregate amount of the Common Interests of all of the Units shall always remain at 100%. As a result of such reapportionment, the amount of the Common Charges and the real estate taxes and assessments payable by the owners of the Unsold Units affected thereby will be increased or decreased proportionately, but the amount of the Common Charges and the real estate taxes and assessments payable by the owners of Units unaffected thereby will not be varied.

Once the Declaration is recorded, no change may be made in the number of Units, nor may the size of any Unit be changed by subdivision or combination or alteration of boundary walls as aforesaid, or otherwise, nor may the Common Interest of any Unit be changed, unless the Declaration is amended and such amendment is duly recorded. As more particularly provided in the Declaration, Sponsor or its designee, as the owner of an Unsold Unit, will have the right itself to so amend the Declaration to effectuate such change, without the Condominium Board, the other Unit Owners, or any mortgagee consenting to, or executing, such amendment. However, no change of a Unit's Common Interest will be made without obtaining the prior consent of the owner of such Unit. In addition, no change will be made in the Common Interest of any Unit for which a Purchase Agreement is in effect without obtaining the prior written consent of the purchaser thereof.

To the extent permitted by law, if the size or configuration of a Unit is changed in compliance with this Plan and the Condominium Documents and, in connection therewith, a wall, space, or other area forming a part of the Common Elements servicing and benefiting only such Unit is razed or incorporated in the Unit, then such Common Element shall be deemed for the exclusive use and benefit of the owner of such Unit and the Unit's Common Interest will remain unchanged.

* "Unsold Units" as used in this section shall include Commercial, Professional, and Garage/Parking Units retained by Sponsor, as well as unsold Residential Units.

FAN, RONGVED and ERICKSON

[illegible]

FRE

January 29, 1987

Ms. Carrie Deysher
THE ZIEGELMAN ORGANIZATION
200 West 57th Street
New York, NY 10019

RE: 41-25 Kissena Blvd.
Fuel Oil Consumption

Dear Ms. Deysher:

We have made a detailed heat loss analysis of this building for the effect of replacing the original singly glazed windows with double glazed, double hung type aluminum windows. (1086 total windows replaced).

Under ideal conditions for new windows and assuming the old windows to have excessive infiltration due to age we estimate an approximate fuel savings of 27,100 gallons. You should take into account that even the new windows will reduce in efficiency with fair wear and tear over their life expectancy. We recommend using an average savings of 20,300 gallons of fuel oil per year, or nominally 9.7% of the four year average of 208,384 gallons you reported.

For record we note that this percentage is quite low, which indicates that the building is using an excessive amount of fuel, for other reasons as well as the windows.

We trust this information is satisfactory.

Very truly yours,
FAN, RONGVED AND ERICKSON

Ronald R. Erickson
RRE:jh

HAROLD E SAPER
M. ARTHUR TARLOWE
ARTHUR M. LEON

LEON, TARLOWE & SAPER
CERTIFIED PUBLIC ACCOUNTANTS
21 EAST 40TH STREET
NEW YORK, NY 10016
212-685-8193

SEYMOUR GROSS
BARRY J. LEON

February 9, 1987

The Ziegelman Organization
200 West 57th Street
New York, N.Y. 10019

Re: 41-25 Kissena Boulevard
Flushing, N.Y. 11355

Gentlemen:

In accordance with your request, attached is a Statement of Income and Expenses for the above premises for the years ended December 31, 1986 and December 31, 1985.

Our examination was made in accordance with generally accepted auditing standards and included such tests of the accounting records and other auditing procedures as we considered necessary in the circumstances.

In our opinion, the attached Statement of Income and Expenses for the above premises for the years ended December 31, 1986 and December 31, 1985, together with the notes to the income statement, present fairly the financial operations of the premises for the period in conformity with generally accepted accounting principles, applied on a consistent basis.

Respectfully submitted,

LEON, TARLOWE & SAPER

LONG ISLAND OFFICE ONE GREAT NECK ROAD, GREAT NECK, NY 11021

41-25 KISSENA BOULEVARD

STATEMENT OF INCOME AND EXPENSES

FOR THE YEAR ENDED

	December 31, 1986		December 31, 1985	
INCOME				
Rent - Apartments	$874,636		$942,385	
- Offices	195,052		192,128	
- Stores	580,380		586,546	
Outdoor Parking	11,203		11,665	
Laundry	7,200		7,200	
Garages	35,517		45,175	
Water Charges	10,645		8,965	
TOTAL INCOME	$1,714,633		$1,794,064	
EXPENSES				
Salaries	$157,265		$139,678	
Payroll Taxes	13,381		12,539	
Union Funds	11,466	182,112	11,999	164,216
Fuel	$132,930		$169,181	
Gas & Electric	71,945		76,533	
Water & Sewer-Frontage	19,072		18,170	
-Metered	30,868		17,979	
Telephone	1,683	256,498	793	282,656
Elevator Maintenance	$ 28,367		$ 17,591	
Painting	11,470		29,889	
Laundry Cleaning	9,594		10,382	
Repairs & Maintenance	53,340		78,463	
Building Supplies	27,223		30,317	
Exterminating	2,376		1,887	
Rubbish Removal	8,584	140,954		168,529
Rent Leasehold	$390,360		$390,360	
Real Estate Tax	401,914		380,411	
Insurance	171,602		51,778	
Licenses & Permits	1,787		4,244	
Legal & Accounting	15,410		2,533	
Other Professional	5,000			
Miscellaneous	5,466	991,539	2,643	831,969
TOTAL EXPENSES	1,571,103		$1,447,370	
NET INCOME FROM OPERATIONS	143,530		$ 346,694	

The above operating statement excludes building depreciation, management fees and interest. The accompanying notes are an integral part of this statement.

41-25 KISSENA BOULEVARD

NOTES TO THE INCOME STATEMENT

FOR THE YEARS ENDED DECEMBER 31, 1986 AND 1985

LEASE AGREEMENT

The Kissena P.E.P Associates has entered into a lease agreement with Flushing Estate Associates to lease the land, building and improvements located at 41-25 Kissena Boulevard Flushing, Queens County for a term of 31 years ending June 30, 1994. The tenant has an option to renew for three (3) 22 year periods as follows:

July 1, 1994 until June 30, 2016

July 1, 2016 until June 30, 2038

July 1, 2038 until June 30, 2060

For a more detailed description of the lease and its terms, the reader is referred to the prospectus.

WATER INCOME

Commercial tenants are billed for use of water from private well as well as from city water supply. In 1986, billings seem to be to high due to meter malfunctions.

HAROLD E SAPER
M ARTHUR TARLOWE
ARTHUR M LEON

LEON, TARLOWE & SAPER
CERTIFIED PUBLIC ACCOUNTANTS
21 EAST 40TH STREET
NEW YORK, NY 10016
212-685-8193

SEYMOUR GROSSMAN
BARRY J LEON

May 21, 1986

Aaron Ziegelman Organization
200 West 57th Street
New York, N.Y. 10019

Re: 41-25 Kissena Boulevard
Flushing, N.Y. 11355

Gentlemen:

The fuel and utilities consumption was as follows:

	For the Year Ended Dec. 31		
Fuel	1984	201,659 Gal.	$179,371
	1985	213,060 Gal.	169,181
Electricity	1984	556,644 Kwh.	66,162
	1985	539,622 Kwh.	60,377
Gas	1984	21,735 ccf.	16,291
	1985	21,205 ccf.	16,156

These above amounts were compiled from the actual fuel, gas & electric bills.

If you have any questions, please do not hesitate to contact us.

Yours truly,

Arthur M. Leon

Arthur M. Leon

LONG ISLAND OFFICE ONE GREAT NECK ROAD, GREAT NECK, NY 11021

RIGHTS OF EXISTING TENANTS OF RESIDENTIAL UNITS

In accordance with General Business Law §352-eeee,

(a) All bona fide tenants in occupancy on the filing date shall have the exclusive right to purchase their Residential Unit for ninety (90) days after the Plan is presented, during which time a tenant's dwelling unit shall not be shown to a third party unless he has, in writing, waived his right to purchase.

(b) Any bona fide tenant with the right to a renewal lease on the filing date has the right to purchase as a tenant during the exclusive period. Any bona fide tenant who has the right to continued occupancy on the filing date has the right to purchase as a tenant during the exclusive period. For the purpose of determining who has the right to purchase during the exclusive period, a bona fide tenant of record with an unexpired lease on the filing date shall be presumed to be a tenant in occupancy, even though that tenant has sublet his dwelling unit or the dwelling unit is not occupied as the tenant's primary residence. A bona fide sublessee in occupancy on the filing date has the right to purchase during the exclusive period if he (i) sublets from a non-bona fide tenant, or (ii) has obtained written permission to purchase the Unit from the bona fide tenant of record. Nothing herein shall be construed to deprive an owner of any legal remedy for an illegal occupancy. Notwithstanding the foregoing, consistent with recent court decisions, the estate of a deceased tenant shall not have the right to purchase the Residential Unit if the date of death of the decedent preceded the filing date of the Plan.

(c) The Plan may not be declared effective until written purchase agreements have been executed and delivered for at least fifteen (15%) percent of all dwelling units in the Building by bona fide tenants in occupancy or bona fide purchasers who represent that they intend that they or a specified member of their immediate family occupy the dwelling unit when it becomes vacant. As to tenants who were in occupancy on the date the Plan was accepted for filing, the Purchase Agreement shall be executed and delivered pursuant to an offering made without discriminatory repurchase agreement or other discriminatory inducements.

(d) No eviction proceedings will be commenced at any time against non-purchasing tenants for failure to purchase or any other reason applicable to expiration of tenancy; provided that such proceedings may be commenced for non-payment of rent, illegal use or occupancy of the premises, refusal of reasonable access to the owner or a similar breach by the non-purchasing tenant of his obligations to the owner of the dwelling unit; and provided further that an owner of the unit may not commence an action to recover possession of the unit from a non-purchasing tenant on the grounds that he seeks the unit for use and occupancy of himself or his family. The rentals of non-purchasing tenants who reside in dwelling units not subject to the rent laws as to rentals and continued occupancy and non-purchasing tenants who reside in dwelling units with respect to which the rent laws as to rentals and continued occupancy are eliminated or become inapplicable after the Plan has been accepted for filing shall not be subject to unconscionable increases beyond ordinary rentals for comparable apartments during the period of their occupancy, considering, in determining comparability, such factors as building services, level of maintenance and operating expenses. Complaints of unconscionable rent increases proscribed by law may be referred to the New York State Department of Law, Real Estate Financing Bureau, 120 Broadway, New York, N.Y. 10271.

(e) The rights granted under the Plan to purchasers under the Plan and to non-purchasing tenants may not be abrogated or reduced notwithstanding any expiration of, or amendment to, General Business Law §352-eeee.

(f) The Plan may not be amended at any time to provide that it shall be an Eviction Plan.

(g) All dwelling units occupied by non-purchasing tenants shall be managed by the same managing agent who manages all other dwelling units in the Building. Such managing agent shall provide to non-purchasing tenants all services and facilities required by law on a non-discriminatory basis. The Sponsor shall guarantee the obligation of the managing agent to provide all such services and facilities until such time as the Sponsor surrenders control of the Condominium Board (see "Obligations of Owners of Dwelling Units Occupied by Non-Purchasing Tenants").

(h) It shall be unlawful for any person to engage in any course of conduct, including, but not limited to, interruption or discontinuance of essential services, which substantially interferes with or disturbs the comfort, repose, peace or quiet of any tenant in his use or occupancy of his dwelling unit or the facilities related thereto. The Attorney General may apply to a court of competent jurisdiction for an order restraining such conduct and, if he deems it appropriate, an order restraining the Sponsor from selling the Unit or from proceeding with the plan of conversion; provided that nothing contained herein shall be deemed to preclude the tenant from applying on his own behalf for similar relief.

(i) The Sponsor does not permit the assignment or transfer of Purchase Agreements.

(j) If, prior to the expiration of any exclusive period which commences prior to the first closing, the terms of this Plan are amended so as to be more favorable to tenant purchasers, a tenant who was in occupancy on the presentation date and who executed and submitted a Purchase Agreement before the amendment was presented shall benefit from the more favorable terms and conditions.

(k) Bona fide tenants in occupancy shall not have any rights to purchase any vacant Unit or other Unit not occupied by such bona fide tenant, but may submit purchase agreements therefor in the same manner, and subject to the same provisions, as a non-occupant of the Building, and in all events subject to the prior sale of such a Unit to the tenant thereof or a non-occupant.

(l) The Sponsor shall, on the thirtieth, sixtieth, eighty-eighth and ninetieth days after the date of presentation of the Plan and at least once every thirty days until the Plan is declared effective or abandoned, as the case may be, and on the tenth and second day before the expiration of any exclusive purchase period provided in a substantial amendment to the Plan, (1) file with the Department of Law a written statement, under oath, setting forth the percentage of bona fide tenants in occupancy of all dwelling units in the Building on the date the Plan was accepted for filing and the number of bona fide non-tenant purchasers who have represented that they or member(s) of their immediate family intend to occupy the Unit when it becomes vacant, who have executed and delivered written agreements to purchase under the Plan as of the date of such statement and (2) before noon on the day such statement is filed, post a copy of such statement in a prominent place accessible to all tenants in the Building. The notice shall include the following:

(i) The date and time of the statement.

(ii) The date the Plan was filed with the Department of Law.

(iii) The date of presentation of the Plan (and the current amendment).

(iv) The last day of the exclusive period.

(v) The number of tenants as of the date the Plan was filed with the Department of Law who have signed Purchase Agreements as of a specified time on the date of the statement.

(vi) The number of bona fide non-tenant purchasers who have represented that they or member(s) of their immediate family intend to occupy the Unit when it comes vacant.

(vii) The number of Units counted in the base.

(viii) The percentage obtained by dividing the number of purchasers to be counted towards effectiveness by the number of Units counted in the base.

(m) Tenants or their representatives may physically inspect the premises at any time subsequent to the submission of the Plan to the Department of Law, during normal business hours, upon written request made by them to the offeror, provided such representatives are registered architects or professional engineers licensed to practice in the State of New York.

(n) Non-purchasing tenants may be subject to rent increases as provided in the rent laws as a result of major capital improvements made by the Sponsor, the Condominium Board or Unit Owners.

(o) The by-laws provide that non-purchasing tenants will be notified of changes in ownership of dwelling units they occupy.

The rights granted hereunder summarize the provisions of GBL Section 352-eeee, and Proposed Part 23 of the Regulations promulgated by the Attorney General.

SUMMARY
OF
OMNIBUS HOUSING ACT OF 1983

The Omnibus Housing Act of 1983 (L. 1983 c.403) amended, *inter alia*, the Emergency Housing Rent Control Law, the Local Emergency Housing Rent Control Law, the Emergency Tenant Protection Act of 1974 and the Real Property Law.

The law made substantive changes in the law governing the relationship of landlord and tenant. Landlords need not offer a tenant a lease with a three year term. The law also empowers a landlord to refuse to renew a lease when he wants the apartment for his own personal use and occupancy as his primary residence, or for a member of his immediate family. However, a landlord may not do this to a tenant who is 62 years old or older, or handicapped.

The law repealed Real Property Law §226-b (relating to subletting and assignment) and a new section 226-b was enacted. The new section treats assignment and subletting separately. A tenant may nor assign his lease without the written consent of the owner. Consent to assignment may be unconditionally withheld without cause. If such consent is unreasonably withheld, the tenant's only remedy is to be released from the lease.

A tenant pursuant to an existing lease has the right to sublease subject to the written consent of the landlord in advance of the subletting. Such consent shall not be unreasonably withheld. Such tenants are entitled to sublet their apartments for a maximum of two years out of every four years. If the landlord unreasonably withholds consent, the tenant may sublet in accordance with the request and may recover the costs of the proceeding and attorneys fee if it is found that the owner acted in bad faith by withholding consent.

The law also provides that it shall be unlawful for a landlord to restrict occupancy of a residential premises, by express lease terms or otherwise, to a tenant or tenants or to tenants and their immediate families.

If the premises are occupied by one tenant, the premises may be occupied by the tenant, his immediate family, one additional occupant and his dependent children.

If the premises are occupied by two or more tenants, the premises may be occupied by the tenants and their immediate families, occupants and dependent children of occupants, provided that the total number of tenants and occupants, exclusive of occupant's dependent children, does not exceed the number of tenants in the lease and further provided that at least one tenant or tenant's spouse occupies the premises as his or her primary residence.

The tenant shall inform the landlord of the name of any occupant within thirty (30) days following the commencement of occupancy by such person or within thirty days following a request by the landlord.

No occupant or occupant's dependent children shall, without express written permission of landlord, acquire any right to continued occupancy in the event that the tenant vacates the premises nor shall such occupant or occupant's dependent children acquire any other rights of tenancy.

The primary residence of a tenant may be determined by a court of competent jurisdiction. No action or proceeding shall be commenced seeking to recover possession on the ground that the housing accommodation is not occupied by the tenant as his or her primary residence unless the owner or lessor shall have given thirty (30) days notice of his intention to commence such action or proceeding. However, this plan is a non-eviction plan, and under existing law, non-purchasing tenants may not be evicted except as provided in the GBL and explained in the Section "Rights of Existing Tenants."

OBLIGATIONS OF OWNERS OF UNITS OCCUPIED BY NON-PURCHASING TENANTS

Obtaining Possession of Occupied Residential Units

All of the Residential Units offered hereby are covered by the Rent Stabilization Law and Code and the Emergency Tenant Protection Act of 1974, as amended and The Omnibus Housing Act of 1983 (the "rent laws"); the tenants in occupancy of Residential Units are, therefore, "rent-stabilized" tenants and their rights are protected by the rent laws.

Consequently, a Purchaser of a Residential Unit occupied by a tenant will acquire title to said Residential Unit subject to (a) the lease for the Residential Unit in effect on the date on which Purchaser's executed Purchase Agreement is delivered to Sponsor and any renewal of the terms thereof effected thereafter pursuant to the tenant's right under the rent laws, (b) any existing occupancy of the Residential Unit, (c) the right of any existing tenant (who has not purchased his Residential Unit) to remain in possession of the Residential Unit in accordance with the rent laws, including his right to a renewal lease and (d) all other rights of any existing tenant under the rent laws. After the Unit is vacated by the non-purchasing tenant, the Unit will cease to be subject to the Rent Stabilization Law and Code and the Emergency Tenant Protection Act of 1974, as amended.

If a tenant or other person occupying a Residential Unit does not voluntarily vacate such Residential Unit by the date on which his lease (as the same may be renewed) expires or the date when his right to continued occupancy under the rent laws terminates, whichever is later, a purchaser, in order to gain occupancy of the Residential Unit, may be required, at his own expense, to institute a summary dispossess proceeding or other action in court. No representation or warranty is made as to the length of time which may elapse before actual possession of any Residential Unit may be obtained.

No representation or warranty is made as to the length of time that may elapse before a final court order of eviction is granted and made effective, that such a court order will be granted, or that possession of a rent-stabilized Residential Unit occupied by another will be obtained.

Obtaining Possession of a Professional or Commercial Unit

If the Sponsor amends the Plan to offer Commercial and/or Professional Units for sale, and if a Professional or Commercial Unit is purchased other than by the present tenant of such Unit, the Purchaser will own such Unit subject to the existing lease, if any.

If the lease held by the existing tenant of a Professional or Commercial Unit is terminated as a result of an uncured default by such tenant in paying the requisite rent or in performing some other lease obligation, then, unless the tenant voluntarily surrenders possession of the Unit, the owner of the Unit may be required (at his expense) to institute a summary dispossess proceeding in court in order to gain possession.

No representation or warranty is made as to the length of time that may elapse before a final court order of eviction is granted and made effective, or that such a court order will be granted.

Rights and Duties of Non-Occupant Purchasers

Upon acquiring title to a Residential Unit (or a Professional or Commercial Unit in the event such Units are offered for sale by Sponsor) occupied by another, the Purchaser will become the landlord of the tenant or occupant thereof and the latter will become such purchaser's tenant. The relationship between the two parties will be governed primarily by the terms, covenants and conditions contained in the lease or other occupancy agreement then in effect with respect to the Unit. Consequently, such Purchaser will succeed to, among other things, Sponsor's right to receive the rents reserved in the lease or occupancy agreement and Sponsor's obligation to perform all of the duties of the landlord under such lease or occupancy agreement, which duties may include, but may not be limited to, painting, repairs of interior plumbing and wiring, replacement of fixtures and appliances, doors and hardware, equipment and appliances in such Unit and (with respect to a Residential Unit) to paint the same periodically. The Purchaser will be obligated to perform these duties as the landlord of such tenant or occupant even though the rents reserved under the lease may be insufficient to pay for the cost of such performance. In addition, such Purchaser will be required to pay all Common Charges and special assessments assessed against him by the Condominium Board as well as real estate taxes, regardless of whether such costs are more or less than the rent payable by the tenant or occupant and regardless of whether such rent is received.

The Purchaser of an occupied Residential Unit agrees to irrevocably appoint the Managing Agent of the Condominium (or the Condominium Board if no managing agent is employed by the Condominium) as his agent to perform for the account and at the expense of the Purchaser all services required under applicable local law or under General Business Law § 352-eeee(3) to be furnished or performed by a landlord that are not provided by the Condominium Board under the By-Laws, including interior repairs and painting of the Unit. The fee payable to the Managing Agent for performing such service shall not exceed $150 per year per Unit.

The Purchaser of a Residential Unit agrees (other than the Sponsor or its designee) to deposit with the managing agent (or the Condominium Board of the Condominium if no managing agent is to be employed) at the closing, an amount equal to not less than two months common charges and real estate taxes to be used as working capital to furnish services required under the non-purchasing tenant's lease and the laws and regulations specified above. Upon notice by the Managing Agent (or the Condominium Board) that the deposit has been diminished, the fund shall be replenished by the Unit Owner within a specified period of time. The failure of the Unit Owner to replenish the fund in a timely fashion shall result in the Condominium Board, on behalf of the Unit Owners having a lien against the dwelling Unit. Interest, if any, earned on the fund shall be the property of the Unit Owner.

All costs and expenses incurred in connection with the ownership of a Unit occupied by a non-purchasing tenant (including, without limitation, legal fees and litigation expenses for enforcing the lease and obtaining possession of such Unit) will be borne entirely by the owner of such Unit.

A person interested in purchasing an occupied Residential Unit (or Professional or Commercial Unit if such Units are offered by Sponsor), in which he does not reside or occupy is advised to examine any lease, if any, for such Unit to ascertain the rent, the expiration date and the obligations imposed upon the landlord. These leases, if any, are on file at the office of the Managing Agent. It is further recommended that such person consult with his attorney in order to become fully apprised of the effect of such lease, if any, as well as of the rent laws (with respect to Residential Units), on his rights as a purchaser and his obligations to any existing tenant or occupant.

Upon the closing of title to a Residential Unit (or Professional or Commercial Unit, if applicable), subject to a lease or other occupancy agreement, Sponsor will deliver to the non-occupant Purchaser the unapplied balance of any security deposit held by Sponsor pursuant to the terms of such lease or occupancy agreement. With respect to an occupied Residential Unit, any such balance must be held by such purchaser in trust in an interest bearing account in accordance with the terms of Section 7-103 of the New York General Obligations Law. Upon delivery of the unapplied security deposit, the Purchaser will be required to execute, acknowledge and deliver an agreement to Sponsor, both acknowledging the amount so received and indemnifying Sponsor against all claims and liabilities in connection therewith.

A Purchaser of a Residential Unit is required, upon closing title, to register the Unit with the New York State Division of Housing and Community Renewal.

RELOCATION ALLOWANCE FOR TENANTS OF RESIDENTIAL UNITS

Sponsor will pay to each residential tenant in occupancy on the date of presentation of the Plan who elects not to purchase his or her Unit a Relocation Allowance in an amount equal to ten (10%) percent of the cash purchase price offered to non-tenant purchasers as listed on Schedule A to the Plan, if such tenant complies with all of the following conditions:

1) The tenant must give to the Selling Agent written notice by certified or registered mail, return receipt requested, in the form appearing on page 35, no later than 90 days after the presentation of the Plan of tenant's intent to surrender possession pursuant to the provisions hereof;

2) The tenant must vacate and surrender possession of his Unit to Sponsor no later than ninety (90) days after providing the notice to the Selling Agent, free and clear of all tenants, occupants and rights of others in possession. TIME IS OF THE ESSENCE WITH RESPECT TO THE TENANT'S OBLIGATIONS TO VACATE AND SURRENDER POSSESSION BY SUCH DATE. IF THE TENANT SHALL FAIL TO VACATE AND SURRENDER POSSESSION OF HIS UNIT AS HEREINBEFORE SET FORTH, THEN THE SPONSOR SHALL NOT BE OBLIGATED TO PAY THE RELOCATION ALLOWANCE AND THE TENANT SHALL BE ENTITLED TO REMAIN IN POSSESSION OF HIS UNIT SUBJECT TO THE PROVISIONS OF THE PLAN.

3) At the time the Unit is vacated and possession delivered, it must be in substantially the condition it is on the date of presentation of the Plan, reasonable wear and tear excepted, broom clean and with all personal belongings and floor coverings removed; tenant shall deliver to Sponsor all keys to the Unit, exterior doors and the mailbox; and tenant must have paid all rent and other sums (if any) due Sponsor and shall otherwise not be in breach of his lease or tenancy.

The Relocation Allowance shall be paid to the tenant when he vacates the Unit and delivers to Sponsor all keys to the Unit, exterior doors and the mailbox and an executed Surrender Agreement in the form appearing on page 36 at which time Sponsor shall also return tenant's unapplied rent security, if any.

The Relocation Allowance is a personal right which is not assignable or otherwise transferable. It will not be paid in the event the non-purchasing tenant dies before having given notice of intent to vacate as provided herein. It will be paid to the personal representative of a tenant who dies after having given timely notice as herein provided, if all of the other conditions herein set forth are met. In the absence of a personal representative, the Relocation Allowance will be paid to the spouse, child, or parent of a tenant in this order of priority, provided such family member resided in the Unit at the date of presentation of the Plan, that the tenant thereafter died while such family member continued to reside therein and further provided the family member complies with all of the conditions set forth above. TENANTS SHOULD CONSULT THEIR ATTORNEY OR ACCOUNTANT AS TO THE INCOME TAX CONSEQUENCES, IF ANY, OF ELECTING TO RECEIVE THE RELOCATION ALLOWANCE.

A tenant is not required to elect the Relocation Allowance. If he does not elect the Relocation Allowance he will be entitled to remain in possession of his Unit provided he is not in violation of his lease or tenancy.

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AGREEMENT TO VACATE

(To be Signed by Each Tenant of the Unit and returned to the Selling Agent within 30 days from presentation of the Plan)

Date: _____

Gala Realty
200 West 57th Street—Suite 608
New York, N.Y. 10019

Re: Unit No. ___, 41-25 Kissena Blvd., Flushing, N.Y.

Dear Selling Agent:

I am presently the tenant of the above Residential Unit.

I agree to vacate the Unit on or before _____. Time is of the essence with regard to my obligation to vacate and surrender possession by such date.

When I vacate the Unit and deliver to you all keys to the Unit, exterior doors and mailbox and an executed Surrender Agreement in the form attached hereto as Exhibit A, you will pay me a Relocation Allowance in the sum of $_____ and return to me my security deposit in the sum of $_____, together with any undistributed interest, provided that I do not owe additional amounts under my lease or tenancy.

I agree not to exercise or assign to another any existing or future right to purchase the Unit that may be offered pursuant to the Offering Plan to convert the Building to Condominium ownership.

I agree to permit the Selling Agent to show my Unit to prospective purchasers upon reasonable notice to me.

If the above meets with your approval, please sign a copy of this letter and return it to me.

_____

_____

_____

AGREED: *Telephone Number*

_____ Day: _____

Selling Agent

Evening: _____

SURRENDER AGREEMENT

An agreement to end a lease before the termination date in the original lease agreement.

Date _____, 19__

Landlord: _____

Tenant: _____

Date of Lease _____, 19__

Unit #_____.

Landlord gives and the Tenant accepts $_____ as payment for the surrender of the original lease.

Tenant gives possession of the leased premises and the keys to the Landlord. The Landlord accepts the keys and possession of the leased premises in the condition delivered.

Tenant has done nothing which would give anyone a claim against the leased premises.

Landlord releases Tenant and Tenant releases Landlord from the obligations of the lease.

If there is more than one landlord or tenant the words "Landlord" and "Tenant" used in this agreement shall include them.

Tenant _____

_____

Landlord _____

INTERIM LEASES

Sponsor reserves the right to rent or lease vacant Units (including any Units that become vacant after the date of filing of this Plan) to Purchasers and non-purchasers at any time, both before and after the First Closing. However, once a Purchase Agreement is signed for a vacant Unit, and for so long as such Purchase Agreement is in effect, such Unit may only be leased to the Purchaser thereof. The lease will be for such rent (but not to exceed the maximum rent legally collectible) and upon such other terms as may be mutually agreed upon. The term of such lease shall be for a period which will expire on the date of closing or two years after the date of execution of such lease if this Plan is not declared effective in accordance with its terms. Tenants of Residential Units under Interim Leases shall be entitled to all of the protections available to them under rent stabilization and rules of the New York State Division of Housing and Community Renewal except that the Interim Lease may not be renewed or assigned, and the Unit may not be sublet unless the Plan is abandoned. If this Plan is abandoned, the purchaser, as tenant, shall be subject to the relevant rent laws which affect the Unit (with respect to Residential Units only) and may, at any time, at his sole option, cancel such lease and vacate the premises upon 90 days' prior written notice to the Sponsor sent to the address set forth on the cover page of this Plan. Tenants of Professional or Commercial Units shall be required to vacate the Unit within 30 days of the abandonment of the Plan.

Such lease will also provide that an uncured default by the Purchaser under his Purchase Agreement will constitute a default under the lease entitling the landlord, at its sole option, to immediately terminate such lease. It shall be an event of default entitling the Sponsor to cancel the Purchase Agreement in the event that the Purchaser fails to cure a default under his lease within the applicable grace period (if any). The Purchaser shall be required to vacate the Unit within thirty (30) days after notice of cancellation of the Purchase Agreement is sent to him. If the Purchaser defaults under the interim lease, an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the Purchaser must be obtained or the Purchaser must have vacated the Unit before the Sponsor may declare the Down Payment under the Purchase Agreement forfeited.

No portion of the rent paid under such lease will be credited towards the Unit's purchase price.

Sponsor's right to rent or lease any Unit will not be subject to any right of first refusal in favor of the Condominium Board to lease such Unit from Sponsor on the same terms offered to the prospective tenant or occupant.

Sponsor does not presently offer the right to rescind the Purchase Agreement or the interim lease. However, should such right be offered in the future, and exercised by Purchaser, then the Purchaser's right to rescind will be conditioned upon his surrendering the interim lease and possession of the Unit and leaving the same vacant, in good condition and broom clean within thirty (30) days after he elects to rescind. He must also pay any rent due under his interim lease. Nothing contained herein shall relieve any Purchaser of liability for damage caused to the Unit.

PROCEDURE TO PURCHASE (RESIDENTIAL UNITS)

A person desiring to purchase a Unit will be required to execute in duplicate a Purchase Agreement in the form contained in Part II of this Plan and return it to the Sponsor or Selling Agent at the address set forth on the cover of the Plan together with a check for ten (10%) percent of the purchase price (the "Down Payment") drawn to the order of: GWFARG&B PARK REGENT SPECIAL ACCOUNT.

The Sponsor will promptly deposit and will hold, or cause to be held, all monies received by it directly or through its agents, employees or attorneys in a segregated special escrow account pending delivery of the deed (except as set forth below) at Chemical Bank, at 633 Third Avenue, New York, N.Y., entitled "GWFARG&B PARK REGENT SPECIAL ACCOUNT." The funds may be released by

signature of the attorney for the Sponsor at the closing (other than an attorney who is or has a participating interest in the Sponsor), or prior to the closing if the Purchaser rescinds or defaults or if the Plan is abandoned. The Sponsor is responsible for complying with the escrow and trust fund provisions of General Business Law Section 352-e(2)(b) and Section 352-h. The deposits will *not* be placed in an interest bearing account and will *not* earn interest.

After this Plan is declared effective, and the amendment confirming the effectiveness of the Plan has been accepted by the Department of Law, Sponsor will give each Purchaser not less than thirty (30) days prior to written notice of the date, time and place (in the Borough of Manhattan) for the transfer of title to his Unit and for the payment of the balance of the purchase price stated in the Purchasing Agreement by Purchaser's unendorsed, certified personal check or by official cashier's check. At the closing, Purchaser shall sign a power of attorney in favor of the Sponsor and the Condominium Board in the form set forth in Part II of the Plan.

The following shall constitute "Events of Default" under the Plan and Purchase Agreement:

(i) Purchaser's failure to pay the balance of the purchase price on the Closing Date designated by Sponsor pursuant to written notice.

(ii) Purchaser's failure to execute and deliver within five (5) days of written demand any tax return, affidavit or other document required to be executed by transferees in connection with the New York State Real Property Gains Tax; Purchaser's failure to duly sign, notarize and deliver at closing the power of attorney in favor of the Sponsor and the Condominium Board or the New York City transfer tax return pursuant to the Purchase Agreement;

(iii) If Purchaser becomes a tenant of the Building after the Plan is accepted for filing, Purchaser's failure to cure a default under his lease within the applicable grace period (if any), or

(iv) The failure to pay, perform or observe any of Purchaser's other obligations under the Purchase Agreement.

Upon the occurrence of an Event of Default, Sponsor's sole right shall be to cancel the Purchase Agreement by sending Purchaser thirty (30) days prior written notice of its intention so to do. If Sponsor sends such notice, Purchaser shall have thirty (30) days from the giving of such notice within which Purchaser must cure the specified default. *Time is of the essence to remedy such default within said thirty (30) day period.* If the default is not timely cured, then Sponsor shall have the right to retain as and for liquidated damages, the Down Payment plus the cost of any special work in the Unit ordered by Purchaser, together with any interest earned thereon (hereinafter called the *"Liquidated Sum"*); any sums held by Sponsor in excess thereof (together with any interest earned thereon) shall be returned to Purchaser promptly thereafter. Upon cancellation of the Purchase Agreement and making such refund (if any) to Purchaser, Purchaser, Sponsor and Selling Agent will be released and discharged of all further liability and obligations under the Purchase Agreement and under the Plan. Thereafter, the Unit may be sold to another as though the Purchase Agreement had never been made, and without accounting to Purchaser for the proceeds of such sale.

Non-tenant Purchasers shall (i) have the Plan and amendments thereto available for review at least three (3) business days prior to executing a Purchase Agreement or (ii) have the right to rescind their Purchase Agreements and receive a full refund of their Down Payment by personally delivering a written notice of rescission to the Sponsor or Selling Agent within seven (7) days after delivering an executed Purchase Agreement together with the required deposit or mailing such written notice and having the mailing postmarked within the seven (7) day period. Tenant Purchasers shall have the Plan and amendments thereto available for review at least three (3) business days prior to executing a Purchase Agreement.

The Purchase Agreement for the purchase of the Units offered hereby is not contingent upon the obtaining of financing from a bank or other source. Purchasers who desire to obtain financing should make their own arrangements in this regard. If a Purchaser who is dependent upon financing in order to pay all or part of the balance of the purchase price is unable to obtain financing, he may lose his Down Payment.

Conflicts between the Purchase Agreement and the Plan shall be resolved in favor of the Plan.

Properly executed Purchase Agreements and down payments tendered by non-tenant Purchasers will be accepted or rejected within twenty (20) days of their submission to the Sponsor or Selling Agent. If the Purchase Agreement is accepted, a fully executed copy will be returned to the Purchaser. If a Purchase Agreement tendered by a non-tenant Purchaser is rejected, the Down Payment will be refunded in full. If no action is taken by the Sponsor or Selling Agent within the aforementioned twenty (20) day period, the Purchase Agreement shall be deemed rejected.

The Purchase Agreement may not contain or be modified to contain a provision waiving Purchaser's rights or abrogating Sponsor's obligations under Article 23-A of the General Business Law, or in any case be changed or any of its provisions be waived orally. When the Purchase Agreement set forth in Part II of the Plan is used by residential tenant Purchasers who purchase during the exclusive period, it may not be modified except by a duly filed amendment to the Plan.

Notwithstanding anything to the contrary contained in this Plan, any offering made to a residential tenant in occupancy is made to tenants in occupancy as such term is defined in the rent laws. Overtenants who have lawfully sublet their Units in compliance with the terms of their leases or tenancies shall also have the rights of tenants in occupancy under this Plan.

Any offering to a non-tenant Purchaser of a Unit which has a residential tenant-in-occupancy is made subject to the right of such tenant to purchase during any exclusive period or any other period prescribed by law or by amendment to the Plan. (see "Rights of Existing Tenants"). If during the exclusive period, a Purchase Agreement is submitted for the Unit by such tenant, the Purchase Agreement shall be deemed cancelled, and, within twenty (20) days after the occurrence of such event, the non-tenant Purchaser's Down Payment shall be refunded to him with interest earned thereon, if any, and all parties shall be released from any further obligation under the Purchase Agreement.

ASSIGNMENT OF PURCHASE AGREEMENTS

The Purchase Agreement to be signed by purchasers under this Plan is not assignable.

EFFECTIVE DATE

The offer to sell the Units in the Building is contingent upon the Plan being declared effective and in compliance with the conditions and time periods set forth in the Plan.

The Plan will not be amended so as to be an eviction plan.

The following provisions will determine whether, and when, the Plan will be declared effective:

(1) The Plan may be declared effective when Purchase Agreements are executed and delivered for 15% or more Residential Units by bona fide tenants in occupancy or bona fide purchasers who represent that they intend that they or one or more specified members of their immediate family intend to occupy the Unit when it becomes vacant. As to tenants who were in occupancy on the date the letter was issued by the attorney general accepting the plan for filing, the Purchase Agreement shall be executed and delivered pursuant to an offering made in good faith without fraud or discriminatory repurchase agreements or other discriminatory inducements.

The Plan will not be declared effective based on Purchase Agreements signed by Purchasers who have been granted a right of rescission that has not yet expired or been waived, or assigned or transferred otherwise than in compliance with this Plan and applicable law and regulations, or if the Purchaser was not given (i) seven (7) days after delivering an executed Purchase Agreement together with the required deposit to rescind the Purchase Agreement and have the full deposit refunded promptly, or (ii) three (3) business days to review this Plan as amended to the date of the Purchase Agreement (see "Procedure to Purchase"), or with any Purchaser who is the Sponsor, the Selling Agent or the Managing Agent, or is a principal of the Sponsor, the Selling Agent or the Managing Agent, or is related to the Sponsor, the Selling Agent or the Managing Agent, or to any principal of the Sponsor, the Selling Agent or the Managing Agent, by blood, marriage or adoption or as a business associate, employee, shareholder or limited partner, except that such a Purchaser other than the Sponsor or a principal of the Sponsor may be included to the extent permissible under applicable law and regulations. When calculating the minimum percentage of sales to tenants or other purchasers that are needed before the Plan may be declared effective, no more than one (1) Purchase Agreement by the tenant(s) of a particular Unit shall be counted and only one (1) Purchase Agreement from any tenant who leases or occupies more than one (1) Unit shall be counted towards effectiveness.

When Purchase Agreements have been executed and delivered (as to tenants) or executed and accepted (as to non-tenant Purchasers) for the sale to Purchasers of 80% of the Residential Units offered hereby, the Plan must be declared effective. At any time before the declaration of effectiveness, the Sponsor may abandon the Plan.

If the Plan has not become effective within fifteen (15) months after the date a letter is issued by the Department of Law that the Plan is accepted for filing, the Plan will be deemed abandoned. In the event of such abandonment, no new plan for conversion of this Building shall be submitted to the Department of Law for at least twelve (12) months after such abandonment. If the Plan is abandoned all monies paid by Purchasers will be refunded to them in full, with interest earned thereon, if any, within twenty (20) days thereafter but Sponsor shall not be obligated to deposit any monies in any interest bearing account.

The Plan will be declared effective by written notice to all Purchasers and tenants in the Building or by amendment filed with the Department of Law. If the Plan is declared effective by notice then, within five (5) days thereafter, an amendment to the Plan will be submitted for filing confirming that it has been declared effective. No closing will take place prior to the amendment being accepted for filing by the Department of Law.

After this Plan has been declared effective, but before the First Closing, Sponsor may, in its sole discretion, withdraw or abandon this Plan in the event of: (a) the existence of one or more defects in title (including, without limitation, violations of record), affecting one or more Units and/or the Common Elements, that cannot be removed, cured, or complied with for less than ½ of one percent of the total amount of the offering; (b) any substantial damage to, or destruction of, any material portion of the building by fire or other casualty which cannot be cured for less than ½ of one percent of the total amount of the offering; or (c) the taking of all or a material part of the Property in condemnation proceedings or by eminent domain. Furthermore, Sponsor will not be obligated to remove, cure, or comply with violations of record that are to be removed, cured, or complied with by, or that result from the acts or omissions of, any tenants of the Building. Any stated dollar amount relied upon as the basis for abandonment after the Plan has been declared effective shall be exclusive of the cost of curing violations or determinations of any authority or regulatory association which exist on the date of presentation of the Plan and either are known to the Sponsor or are a matter of public record.

This section is a summary of requirements, rights and obligations granted, created or conveyed by the GBL and Part 23 of the Regulations promulgated by the Department of Law.

If this Plan is withdrawn or abandoned, all purchasers and all tenants or other occupants of Units will be so notified in writing. Within twenty (20) days thereafter, all Down Payments paid to Sponsor pursuant to Purchase Agreements then in effect (together with interest earned thereon if any) will be returned to Purchasers in good standing. However, Sponsor will retain as liquidated damages the Down Payment plus the cost of any special work ordered by Purchaser, (together with any interest earned thereon) of any Purchaser who is then in default under his Purchase Agreement beyond any applicable grace period or whose Purchase Agreement had been cancelled previously due to such Purchaser's default. Upon the return or retention of the Down Payments and any such interest, the Purchase Agreements will be null and void and Sponsor will have no further obligation or liability to Purchasers under this Plan or under such Purchase Agreements.

CLOSING AND TERMS OF SALE

At the Closing, Purchasers will receive a bargain and sale deed with covenants against grantor's acts in the form set forth in Part II of the Plan conveying title to the Unit subject only to the title conditions set forth in Exhibit A to the Purchase Agreement. See Exhibit A to the Purchase Agreement in Part II of the Plan for a description of leases, mortgages, liens, encumbrances and title exceptions that will affect the Property after Closing.

If the Purchaser becomes the tenant or 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, 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. 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. Within thirty (30) days thereafter, the Purchaser will be refunded all purchase monies paid to Sponsor with interest earned thereon, if any, unless Purchaser is then in default thereunder (beyond the applicable grace period, if any), in which event the said purchase monies (but in no event to exceed the Liquidated Sum) will be retained by Sponsor as and for liquidated damages. 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 of, the purchase price and Sponsor shall be entitled to a reasonable period of time to complete such repairs or replacement.

All personal property located within the Unit on the date the Purchase Agreement is executed that is owned by the Sponsor or, if the Sponsor does not own the Property, by the Owner, is included in the sale.

The Declaration, By-Laws and Floor Plans of the Condominium and such other documents required by law will be recorded or filed in the office of the Register of the City of New York, County of Queens, prior to the First Closing in accordance within the New York Condominium Act or other applicable state and/or local law.

Prior to the closing of title to any Unit, the Sponsor shall cause to be filed the required tax forms to comply with the New York State Real Property Gains Tax and will, at the closing, deliver to Purchaser's Title Company, an executed tax return and certified check in payment of the tax due, if any, or if no tax is due, documentation sufficient to enable the deed to be recorded.

If there is a mortgage encumbering the Property, then prior to the First Closing, (i) the mortgage will be satisfied or (ii) the lien of the mortgage will be subordinated to the Declaration of Condominium with respect to each Unit and its appurtenant Common Interest, and (x) the lien of such mortgage shall be released prior to or simultaneously with the closing of title to such Unit or (y) in the event that the Purchaser obtains mortgage financing and such mortgagee shall so elect, any mortgages that are then a lien against such Unit and its appurtenant Common Interest shall be assigned so such mortgagee and the Purchaser shall assume such mortgage (provided that, to the extent that the aggregate outstanding balance of such existing mortgages exceeds the amount of financing desired, or that the terms of such mortgages differ from the terms of such financing, the amount of such mortgages shall be reduced and/or the terms of such mortgages shall be modified accordingly, as the case may be).

UNIT CLOSING COSTS AND ADJUSTMENTS

At the time of title closing, each Purchaser of a Residential 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 below. Such closing costs will include the following, the amounts of which are based on rates in effect on the date of this Plan and are subject to change without prior notice or amendment:

(i) If such Purchaser elects to obtain fee title insurance, he will pay a premium therefor which will vary depending upon the amount of insurance requested. The premium for fee title insurance, if ordered from The Title Guarantee Company, will be $290.50 for the first $50,000 of fee insurance plus $4.74 for each $1,000 of additional fee insurance up to $100,000 and $3.80 for each $1,000 of additional fee insurance up to $500,000. Each Purchaser is free to obtain title insurance from a title insurance company other than The Title Guarantee Company. However, Sponsor makes no representation or warranty as to the cost, terms, or availability of such other title insurance;

(ii) Each Purchaser will, in all events, pay a fee for recording the deed and Unit Owner's Power of Attorney of $10 for each instrument plus $1 per page, together with a service charge to the title company for such recording of approximately $1.00 per instrument;

(iii) If the Purchaser obtains a mortgage loan, such Purchaser will pay a mortgage recording tax in the amount provided by law (at the date of this Plan, the tax is 1.5% of the face amount of the mortgage if the mortgage is less than $500,000 and 1.65% if the mortgage is $500,000 or more of which .25% will be paid by the lender in the case of an institutional lender) and a fee and service charge for recording the mortgage at the same rates given above for recording the deed and Unit Owner's Power of Attorney, and will also pay to Sponsor a sum equal to the partial mortgage tax credit to which Purchaser is entitled under Section 339-ee(2) of the New York Condominium Act. The Lender may also require the Purchaser to obtain insurance in favor of the Lender.

(iv) Each Purchaser shall pay a closing fee of $350 to Sponsor's Counsel.

(v) If Purchaser does not close on the date designated for the transfer of title to his Unit, or if Purchaser assigns the Purchase Agreement (which assignment cannot be made without the Sponsor's consent) the Purchaser shall pay to Sponsor's counsel an additional closing fee of $300.00. If Sponsor offers financing and same is accepted by Purchaser, or if the closing takes place out of the office of the Sponsor's attorney, then in each of these events additional closing costs of $350.00 for each such event will be incurred by the Purchaser.

(vi) New York City Real Property Transfer Tax (currently 1% of the purchase price for Residential Units) and New York State deed documentary stamps (currently $2.00 per $500, or

fractional portion thereof of the purchase price) imposed by statute on transferors of property. The Purchase Agreement provides that the Purchaser of a Unit will be required to pay these taxes at closing.

The following is an example of approximate closing costs other than closing adjustments which would be incurred by a Purchaser of a Residential Unit, the purchase price of which is $70,000 assuming that the Purchaser does not finance the purchase, obtains title insurance for his Unit and does not incur any late charges.

Title Insurance	$ 386
Recording Charges	28
Sponsor's Counsel Fee	350
Real Property Transfer Tax	700
Deed Stamps	280
Total	$1,744

The above costs are exclusive of costs which may be incurred by the Purchaser for legal representation in connection with the purchase of the Unit.

At the closing of title to each Unit, Sponsor and the 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 escrows for real estate taxes, if any; (ii) Common Charges for the month in which title closes; and (iii) rent and other charges, if any, pursuant to a lease for, or tenancy of, such Unit. In the event that the Unit has not been separately assessed for the then current fiscal tax year at the time of closing title, 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 asssessed against the Property. Installments for tax assessments due after delivery of the deed (if any) shall be paid by the Purchaser and shall not be considered a defect in title. In addition, each Purchaser of a Unit will be required to reimburse the Sponsor for the sum contributed by the Sponsor to the Working Capital Fund with respect to the Unit being purchased as described in "Reserve Fund and Working Capital Fund."

RIGHTS AND OBLIGATIONS OF THE SPONSOR

The Sponsor shall not be liable for nor obligated to defend any suits or proceedings arising out of Sponsor's acts or omissions nor shall the Sponsor be obligated to indemnify the Condominium Board or the Unit Owner unless otherwise required by law.

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

Sponsor agrees to pay all common charges, special assessments and real estate taxes with respect to Unsold Units. Sponsor has the financial resources to meet its obligations with respect to Unsold Units. No bond or other security has been furnished to secure Sponsor's obligations.

The Sponsor will maintain the property until the Sponsor no longer controls the Condominium Board in substantially the same condition and manner as on the date of presentation.

The Sponsor has no obligation to repair damage from casualty or other cause which occurs prior to the closing of a Purchaser's Unit. See "Closing and Terms of Sale" for the rights of Purchasers of Units damaged by casualty prior to closing.

Sponsor shall procure the fire and casualty insurance pursuant to an agreed amount replacement value policy or in an amount sufficient to avoid co-insurance as set forth in the footnotes to Schedule B of the Plan.

Sponsor will bear all costs and expenses to be incurred in connection with the creation of the Condominium and the preparation, filing and distribution of this Plan. In addition, Sponsor will pay all selling expenses and brokerage commissions of the Selling Agent or other broker engaged by Sponsor. In the event that there are violations of record or title encumbrances (other than mortgages and permitted encumbrances) affecting the Property at the time of the First Closing, Sponsor shall cause such violations or encumbrances to be cured, remedied and removed, at its sole cost and expense, except that Sponsor shall have no obligation to cure, remedy, or remove any such violations or encumbrances if the same cannot be accomplished at an aggregate cost and expense of no more than ½ of one percent of the total amount of the offering. The existence of any such violations or encumbrances will not constitute an objection to title or excuse any Purchaser from completing payment of the balance due under his Purchase Agreement (without provision for escrow), provided that Sponsor either furnishes adequate proof that such violation or encumbrance has been cured or remedied or deposits in escrow a reasonable sum to secure Sponsor's obligation to cure and remedy such violation or encumbrance subsequent to the First Closing. At Sponsor's request, the escrow agent shall apply the sums so deposited towards payment of the cost of curing or remedying the title defect, except the escrow agent shall retain a sufficient portion of such security deposit to pay for the reasonable costs of curing or remedying the remaining title defects. This provision shall not be construed to limit the Sponsor's obligation to remedy the defect. If the aggregate cost and expense of curing, remedying and removing all such violations and encumbrances exceeds ½ of one percent of the total amount of the offering and Sponsor elects not to accomplish the same, Sponsor shall withdraw this Plan in accordance with the terms of the section entitled "Effective Date".

In the event of the dissolution or liquidation of the Sponsor or the transfer of fifty one (51%) percent or more of the ownership interests of the Sponsor, the principals of the Sponsor will provide financially responsible entities or individuals who will assume the obligations of the Sponsor under the Offering Plan, applicable laws or regulations and in the event of dissolution or liquidation, the principals of the Sponsor shall guarantee the performance of such obligations.

Immediately following the First Closing, Sponsor will assign all assignable service and maintenance contracts and agreements relating to the Property to the Condominium Board, and the Condominium Board will, on behalf of all Unit Owners, assume the same and indemnify Sponsor against all claims and liability thereunder that relate to matters and events occurring on or after the day upon which the First Closing occurs.

CONTROL BY SPONSOR

During the Initial Control Period, Sponsor shall have the right to vote all of the Common Interests attributable to Units owned by Sponsor, except that, when voting for members of the Condominium Board, Sponsor shall in no event cast its votes in favor of more than six of the eleven members to be elected. Further, at all elections held after the expiration of the Initial Control Period, not more than five of the members of the Board may be elected by Sponsor or the then owner of the Unsold Units.* Accordingly, from and after the first meeting of Unit Owners, at least five of the members of the Condominium Board shall be elected by Purchasers under this Plan.

After the Initial Control Period, Sponsor or its designee, as a Unit Owner, shall have the right to elect the following minimum number of members of the Condominium Board: (a) five members, for so long as the Common Interests attributable to the Unsold Units equals, in the aggregate, thirty five (35%) percent or more of the Common Interests of all Units; (b) four members, for so long as the Common Interests attributable to the Unsold Units equals, in the aggregate, less than thirty five (35%)

* For the purposes of this Section, "Unsold Units" shall include Commercial, Professional and Garage/Parking Units retained by Sponsor, as well as Unsold Residential Units.

percent but more than fifteen (15%) percent of the Common Interests of all Units; and (c) three members, for so long as the Common Interests attributable to the Unsold Units equals, in the aggregate, fifteen (15%) percent or less but more than five (5%) percent of the Common Interests of all Units.

The number of members of the Condominium Board may not be increased without the consent of the owner of the Unsold Units for so long as there remain two (2) Unsold Units.

Until Sponsor no longer elects a majority of the members of the Condominium Board, Sponsor will, through its control of the Board, have control of the maintenance and operation of, and the services to be provided by, the Condominium. Sponsor may not exercise veto power over expenses described in Schedule B, or over expenses required (i) to comply with applicable laws or regulations; (ii) to remedy any notice of violation or (iii) to remedy any work order by an insurer. However, Sponsor may exercise veto power over expenses other than those described in Schedule B for a period of three (3) years from the date of the First Closing so long as the Common Interests of the Unsold Units constitute more than 25% in the aggregate.

All members of the Condominium Board shall be either: (a) Unit Owners or spouses of Unit Owners or mortgagees of Units or a spouse of an individual mortgagee; (b) partners or employees (or their spouses) of a partnership owning a Unit or a mortgage covering a Unit; (c) officers, directors, stockholders or employees (or their spouses) of corporate owners or corporate mortgagees of Units; or (d) fiduciaries or their beneficiaries (or their spouses) who are owners or mortgagees of Units (or directors, officers, stockholders or employees, or their spouses, of corporate fiduciaries, or partners or employees, or their spouses, of partnership fiduciaries); or (e) adult Family Members of any of the foregoing. However, members elected by Sponsor or its designee need not be Unit Owners. Other than members elected by Sponsor or its designee, no member shall continue to serve on the Condominium Board after he ceases to be a Unit Owner or an interested party in a Unit Owner, as specified in the first sentence of this paragraph.

Members of the Condominium Board are subject to removal, without cause, by vote of Unit Owners owning a majority of the Common Interests attending a meeting at which a quorum is present. However, members elected by Sponsor or its designee may only be removed for cause by Sponsor or said designee, who alone will have the right to designate a replacement. Any officer may be removed, without cause, by vote of a majority of the Condominium Board at a meeting called for such purpose.

All officers and members of the Condominium Board shall serve without compensation.

The first officers and members of the Condominium Board will be:

Sidney B. Weinberger, *President*
Mark Greenberg, *Vice President*
Jane Rosenberg, *Secretary-Treasurer*

The members are related to the Sponsor as follows: Sidney B. Weinberger and Jane Rosenberg are members of the Sponsor's law firm and Mark Greenberg is a principal of the Sponsor and the Managing Agent of the property.

The members of the Condominium Board 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 or willfull misconduct. The Condominium Board may contract or effect other transactions with any member thereof, with any Unit Owner, with Sponsor, or with any affiliate of any of them at competitive rates without incurring any liability for self-dealing.

CONDOMINIUM BOARD

The affairs of the Condominium shall be governed by the Condominium Board, which shall consist initially of three members designated by Sponsor. At the first meeting of the Unit Owners, which will be held not later than seven months after the First Closing, the three-member Condominium Board shall

resign in favor of a new eleven-member Condominium Board, to be elected by Unit Owners at such meeting. Thereafter, elections to the Condominium Board shall be held at the regular annual meeting of Unit Owners held in October of each succeeding year. Special meetings of Unit Owners may be called by resolution of the Condominium Board or on petition of Unit Owners having in the aggregate not less than 25% of the Common Interest of all Unit Owners.

The term of office of each of the eleven members of the Condominium Board shall normally be one year.

All Unit Owners shall severally indemnify each member of the Condominium Board 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 such indemnification will be limited to such proportionate share thereof as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners.

Each Unit Owner shall be entitled to cast one vote at all meetings of the Unit Owners for each .001% of Common Interest attributable to the Unit(s) owned by him except that, when voting for the election of members of the Condominium Board, each Unit Owner: (i) shall be entitled to one vote for each .001% of Common Interest attributable to his Units per member to be elected and (ii) shall not have the right to cumulate his votes in favor of any one or more members to be elected. The presence, in person or by proxy, of Unit Owners having a majority of the votes of all Unit Owners shall constitute a quorum at all meetings of the Unit Owners, and, unless otherwise provided, the decision of the Unit Owners casting a majority of the votes of the Unit Owners at a meeting at which a quorum shall be present shall be binding upon all of the Unit Owners. However, elections of members of the Condominium Board shall be determined by plurality vote. Notwithstanding the above, the Owners of the Professional Units shall have the right to designate one member of the Board, and the Owners of the Commercial Units together with the Owner of the Garage/Parking Unit shall have the right to designate three members of the Condominium Board.

Generally, subject to certain exceptions and provided that any required consent of the Mortgage Representatives is obtained, any provision of the Declaration, the By-Laws, or the Rules and Regulations may be amended, modified, added to, or deleted by the affirmative vote of 66⅔ of all Unit Owners, both in number and in Common Interests. However, for so long as Sponsor or its designee is the owner of one or more Units, the Declaration, the By-Laws and the Rules and Regulations may not be amended or modified so as to adversely affect the rights reserved to the Sponsor or said designee in the Condominium Documents without the prior written consent of Sponsor or said designee. In addition, the provisions of the By-Laws relating to the use of Units or each Unit's Common Interest may not be amended without the prior consent of every Unit Owner directly affected by such amendment.

In the event that Sponsor offers Professional Units, Commercial Units and/or the Garage/Parking Unit for sale pursuant to this Plan, the Board of Managers may establish one or more committees of the Board to determine certain matters and govern certain affairs of such category of Unit Owner. The Committee(s), if and when established, shall each consist of five members elected by all of the Owners of the Residential Units, Professional Units, and Commercial and Garage/Parking Units, as the case may be. The members shall be elected in the same manner and at the same time as members of the Condominium Board are elected.

RIGHTS AND OBLIGATIONS OF THE UNIT OWNERS AND THE CONDOMINIUM BOARD

Sales and Leases of Units

Each owner of a Residential Unit (other than Sponsor or its designee with respect to Unsold Residential Units and the Commercial Units, Professional Units and the Garage/Parking Unit) may sell

or lease his Unit, provided, however, that such owner first gives the Condominium Board written notice of his intention to do so, which notice shall be accompanied by a fully executed copy of the contract of sale or lease, as the case may be, containing all of the terms offered in good faith by the prospective Purchaser or lessee. The Condominium Board, on behalf of all Unit Owners, shall have the exclusive right to purchase the Unit within thirty (30) business days after receipt of such notice of sale, or to lease the Unit within twenty (20) business days after receipt of such notice of lease, on the same terms set forth in said contract or lease, all as more specifically set forth in Article 7 of the By-Laws. If the Condominium Board does not notify the Unit Owner of its election to purchase or lease the Unit, such Unit Owner will have one hundred twenty (120) days thereafter to consummate the sale or lease in accordance with the terms stated in the contract of sale or lease appended to such notice, failing which, the Unit Owner will again be required to offer the same first to the Condominium Board as provided above.

The Condominium Board may not exercise its option to purchase or lease any Unit unless those Unit Owners owning a majority of the aggregate Common Interests of all Units affirmatively vote in favor thereof, in person or by proxy, at a meeting of Unit Owners at which a quorum is present. If approval is given, the Condominium Board may assess each Unit Owner (other than the selling Unit Owner), in proportion to his Common Interest, an amount necessary to effectuate the purchase or lease.

A Unit which is acquired by purchase or lease by the Condominium Board may be used only in accordance with the Condominium Documents. The Condominium Documents provide that a Residential Unit may be used for residential purposes or, if permitted by applicable law, as a professional or business office or other purpose. Use of a Residential Unit for other than residential use requires the consent of the Sponsor as long as there are any Unsold Units remaining, or as long as Sponsor or its designee owns any Professional Units.

The rent from the leasing or subleasing of a Unit or proceeds from the sale of a Unit 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 Condominium Board and applied against the Common Expenses for the year in which collected. The excess of such amounts over Common Expenses shall be applied by the Condominium 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 Condominium Board shall determine to distribute all or part of such excess to all Unit Owners pro rata in proportion to their respective Common Interests.

The Condominium Board may not discriminate against any person for a reason proscribed by civil rights laws.

Notwithstanding the foregoing, any Unit Owner may sell or lease his Unit to his spouse, adult child, parent, grandparent, parent-in-law, or adult sibling, or may convey his Unit by gift, devise it by will, or have it pass by intestacy, without complying with the restrictions described above, provided, however, that each succeeding Unit Owner shall be bound by, and his Unit shall be subject to, such restrictions. In addition, any Residential Unit Owner that is not a natural person may sell, lease, or convey its Unit to a related or controlled entity as more particularly set forth in Article 7 of the By-Laws.

The foregoing restrictions upon the sale and lease of Units shall not apply to Sponsor or its designee with respect to any Unsold Units or to the present or future Owners of Professional Units, Commercial Units, or Garage/Parking Unit, or to Units acquired by a mortgagee in foreclosure or by deed in lieu of foreclosure; they shall be free to sell or lease without first offering to sell or lease to the Condominium Board.

Each conveyance of a Unit by a Unit Owner 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 Condominium Board from Unit Owners (or the proceeds received at a foreclosure or other judicial sale

of a Unit) and (iii) undivided interest in any other assets of the Condominium. In addition, title to a Unit may not be conveyed unless all unpaid Common Charges and liens against such Unit (other than 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 Condominium Board and Sponsor, in the form set forth in Part II of this Plan, in accordance with Article 14 of the Declaration.

The lease for any Unit (other than Unsold Residential Units) shall be in the form of apartment lease then approved by the Real Estate Board of New York, Inc., except for such changes thereto as are provided for in the By-Laws.

The leasing of Residential Units after the First Closing is not subject to government controls as to rents and continued occupancy.

Mortgages of Units

Each Unit Owner may mortgage his Unit, provided that, with respect to Units other than Unsold Residential Units and Commercial Units, Professional Units, and the Garage/Parking Unit, the conditions with respect thereto 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: (a) the mortgage 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; (b) the Condominium Board is notified in writing of the making of such mortgage and is given a copy thereof and (c) the Unit Owner making such mortgage is not in arrears for Common Charges and first satisfies all other unpaid liens against his Unit, other than mortgages placed on his Unit in compliance with Article 8 of the By-Laws ("Permitted Mortgages"). Sponsor or its designee, as the owner of Unsold Residential Units, and Sponsor or other Owner(s) of Professional Unit(s), Commercial Unit(s) or Garage/Parking Unit shall have the right to mortgage the Unsold Residential Units and the Professional, Commercial, and Garage/Parking Unit, respectively, without any restriction or limitation, except that the Condominium Board is required to be notified in writing of the making of such mortgage and is to be given a copy thereof.

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

The Condominium Board will prepare and distribute to all Unit Owners, at least annually, a budget setting forth its projection of the Common Expenses for the coming fiscal year of the Condominium. 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 borne by Unit Owners in accordance with their respective percentage of common interest (or the Residential Limited Common Elements, the Professional Limited Common Elements, the Commercial Limited Common Elements, or Garage/Parking Common Elements, the costs of which are borne by the relevant category of Unit Owners alone in accordance with their respective aggregate common interest); (b) water charges and sewer rents, heat, gas and electricity in connection with the Building (unless the same are separately assessed to individual Units); (c) real estate taxes and assessments levied with respect to the Property (until the same are separately assessed to individual Units); (d) insurance premiums; and (e) amounts for such other items as the Condominium 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). In preparing the Budget, the Board shall allocate the Common Expenses among the four types of Units (i.e. Residential, Professional, Commercial and Garage/Parking) in the manner prescribed in the By-Laws, and as to the First Year of Operation, in the manner as set forth in Schedule B to the Plan. Based upon such budget and allocation, 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. The Common Interest of each Unit, as set forth above in Schedule A, has been determined based on the approximate proportion that the floor area of the Unit bears to the aggregate floor area of all Units, reflecting substantially exclusive advantages enjoyed by one or more Units in parts of the Common Elements.

Pursuant to the terms of Article 6 of the By-Laws, the Condominium 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 of Common Charges payable by Unit Owners prior to the date of such new determination. After the expiration of the Initial Control Period, the Board may not change the method used for allocation of expenses among the four categories of Unit Owners without the consent of a majority of such category of Unit Owner (or the Sponsor or its designee as Owner of such Units) unless required to comply with law or regulations or requirements of mortgagees or insurance carriers. (See By-Laws for details.)

Unless otherwise determined by the Condominium 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 Common Charges by waiving the use of any of the Common Elements or by mere abandonment of his Unit. No Unit Owner, however, will be liable for the payment of any part of the Common Charges assessed against his Unit subsequent to a permissable sale, transfer, or other conveyance by him of such Unit.

Any Unit Owner may, by conveying his Unit to the Condominium Board without consideration and by complying with certain conditions set forth in the By-Laws in connection therewith, exempt himself from Common Charges thereafter accruing. Such conditions include the payment of all Common Charges and assessments then due and payable with respect to his Unit and such Unit being free and clear of all liens and encumbrances other than Permitted Mortgages and any statutory lien for unpaid Common Charges. However, in no event shall Sponsor or its designee be permitted to convey any Unsold Residential Unit to the Condominium Board and thereby exempt itself from Common Charges attributable to such Unit thereafter accruing, unless: (i) the aggregate Common Interests appertaining to the Unsold Residential Units constitutes fifteen (15%) percent or less of the total Common Interests appertaining to all Residential Units and (ii) at least five (5) years have elapsed since the First Closing.

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. In the event that the Condominium 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 Condominium 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.

Under the provision of Section 339-z of the Condominium Act and Article 6 of the By-Laws, the Condominium Board will have a lien, on behalf of all Unit Owners, on each Unit for unpaid Common Charges assessed against such Unit together with interest thereon and for the replenishment of the fund to be maintained by Unit Owners of Units occupied by non-purchasing residential tenants pursuant to Section 5.1(D) of the By-Laws. 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. Any lien for unpaid Common Charges against a Unit will be effective from an after filing of a verified notice thereof in the

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

Repairs

Generally, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary:

a) in or to any Unit (other than the Common Elements contained therein) shall be performed by the owner of such Unit at such Unit Owner's sole cost and expense;

b) in or to the Common Elements (other than the Limited Common Elements) shall be performed by the Condominium Board as a Common Expense; and

c) in or to the Residential, Commercial, Professional or Garage/Parking Limited Common Elements (as described in the Declaration) shall be performed either by the Condominium Board as a Common Expense, if involving structural or extraordinary maintenance, repair, or replacement, or by the Residential, Commercial, Professional or Garage/Parking Unit Owners as the case may be, at their sole cost and expense, if involving painting, decorating and non-structural ordinary maintenance, repairs and replacements.

Notwithstanding the foregoing, however, all maintenance, repairs and replacements to the Common Elements whether structural or non-structural, ordinary or extraordinary, that are necessitated by the negligence, misuse, or abuse of a Unit Owner, will be made by such Unit Owner at his sole cost and 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.

The By-Laws require that each Unit, all Limited Common Elements appurtenant thereto and all portions of the Common Elements be kept in first-class condition (and, with respect to any terrace, roof, or other part of the Property exposed to the elements, free of snow, ice and accumulation of water) by the Unit Owner or the Condominium Board, whichever is responsible for the maintanance thereof. The By-Laws further require that those public or other areas of the Building that are exposed to public view (whether the same are required to be maintained by a Unit Owner or by the Condominium Board) be kept in good appearance in conformity with the dignity and character of the Building by such Unit Owner or the Condominium Board, as the case may be.

As more fully set forth in the By-Laws, the Condominium Board, and the Managing Agent, superintendent and other persons authorized by the Condominium 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 any conditions originating in any Units 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.

Additions Alterations and Improvements

No Residential Unit Owner (except Sponsor or its designees, as described in the following paragraph) may make any structural alteration, addition or improvement in or to his Unit or its

appurtenant Limited Common Elements (if any) without the prior written approval of the Condominium Board. Such approval may be conditioned, in the discretion of the Condominium Board, upon the execution of an agreement by such Unit Owner, in form and substance satisfactory to the Condominium Board, setting forth the terms and conditions upon which such alteration, addition and improvement may be made (including, but not limited to an indemnity agreement). 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. Non-structural alterations, additions or improvements to a Unit or its appurtenant Limited Common Elements do not require the consent of the Condominium Board.

Sponsor or its designee shall have the right, without the approval of the Condominium Board, the Selling Agent, the Managing Agent, other Unit Owners, or representatives of holders of mortgages on Units to (a) make alterations, additions or improvements in or to any Unsold Residential Unit, whether structural or non-structural, interior or exterior, ordinary or extraordinary and (b) subdivide, combine and change the boundary walls of Unsold Units (see the section above entitled "Changes in Prices and Units" for further discussion).

Sponsor or any future owner(s) of the Commercial Units, the Professional Unit(s), or the Garage/Parking Unit shall have the right, without the approval of the Condominium Board, the Selling Agent, the Managing Agent, other Unit Owners, or representatives or holders of mortgages on Units to (a) make alterations, additions or improvements in or to the Commercial Unit(s), Professional Unit(s) or Garage/Parking Unit, whether structural or non-structural, interior or exterior, ordinary or extraordinary and (b) subdivide, combine and change the boundary walls of such Unit(s).

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

Generally, all alterations, additions, or improvements in or to the Common Elements will be made by the Condominium Board, and the cost and expense thereof will be charged to the Unit Owners as a Common Expense. In addition, as set forth in paragraph (B) of Section 5.8 of the By-Laws, the owner or owners of any two or more Units, which Units are the only Units serviced or benefited by any Common Elements adjacent to such Units, shall, under certain circumstances, have the exclusive right to use that portion of the Common Elements as if it were a part of such Units.

Whenever, in the judgment of the Condominium Board, the Common Elements (other than the Limited Common Elements) shall require additions, alterations, or improvements costing more than $25,000, in the aggregate, in any calendar year, such additions, alterations, or improvements shall not be made unless the same have been approved by the Unit Owners (including Sponsor, if it then owns any Unit) owning a majority of the Common Interests at a duly constituted Unit Owners meeting and by the representatives of institutional mortgagees of Units, if any, appointed pursuant to the By-Laws (the "Mortgage Representatives"). If approved, the Condominium Board may, in its discretion, assess each Unit Owner his pro-rata share of the cost of such additions, alterations, or improvements, according to his Common Interest, as part of the Common Charges. Any additions, alterations, or improvements costing $25,000 or less, in the aggregate, in any calendar year may be made by the Condominium Board without the approval of the Unit Owners or the Mortgage Representatives, if any, and the cost thereof shall constitute a Common Expense.

Insurance

The Condominium Board shall maintain fire insurance policies, 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, or other personal property supplied or installed by the Unit Owners or tenants of Unit Owners) and covering the interests of the Condominium, the Condominium Board, all of the Unit Owners and the holders of all Permitted Mortgages (the "Permitted Mortgagees"), as their respective interests may appear, in an amount equal to at least 80% of the full replacement value of the Building (exclusive of excavation and foundations), without deduction for depreciation. 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 Condominium Board and the Insurance Trustee (hereinafter defined) as set forth below. The cost of all such insurance shall be paid by the Condominium Board and shall be borne by the Unit Owners as part of the Common Charges.

The proceeds of all such policies of physical damage insurance shall be payable to the Condominium Board, in the event of a loss amounting to $100,000.00 or less, and to the Insurance Trustee, if the loss shall amount to more than $100,000.00. 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 Unit unless, in accordance with the provisions of Section 5.5 of the By-Laws, there shall be a determination not to rebuild the Building. The Insurance Trustee shall be a bank or trust company, having an office in the City and State of New York, designated by the Condominium Board in accordance with the By-Laws.

All policies of physical damage insurance shall contain to the extent obtainable, 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 days' written notice to all of the insureds, including Permitted Mortgagees. Duplicate originals or certificates of insurance of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all Unit Owners and Permitted Mortgagees at least ten (10) days prior to expiration to the then current policies, if requested.

The Condominium Board shall also maintain, to the extent obtainable: (a) fidelity insurance covering all officers and employees of the Condominium and of the Managing Agent (if any) who handle Condominium funds; (b) public liability insurance as to personal injury and property damage in such limits and amounts as the Condominium Board may from time to time determine, covering each member of the Condominium Board, the Managing Agent or manager (if any) and each of the Unit Owners; (c) rent insurance in an amount equal to the Common Charges for one year; (d) workers' compensation and New York State disability benefits insurance; (e) boiler and machinery insurance; (f) water damage legal liability insurance; (g) elevator liability and collision insurance and (h) such other insurance as the Condominium Board may from time to time determine. Such public liability insurance will also cover cross-liability claims of one insurer against another. See footnote in Schedule B for policy limits for this coverage. However, such insurance will not cover the individual liability of a Unit Owner arising from any occurrence within his own Unit.

Any insurance maintained by the Condominium Board may provide for such deductible amounts as the Condominium Board may determine.

The cost of all insurance shall be paid by the Condominium Board and shall be borne by all Unit Owners as part of the Common Charges. As more fully set forth in the Declaration and By-Laws, the allocable portion of the insurance premiums payable by each Unit Owner shall be based on that amount of such premiums as a licensed insurance agent or broker determines is the fair and reasonable allocation, considering the type of Unit and useage thereof.

Until the first meeting of the Condominium Board elected by the Unit Owners, the public liability insurance will be in a limit of $1,000,000.00 covering all claims for personal injury or property damage in respect of any one occurrence, and the fire insurance will be at least in the amount of $15,000,000. The Condominium Board shall review such limits annually.

Unit Owners shall not be prohibited from carrying other insurance for their own benefit, provided that such policies contain waivers of subrogation and provided, further, that the liability of the carriers issuing insurance procured by the Condominium Board shall not be affected or diminished by reason of any Unit Owner's other insurance. A Unit Owner should consider maintaining, at his own expense: (a) separate insurance on the contents (i.e., furniture and other personal property and belongings) of his Unit, in such amount as will be adequate to insure against loss by reason of fire or other casualty, and (b) liability insurance against claims for personal injury or property damage resulting from occurrences in his Unit or its appurtenant Limited Common Elements.

Repair or Restoration After Fire or Other Casualty

Except as set forth in the next paragraph, in the event that the Building or any part thereof is damaged or destroyed by fire or other casualty, the Condominium Board will arrange for the prompt repair and restoration thereof (including any damaged Units but excluding appliances, fixtures, furniture, furnishings, or other personal property not consituting a part of such Unit). Notwithstanding the foregoing, the Commercial, Professional and Garage/Parking Unit Owners shall have the right to make all arrangements for the prompt repair and restoration of such Units to the extent they are affected by such damage or destruction. If the insurance proceeds are insufficient to cover the cost of repairs or restorations, the Condominium 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.

If 50% or more of the Building is destroyed or substantially damaged and if 75% or more of all Unit Owners, both in number and in Common Interests, 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 proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid, out of his share of such funds, such amounts as may be necessary to discharge all unpaid liens in his 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.

Restrictions on the Use of Units

As more fully set forth in the Declaration and in the By-Laws, each Residential Unit shall be used only as a residence (except as otherwise described herein), and not more than one natural person, his Family Members (as defined in the Declaration) plus one additional occupant and his dependent children may occupy a Residential Unit at any one time. However, upon the prior written consent of Sponsor (or, when there are no longer any Unsold Residential or Professional Units, the Condominium Board), any Residential Unit may be used as a professional or business office, provided that such use is permitted by law and does not violate the then existing Certificate of Occupancy covering such Residential Unit. In addition, Sponsor may, without obtaining the consent of the Condominium Board or the other Unit Owners: (a) allow any Residential Unit owned by Sponsor or its designee to be used as a professional

or business office or for any other purpose, provided that such use is permitted by law and does not violate the then existing Certificate of Occupancy covering such Residential Unit and (b) use any one or more of such Units as model units and sales and/or promotion offices in connection with the sale or rental of the Unsold Units or for any other purpose, subject only to compliance with law.

The Professional Units may be used only as professional offices or, providing that the existing Certificate of Occupancy covering the Professional Units is appropriately amended, as residences for occupancy by not more than one family at any one time. Upon the written request of a Professional Unit Owner the Condominium Board shall execute any and all documents necessary to apply for such an amendment and shall otherwise cooperate with such Professional Unit Owner in connection with such application. However, the Condominium Board shall be entitled to demand, as a condition to so doing, that the Professional Unit Owner agree to indemnify and hold the Condominium Board and the Unit Owners harmless from any expense or liability by virtue thereof. Neither Sponsor, the Selling Agent, nor the Managing Agent represents or warrants that any such amendment shall be approved by the appropriate governmental authority.

A Residential or Professional 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.

The Commercial Units may be used for any lawful purpose.

No nuisance, or immoral, improper, offensive, or unlawful use, shall be made of the Property or any portion thereof. No portion of a Residential Unit, other than the entire Residential Unit, may be rented, and no transient tenants may be accommodated therein. 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 Condominium Board, whoever 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 Condominium Board, provided that copies of such amendments are furnished to each Unit Owner prior to the time that they become effective. However, no amendment thereof affecting the Professional, Garage/Parking, or Commercial Units may be made unless agreed to by such Unit Owners.

Restrictions on Use of the Garage

The indoor garage at the Property containing 106 parking spaces, will be operated for the use of tenant-shareholders, non-purchasing residential tenants, and tenants of the Professional and Commercial Units. Garage spaces occupied by non-purchasing tenants of Residential Units may not be rented for fees greater than those permitted under the rent laws. The owner of the Garage/Parking Unit may allocate spaces and set fees for rental of such spaces subject to the rights, if any, of non-purchasing tenants. The outdoor parking spaces will be rented on a transient basis, and fees for parking shall be set by the Owner of the Garage/Parking Unit. As of the presentation date of the Plan, approximately 30 parking spaces were under lease to tenants and non-tenants.

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 Condominium Board shall have certain rights to perform such maintenance or repairs, or to cure such breach, at such Unit Owner's expense.

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

Each Unit Owner must strictly comply with the provisions of the Condominium Documents, 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, injunctive relief, or both.

Units Acquired by the Condominium Board

All Units acquired or leased by the Condominium Board or its designee shall be held by the Condominium Board or its designee on behalf of all Unit Owners. Any rent, purchase price, closing costs and closing adjustments payable in connection therewith shall be assessed against all Unit Owners as a Common Expense. No Units held by the Condominium Board or its designee shall carry voting rights.

Liability of the Unit Owners

Every contract made by the Condominium Board, by any officer of the Condominium, or by 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 Condominium 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 Unit and its appurtenant Common Interest, unless otherwise provided by law.

Compliance with the Rent Laws

The Condominium Board shall operate the Property at the same level of services as those supplied on the date of recording the Declaration in accordance with the rent laws except for those services that, under the Declaration or the By-Laws, are the obligation of Sponsor to provide to its Units. The Condominium Board shall not impose any charge or fee against the tenants and occupants of the Residential Units owned by Sponsor or its designee for using the Common Elements or on account of any services provided to such tenants and occupants unless the Sponsor or its designee is permitted by the rent laws to impose such charge or fee against such tenants or occupants. Such permitted charge or fee may be increased by the Condominium Board, but only to the extent allowed by the rent laws. Except for those services and obligations to be provided or performed by the Condominium Board as set forth in the Declaration and the By-Laws, Sponsor shall provide and perform all other services and obligations required by law to be furnished to tenants and occupants of its Residential Units (including, but not limited to, painting the interior of such Units).

Easements

Each Unit shall have, in common with all other Units: (a) an easement to use, maintain, repair, alter and replace all pipes, wires, ducts, vents, cables, conduits, public utility lines and other Common Elements existing, or that may come into existence, as a result of (i) the settling or shifting of the Building; (ii) any alteration or repair to the Common Elements made by, or with the consent of, the Condominium Board or (iii) any repair or restoration of the Building (or any portion thereof) or of any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, so that any such encroachment may remain so long as the Building shall stand. Each Unit shall be subject to the aforesaid easements in favor of all other Units. In addition, each Unit shall have, and shall be subject to, easements of subjacent support and necessity in favor of such Unit or in favor of other Units and the Common Elements.

The Commercial Unit Owners, Professional Unit Owners and Garage/Parking Unit Owner shall have an easement to erect, maintain and replace any sign permitted by law on the Property (including, but not limited to, the exterior walls of the Building and on the sidewalk adjacent to the entrance to any portion of such Unit) for the purpose of advertising the operation of any business conducted therein. In addition, each Unit shall have an easement for the exclusive use, alone or in common with one or more other specified Units, of its Limited Common Elements.

Sponsor has reserved the right, for itself and its designee (so long as Sponsor or said designee owns a Unit) and for the Condominium Board, to grant such additional electric, gas, telephone, water, sewer, drainage or other utility easements or to relocate any existing utility easements as Sponsor, its designee, or the Condominium 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 Unit Owners, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Units for dwelling or permitted professional or business purposes. Access to any Unit or to the Common Elements in furtherance of such additional or relocated easement shall be exercised in such a manner as shall not unreasonably interfere with the use of the affected Units for dwelling or permitted professional or business purposes.

Sponsor and prospective purchasers and tenants of Unsold Units shall have an easement on and through the Common Elements for all purposes relating to the sale and rental of such Units, without being subject to any charge or fee therefor. Sponsor may use its Units and the Common Elements (at any one or more places designated by Sponsor) for sales, renting or display purposes, including placing "for sale" or "for rent" signs and other promotional and/or building materials of such size and content as Sponsor shall determine.

REAL ESTATE TAXES

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

Until the Units are separately assessed, the Condominium Board will pay all real estate taxes with respect to the Property and will allocate the cost thereof among all Unit Owners in proportion to each Unit's Common Interest.

Real estate taxes are assessed and collected by the City of New York.

The actual assessed valuation of the Property for the current fiscal year 1986/1987, is $5,000,000. The tax rate for such fiscal tax year is $9.15 per $100 of assessed valuation. As estimated by the Selling Agent, the aggregate real estate taxes for the Property during the first year of condominium operation will be $468,656 based upon the 1987/1988 tentative transitional valuation of $4,835,000 at an estimated rate of $9.25 per $100 assessed valuation, and the estimated transitional valuation for 1988/89 of $5,150,000 at an estimated tax rate of $9.516 per $100 of assessed valuation.

The following tabulation shows the assessed valuation, actual valuation, transitional valuation, tax rate and tax for the current and preceding tax year, as well as the tentative actual and transitional valuations for 1987/1988, 1988/1989, respectively:

	Assessed Valuation		Tax Rate	
Tax Year	Actual Valuation	Transitional Valuation	Per $100	Tax
1985-86	$4,800,000	$4,265,000	9.15	$390,248
1986-87	5,000,000	4,520,000	9.15	413,580
1987-88	5,575,000	4,835,000	9.25	447,238
1988-89	5,775,000	5,150,000	9.40	490,074

State law now requires that increases in assessments (other than certain increases resulting from capital improvements) of multiple dwellings may be phased in over a five year period in increments of 20% of the increase in each tax year.

There are certiorari proceedings pending for the 86/87 tax year. Any refund for the year in which the closing occurs, along with the cost of such proceeding (including attorneys' fees) will be apportioned between Sponsor and the Unit Owners as of the closing date. Any refund covering a period prior to the tax year in which a closing occurs and all expenses incurred in connection therewith (including attorneys' fees) shall belong to and be incurred by Owner alone.

The estimated real estate taxes for each Unit for the first year of condominium operation assumes that the amount of real estate taxes payable with respect to each Unit will be levied in the proportion that its Common Interest bears to the Common Interest of all Units. There is no assurance that the New York City taxing authority will allocate taxes between Units in proportion to their respective Common Interests. If it does not, owners of Units having the same Common Interest will pay different amounts of real estate taxes.

INCOME TAX DEDUCTIONS TO RESIDENTIAL UNIT OWNERS AND TAX STATUS OF THE CONDOMINIUM

The following discussion of certain income tax consequences of the ownership of Residential Units was prepared by the Sponsor based, in part, upon the income tax opinion of Goldstick, Weinberger, Feldman, Alperstein, Rotenberg, Grossman & Barr, P.C., a copy of which is set forth in the following section of this Plan.

GOLDSTICK, WEINBERGER, FELDMAN, ALPERSTEIN, ROTENBERG, GROSSMAN & BARR, P.C. IS COUNSEL TO SPONSOR AND NOT TO THE RESIDENTIAL UNIT OWNERS. EACH PURCHASER SHOULD CONSULT HIS OWN TAX COUNSEL AS TO THE TAX CONSEQUENCES OF RESIDENTIAL UNIT OWNERSHIP.

Each Residential Unit Owner will own his Residential Unit, together with its appurtenant Common Interest, in fee simple, and each Residential Unit will be a separate tax lot for purposes of New York City real estate taxes and assessments. Because each Residential Unit Owner will own his Residential Unit in fee simple, the owner may mortgage such Residential Unit and become individually liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness.

It is the opinion of Goldstick, Weinberger, Feldman, Alperstein, Rotenberg, Grossman & Barr, P.C. that, under present law, Residential Unit Owners will, for federal income tax purposes, be entitled to a deduction for mortgage interest and real estate taxes in the taxable year in which the same are paid or accrued. However, these deductions are subject to certain exceptions and limitations, which are more particularly discussed in the income tax opinion set forth in the following section of this Plan.

It is also the opinion of Goldstick, Weinberger, Feldman, Alperstein, Rotenberg, Grossman & Barr, P.C. that, under present law, each Residential Unit Owner will, for New York State and New York City income tax purposes, be entitled to the same deduction that is allowed for federal income tax purposes for the mortgage interest and real estate taxes paid or accrued during the taxable year. However, for New York State income tax purposes, the deduction may be reduced if the Residential Unit Owner has more than a specified amount of tax preference items.

Common Charges will be borne by the Unit Owners and assessed and collected by the Condominium Board. See the income tax opinion set forth in the following section of this Plan for a further discussion of the tax status of the Condominium.

No warranties are made that the Internal Revenue Service, the New York State Department of Taxation and Finance, or the Finance Administration of The City of New York will allow any of the aforementioned deductions or that the tax laws, or the regulations or rulings issued thereunder, or any judicial interpretation thereof upon which Goldstick, Weinberger, Feldman, Alperstein, Rotenberg, Grossman & Barr, P.C. has based its income tax opinion will not change. In no event will Sponsor, Goldstick, Weinberger, Feldman, Alperstein, Rotenberg, Grossman & Barr, P.C., the Selling Agent, the Managing Agent, or any other person connected with this offering be liable if, on account of any future changes of law or interpretations thereof, it is held that the Residential Unit Owners, or any of them, are not entitled to such income tax deductions. In addition, none of the aforesaid make any warranties with respect to the tax consequences of this Plan or the tax consequences or ownership of any Residential Units offered under the Plan, and no one has been authorized to make such warranties.

GOLDSTICK, WEINBERGER, FELDMAN, ALPERSTEIN, ROTENBERG, GROSSMAN & BARR, P.C. HAS EXPRESSED NO OPINION WITH RESPECT TO THE INCOME TAX CONSEQUENCES OF OWNING A PROFESSIONAL UNIT OR A COMMERCIAL UNIT.

INCOME TAX OPINION

GOLDSTICK, WEINBERGER, FELDMAN, ALPERSTEIN,
ROTENBERG, GROSSMAN & BARR, P.C.
261 Madison Avenue
New York, New York 10016

January 5, 1987

Four Suns Flushing Joint Venture
8 Haven Avenue
Port Washington, New York 11050

Re: Offering Plan for the Conversion to Condominium Ownership
of Premises located at
41-25 Kissena Blvd., Flushing, New York, *("Plan")*

Gentlemen:

You have requested our opinion concerning (i) the availability of certain deductions for federal, New York State and New York City income tax purposes (but not for purposes of the New York City earnings tax on non-residents) to individuals who purchase Residential Units for residential use ("Residential Unit Owners") under the Plan and (ii) the treatment for such income tax purposes of the Common Charges paid or borne by individual Residential Unit Owners.

In this connection, we have reviewed the Plan, relevant sections of the Internal Revenue Code of 1986, as amended ("Code"), the New York State Tax Law ("State Tax Law"), the New York City Administrative Code ("City Code"), the Regulations promulgated thereunder and such other material as we deem relevant. Except where otherwise indicated, the terms used in this opinion have the same meanings as in the Plan.

I. Deductibility of Mortgage Interest and Real Estate Taxes

A Residential Unit Owner will own his Residential Unit and its appurtenant interest in the Common Elements in fee simple. Therefore, each Residential Unit Owner may mortgage his Residential Unit and become individually liable for the payment of any finance charges or interest on such mortgage indebtedness. Also, each Residential Unit will be taxed as a separate tax lot for real estate tax purposes.

In our opinion, an individual Residential Unit Owner will, for federal income tax purposes, be entitled to a deduction for mortgage interest and real estate taxes in the year paid or accrued under Sections 163 and 164 of the Code, respectively. Rev. Rul. 64-31, 1964-1 Cum. Bull. 300. This is subject to the proviso that, under Section 461(g) of the Code, no deduction will be allowed to a cash basis taxpayer in the year of payment for prepaid interest (other than points paid in certain cases).

The amount of interest paid or accrued with respect to a Residential Unit Owner's mortgage will be allowed only to the extent that it is "qualified residence interest" as defined in Section 163(h)(3) as amended by the Tax Reform Act of 1986 (the "Act"). Qualified residence interest only includes interest on debt secured by a security interest perfected under local law on the taxpayer's principal residence or second residence. The amount of the interest allowed is limited to the amount allocable to the original purchase price plus home improvements and debt incurred to pay qualified medical expenses or qualified educational expenses.

In addition, the deductions for interest will be available only to those taxpayers who elect to itemize their deductions and whose aggregate itemized deductions exceed a floor amount. For 1986, the aggregate deductions must exceed the "zero bracket amount" and for 1987 and thereafter, the aggregate deductions must exceed the "standard deduction."

It is also our opinion that each individual Residential Unit Owner will, for New York State and New York City income tax purposes, be entitled to the same deduction which is allowed for federal income tax purposes for the mortgage interest and real estate taxes paid during the taxable year. Section 615 of the State Tax Law; Section T46-115.0 of the City Code. However, certain individual taxpayers may not be able to utilize the deductions herein discussed, in whole or in part, if they are subject to the Alternative Minimum Tax.

Until the units are separately billed for real property taxes, the by-laws provide for collection thereof in accordance with each unit owner's percentage of common interest. Such payments are to be made into a special escrow account for the purpose of paying such taxes, and accordingly, inasmuch as such payment is necessary because the property interest of each unit owner would be lost if the taxes were unpaid and the property foreclosed upon, such payment will be deductible. See *L. L. Powell*, 26 TCM 161 (1967). See also *D. G. Peters*, 29 TCM 1440 (1970).

II. Common Charges

Pursuant to the Plan, the Condominium Board will govern the affairs of the Condominium. Presently, the exact tax status of the Condominium is not clear. The federal income tax consequences to the Condominium and the Residential Unit Owners upon receipt by the Condominium of the Common Charges from the Unit Owners and receipts from other sources will depend upon whether the Condominium is treated as a conduit, or is treated as an association taxable as a corporation or qualifies and elects to be treated under Section 528 of the Code.

Section 528 of the Internal Revenue Code provides that condominium associations, when qualified, may be treated as partially tax-exempt for federal income tax purposes.

The exemption provided by Section 528 of the code is available only if the following requirements are met:

1. The organization must be organized and operated to provide for the acquisition, construction, management, maintenance and care of the association property.

2. Sixty (60%) percent or more of the organization's gross income for the taxable year must be membership dues, fees, or assessments received from residential condominium unit owners.

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

4. 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.

5. The organization must elect exempt status for the taxable year. Such election must be made for each year that the organization desires to be treated as a Section 528 organization. Treas. Reg. Section 1.528-8.

6. Substantially all of the units are used by individuals for residences. (Substantially all of the units will be considered used by individuals for residences if at least eighty-five (85%) percent of the total square footage of all units is used, or is intended to be used by individuals for residential purposes or purposes auxiliary to residential use, such as storage rooms, laundry and maintenance areas. Treas. Reg. Section 1.528-4(b).)

It is anticipated that more than 15% of the total square footage of all the Units will be used for commercial rather than residential purposes. Accordingly the Condominium will not be eligible to make the election under Section 528 of the Code. Since an election under Section 528 of the Code will likely not be available or in effect for any taxable year, the tax status of the Board will be governed by the

rules in effect prior to the enactment of Section 528 of the Code. In such case, different rules may govern outside income and Common Charges. Although the Internal Revenue Service may contend that the Board is separately taxable as a corporation, the Board could take the position that it is not a separate taxable entity and that any income it generates is not taxable to it, for the reasons more fully described in the paragraphs which follow.

If the above requirements are met and a timely election is made, the Condominium's exempt function income is not subject to tax. Income from other sources such as that derived from the lease of laundry facilities or from investment income, is subject to tax after allowable deductions at the rate of thirty (30%) percent. Deductions are allowed for expenses related to the production of non-exempt income, but only if such expenses are directly connected with the production of such income. Section 528(d)(1)(B) of the Code. A specific deduction of One Hundred ($100) dollars is allowed against non-exempt income. Section 528(d)(2)(A) of the Code. Neither the net operating loss deduction nor the special deductions for corporations are allowed. Sections 528(d)(2)(B) and 528(d)(2)(C) of the Code.

Accordingly, if the Condominium qualifies and makes a timely election under Section 528 of the Code, it would be taxable only upon income from sources other than Common Charges including investment and income derived from the lease of laundry facilities. If the Condominium is operated for the first year of operation in such a manner that the income projected in Schedule B of the Plan is received and the expenses on said Schedule B are incurred and paid, the Condominium will qualify to make the Section 528 election for the first year. However, since the election must be made on an annual basis, we render no opinion as to whether the Condominium would qualify to make the election in subsequent years. Moreover, since deductions ordinarily allowable to corporations are not allowed with respect to an organization electing under Section 528 of the Code, we also render no opinion whether it would be advisable for the Condominium to make the election even if it would be qualified to do so.

The By-Laws of the Condominium provide that the Condominium Board will act as the agent of the Unit Owners. Accordingly, for federal income tax purposes, the Condominium may take the position that since it simply acts as agent for the Unit Owners, it is not a separate taxable entity.

The Condominium would be a mere conduit for receipts and payments of Unit Owners for whom it acts as an agent. In such a case, the Unit Owners would include in their gross income and be taxed on all income earned by the Condominium, less the expenses incurred in earning such income. However, Common Charges would not be considered income to the Condominium. See Rev. Rul. 70-604, 1970-2 C.B. 9; *Lake Petersberg Assoc.*, 33 TCM 259 (1974).

However, the Internal Revenue Service may contend that for purposes of those matters administered through the Condominium Board, such as the assessment and expenditure of Common Charges, the Unit Owners through the Condominium Board constitute an association taxable as a corporation. In such event, such association may be deemed subject to the federal corporate income tax (and therefore to New York State and New York City corporate income taxes) on the portion of the Common Charges which is deemed to constitute gross income of such association, to the extent that such portion (together with any income earned from other sources, such as interim investments of funds by such association) exceeds the current expenses paid or incurred through the Condominium Board which are deductible for federal income tax purposes.

In this connection, published rulings indicate that Common Charges which are assessed by the Condominium Board and designated for use solely to make specified capital improvements and which are maintained in a separate bank account should not constitute gross income to such Board, either because it is deemed to receive and hold such Common Charges as agent for the Unit Owners from whom the assessments were collected, Rev. Rul. 75-370, 1975-2 Cum. Bull. 25, or because the assessed Common Charges are deemed to be nontaxable contributions to the capital of the association. Rev. Rul. 75-371, 1975-2 Cum. Bull. 25 (cf. *Concord Village, Inc.*, 65 T.C. 14 (1975)).

However, if treated as contributions to the capital of the association, it should be noted that when such amounts (together with any other funds accumulated by the association) are expended for capital improvements, the Internal Revenue Service may contend that the capital expenditures benefit the Unit Owners, and that each Unit Owner should therefore be subject to tax on his pro-rata share of the amounts expended.

In the event that the Condominium Board is required to pay any federal, New York State or New York City income tax, and the Condominium Board makes an additional assessment in order to meet this tax liability, it should be noted that the additional amount collected through such assessment may itself be subject to tax. See *Old Colony Trust Co.* v. *Commissioner*, 279 U.S. 716 (1929); Rev. Rul. 74-75, 1974-1 Cum. Bull. 19.

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 consequences and aspects explicitly discussed in this opinion or as to the tax status and tax consequences of the Plan under the laws of any other U.S. or foreign jurisdiction. This opinion does not deal with tax consequences which may result from ownership of a Residential Unit in connection with the Residential Unit Owner's trade or business or for purposes of investment or the production of income, or which may result to a foreign Residential Unit Owner by reason of his foreign status. This opinion also does not deal with the tax consequences which may arise if Residential Units are acquired and/or leased by the Condominium Board or with respect to whether a Residential Unit Owner may be deemed a resident of New York City due to ownership of a Residential Unit. We therefore strongly advise each person contemplating the purchase of a Residential Unit to consult his own tax advisor as to all such tax matters (as well as with respect to the tax matters discussed in this opinion).

We make no warranty or representation 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 the views stated above in whole or in part.

We consent to the filing of this opinion as an exhibit to the Plan and to the reference to our name under the caption "Income Tax Deductions to Unit Owners and Tax Status of the Condominium" in the Plan.

Very truly yours,

GOLDSTICK, WEINBERGER, FELDMAN, ALPERSTEIN, ROTENBERG, GROSSMAN & BARR, P.C.

/s/ SIDNEY B. WEINBERGER

PURCHASERS FOR INVESTMENT OR RESALE

A purchaser for investment or resale is a purchaser who purchases three (3) or more Residential Units which are not for occupancy by such purchaser or persons related by blood, marriage or adoption to such purchaser. In connection with the sale of such Units:

(1) A purchaser for investment or resale must register as a broker-dealer pursuant to GBL Section 359-e if not already registered.

(2) A purchaser for investment or resale shall comply with the trust fund and escrow provisions of GBL Sections 352-e(2)(b) and 352-h.

(3) A purchaser for investment or resale shall provide the following documents to a prospective purchaser at no cost to the purchaser three (3) business days before entering into a purchase agreement;

(i) Copy of the most recent financial statement of the Condominium, if any, and copy of the most recent budget of projected expenses, if any.

(ii) Copy of the notices from the Condominium Board concerning changes in Common Charges, potential assessments and planned major capital improvements, if any.

(iii) Copies of pleadings in pending lawsuits or proceedings the outcome of which may affect the offering of the Unit, the seller's capacity to perform all of its obligations under the purchase agreement or the rights of an existing tenant, if any.

(iv) If the Unit is occupied, a copy of the tenant's lease and representation of the tenant's status under any applicable rent law and status as an eligible senior citizen or eligible handicapped person, if applicable.

(v) Copies of the by-laws of the Condominium, as amended.

(vi) Copy of notice of uncured violations of record in the Unit that are the responsiblity of the Unit Owner to cure, if any.

(4) A purchaser for investment or resale who singly or, with other purchasers under common control, purchases a number equal to or more than the greater of six (6) units or 10% of the total number of dwelling units in the building shall also:

(i) Furnish to the Department of Law all documents required for a principal of the sponsor including broker-dealer registration form M-10, Registrant Information form RI-1, affidavit of net worth and affidavit of prior public offerings.

(ii) Provide prospective purchasers with a copy of the offering plan and all filed amendments.

The Sponsor or a "designee holder" (a holder of Unsold Units who assumes in writing the obligation to amend the Plan as required by law and is responsible for causing all appropriate amendments to the Plan to be timely filed) shall amend the Plan to provide correct and accurate information concerning the purchasers for investment or resale with respect to:

1. Name, business address, background and experience,

2. Properties offered for sale within the prior five (5) years as cooperatives, condominiums or planned unit development homes,

3. Relationship, if any, between the Sponsor or its principals and (i) selling agent, (ii) managing agent, (iii) engineer or architect and (iv) any person or firm providing services to the condominium.

RESERVE FUND AND WORKING CAPITAL FUND

Capital Reserve Fund

Within thirty (30) days after the First Closing, the Sponsor will establish and transfer to the Condominium Board a reserve fund to be used exclusively for making capital repairs, replacements and improvements necessary for the health and safety of the residents of the Residential portion of the Building which shall not be subject to reduction for closing apportions. Such funds shall be in an amount equal to (i) three (3%) percent of the total price (the sum of the cost of all residential units offered at the last price offered to tenants in occupancy prior to the effective date of this Plan) or (ii) (a) three (3%) percent of the actual sales price of all residential Units sold at the time this Plan is declared effective, but not less than one (1%) percent of the total price, plus (b) supplemental contributions at the rate of three (3%) percent of the actual sales price of Units sold to bona fide purchasers after the effective date and within five (5) years after the First Closing, provided, however, that if the total contributions made to the fund within five (5) years and thirty (30) days after the First Closing are less than three (3%) percent of the total price, the Sponsor will pay the deficiency. Supplemental contributions shall be paid within thirty (30) days of each sale.

Notwithstanding the foregoing, the Sponsor is entitled to a credit against the mandatory initial contribution to the fund equal to the lesser of the actual cost of any such capital replacements begun after this Plan was submitted for filing to the Department of Law and before this Plan is declared effective or one (1%) percent of the total price. The Plan will be amended to disclose the nature and cost of such replacements, if any are made.

The foregoing commitment of the Sponsor is being made pursuant to Title YYYY of Chapter fifty-one of the Administrative Code of the City of New York, (the "Code"), a copy of which is reprinted in Part II of the Plan.

Section YYYY 51-5.0 of the Code requires the Sponsor, not later than the 30th day following the acceptance of this Plan for filing and until the First Closing, to post and maintain in a prominent place, accessible to all tenants in the building, a listing of all violations of record against the building as determined by the Department of Buildings and the Department of Housing Preservation and Development. All newly issued violations must be posted within 48 hours after their issuance and maintained as described above. This section permits the Sponsor to satisfy its requirements by designating an agent on the premises with whom such listing shall be made available for inspection by the tenants. For this purpose the Sponsor hereby designates the superintendent.

Title YYYY also provides for civil and criminal penalties for its violation and further provides that any waiver of its provisions is void as against public policy.

No representation is made with respect to the adequacy of this fund to meet the cost of capital repairs, replacements or improvements, if any, which may be required as a result of conditions described in the section of the Plan entitled "Description of Property and Building Condition" in Part II of the Plan.

Working Capital Fund

Concurrently with the First Closing, Sponsor will contribute a sum equal to two month's Residential Common Charges (the "Working Capital Fund") to the Condominium Board for its working capital. The Working Capital Fund will be increased or decreased (as the case may be), depending upon whether the closing adjustments referred to below result in a net credit in favor of the Condominium or Sponsor, respectively.

AT THE CLOSING OF TITLE TO EACH UNIT, THE PURCHASER OF THE UNIT WILL BE REQUIRED TO REIMBURSE THE SPONSOR FOR THE SUM CONTRIBUTED BY THE SPONSOR TO THE WORKING CAPITAL FUND WITH RESPECT TO THE UNIT BEING PURCHASED.

The Working Capital Fund may be held or used for working capital, to make repairs and/or for such other appropriate purposes permitted under the Declaration and the By-Laws as determined by the Condominium Board in its sole discretion.

No representation is made that the Working Capital Fund will be, or is intended to be, adequate to cover expenses for the first or any subsequent year of condominium operation, including, without limitation, the cost of any necessary repairs or replacements. If additional funds are required over and above the Working Capital Fund, it may be necessary to increase the Common Charges.

THE PROPERTY IS OFFERED IN ITS CURRENT CONDITION AS SET FORTH IN THIS PLAN, WITHOUT ANY OBLIGATION ON THE PART OF SPONSOR OR THE SELLING AGENT TO MAKE ANY REPAIRS OR IMPROVEMENTS EXCEPT AS SET FORTH IN THE PLAN. NEITHER THE DEPARTMENT OF LAW NOR ANY OTHER GOVERNMENTAL AGENCY HAS PASSED UPON THE ADEQUACY OF THE WORKING CAPITAL FUND OR UPON THE PHYSICAL CONDITION OF THE BUILDING.

So long as the Sponsor controls the Condominium Board, the Working Capital Fund shall not be used to reduce projected Common Charges.

Closing Adjustments

Immediately prior to the First Closing, Sponsor shall apportion the following items with the Condominium Board as of the day immediately preceding such closing:

(a) Rents for common elements, if any, as and when collected;

(b) employees' wages, vacation and severence pay, pension and welfare benefits and all other payments or obligations relative to the employees of the Building;

(c) fees for assignable permits and licenses, if any;

(d) cost of fuel;

(e) charges for electricity and gas for the Common Elements;

(f) payments under service and maintenance contracts and concession agreements;

(g) water charges and sewer rents on the basis of the fiscal or calendar year for which assessed (unless separately assessed to individual Units);

(h) cost of supplies on hand at Sponsor's cost; and

(i) premiums for transferable insurance policies.

If the result of the closing adjustments is a net credit in favor of the Condominium, the amount of Sponsor's contribution to the Working Capital Fund will be increased by the amount of such net credit. If, however, the result of the closing adjustments is a net credit in favor of Sponsor, the amount of Sponsor's contribution to the Working Capital Fund will be decreased by the amount of such net credit. If such net credit exceeds the total amount of the Working Capital Fund, the total amount of such Fund will be paid to Sponsor by the Condominium Board, without interest, in twelve equal consecutive monthly installments pursuant to the terms of twelve negotiable serial promissory notes to be executed by the Condominium Board at the First Closing. The first of these serial promissory notes will mature one month after the date upon which the First Closing takes place, and the balance will mature one a month thereafter. Each serial promissory note will contain a provision allowing Sponsor to accelerate the note's maturity date in the event of a default under any other serial promissory note. The Condominium Board will be entitled to prepay each serial promissory note in full only, at any time and without penalty.

MANAGEMENT AGREEMENT, CONTRACTS AND LEASE

Management Agreement

It is presently contemplated that, prior to the First Closing, the Condominium Board will enter into a management agreement with Mark Greenberg Real Estate Co., Inc. having an office at 8 Haven Avenue, Port Washington, New York for an initial term of three (3) years, subject to the right of the Managing Agent to cancel same at any time upon at least ninety (90) days prior written notice. Thereafter, the management agreement will be automatically renewed from month-to-month until cancelled by either party on thirty (30) days prior written notice.

The Managing Agent will receive a stated annual fee of $45,900 for each of the first three years, payable in equal monthly installments. However, the Managing Agent will be entitled to additional fees for certain special services performed by it. All such fees will be paid by the Condominium Board and will be charged to all Unit Owners as a Common Expense.

All dwelling Units occupied by non-purchasing tenants will be managed by the same managing agent who manages all other Units in the Condominium, and the owner of Unsold Units occupied by non-purchasing tenants shall be deemed to have irrevocably appointed the Managing Agent to do so. The Managing Agent will provide to non-purchasing tenants all services and facilities required by law on a non-discriminatory basis. The management agreement to be executed by the Condominium Board will provide that the fee payable thereunder for management costs in respect of such Units, including but not limited to collection of rent and payment of Common Charges, shall not exceed $150 per apartment per year. This fee includes the cost of providing all such management services and facilities. The Condominium Board will provide all services required by law to the non-purchasing tenant on behalf of the owner of Unsold Units. Any services provided to such tenant over and above what a Unit Owner is entitled to receive from the Condominium Board and approved by the owner of the Unsold Unit, which approval shall not be unreasonably withheld, will be billed by the Managing Agent at the actual cost of providing such services to the owner of the Unsold Unit. So long as there are any Unsold Units which are occupied by non-purchasing tenants (as defined by the General Business Law) every subsequent management agreement must contain a similar provision. If the Condominium Board elects not to employ a managing agent, no separate charge may be made by the Condominium Board for managing Units occupied by non-purchasing tenants. Sponsor will guarantee the obligation of the Managing Agent to provide all such services and facilities unless a majority of the Condominium Board is composed of persons other than Sponsor or individuals designated by Sponsor.

The duties and services to be rendered by the Managing Agent include, among others:

(a) billing and collecting Common Charges;

(b) causing the Common Elements to be maintained, repaired and altered in the manner deemed advisable by the Condominium Board, except that the approval of the Condominium Board is necessary for any expenditure of over $1,500.00 for any one item of ordinary repairs or alterations (other than emergency repairs);

(c) contracting for necessary services for the Common Elements (such as utility, exterminator, elevator and fuel oil services), but no contract shall be for a term longer than two (2) years or shall require annual payments in excess of $1,500.00 unless authorized by the Condominium Board;

(d) purchasing all supplies necessary properly to maintain and operate the Common Elements;

(e) checking all bills received in connection with the operation of the Common Elements and causing all such bills and other expenses to be paid;

(f) supervising, hiring and discharging employees, which duty may be delegated by the Managing Agent to one or more persons in its general employ;

(g) rendering monthly statements of receipts and disbursements to the Condominium Board;

(h) maintaining payroll records and filing withholding tax statements for employees;

(i) maintaining accurate sets of books for the Condominium (other than books of account to be maintained by the Condominium's accountants) and orderly files of rent records, insurance policies, leases, receipted bills, and the like;

(j) preparing and submitting to the Condominium Board, on an annual basis, operating budgets setting forth the anticipated income and expenses for the ensuing year; and

(k) sending notices, preparing agendas and attending meetings of the Condominium Board and Unit Owners.

All disbursements incurred by the Managing Agent in performance of its duties will be reimbursed by the Condominium Board and charged to the Unit Owners as a Common Expense. In addition, the Condominium Board will indemnify the Managing Agent against any claims or liabilities in connection with acts properly performed by it pursuant to the instructions of the Condominium Board or for personal injury or property damage not resulting from the Managing Agent's gross negligence or willful failure to comply with its obligations under the management agreement.

The Managing Agent's contract is not assignable without the consent of the Condominium Board.

All members of the Condominium Board, officers and employees of the Condominium and officers and employees of the Managing Agent (during the term of the management agreement) will be bonded at all times from and after the First Closing under fidelity bonds in favor of the Condominium in the amount of $100,000.00 for each loss. The cost of the bonds will be borne by the Condominium Board and charged to the Unit Owners as a Common Expense, and has been provided for in the estimate of Common Charges contained in the First Year's Budget.

Other Agreements

Upon commencement of condominium operation, the Property will be subject to the then existing union employment agreements affecting the Building staff and maintenance, service and concession agreements (see footnotes to Schedule B for details of the agreements in effect or proposed at the date of presentation of the Plan).

Sponsor has reserved the right, prior to the First Closing, to modify, renew or replace the existing agreements or to enter into new agreements that will be binding on the Condominium Board provided Sponsor may not enter into any binding service, maintenance or concession agreement for longer than two (2) years, unless same contains a provision permitting the Condominium Board to cancel the agreement from and after the second anniversary of the First Closing, upon giving not less than ninety days prior written notice.

IDENTITY OF PARTIES

The Sponsor is Four Suns Flushing Joint Venture, a New York joint venture with offices at 8 Haven Avenue, Port Washington, N.Y. Its two joint venturers are Queens Stars and Satellite Co., a New York partnership with offices at 8 Haven Avenue, Port Washington, New York, and Flushing Estates Associates, a New York partnership with offices at 408 W. 57th Street, New York, N.Y. Queens Stars and Satellite Co. is the tenant under a net lease of the Property. Flushing Estates Associates is the fee owner of the Property and the landlord under such lease.

1. The principals of Queens Stars and Satellite Co. and their business addresses, backgrounds and experience are as follows:

Arthur G. Cohen is a real estate investor with offices at 445 Fifth Avenue, New York, New York 10011.

David T. Goldstick is an attorney and real estate investor with offices at Goldstick, Weinberger, Feldman, Alperstein, Rotenberg, Grossman & Barr, P.C., 261 Madison Avenue, New York, New York 10016.

Mark Greenberg is a licensed real estate broker and real estate investor with offices at Mark Greenberg Real Estate Co., Inc., 8 Haven Avenue, Port Washington, New York 11050.

Aaron Ziegelman is a real estate investor with offices at 200 West 57th Street, New York, New York 10019.

Four Kings in Queens Company is a New York partnership consisting of Norman Buchbinder, a licensed real estate broker and real estate investor with offices at Buchbinder & Warren, One Union Square, New York, New York 10003, Jack Weprin, an attorney with offices at Goldberg, Weprin & Ustin, 1501 Broadway, New York, New York 10036, and the Bengal Company, a New York partnership with offices at One Fifth Avenue, New York, New York consisting of Zohar Ben-Dov, a real estate investor with offices at One Fifth Avenue, New York, New York 10003 and Allen S. Greene, a financial consultant with offices at One Fifth Avenue, New York, New York 10003.

Principals of Queens Stars and Satellite Co. have been involved in numerous public offerings of cooperatives and condominiums in New York during the past five (5) years and various proposed Offering Plans ("red herrings") not yet accepted for filing. The following are among the five (5) most recent public offerings for each principal of the Partnership.

Arthur G. Cohen	
83-10-12 35th Ave. Jackson Heights, N.Y.	closed 1/30/87
Dunolloy Gardens Jackson Heights, N.Y.	declared effective 1/15/87
Briarwood Gardens Briarwood, N.Y.	accepted for filing 3/18/86
Georgetown Mews Flushing, N.Y.	closed 2/4/86
Kew Terrace Flushing, N.Y.	closed 2/13/86
David T. Goldstick and Mark Greenberg	
532 W. 111th St. New York, N.Y.	declared effective
420 Riverside Drive New York, N.Y.	closed 11/20/85
530 West End Ave. New York, N.Y.	closed 4/15/86
155 E. 34th St. New York, N.Y.	declared effective
421 West 57th St. New York, N.Y.	closed 9/20/84

Aaron Ziegelman

527 W. 110th St. New York, N.Y.	closed
310 W. 100th St. New York, N.Y.	closed
203-09 West 81st St. New York, N.Y.	closed 2/18/86
251 W. 89th St. New York, N.Y.	closed 4/2/86
50-21 39th Place Sunnyside, N.Y.	closed 2/18/86

Four Kings in Queens Co. (or principals thereof)

78 Bedford/27 Commerce St. New York, N.Y.	closed 4/1/86
12 W. 9th St. New York, N.Y.	accepted for filing 3/13/86
155 E. 34th St. New York, N.Y.	declared effective
137-145-149 West 12th St. New York, N.Y.	accepted for filing 4/21/86
530 West End Ave. New York, N.Y.	closed 4/15/86

2. The principals of Flushing Estates Associates are Paul Goldin, Ronald J. Drucker, and Ronald Schaffer, all of whom have been actively engaged in the ownership and management of real estate in the New York metropolitan area for many years.

Paul Goldin, as a partner in Sutton Fifty-Six Company, and Ronald Schaffer, as a partner in Marlboro Realty Associates, were named as defendants in a lawsuit brought by the Attorney General concerning 345 East 56th Street, New York, New York. Defendants consented to the withdrawal of the offering plan and the return of all monies received in connection therewith; and pursuant to such consent an order to that effect was entered on or about February 8, 1972. Messrs. Goldin, Drucker and Schaffer have also been involved in prior offerings of cooperative apartments, as follows:

2 King Street (Goldin, Drucker, Schaffer)	closed 2/26/86
238-240 East 30th Street, N.Y., N.Y. (Drucker, Schaffer)	closed 12/15/83
345 East 54th Street, N.Y., N.Y. (Goldin, Drucker)	closed 5/8/84
133 East 15th Street, N.Y., N.Y. (Drucker, Schaffer)	(abandoned)
340 East 58th Street, N.Y., N.Y. (Schaffer)	(abandoned)

All of the above offering plans have been accepted for filing and are presently being offered.

Mark Greenberg Real Estate Co., Inc. is the Managing Agent of the Propety. Mark Greenberg, President of Mark Greenberg Real Estate Co., Inc. is a partner of the Sponsor. Albert Inglesby, an employee of Mark Greenberg Real Estate Co., Inc., is the designated building manager of the property.

On December 18, 1986, the State of New York Department of State commenced and administrative proceeding against Mark Greenberg and Mark Greenberg Real Estate Co., Inc. who are licensed real estate brokers to determine whether they have demonstrated incompetency and untrustworthiness pursuant to Section 441-c of Article 12-A of the Real Property Law, the statute regulating the licensing of real estate brokers in this State.

The present complaint before the Department of State is to determine whether Mark Greenberg and his company have demonstrated incompetency and untrustworthiness as licensed real estate brokers because of (a) lawsuit brought against Mr. Greenberg and others in 1980 entitled [redacted] *et al. v. Executive House Realty, et al.* more particularly described below; (b) allegations that applications by other persons designated as registered managing agents for certain buildings in New York are false because the buildings continue to be managed by Mark Greenberg; and (c) allegations that Mark Greenberg and his company allowed violations to accrue on certain buildings which they managed without taking steps to correct them.

In 1980, Mark Greenberg was involved in a real estate syndication which failed to close due to the escrowee bank, CitiBank, N.A., having improperly broken the escrow account. After litigation commenced in the United States District Court, Southern District of New York, entitled [redacted] *et al. v. Executive House Realty, et al.*, 80 Civ. 7254(WCC), a jury finding in favor of the plaintiffs based on civil fraud was made on January 12, 1982 against Mr. Greenberg and others. On June 29, 1982, the court, after a settlement, vacated and set aside the jury's findings and all charges against Mr. Greenberg as if they had never been made or brought. Mr. Greenberg was awarded a judgment against CitiBank, N.A., based on a finding of negligence. The bank was also directed to return all the investor's monies. Subsequent to that litigation the New York State Department of Law has accepted for filing more than 20 cooperative conversion plans sponsored by Mr. Greenberg. It is the position of Mr. Greenberg that there is no merit to the complaint before the Department of State involving the broker's license of Mr. Greenberg and his company based upon the lawsuit commenced against him and others in 1980 in the federal court action.

In January 1985, in a proceeding commenced in the Housing Part, Civil Court of the City of New York, County of New York, Index No. H.P.12048/85 entitled [redacted] *v. Goldstick*, three tenants of the building at 41-49 West 82nd Street, New York, New York petitioned the court to disqualify Mark Greenberg as that building's registered managing agent on the grounds that he neither resided in the City of New York nor spent enough time at his New York City office as required by Section D26-41.03.a(3) of the Administrative Code of the City of New York, and thus was not qualified to be the registered managing agent of a multiple dwelling within New York City. On March 17, 1986 an order and judgment was entered in that proceeding directing Mark Greenberg to designate and register a qualified managing agent for the building with the New York City Department of Housing Preservation and Development. An appeal was filed and perfected by Mark Greenberg to the Appellate Term, First Department of the Supreme Court of the State of New York and is pending. In the interim, Mark Greenberg removed himself as the registered managing agent for all buildings managed by his company Mark Greenberg Real Estate Co., Inc., and other employees of his company who are New York City residents and thus qualified to act as registered managing agents were designated and registered with the New York City Department of Housing Preservation and Development. Recently, on February 26, 1987, a Housing Court Judge at Civil Court of the City of New York, in *Theodan Associates v. Philip Winters*, Index No. L&T 52107/86 rendered a decision and order in which the court found that commencing as at June 1985, Mark Greenberg was qualified to act as an effective managing agent for another building in New York City by reason of the significant change in Mr. Greenberg's activities whereby he spent sufficient time at his New York City office to qualify him as the registered managing agent under Administrative Code Section D26-41.03.a(3). It is the position of Mr. Greenberg that there is no merit to the contention made before the Department of State that Mr. Greenberg is either

incompetent or untrustworthy as a licensed real estate broker because buildings managed by his company have as registered managing agents persons residing in New York City employed by his company who were so designated as directed by the Housing Court in [redacted] *v. Goldstick*, on March 17, 1986.

The Department of State administrative proceeding commenced December 18, 1986, is the latest in a series of lawsuits and proceedings provoked by complaints and activities of a disgruntled former tenant of a building previously managed by Mr. Greenberg because of his eviction in February 1984 for non-payment of rent of more than $10,000. In 1984 after his eviction the former tenant made a complaint to the Department of State, Licensing Division, against Mr. Greenberg and his company accusing them of untrustworthiness and incompetence as licensed real estate brokers based upon violations placed against the building from which he had been evicted. After hearing the evidence an administrative law judge at the Department of State dismissed the complaint on March 18, 1985. A subsequent appeal by the complaining tenant from the dismissal was also dismissed by the Appellate Division of the New York State Supreme Court.

In April 1986 the former tenant again wrote to the Department of State, Licensing Division, alleging the grounds which has resulted in the latest administrative proceeding concerning the real estate brokers' licenses of Mark Greenberg and his company. The same former tenant is also the person who under oath admitted typing the order to show cause and petition in [redacted] *v. Goldstick* but who asserted his privilege under the Fifth Amendment against self-incrimination in refusing to answer other questions in court.

It is the position of Mr. Greenberg that there is no merit to these latest contentions before the Department of State and that he will so demonstrate at a hearing scheduled before an administrative law judge or before a court of competent jurisdiction.

Gala Resources, Inc., a New York corporation doing business as Gala Realty, and Mark Greenberg Real Estate Co., Inc. are the Selling Agents for the property. The principals of Gala Realty are licensed real estate brokers with offices at 200 West 57th Street, New York, New York 10019. The Selling Agents will receive commissions from the Sponsor for sales at the property pursuant to separate sales agreements.

Goldstick, Weinberger, Feldman, Alperstein, Rotenberg, Grossman & Barr, P.C., 261 Madison Avenue, New York, New York 10016 represents the Sponsor in connection with this transaction and has prepared the Offering Plan. Prior to the closing and until the first meeting of the Condominium Owners, members of that firm will be the sole officers and managers of the Condominium and, therefore will act on its behalf at the closing. The interests of the Sponsor and the Condominium are not identical and they may, at times, conflict. In view of the foregoing, and because of the conflicting and diverse interests of the Condominium and the Sponsor, it is recommended that each purchaser consult with his or her own attorney prior to executing a Subscription Agreement. David T. Goldstick, a principal of the Sponsor, is Counsel to the firm of Goldstick, Weinberger, Feldman, Alperstein, Rotenberg, Grossman & Barr, P.C.

The Sponsor has retained the firm of Fan, Rongved & Erickson, Consulting Engineers, with offices at 33 East 33rd Street, New York, New York to examine the physical condition of the property and render the report thereof which is set forth in Part 2. This firm has prepared numerous reports which have been included in Offering Plans relating to other properties within the City of New York. The firm has no financial interest in the property, the Sponsor, the Selling Agent or any other party interested in this transaction, except for its fee for services rendered in connection with such report.

The Sponsor has retained Pretium Associates to review and certify the Schedules A and B for this Plan.

SPONSORS' PROFIT

Queens Stars and Satellite Co. acquired the leasehold interest in the property from Kissena P.E.P. Associates on September 3, 1986. Flushing Estates Associates acquired the property on July 1, 1963.

The exact profit to be realized by Sponsor or its co-venturers upon the sale of the Units cannot now be determined and may increase or decrease depending upon such variable factors as future market conditions, losses which may be sustained by reason of Sponsor's responsibility assumed or incurred under this Plan, changes in prices as set forth under the caption "CHANGES IN PRICES AND UNITS", and the length of time required to sell all of the Units offered under this Plan.

In connection with the foregoing, the following is a calculation of the estimated profit of Queens Stars and Satellite Co., assuming that all Residential Units are sold at the prices to tenants in occupancy set forth in Schedule A.

Cash amount of offering assuming 100% sell out of Residential Units to tenants, minus the Capital Reserve Fund	$19,244,474
Total Sales Price	**$19,244,474**
Estimated costs incurred in connection with the conversion for such items as sales commissions, attorney's fees, engineer's fees, printing, advertising, governmental filing fees, and miscellaneous disbursements	$ 2,508,750
Approximate cost of capital expenditures undertaken or to be undertaken by Sponsor	$ 500,000
Approximate amount of fee mortgage to be satisfied by Sponsor	$ 1,735,000
Total Costs	**$ 4,743,750**
Net proceeds to Joint Venture	**$14,500,724**
Distribution to Queens Stars and Satellite Co. (57.5%)	**$ 8,337,916**
Purchase price of leasehold interest in the property	$ 5,800,000
Financing costs	1,000,000
N.Y.S. Real Property Transfer Gains Tax	500,000
Total acquisition and carrying costs	**$ 7,300,000**
Estimated Profit (Excluding additional value of Commercial Units, Professional Units, and Garage/Parking Unit)	**$ 1,037,916**

No representation can be made that all of the Units will be sold at closing or the terms or price at which they may be sold. The purchase price of the Units may be more or less than the amount set forth in Schedule A. The profit to be made by Sponsor in connection with this transaction will vary accordingly, and no representation can be made as to the amount of the profit, if any, to be realized by Sponsor.

REPORTS TO UNIT OWNERS

Each Unit Owner will be entitled to receive, annually, from the Condominium Board copies of the following:

(a) An annual audited financial statement of the Condominium prepared by an independent certified public accountant within three (3) months of the end of each fiscal year of the Condominium.

(b) Prior notice of each annual meeting of Unit Owners.

(c) A copy of the proposed annual budget of the Condominium ten (10) days prior to the date set for implementation of the budget by the Condominium Board.

DOCUMENTS ON FILE

In accordance with § 352-e(9) of the GBL, copies of this Offering Plan and all documents referred to herein and all exhibits submitted to the Department of Law in connection with the filing of this Plan shall be available for inspection and copying by prospective purchasers and by any person who shall have purchased securities offered by this Plan or shall have participated in the offering of such securities at the office of Goldstick, Weinberger, Feldman, Alperstein, Rotenberg, Grossman & Barr, P. C., 261 Madison Avenue, New York, New York 10016, and shall remain available for such inspection without charge and copying at a reasonable charge for a period of six years after the First Closing.

The Sponsor shall deliver to the Condominium Board a copy of all documents filed with the appropriate recording office at the time of the closing of the First Unit.

GENERAL

The Plan does not knowingly omit any material fact or contain any untrue statement of any material fact.

There are no outstanding judgments nor are there any lawsuits, administrative proceedings or other proceedings now pending, the outcome of which may materially affect this Offering, the property, rights of existing tenants, Sponsor's capacity to perform all of its obligations under the Plan, the Condominium or the operation of the Condominium.

In accordance with the law of the State and City of New York, the Sponsor represents that the Sponsor, and the Selling Agent will not discriminate against any person because of his sex, race, creed, color, national origin, ancestry, age, disability or marital status in the sale or lease of any Unit.

As of the date of presentation of this Plan, neither Sponsor nor the Selling Agent nor any of their representatives or agents has raised funds or made any preliminary offering to or binding agreement with tenants, subtenants, or non-resident prospective purchasers with respect to the purchase of Units. Further, the Property has not been the subject of any prior cooperative or condominium offerings.

Sponsor reserves the right, from time to time prior to the First Closing, without obtaining the consent of Purchasers or others (except as provided in the regulations of the Department of Law), to revise the terms and conditions on which the Units offered hereby are to be sold, including changes affecting the rights, obligations and liabilities of Purchasers and Sponsor. All substantive or material revisions will be contained in a duly filed amendment to this Plan. If a material revision adversely affects the rights, obligations or liabilities of then exisiting Purchasers, Purchasers will be given the right to rescind their Purchase Agreements within fifteen (15) days of the presentation date of the amendment and to receive a refund of their down payment (with interest, if any, earned thereon) within thirty (30) days after the presentation of the amendment. However, such rescission as to Purchasers who first became tenants of the Building after the Plan was presented, shall be conditioned on the cancellation of any Interim Lease and surrender of possession of their Units.

No person has been authorized to make any representation which is not expressly contained herein. This Plan may not be changed or modified orally, and no notice need be given prior to the filing of an amendment to this Plan.

SPONSOR'S STATEMENT OF BUILDING CONDITION

Sponsor consulted with Ronald R. Erickson, Licensed Professional Engineer and commissioned a report from him. His report is set forth on the following pages, which report Sponsor adopts in full.

Sponsor represents that Sponsor does not know of any material defects or need for major repairs to the Property except as set forth in the report.

Sponsor also represents that the number of Residential Units offered is identical to the number of apartments stated on the Certificate of Occupancy, that the proposed use of the apartments is the same as the use indicated in the Certificate of Occupancy and that property interests offered, if any, such as roof gardens or basement facilities are provided for in the Certificate of Occupancy, if required.

The Common Elements are offered in "as is" condition as of the date of closing of the first Unit, subject to (a) Sponsor's obligation to maintain the Property until the closing in substantially the same condition and manner as on the date of presentation, (b) reasonable wear and tear and (c) Sponsor's obligation to maintain the Property in accordance with the requirements of law and to cause violations of record to be cured. Each Unit is offered in "as is" condition as of the date of the Purchase Agreement, subject to (a) Sponsor's obligation to maintain the Unit until the closing in substantially the same condition as on the date of execution of the Purchase Agreement, (b) reasonable wear and tear, and (c) Sponsor's obligation to maintain the Unit in accordance with the requirements of law and to cause violations of record to be cured.

Sponsor will maintain the Common Elements in accordance with the requirements of law and prior to the closing of the first Unit or within a reasonable time thereafter, Sponsor will cause to be cured all violations of record as of the closing date of the first Unit. Sponsor will maintain each Unit in accordance with the requirements of law and prior to the closing of each Unit or within a specified reasonable period of time thereafter, Sponsor will cause to be cured all violations of record as of the closing date of each Unit (except violations caused by acts or omissions of tenants in the building in their own Units). Prior to the closing of the first Unit, the Sponsor will eliminate all dangerous or hazardous conditions including but not limited to "C" violations as defined in the New York City Administrative Code, of which Sponsor has reasonable advance notice and will comply with all work orders from mortgagees and insurers. If other violations are to be cured within a reasonable time after the closing of the first Unit, Sponsor will place in escrow an amount determined by a professional engineer or architect to be sufficient to cure the violations.

The Building is not subject to section C26-105.3 of the N.Y.C. Administrative Code.

ADDENDUM TO SPONSOR'S STATEMENT OF BUILDING CONDITION

1. Boiler and Heating System: The two boilers at the property are in proper working order. All pumps have been replaced or overhauled in 1986. Major cleaning is performed on a regular basis.

2. Plumbing: There are no frequent or active leaks in the plumbing system.

3. Roof: There are no active roof leaks. All parapets, copings, and deteriorated mortar have been repaired and sealed. All new flashing has been installed.

4. Exterior Walls: All deteriorated mortar has been repaired. There are no hazardous conditions in the exterior walls, parapets or copings due to deteriorated mortar

5. Electrical System: Electrical System is in proper working order and is adequate for modern useage.

6. Elevators: The Sponsor has contracted with Knudson Elevator Company to completely overhaul and repair the three elevators at the property. The elevator cars will be completely renovated after completion of the mechanical work.

7. Window Frames: All new windows have been installed at the property. Installation completed in February, 1987.

8. Parapets: Parapets have been repaired and sealed. Work was completed in December, 1986.

9. Balconies: All balconies were scraped, cemented and repainted in November, 1986.

ASBESTOS REPORT

Based on the age of the building it should be presumed that asbestos containing material ("ACM") may be located in some portion of the building.

1. Asbestos Statement:

Sponsor shall perform such tests as are necessary to determine whether Asbestos Containing Material (ACM) is present in insulating or fireproofing material anywhere in the building, and shall disclose such results in a duly filed amendment to the Plan no later than May 8, 1987.

2. Asbestos Report:

If ACM is present, sponsor shall have a person who is qualified to render an opinion on asbestos prepare a report on the asbestos in the building(s) (the "asbestos report"). Such asbestos report shall contain at least the following information:

(i) The qualifications of the person preparing the report.

(ii) A detailed inventory of the asbestos in each apartment and in all other areas of the property, including the location, amount of ACM, type and concentration of asbestos in the ACM, and condition; whether the presence of any of the ACM poses an immediate health or safety hazard; which apartments, if any, were not examined and a description of efforts made to gain access to any such apartments.

(iii) Recommendations for handling each and every item of the asbestos inventory, i.e., removal, enclosure, encapsulation, or leaving undisturbed.

(iv) How the recommendations should be implemented, whether apartments must be vacated or whether use of certain rooms will be limited and the projected duration thereof and whether the work must be performed in compliance with the New York City Local Law 76 of 1985 or any other applicable laws.

(v) A recommended protocol for the future handling and maintenance of asbestos which will remain in the building, whether encapsulated, enclosed or left undisturbed.

The asbestos report for this property is contained in Part II of the Plan.

3. Right to Postpone Closings:

Subscribers have the right to delay closings on their individual units until thirty (30) days after the Plan is served.

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PART II

PURCHASE AGREEMENT FOR RESIDENTIAL UNIT
THE PARK REGENT CONDOMINIUM

Date: _____

Purchaser: _____
Unit No. _____ (the "Unit") Common Interest ____%,
Purchase Price $ _____ Down Payment (10% herewith) $ _____
Balance Due $ _____ ("Balance"). Present tenant: ( ) yes ( ) no
Present Mailing Address: _____
Telephone (home) _____ (business) _____

1. **Plan**

Purchaser acknowledges having received and read the Condominium Offering Plan for The Park Regent Condominium (the "Plan") at least three full business days prior to Purchaser signing this Purchase Agreement. The Plan, as amended from time to time, is hereby incorporated in this Purchase Agreement with the same force and effect as if set forth at length (subject only to Purchaser's right to rescind, if any, pursuant to law). In the event of any inconsistency or conflict between the provisions of this Purchase Agreement and those contained in the Plan, the provisions of the Plan shall govern and be binding. All terms used herein shall have the same meaning as in the Plan.

2. **Agreement to Purchase and Sell**

Purchaser agrees to purchase from Sponsor, and Sponsor agrees to sell to Purchaser, the Unit together with its _____% undivided interest in the Common Elements ("Common Interest"), on, and subject to, the terms and conditions set forth herein.

3. **Purchase Price**

A. The purchase price for the Unit (exclusive of closing adjustments and costs) shall be paid to Sponsor, as follows:

(i) The Down Payment is due when Purchaser signs and submits this Purchase Agreement, and is to be paid by Purchaser's personal check, receipt of which (subject to collection) is hereby acknowledged by Sponsor; and

(ii) The Balance is due at the closing and must be paid by Purchaser's unendorsed personal certified check or unendorsed official cashier's check, in either event drawn on a bank that is a member of the New York Clearing House Association.

All checks must be unendorsed and made payable to the direct order of "GWFARG&B Park Regent Special Account".

B. Purchaser's payment of the Balance and acceptance of a deed to the Unit shall constitute Purchaser's recognition that Sponsor has satisfactorily performed those obligations stated in the Plan and this Purchase Agreement to be performed by Sponsor prior to closing. However, nothing herein contained shall excuse Sponsor from performing those obligations (if any) expressly stated herein or in the Plan to be performed subsequent to the closing.

4. **Purchase Monies to be Held in Trust**

The Sponsor will hold, or cause to be held, all monies received by it directly or through its agents, employees or attorneys in a segregated special escrow account pending delivery of the deed (except as set forth below) at Chemical Bank, at 633 Third Avenue, New York, N.Y., entitled "GWFARG&B PARK REGENT SPECIAL ACCOUNT." The funds may be released by signature of the attorney for the Sponsor at the closing (other than attorney who is or has a participating interest in the Sponsor), or prior to the closing if the Purchaser rescinds or defaults or if the Plan is abandoned. The Sponsor is responsible for complying with the escrow and trust fund provisions of General Business Law Section 352-e(2)(b) and Section 352-h. The deposits will *not* be placed in an interest bearing account and will *not* earn interest.

All funds received under this Purchase Agreement will be handled in accordance with Section 352-e(2)(b) and 352-h of the New York General Business Law.

5. **Closing Contingent on Plan Being Declared Effective.**

The respective obligations of Purchaser and Sponsor hereunder are contingent upon the Plan being declared effective.

6. **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 five (5) business days' prior written notice of the new scheduled date and time for closing.

7. **The Deed**

At closing, Sponsor shall deliver to Purchaser a Bargain and Sale Deed with covenants against grantor's acts transferring to Purchaser full ownership (fee simple title) to the Unit. The deed shall be substantially in the form reproduced 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, then to Purchaser's attorney) for recording. After being recorded, the deed shall be returned to Purchaser.

8. **State of Title**

Except as otherwise set forth in Paragraph 10, legal ownership to the Unit shall be transferred to Purchaser at closing subject only to the liens, encumbrances and title conditions ("Permitted Encumbrances") enumerated in Exhibit A to this Agreement. However, any other lien, encumbrance, or condition 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.

9. **Title Company Approval**

Subject to the terms of Paragraphs 8 and 10, Sponsor shall give, and Purchaser shall accept, such title as any title insurance company that is a member of the New York Board of Title Underwriters will approve and insure, provided that the only liens, encumbrances and conditions affecting title shall be the Permitted Encumbrances enumerated in Exhibit A to this Purchase Agreement.

10. **Sponsor's Inability To Convey Title**

In the event that Sponsor is unable to deliver to Purchaser title to the Unit in accordance with the provisons 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 the limits set forth in the Plan to render title insurable, and in such case, if Sponsor notifies Purchaser of its refusal to remedy the defect in title and if Purchaser is not in default hereunder, Purchaser shall have the option to (i) take title subject to such title defect (without any abatement in, or credit against the Purchase Price, or claim or right of action against Sponsor for damages or otherwise) or (ii) terminate this Purchase Agreement. If Purchaser elects to terminate, Sponsor shall cause to be returned to Purchser, within thirty (30) days after receipt of Purchaser's termination notice, all monies deposited hereunder, with the interest (if any) earned thereon. Upon making such refund, this Purchase Agreement shall be null and void and neither party shall have any further rights, obligations, or liabilities with respect to the other hereunder or under the Plan. The foregoing option must be exercised by Purchaser in writing sent to Sponsor within ten (10) days after the giving of Sponsor's notice of refusal to remedy the title defect, failing which it shall be conclusively deemed that Purchaser elected the first option above to acquire title subject to the title defect.

14. **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) Senior citizen exemptions (if any);

(iii) Common Charges for the month in which title closes; and

(iv) rent and other charges, if any, pursuant to a lease for, or tenancy of, the Unit.

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. Purchaser shall reimburse Sponsor for the sum contributed by Sponsor to the Working Capital Fund with respect to the Unit being purchased as described in the section of the Plan entitled "Reserve Fund and Working Capital Fund."

C. 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.

D. 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.

E. 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.

12. **Purchaser's Closing Costs**

At closing, Purchaser will pay certain costs in connection with the purchase of the Unit, in addition to the legal fees of Purchaser's counsel (if any) and the amount of any net credit in favor of Sponsor that may result from the closing apportionments described in the preceding Paragraph. Such closing costs will include the following (the amounts in items (i), (ii), (iii) and (vi) are based on rates in effect on the date of the Plan and are subject to change without prior notice):

(i). If Purchaser elects to obtain fee title insurance, Purchaser will pay a premium to the title company for such insurance, which will vary depending upon the amount of insurance requested. The premium for fee title insurance, will be $290.00 for the first $50,000 of fee insurance plus $4.74 for each $1,000 of additional fee insurance up to $100,00 and $3.80 for each $1,000 of additional fee insurance up to $500,000. Purchaser is permitted to obtain title insurance from any title insurance company. However, Sponsor makes no representation or warranty as to the cost, terms or availability of title insurance other than as made available through the insurance carrier selected by the Sponsor.

(ii) Purchaser will pay a fee for recording the deed and the Unit Owner's Power of Attorney of $10 for each instrument plus $1 per page, together with a service charge to the title company for such recording of approximately $1.00 per instrument.

(iii) If Purchaser obtains a mortgage loan from any lender, Purchaser will pay:

(a) a fee and service charge for recording the mortgage at the same rates given above for recording the deed,

(b) a mortgage recording tax in the amount provided for by law (at the date of this Plan, the tax is 1.5% of the face amount of the mortgage if the mortgage is for less than $500,000 and 1.65% if the mortgage is $500,000 or more of which ¼% will be paid by the lender in the case of institutional lenders); and

(c) (to Sponsor) a sum equal to the partial mortgage tax credit to which Purchaser is entitled under Section 339-ee(2) of the New York Condominium Act.

(d) all other costs and expenses in connection with such loan in amounts determined by the lender.

(iv) A closing fee of $350 to Sponsor's counsel.

(v) If Purchaser does not close on the date designated for the transfer of title to the first Unit, or if Purchaser assigns the Purchase Agreement (which assignment cannot be made without the Sponsor's consent) the Purchaser shall pay to Sponsor's counsel an additional closing fee of $300 for each of these events. If Sponsor offers financing and same is accepted by Purchaser, or if the closing takes place out of the office of the Sponsor's attorney, then in each of these events additional closing costs of $350 for each such event will be incurred by the Purchaser.

(vi) New York City Real Property Transfer Tax (currently 1% of the purchase price for Residential Units) and New York State deed documentary stamps ($2.00 per $500, or fractional portion thereof of the Purchase Price).

13. **Rent Security Deposit**

If Purchaser is or hereafter becomes a tenant of the Unit, 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 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 (with respect to Purchasers of Residential Units only) 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 arrears owing to Sponsor and to commence an action against the tenant to recover additional sums to the extent such rent security is insufficient.

14. **Power of Attorney to Condominium Board 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 a power of attorney substantially in the form set forth in Part II. After being recorded, the power of attorney shall be sent to the Condominium Board.

15. **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.

16. **Default**

Upon the occurrence of an Event of Default, as defined in the Plan, Sponsor's sole right shall be to cancel this Purchase Agreement by sending Purchaser thirty (30) days prior written notice of its intention so to do. If Sponsor elects to cancel, Purchaser shall have thirty (30) days from the giving of the cancellation notice within which Purchaser must cure the specified default. ***Time is of the essence to remedy such default within said thirty (30) day period.*** If the default is not timely cured, then Sponsor shall have the right to retain, as and for liquidated damages, the Down Payment plus the cost of any special work in the Unit ordered by Purchaser, together with any interest earned thereon (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 Purchase Agreement and making such refund (if any) to 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 Purchase Agreement had never been made, and without accounting to Purchaser for the proceeds of such sale.

17. **Appliances and Equipment**

A. At closing, the Unit will contain only those appliances, countertops, cabinets, sinks, vanities, hardware and other fixtures and equipment currently installed therein that are owned by Sponsor.

B. The Unit is being sold unfurnished. Any appliances, furnishings, fixtures, equipment and other personal property owned by any tenant of the Unit are not included in this sale. In addition, furniture, wall coverings, furnishings, decorations and the like in or about any model apartment are for display purposes only and are not included in the sale. Any floor plans or sketches shown to Purchaser are only approximations of the Unit's dimensions and arrangement, and Purchaser should not rely thereon.

C. There will be no modifications or extras unless agreed to in writing by the parties. All modifications, alterations and additions to the Unit must be approved by Sponsor in writing and, if approved, shall be performed by Sponsor at Purchaser's expense (payable in the manner to be set forth in an addendum to this Purchase Agreement or in a separate agreement).

18. **Acceptance of the Condition of the Building and the Unit**

A. The Unit is sold "as is" on the date of this Purchase Agreement subject to reasonable wear and tear and to the Sponsor's obligations under the Plan and law to maintain the Unit.

B. Purchaser shall be given a reasonable opportunity to examine the Unit prior to closing.

19. **Possession; Risk of Loss**

A. Unless Purchaser now occupies the Unit, Purchaser shall not be entitled to possession of the Unit until the deed is delivered to Purchaser at closing unless Purchaser executes an interim lease.

B. If Purchaser is not a tenant on the filing date of the Plan and is given possession of the Unit prior to closing under an interim lease or otherwise, then Purchaser shall be solely responsible for any damage to, or loss or other condition in the Unit resulting from Purchaser's use or occupancy, and Sponsor shall not be obligated to make any repairs to the Unit. However, until closing, Sponsor will remain responsible to make those repairs required of it as 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 Purchaser is not a tenant on the filing date of the Plan, but becomes an interim lessee, then if during Purchaser's occupancy, the Unit is damaged by casualty or otherwise, Purchaser shall assume the risk of loss and the obligation to repair the damage, unless the cause thereof originated outside the

Unit and did not result from the acts of Purchaser, of other occupants of the Unit, or of 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 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 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, and Sponsor shall be entitled to a reasonable period of time to complete or to permit the Condominium Board to complete, such repairs or replacements. Purchaser shall not be required to pay the Balance unless and until (i) the Unit has been substantially repaired as near as is 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 Condominium Board or of other Unit Owners). If such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt turn them over to Sponsor. The provisions of the two preceding sentences shall survive the closing.

E. In the event that 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 Purchase Agreement shall be deemed cancelled and of no further force or effect, and Sponsor shall cause to be returned to Purchaser all sums deposited hereunder, together with interest, if any, earned thereon, 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 16.

20. **Sale Subject to Existing Tenancy**

The following provisions are applicable *only if*, at the time of signing this Purchase Agreement, the Unit is occupied by, or under lease to, one other than Purchaser:

A. Purchaser is purchasing the Unit subject to the rights of the existing tenants or occupants:

(i) if the Unit is a Residential Unit, the tenants and their rights are protected by the rent laws. Consequently, a Purchaser of a Residential Unit of which he is not in possession will obtain title to the Residential Unit subject to (a) the lease for the Unit then in effect (and any renewal of the terms thereof effected after the date of presentation of this Plan but prior to the date on which the executed Purchase Agreement is delivered to Sponsor), (b) any existing occupancy of the Residential Unit, (c) the right of any existing tenant (who has not purchased the Residential Unit) to remain in possession of the Residential Unit in accordance with the rent laws, including his right to a renewal lease, (d) all other rights of any existing tenant under the rent laws.

(ii) if the Unit is a Professional or Commercial Unit, the Unit is sold subject to the rights of the tenant under the existing lease thereof.

Purchaser acknowledges that no representation or statement has been made (and if made, Purchaser knows same are unauthorized and has not relied thereon) as to the length of time that may elapse before Purchaser gains possession of the Unit or that Purchaser, in fact, will obtain possession of the Unit.

B. If after signing this Purchase Agreement the existing residential tenant or occupant timely exercises such tenant's exclusive right to purchase the Unit during the period granted under the Plan or at such later date as may be permitted under applicable law (or an administrative or judicial interpretation thereof), then this Purchase Agreement shall be deemed cancelled and, within thirty (30) days thereafter, all monies deposited hereunder shall be returned to Purchaser, with interest earned thereon, if any. Upon such refund being made, Purchaser, Sponsor, Selling Agent and all other persons involved in the Plan shall be released and discharged of all liabilities and obligations hereunder and under the Plan.

C. Purchaser shall, at closing, deposit with the Managing Agent the sum required of Purchasers of occupied Residential Units as set forth in the Plan in the section entitled "Obligations of Owners of Units Occupied By Non-Purchasing Tenants."

21. **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. 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 Purchase 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 of Purchaser's obligations hereunder by reason of any minor inaccuracy or error. The provisions of this Paragraph 21 shall survive the closing of title.

22. **Notices**

All notices, elections, consents, demands and communications (collectively called "notices" or individually called "notice"), other than notices and documents (including amendments to the Plan) required to be served on Purchasers pursuant to the provisions of the Regulations of the N.Y.S. Department of Law, 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 on the first page of this Agreement and, if sent to Sponsor, addressed to Sponsor in care of Goldstick, Weinberger, Feldman, Alperstein, Rotenberg, Grossman & Barr, P.C., 261 Madison Avenue, New York, N.Y. 10016. Either party may, by written notice to the other, change the address to which notices are to be sent. Unless otherwise provided herein, all notices shall be deemed given when personal delivery is effected or when deposited in any branch, station or depository maintained by the U.S. Postal Service in the City and State of New York, except that a notice of a change of address shall be deemed given when actually received.

23. **No Lien, Agreement Subject to Mortgage**

A. No lien or encumbrance shall arise against the Property or the Unit as a result of this Purchase Agreement or any monies deposited hereunder. This Purchase 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 subparagraph A, Purchaser agrees that the provisions of this Purchase Agreement are, and shall continue to 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.

24. **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.

25. **Joint Purchasers**

The term "Purchaser" shall be read as "Purchasers" if there is more than one purchaser, in which case their obligations shall be joint and several.

26. **Liability of Sponsor**

Sponsor shall be excused from performing any obligation or undertaking provided for in this Purchase 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.

27. **Further Assurances**

Either party shall execute, acknowledge and deliver to the other party such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this Purchase 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.

28. **Severability**

If any provision of this Purchase Agreement or the Plan is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Purchase Agreement or the Plan and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Purchase Agreement or the Plan, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by law.

29. **Waiver of Jury Trial**

Except as prohibited by law, the parties shall, and they hereby do, expressly waive trial by jury in any litigation arising out of, connected with, or relating to this Purchase Agreement or the relationship created hereby. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived.

30. **Captions**

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

31. **Successors and Assigns**

The provisions of this Purchase 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.

32. **No Oral Changes**

This Agreement cannot be changed or 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.

33. **Acceptance of Purchase Agreement**

If Purchaser is *not* an existing tenant in occupancy of a Residential Unit at the Property, the submission of this Purchase Agreement to Sponsor 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 twenty (20) 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 promptly refunded, without 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 Purchase Agreement without cause or explanation to Purchaser. This Purchase Agreement may not be rejected due to Purchaser's sex, race, creed, color, national origin, ancestry, age, disability, marital status or other ground proscribed by law.

IN WITNESS WHEREOF, the parties have executed this Purchase Agreement as of the date first above written.

Sponsor.

Purchaser.

.....*

.....*

By .....
(Title)

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 shown in the survey of the Land made by Becker and Girard dated 11/2/61 and redated 6/18/62 and 4/11/63, and any additional state of facts which a subsequent survey or personal inspection of the Land would show, provided such additional facts would not prevent the use of the Unit for dwelling purposes. The foregoing survey shows: 6 story apartment house.

3. Any state of facts which an accurate survey of the Unit would show, provided such state of facts would not prevent the use of the Unit for dwelling purposes.

4. 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.

5. Consents by Sponsor or any former owner of the Land for the erection of any structure or structures on, under or above any street or streets on which the Land may abut.

6. Easement recorded in _____ and any easement or right of use in favor of any utility company for construction, use, maintenance, repair and replacement of 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.

7. 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).

8. Encroachments of stoops, areas, cellar steps or doors, trim, copings, retaining walls, bay windows, balconies, sidewalk elevators, fences, fire escapes, cornices, foundations, footings, chutes, fuel oil lines, drainage and stand pipes, and similar projections, if any, on, over, or under the Property or the streets or sidewalks abutting the Property and the rights of governmental authorities to require the removal of any such projections and variations between record lines of the Property and retaining walls and the like, if any.

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

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

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

12. 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 (if the Unit is a Residential Unit) or professional (if the Unit is a Professional Unit), or Commercial (if the Unit is a Commercial Unit or the Garage/Parking Unit) purposes.

13. Any recorded covenant, restriction, reservation, agreement, assessment or encumbrance against the Property other than a mortgage or other lien for the payment of money, which does not prevent the use of the Unit for dwelling purposes.

14. Any lease covering, or tenancy or occupancy of, the Unit and the rights of such tenant(s) and occupant(s), if any, under the rent laws or other applicable law.

15. Any violations against the Property (other than the Unit) which are the obligation of the Condominium Board or another Unit Owner to correct.

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

TP-581 (8/84)

New York State Department of TAXATION and FINANCE

New York State
REAL PROPERTY TRANSFER GAINS TAX

Questionnaire

TRANSFEREE

For Departmental Use Only

NOTE: See Instructions (TP-581-I), Section B before completing this form.

Please Print	Name	Social Security Number
(Transferee)	Address / Zip Code	Federal Employer Identification Number
	Name	Social Security Number
(Transferor)	Address / Zip Code	Federal Employer Identification Number

- Type of Interest to be Acquired *(Check Applicable Box)*
  - ☐ Fee ☐ Leasehold Grant ☐ Leasehold Assignment or Surrender ☐ Stock in Co-op
  - ☐ Option Grant ☐ Option Assignment or Surrender ☐ Development Right
  - ☐ Controlling Interest ☐ Contract Assignment ☐ Other *(attach explanation)*
- Date of Anticipated Transfer _____ (Day / Month / Year)
- Percentage of Interest to be Acquired _____ %

LOCATION OF PROPERTY TO BE TRANSFERRED (List each lot separately)

Address	County

COMPLETE LINES 1, 2 AND 3

1	Consideration to be Paid to Transferor By Transferee	1
2	Brokerage Fees to be Paid by Transferee to Transferor	2
3	Brokerage Fees to be Paid by Transferee to Broker	3

AFFIDAVIT OF TRANSFEREE

I swear (or affirm) under penalty of perjury that this questionnaire including the accompanying schedules or statements has been examined by me and is to the best of my knowledge and belief, a true and complete return, made in good faith, pursuant to Article 31-B of the New York State Tax Law.

Sworn to and subscribed to before me this _____ day of _____, 19 ____

Name(s) of Transferee(s)

Signature(s) of owner(s), partner, officer of corporation, etc.

Signature of officer administering oath

Title

PURCHASER'S AFFIDAVIT OF INTENTION TO RESIDE

(To be executed by non-tenant Purchasers of Residential Units)

The undersigned, being duly sworn, deposes and says:

1. I am the purchaser of Unit _____ in The Park Regent Condominium.

2. I will/will not personally occupy the Unit as my residence.

3. If I do not intend to personally occupy the Unit, I represent that I intend that the Unit will be occupied by the following member(s) of my immediate family: _____.

4. I have/have not represented with respect to other cooperative or condominium offerings that I or a member of my immediate family intends to occupy an apartment or Unit. (If yes, list the addresses of the properties to which such Subscription or Purchase Agreements pertain: ___ _____).

.....
Purchaser

Sworn to before me this
day of _____, 19___

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EXHIBIT E TO THE DECLARATION OF THE PARK REGENT CONDOMINIUM

UNIT OWNER'S POWER OF ATTORNEY

All 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 both as The Park Regent Condominium and by the street number 41-25 Kissena Boulevard, Flushing, New York, under Article 9-B of the Real Property Law of the State of New York, dated _____, 19__, and recorded in the Queens County office of the Register of the City of New York on _____, 19__, in Reel _____, at page _____ (hereinafter referred to as *"Declaration"*), or (b) in the By-Laws of The Park Regent 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 _____.
(having an office) (residing)* at _____.
the owner of the Condominium Unit (hereinafter referred to the *"Undersigned's Unit"*) known as (Residential Unit No. ____)* at the Park Regent Condominium, said Unit being designated and described as (Residential Unit No. ____)* in the Declaration and also designated as Tax Lot ____ in Block 5044 of Section 25 of the Borough of Queens on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans, (does) (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 an interest, with power of substitution, in their own names, as members of the Condominium Board or in the name of their designee (corporate or otherwise), on behalf of all Unit Owners, in accordance with the Unit Owners' 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 to surrender the same pursuant to the term 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 constitue the acts of said attorneys-in-fact.

The undersigned (does) (do)* hereby irrevocably nominate, constitute and appoint Flushing Estates Associates, or its designee, successor, or assignee, acting through any of its officers (hereinafter referred

* Delete whichever is inapplicable.

to as *"Declarant"*) as attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, to amend from time to time said declaration, By-Laws and the Rules and Regulations of the said Condominium, or any of said documents, when such amendment (1) shall be required to reflect any changes in Unsold Units and/or the reapportionment of the Common Interests of the affected Unsold Units resulting therefrom made by Declarant or its designees in accordance with Article 12 of the Declaration or (2) shall be required by (a) an Institutional Lender designated by Declarant to make a mortgage loan secured by a mortgage on any Unit, (b) any governmental agency having regulatory jurisdiction over the Condominium, or (c) any title insurance company selected by Declarant to insure title to any Unit, provided, however, that any amendment made pursuant to the terms of subdivision (1) or (2) of this paragraph shall not (i) change the Common Interest of the Undersigned's Unit, (ii) require a material, physical modification to the Undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an Institutional Lender covering the Undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) or the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment. The terms, convenants and conditions contained in, and the powers granted pursuant to, this paragraph shall remain in full force and effect until such time as the Declarant or its designees shall cease to own any of the Residential, Professional, Commercial or Garage/Parking Units in The Park Regent Condominium.

IN WITNESS WHEREOF, the undersigned (has) (have)* executed this Unit Owner's Power of Attorney as of the ___ day of _____, 19___.

.....

(SEAL)

.....

* Delete whichever is inapplicable.

STATE OF NEW YORK }
COUNTY OF } ss.:

On this ____ day of _____, 19____, before me personally came _____ _____, to me known and known to me to be the individual(s) described in and who executed the within instrument, and (he) (she) (they) thereupon acknowledged that (he) (she) (they) executed the same.

.....
Notary Public

STATE OF NEW YORK }
COUNTY OF } ss.:

On this ____ day of _____, 19____, before me personally came _____ _____, to me known and known to me to be the individual who executed the foregoing instrument, who being by me duly sworn, did depose and say that (s)he is one of the (general) partners of _____, a partnership; that (s)he executed the foregoing instrument in the name of such partnership; that (s)he had the authority to so execute the same; and the (s)he did duly acknowledge to me that (s)he executed the same as the act and deed of the said partnership for the uses and purposes therein mentioned.

.....
Notary Public

STATE OF NEW YORK }
COUNTY OF } ss.:

On the ____ day of _____, 19____, before me personally came _____ _____, to me known, who being by me duly sworn, did depose and say that (s)he resides at No. _____, that (s)he is the _____ of _____, the corporation described in and which executed the foregoing instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that (s)he signed (his) (her) name thereto by like order.

.....
Notary Public

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FORM OF RESIDENTIAL UNIT DEED

THIS INDENTURE, made the ___ day of _____ 19___, by and between Four Suns Flushing Joint Venture, a New York Joint Venture having an office % Mark Greenberg Real Estate Co., Inc., 8 Haven Avenue, Port Washington, New York 11050 (hereinafter referred to as the *"Grantor"*) and _____ _____ (having an office) (residing) at _____ _____ (hereinafter referred to as the *"Grantee"*).

WITNESSETH:

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, and the heirs or successors and assigns of the Grantee, forever:

The Condominium Unit (hereinafter referred to as the "Unit") known as (Residential Unit No. ___) in the building (hereinafter referred to as the "Building") known as The Park Regent and by the street number 41-25 Kissena Boulevard, Borough of Queens, County of Queens and State of New York, said Unit being designated and described as (Residential Unit No. ___) in a certain declaration dated _____, 19___, made by Grantor 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 "Land") upon which the Building is situate (which Land is more particularly described in Exhibit A annexed hereto and made a part hereof), which declaration was recorded in the Queens County office of the Register of The City of New York on _____, 19___, in Reel _____, page ___ (and has been amended as set forth on Exhibit B annexed hereto and by this reference made a part hereof) (which declaration and amendments thereto are hereinafter collectively referred to as the "Declaration"). This Unit is also designated as Tax Lot ___ in Block 5044 of Section 25 of the Borough of Queens 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 Ronald R. Erickson, of the firm Fan, Rongved and Erickson, on _____, 19___, and filed with the Real Property Assessment Department of the City of New York on _____, 19___, as Condominium Plan No. ___ and also filed in the City Register's Office on _____, 19___;

Together with an undivided ___% interest in the Common Elements (as such term is defined in the Declaration);

Together with the appurtenances and all the estate and rights of the Grantor in and to the Unit;

Together with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-Laws of The Park Regent Condominium, as the same may be amended from time to time (hereinafter referred to as the "By-Laws"), all of which shall constitute covenants running with the Land and shall bind any person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein;

Subject also to such other liens, agreements, covenants, easements, restrictions, consents and other matters of record as pertain to the Unit, to the Land and/or to the Building (which Land and Building are 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 or 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 or 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 Condominium 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 only.

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 the improvements at the Property and will apply the same first to the payment of the cost of such improvements before using any part of the same for any other purposes.

The Grantee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

If the Grantor is a corporation, this conveyance is made in the regular course of business actually conducted by the Grantor.

The term "Grantee" shall be read as "Grantee" 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.

FOUR SUNS FLUSHING JOINT VENTURE

By:

By: .....

By:

By: .....

.....
Grantee

.....
Grantee

STATE OF NEW YORK }
COUNTY OF } ss.:

On this ____ day of _____, 19___, before me came _____ _____, who being by me duly sworn, did depose and say that he resides at _____, that he is the _____ of _____, the corporation described in and which executed the foregoing instrument as a general partner of _____; that he knows the seal of said corporation; that the seal affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

.....
Notary Public

STATE OF NEW YORK }
COUNTY OF } ss.:

On this ____ day of _____, 19___, before me came _____ _____, who being by me duly sworn, did depose and say that he resides at _____, that he is the _____ of _____, the corporation described in and which executed the foregoing instrument as a general partner of _____; that he knows the seal of said corporation; that the seal affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

.....
Notary Public

STATE OF NEW YORK }
COUNTY OF } ss.:

On this ____ day of _____, 19___, before me personally came _____ _____, to me known and known to be the individual(s) described in and who executed the within instrument, and (he) (she) (they) thereupon acknowledged that (he) (she) (they) executed the same.

.....
Notary Public

STATE OF NEW YORK }
COUNTY OF } ss.:

On this ____ day of _____, 19___, before me personally came _____ _____, to me known and known to me to be the individual who executed the foregoing instrument, who being by me duly sworn, did depose and say that (s)he is one of the (general) partners of _____, a partnership; that (s)he executed the foregoing instrument in the name of such partnership; that (s)he had the authority to so execute the same; and that (s)he did duly acknowledge to me that (s)he executed the same as the act and deed of the said partnership for the uses and purposes therein mentioned.

.....
Notary Public

STATE OF NEW YORK }
COUNTY OF } ss.:

On this ____ day of _____, 19___, before me personally came _____ _____, to me known, who being by me duly sworn, did depose and say that (s)he resides at No. _____, that (s)he is the _____ of _____, the corporation described in and which executed the foregoing instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that (s)he signed (his) (her) name thereto by like order.

.....
Notary Public

EXHIBIT A

Description of the Land

ALL that certain plot, piece, or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Queens, City and State of New York, bounded and described as follows:

PARCEL "A"

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough and County of Queens, City and State of New York bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of 41st Ave. with the northeasterly side of Kissena Boulevard, running thence SOUTHEASTERLY along the northeasterly side of Kissena Boulevard, 463.84 feet to the corner formed by the intersection of the northerly side of Kissena Boulevard with the northwesterly side of Barclay Avenue 200 feet thence NORTHEASTERLY along the northwesterly side of Barclay Avenue 200 feet; thence NORTHWESTERLY at right angles to the last described course; 80.55 feet; thence NORTHEASTERLY at right angles to the last described course, 20 feet; thence NORTHEASTERLY along a line forming an interior angle of 128 degrees, 46 minutes, 51.5 seconds with the last described course, 5 feet; thence WESTERLY at right angles to the last described course, 0.65 feet; thence NORTHERLY at right angles to the last described course, 10 feet; thence EASTERLY at right angles to the last described course, 1.03 feet; thence NORTHERLY at right angles to the last described course, 100 feet to the southerly side of 41st Avenue; thence WESTERLY along the southerly side of 41st Avenue, 411.95 feet to the point or place of beginning.

PARCEL "B"

ALL that certain lot, piece or parcel of land, situate, lying and being in the Borough and County of Queens, City and State of New York, known and designated on the Tax Assessment Map of the City of New York, for the Borough of Queens, as the same was on December 12, 1955, as and by the following lot and block numbers: Section 25; Block 5044; Lot 176.

Said premises being known as 41-25 Kissena Boulevard, Flushing, New York.

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AFFIDAVIT OF ASSIGNEE OF RESIDENTIAL UNIT

STATE OF NEW YORK }
COUNTY OF } ss.:

_____ being duly sworn, deposes and says:

1. I am the Assignee of the Purchase Agreement of _____, tenant in occupancy of Residential Unit ___ (the "Unit") in premises 41-25 Kissena Boulevard, Flushing, New York.

2. I was not procured by the Sponsor.

*3. I intend personally to occupy the Unit as my own residence.

*4. The member of my immediate family who will occupy the Unit is _____.

.....
Purchaser

.....
Second Purchaser (if more than one)

Sworn to before me this
__ day of _____, 19__

.....
Notary Public

* Strike out where inapplicable.

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DESCRIPTION OF PROPERTY AND BUILDING CONDITION

41-25 KISSENA BOULEVARD

QUEENS, NEW YORK

INSPECTION REPORT

Prepared by:

FAN, RONGVED AND ERICKSON
33 East 33rd Street
New York, New York 10016

BY _____
Ronald R. Erickson

Date: May 5, 1986



41-25 KISSENA BOULEVARD

INSPECTION REPORT

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PREPARED BY: FAN, RONGVED AND ERICKSON AND ITS STAFF
IN COMPLIANCE WITH SECTION 19.1(o) (3)
OF PART 19 OF THE NEW YORK STATE ATTORNEY
GENERAL'S OFFICE REGULATION

1. PREFACE

This report was prepared for the Sponsor for inclusion in an offering plan for conversion of the subject Property to condominium ownership. I hereby authorize reproduction of this report for that purpose exclusively. Reproduction for any other purpose is not authorized.

The intent is to provide a description of the materials, finishes, equipment and structure which comprise this building, as outlined in the guidelines of the office of the Attorney General of the State of New York.

The contents of this Report are based on:

a) An inspection of the existing records and applications on file with the Department of Buildings of the City of New York which were made available for review;

b) A visual inspection of some, but not all areas of the building, including the cellar, vestibule, lobby, public halls, roof bulkheads, exterior walls, yards and courts, some but not all apartments, and related equipment contained therein:

c) Information on open violations on record provided by the governing New York City agencies:

d) Information provided by the Sponsor and/or his representatives.

Inspections were made on February 24,25,26, March 3,4,5,6,7, 8,9,10 and April 7,1986 and the conditions described then existed. Visual examination was made of a sufficiently large representative sampling of the spaces and equipment as deemed necessary in my professional opinion; but not, unless otherwise stated herein, any tests or penetrations into walls, ceilings floors, etc. or removal of any structural or mechanical elements.

Except as noted in this Report, no representation is made as to the condition or legality of the various elements of the building. This report is not to be construed as a guarantee or warranty. it is not intended or prepared for the purpose of fixing a value to the property or as an opinion as to the advisability or inadvisability to purchase condominium units being offered pursuant to the Sponsor's offering plan.

Unauthorized reproduction or alteration of this Report or any part thereof, without the express written permission of the undersigned, is a violation of the New York State Law and is prohibited. Except as indicated herein, no part of this document may be reproduced or utilized in any form or by any means, electronic or mechanical, including photo-copying, recording or by any information retrieval system, without permission in writing.

2. LOCATION AND USE

ADDRESS:	41-25 Kissena Boulevard, Queens
Block No.:	5044 Lot No: 1
Zoning No.:	R7-1, C1-2
Permissible Use:	Residential/Commercial

3. STATUS OF CONSTRUCTION

New Building No.	3525
Year Built	1960
Certificate of Occupancy	No. Q188437
Class of Occupancy	Class A, Multiple Dwelling
Class of Construction:	Class III, Non-Fireproof
Alterations:	Descriptions tabulated herein.

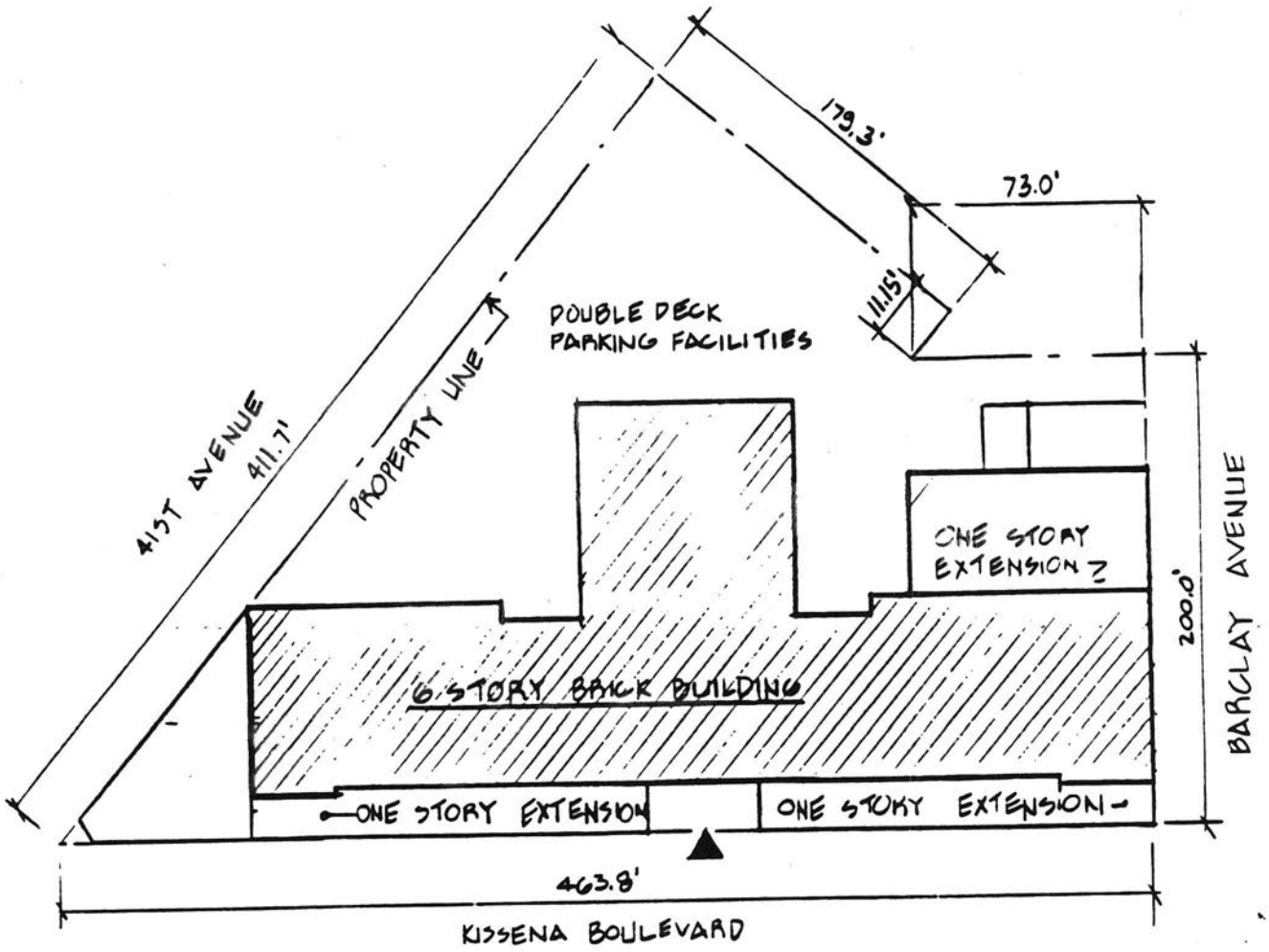
4. SITE

The property is located on the North side of Kissena Boulevard, on the corner of 41st Street and Kissena Boulevard in the Borough of Queens, City of New York. It is bounded on the east by Barclay Avenue, on the west by 41st street, on the south by Kissena Boulevard, and on the north by the lot of the adjoining residential building.

The site is irregular, in shape, measuring 463'-10 on the front facing Kissena Boulevard by 411'-9 3/4" on the north facing 41st street, by 179'-4" on the east facing the lot line, by 11'-1/2" on the south facing the lot line by 200'-0 on the south east facing Barclay Avenue for a total area of approximately 91,600 square feet. The 6 story Residential-Commercial building covers approximately 51,500 square feet or 56.2% of the area of the lot at sub-cellar level. Map and Plot plan are shown on the following sheets.


FLUSHING AIRPORT
Flushing
Shea Stadium
FLUSHING MEADOW PARK
Botanical Gardens
Flushing Hospital
Parsons Hospital
Library
Police Sta
Fire Sta
YMCA
Armory
Bowne House
Murray Hill Sta
Flushing High Sch
Leavitts Park
Athletic Field
Playground
Park
Creek
Mill
LONG
Library
TRANSIT
Sta
N
41-25 KISSENA BLVD
APT. BLDG.
SCALE
0
2000
4000
6000 ft.

AREA MAP



SITE PLAN
NOT TO SCALE

5. STREETS AND WALKS

KISSENA BOULEVARD

Kissena Boulevard is a two way public street with a dividing line between west bound and east bound traffic lanes; one lane of parking and two lanes of traffic in each direction. One hour meter parking is permitted on east side at all times between 10 AM and 10 PM except Sundays. No parking is permitted on east side at all times between 7 AM and 10 AM except Sundays.

The street is paved with asphalt and is in generally fair condition. Sidewalks are concrete with steel edge. The sidewalk adjoining the building is approximately 15' 2" wide and is in fair to good condition.

41st Street

41st Street is a public street one-way east bound with a single line of traffic and one parking lane on each side. One hour meter parking is permitted on the north side between 9 AM and 10 PM except Sundays. No parking is permitted on the north side between 8 AM and 9 AM except Sundays. One hour meter parking is permitted on the south side at all times between 9 AM and 7 PM except Sundays. No parking is permitted on the south side between 8 AM and 9 AM except Sundays.

The street is paved with asphalt and is in generally fair condition. Sidewalks are concrete with concrete curbs with steel edge. The sidewalk adjoining the building is approximately 15'-2" wide and is in good condition.

Barclay Avenue

Barclay Avenue is a public street one-way north-east bound with a single lane of traffic and one parking lane on each side. Two hour meter parking is permitted on both sides at all times between 9 AM and 7 PM except Sundays. No parking is permitted on both sides between 8 AM and 9 AM except Sundays.
The street is paved with asphalt and is in generally fair condition. Sidewalks are concrete with concrete curbs with steel edge. The sidewalk adjoining the building is approximately 10' 6" wide and is in good condition.

Drives

Off-street municipal parking by meter exists on the property under lease to the City of New York. There is also an enclosed parking garage. The parking and facilities will be sold as a commercial unit upon conversion of the subject property.

Ramps

There is no service ramp at this property.

6. TRANSIT

The Flushing subway line of the New York City Transit Authority is nearby, having its main street station for the #7 one block north of the property. In addition, the Port Washington line of the Long Island Rail Road has its Flushing stop diagonally across from the subject property. MTA buses run along Kissena Boulevard. Bus stops are on Kissena Boulevard between 41st Avenue and Barclay Avenue north of Kissena Boulevard for uptown service, south of Kissena Boulevard for downtown service.

7. STREET FACILITIES

U.S. Mailbox

The nearest mailbox is located on the north east corner intersection of Kissena Boulevard and 41st Avenue directly in front of this building.

Fire Hydrant

The nearest fire hydrant is on the north side of Kissena Boulevard and on the west side of Barclay Avenue, and on the south side of 41st Street. All three are directly adjoining this property.

Fire Alarm

There is one fire alarm at the north east corner intersection of Kissena Boulevard and 41st Avenue directly in front of the north west corner of this property.

8. UTILITIES

Water

Water service is supplied to this property from cast iron New York water mains. The water enters through the water room located in sub-sub cellar near the south-west portion of the building from where it is distributed to the individual apartments. There are no water meters. Charges are based on the building frontage and will become a common charge upon conversion.

Sanitary Sewer

Drainage is by heavy cast iron piping which is discharged by gravity through the traps into the New York City combined storm and sanitary sewer system.

Storm Drainage

Storm water is collected in the roof drains and discharged by gravity into the New York City combined storm and sanitary sewer system.

Gas

Gas service is supplied by Consolidated Edison Company of New York. It enters through the cellar into gas meter areas, from which it is distributed to individual apartments and stores. Tenants are individually metered for this service.

Electric

Electric service is supplied by Consolidated Edison Company of New York and enters into the main electrical switch panels serving the entire building. Service entrance is on the south side of the building on Kissena Boulevard. Tenants are individually metered for electric service.

Telephone

Telephone service is provided by the New York Telephone Company. Tenants individually subscribe for this service.

Street Lighting

Streets are illuminated by standard high intensity lights mounted on metal poles, provided by the City of New York.

Public Telephone

The nearest outside public telephones are located on the north-west corner intersection of Kissena Boulevard and Barclay Avenue, and on the south side of Kissena Boulevard directly across from this building.

9. SUB-SOIL CONDITIONS

There are no records on file with the New York City Building Department, Borough of Queens indicating the allowable bearing capacity of soil. The original new building application indicates that the foundations were to be placed on earth.

No major signs of distress were observed in the building at the time of our inspection which would be attributable to adverse sub-soil conditions, such as settlement of foundations, cracking in exterior walls, movement or shifting of the building, ground-water infiltration or seepage. From information available there is no evidence of flooding due to water table in area or overlow of other bodies of water.

10. LANDSCAPING ENCLOSURES

Landscaping is limited to the main entrance yard of the subject building. The landscaping consists of four (4) planters, one (1) on each side of the entrance yard and two (2) middle planters, one adjoining the residential curtain wall and the second in the middle of the yard.

All four (4) planters are bounded by brick laid in a running bond. Coping is stone butt joined. Brick work is in fair condition.

11. BUILDING SIZE

The subject building has six (6) stories of residential space plus cellar, sub cellar and sub-sub cellar floor levels. The cellar level consists of professional office space, the sub-cellar level consists of vestibule, main lobby, municipal parking, and stores fronting on Kissena Boulevard; the sub-sub cellar level contains the boiler room, laundry room, storage, and automobile garage. The upper floors 1-6 contain the following numbers of units:

1st. Floor	34 units
2nd	34
3rd	34
4th	34
5th	34
6th	34

It should be noted that the floor level referred to as "sub-cellar" is actually at grade. The sub-sub-cellar floor is one (1) level below grade.

These names are used in this report to agree with the legal Certificate of Occupancy.

The overall building size at the sub-sub cellar level is approximately 79,000 ft.^{2} The residential commercial area at sub-cellar level is nominally 51,500 ft.^{2} The residential area for upper floors 1-6 is nominally 32,088.5 square feet.

The highest point the building measured from the average level grade elevation at street curb is about 90'-0" as determined from the records on file with Building Department.

Ceiling height at sub-cellar floor lobby is 9'-6"
Ceiling height at cellar floor level is 8'-6"
Ceiling height at upper floors 1-6 at public halls is 8'5"

There are three (3) roof bulkheads two (2) contain the public stairwells, and one (1) contain the elevator machinery for the passenger elevator.

Heights of parapets walls are nominally 3'9".

12. STRUCTURAL SYSTEM

The building is built of non fire-proof construction as defined by the New York City Building Code.

Floor slab at first floor level appears to be short-span reinforced concrete "arch" type. First floor girders are steel.

Building Department records available for inspection are limited, and it is not possible to provide a complete definition of the structure where concealed within the building finishes.

Public hall floor construction is of incombustible materials and apartment finished floors are wood. Structural support of apartment floors is combustible. Public hallway partitions are incombustible, plaster on masonry.

13. EXTERIOR OF BUILDING

The subject building is "Tee" in shape, having three (3) wings joined to a central core. The west wing is located west from the central core to 41st Avenue, the east wing is from the central core to Barclay Avenue, and the north wing is north of the central core into the Municipal Parking area.

North Wing

The North wing is supported by free standing columns at the sub cellar level, over a vehicular drive. The residential and professional lobbies can be reached from entrances located directly beneath this wing. The ceiling and column enclosures in this area have been cement plastered, and were cracked in some portions. They require patching and caulking.

The steel lintel which supports the brickwork of the north wing at the sub cellar level is in need of scraping and painting.

East and West Wings

Exterior wall construction above the sub cellar level is common brick laid in a running bond with a header every sixth course.

Along the Barclay Avenue elevation, the wall of the commercial market at the sub cellar level is spalling and in need of repair.

In general, exterior walls are in fair condition and are only in need of minor repairs, such as tuck pointing where mortar joints are deteriorated, and cement parging where present parge coat is spalling.

Kissena Boulevard Elevation

Kissena Boulevard Elevation, at the sub cellar level facade is store front construction. The main entrances to the building have three (3) semi-freestanding open columns encased in granite and marble. Above this level all exposed portions of the wall consist of common brick laid in a running bond with a header every sixth course.

There are also six (6) lines of terraces on this elevation serving floors 1-6. The terraces are concrete slab supported by metal tube columns and by this building itself.

The store fronts and brick work along Kissena Boulevard are in fair condition.

Windows

Windows on floors 1-6 are double hung frame and sash, single glazed, generally a pair of three (3) over three (3) units. Window frames at apartments are wood, the sills are precast concrete, and the lintels above the windows are steel. Frames are in poor to fair condition, especially at upper floors, and are in need of painting, and pointing sills.

Windows at the cellar level (professional units) are generally a pair of double hung frame and sash, single glazed, two over two units. The pair is separated by a single glazed glass panel. The windows are all set in aluminum frames, with stone sills, and steel lintels.

14. PARAPET WALLS

The parapets extend up to 3'-9" above all roof levels, and are constructed of common brick in a running bond with a header every sixth course. The parapets are generally 1'-0" wide.

Main Roof

Parapets facing north, west, and east have been capped with butt jointed vitreous coping. Parapets facing south (Kissena Boulevard) have been capped with precast concrete at the east and west sides and capped with aluminum along the central section.

The parapet facing Kissena Boulevard has been cement parged, and is deteriorating. Extensive. Patching is required.

Commercial Roofs

There are four (4) commercial roof levels, and the parapets are generally the same, 3'-9' high and 1'-0" wide. The parapets have been capped with precast concrete on these levels.

In general, all parapets are in fair condition. Patching work is needed where cement parging is deteriorating on the main roof, and some of the coping joints require caulking.

15. CHIMNEY AND CAPS

There is one (1) chimney on the main roof and it services the boiler room. Construction is of common brick similar to the exterior walls. The chimney and chimney cap are in fair condition. Chimney cap needs to be re-set.

16. BALCONIES & TERRACES

There are six (6) lines of terraces at the subject building, located on the south elevation (Kissena Boulevard). Terrace floor construction is concrete slab, supported by three (3) metal tube columns, and the building itself. Columns are in need of scraping and painting.

The terraces are enclosed on the south, west, and east by a metal railing and on the north by this building. The terraces that are shared by two (2) apartment units are separated by a synthetic partition.

Location (Line)	Floors Serviced
M	1-6
N,R	1-6
S,T	1-6
TT,SS	1-6
RR,NN	1-6
MM	1-6

17. EXTERIOR ENTRANCES

The entrance yard on Kissena Boulevard provides access to the main entrance of the residential units and the main entrance of the professional units. The lobbies to the residential units and the professional units each have two (2) egresses, one adjoining the Kissena Boulevard entrance yard and the second directly adjoining the public parking lot area at the rear of the building.

The Kissena Boulevard entrance doors to the residential and professional vestibules each consist of two (2) glass doors, set in aluminum, framed on each side by a single glaze glass panel, also set in aluminum. There is a transom above each set of doors, a single glaze glass panel above the professional doors, and adjustable glass louvers above the residential entrance.

The entrance doors at the rear of the building are a pair of single glaze glass doors set in aluminum frames. The professional entrance consists solely of these doors. The residential entrance consists of the doors, plus a panel of adjustable glass louvers adjacent to a fixed single glaze glass panel.

The door locks are a one cylinder type.

18. SERVICE ENTRANCE

The main entrance and the rear entrance to the lobby are used for deliveries and servicemen. Heavy or bulk deliveries can be made through the parking area.

19. ROOF AND ROOF STRUCTURES

The subject building has five (5) roof levels, one is the main roof directly above the sixth floor residential space, the second is the roof directly above the west wing commercial unit, the third is the roof directly above the east wing commercial unit, the fourth is the roof directly above the southeast portion of commercial market, and the fifth is the roof directly above the north east portion of commercial market.

Main Roof

The main roof of the building is generally flat, having a top sheet of mineral surfaced roll-up roofing, and is in fair condition. The roof slopes in to seven (7) floor drains which carry the run-off through the building into the underground combined storm water and sewage line.

The main roof contains forty-four (44) 4-inch diameter cast iron vent stocks. There are forty (40) metal construction exhaust fans manufactured by Greenheck Fan and Ventilator Co. All vents and fans are in fair condition.

The roof is reached from the four (4) public corridors through metal clad doors in metal frames.

West Wing Commercial Roof

The roof above the west wing commercial units is generally flat, having a top sheet of mineral surfaced roll-up roofing. It is reached through the windows adjoining the professional units at the cellar level. There are three (3) floor drains, one (1) fan ventilator, and one (1) vent pipe. The roof is in fair condition.

East Wing Commercial Roof

The roof above the east wing commercial units is generally flat, having a top sheet of mineral surfaced roll-up roofing. It is reached through the windows adjoining the professional units at the cellar level. There are two (2) floor drains, one (1) fan ventilator, and one (1) vent pipe. The roof is in fair condition.

South East Commercial Roof

The roof above the south east portion of the commercial market is generally flat, having a top sheet of mineral surfaced roll-up roofing. It is reached through the windows adjoining the first floor residential units . There are two (2) floor drains, one (1) fan ventilator, and one (1) vent pipe. The roof is in fair condition.

North East Commercial Roof

The roof above the north east portion of the commercial market is generally flat, having a top sheet of mineral surfaced roll-up roofing. It is reached through the windows adjoining the first floor residential units. There are two (2) floor drains, one (1) fan ventilator, and one (1) vent pipe. The roof is in fair condition.

Leaders

There are seven (7) wall mounted metal leaders which service the bulkhead roofs. They carry run-off from bulkhead onto main main roof where it is carried into floor drains.

Bulkheads

There are three (3) bulkheads at the subject building, all are located on the main roof. One servicesthe west stairwell, the second services the east stairwell, and the third is the central tower which services the two (2) adjoining central stairwells.

The bulkheads are common brick laid in a running bond. The doors leading to roof are kalomein in a metal frame.

The bulkheads appear in satisfactory condition.

There are no skylights on the roofs.

There are no water tanks on the roofs.

20. FIRE ESCAPES

The building is served by sixteen (16) fire escapes.

There are six (6) on the south elevation (Kissena Boulevard) three (3) on the the north elevation of the west wing, three (3) on the north elevation of the east wing, two (2) on the west and two (2) on the east elevations of the north wing.

Fire escapes serving residential floors 1-6 are of painted iron, having cantilevered balconies out from the building walls without brackets. Fire escapes serving the cellar level (professional units) have bracketed iron balconies. All fire escape balconies are open slats; stairways are open risers, drop ladders extend to ground except fire escapes serving lines, M, N, R, S. T U, UU, TT, SS, RR, NN, MM, KK, LL, which extend to the one (1) story extension then to ground.

All fire escapes are generally in satisfactory conditions.

The locations, apartment lines served, extent of travel, and drop ladders for each fire escape are provided on the following chart.

Elevation	Line of Units	Floors Serviced	Drop Ladder
South	M, N	1-6	To Commercial Roof
South	R, S	1-6	To Commercial Roof
South	T, U	1-6	To Commercial Roof
South	UU, TT	1-6	To Commercial Roof
South	SS, RR	1-6	To Commercial Roof
South	NN, MM	1-6	To Commercial Roof
West	A, B	1-R	To Rear Parking Lot
West	C, D, E	1-R	To Rear Parking Lot
East	AA, BB	1-R	To Rear Parking Lot
East	CC, DD, EE	1-R	To Rear Parking Lot
North (West Side)	L, K	1-R	To Rear Parking Lot
North (West Side)	J, H	1-R	To Rear Parking Lot
North (West Side)	G, F	1-R	To Rear Parking Lot
North (East Side)	FF, GG	1-R	To Rear Parking Lot
North (East Side)	HH, JJ	1-R	To Commercial Roof
North (East Side)	KK, LL	1-R	To Commercial Roof

21. YARDS AND COURTS

The entrance yard to the subject building is located at the Kissena Boulevard elevation. It is paved with concrete and has four (4) planters for landscaping. The entrance yard provides access to the residential and professional entrances.

22. INTERIOR SPACES

Residential Vestibule

The residential vestibule is entered from the entrance yard of the building on Kissena Boulevard and provides access to the residential lobby. The floor and base are terrazzo, walls are marble in a stack bond. Ceiling is painted plaster.

There are two (2) wall recessed radiators with metal covers in the vestibule. The covers are in poor condition. There is an intercom board and there is one dual electrical oulet. The lighting is provided by two (2) ceiling mounted incandescent fixtures and recessed ceiling fluorescent fixtures.

Residential Lobby

The residential lobby is entered from two (2) locations: the residential vestibule and the exterior entrance from the parking lot. The residential lobby is separated from its vestibule by a pair of single glazed aluminium doors, framed by a single galzed fixed panel on each side. Running above the doors are adjustable glass louvers.

The lobby has 4 single glazed fixed panel windows facing the entrance yard. There are two (2) floor radiators adjoining the window sills. There is another wall radiator with a metal cover located near the elevators and egress to parking lot. There is an electric closet adjoining the lobby containing two (2) heat timers with control the temperature for all corridors.

The lobby ceiling is 9'-7" in height, the floor is terrazzo with a terrazzo base. The walls and ceiling are plaster.

Illumination of the lobby is by seventeen (17) ceiling mounted incandescent fixtures, one (1) ceiling mounted fluorescent fixtures, two (2) wall mounted incandescent fixtures; and from natural light entering thru the curtain wall adjoining Kissena Boulevard.

Residential Mail Facilities

Tenant mail facilities are located in an alcove at the north end of lobby, adjacent to egress doors leading to parking lot. Mail boxes are metal and are recessed into wall. There are 204 mailbox units.

Walls and ceiling are painted plaster, floors and base are terrazzo.

Professional Vestibule

The professional vestibule is generally the same as the residential vestibule. The walls and ceiling are painted plaster, floor and base is terrazzo.

Lighting is provided by two (2) ceiling mounted incandescent fixtures and recessed ceiling fluorescent fixtures. There are two (2) wall recessed radiators with metal covers and there is one duplex electrical socket.

The vestibule is entered from the entrance yard and provides access to the professional lobby.

Professional Lobby

The professional lobby is entered from two (2) location: the professional vestibule and the exterior entrance leading to the parking lot. The lobby provides access to the professional level elevator and stairs.

The lobby is separated from its vestibule by a pair of single glazed fixed doors, with a single glazed fixed panel on each side and a glass transom above the door. The lobby has a terrazzo floor and base, and plaster walls and ceiling.

There are two (2) radiators enclosed in metal frames. There are two (2) dual electrical outlets. There are thirteen (13) ceiling mounted recessed covered incandescent fixtures.

Residential Stairways

There are four (4) stairways serving the residential levels at the subject buildings, one (1) serving the west wing, one (1) serving the east wing, and two (2) in scissors style at the central tower. The central scissors staircase serves the lobby and residential floors 1 thru roof. The east and west staircases serve the residential floors 1 thru roof and exit on to the exterior of the building at ground level adjoining the parking area.

The stairways are of steel pan construction with concrete tread and steel risers. Stringers are metal. For the east and west staircases there are wood handrails on each side, wall mounted on the outside and supported by metal newels on the inside. For the central scissors staircase there is one wall mounted wood handrail.

The lighting for the central staircase is provided by one (1) ceiling mounted incandescent at each landing and one over each door to hallway. The lighting for the east and west stairwells is provided by a wall mounted incandescent at each landing and floor level.

Professional Stairways

There are three (3) stairways serving the sub-cellar and cellar level at the subject building, one (1) located at the west wing, one located at central corridor, and one (1) located at the end of the east corridor. The stairways located at east and west ends are fire egresses only, they lead directly from cellar level to the parking lot area. The central stairway services the professional lobby to the professional floor.

Stairways are of steel pan construction, with concrete treads and metal toeing. The lighting is provided by one (1) wall and one (1) ceiling mounted incandescent. There is a wall mounted wood handrail on each side and doors are metal clad wood in a metal frame with a glass with safety wire window in each. The egress doors are the same and are equipped with a panic bar.

Interior Door and Frames

Apartment entrance doors are kalomein with pressed steel frames. The doors are heavy gauge metal and have the appearance of one hour rated doors. Doors are fitted with peep holes.

Doors in the cellar leading to the different service areas and to yards are metal clad in metl clad frames.

Doors inside apartments are wood.

Apartments

Apartment living rooms, bedrooms, dining room and foyers have hardwood parquet or hardwood strip floors and wood bases. Walls and ceilings are painted plaster.

Kitchen floors are generally resilient. Bases are wood. Walls and ceilings are plaster. Sinks are freestanding set-in cabinet type, porcelain on steel tops and metal cabinets below. Other base cabinets and wall cabinets above sink are wood. Kitchen appliances are of various manufacturers, the majority of which are Westinghouse refrigerators, and Caloric 4-burner gas ranges with a single oven.

Each unit is furnished with one (1) wall mounted General Electric air conditioner located either in the living room or bedroom, and is serviced with one15AMP outlet.

Apartment lighting is by incandescent fixtures mounted in the ceiling of most foyers, bedrooms and dining areas. There are fluorescent and incandescent fixtures in kitchens and bathrooms. Tenants use supplementary room lighting by their own floor or table lamps plugged into convenient outlets.

Bathrooms have ceramic tile floors and wainscots. Walls and ceilings are plaster Bathroom fixtures include enamel on iron tubs, vitreous china lavatories, and vitreous china water closets (flushometer type)

Note: Ceilings in rooms such as living and bed rooms in most units have some degree of plaster damage, due directly from moisture penetration from the immediate area surrounding the adjoining windows, and direct water seepage from the base board heaters directly above.

Service Areas

The building services are located at the sub-sub cellar level, which has access from the enclosed vehicle garage and the parking area, both located on the north side of the building, and from the professional and residential elevators.

Floors and ceilings are concrete. Walls are concrete block laid in a running bond. Lighting is by incandescent bare bulbs and ceiling mounted fluorescent fixtures.

The boiler room is located in the central area of the sub-sub cellar. It is entered through a kalomein door set in a metal frame. Access is down nine (9) open metal risers with a metal angle iron railing. There is a second means of egress up an open stair run consisting of fourteen (14) open metal risers with a metal angle iron railing on each side.

Floors and ceilings of the boiler room are concrete. Walls are concrete and concrete block. Lighting is by eleven (11) incandescent bare bulbs and four (4) ceiling hung fluorescents.

The boiler room is protected by a working sump pump. The pump motor is energized by a float switch that turns on with rising water. As the pump empties the sump to a pre-determined level, the float switch turns the pump motor off. At the time of inspection there was no evidence of water infiltration, i.e., no dampness, standing water, discoloration or stains or efflorescence in the boiler room.

23. ELEVATORS

There are three (3) Curtis passenger elevators in the subject building. Two (2) service the sub-sub cellar level, the sub cellar level (residential lobby), and the residential unit levels 1 thru 6. The third services the professional units at the cellar level, the professional lobby at the sub cellar level, and the sub-sub cellar level.

The elevator operation is by automatic push button, direct connection electric worm and gear, "V" groove traction type.

The elevator machine room for all three (3) elevators is located in the central tower roof bulkhead. It is reached from the roof up a flight of stairs consisting of seven (7) open steel risers with a metal angle iron railing on each side.

The elevator machine room has a concrete floor and ceiling, and walls are of common brick laid in a running bond.

Lighting is provided by six (6) ceiling mounted incandescent bare bulbs and from two (2) pivot metal windows.

The elevator dirve motors, located in elevator machine room manufactured by "Imperial" and are rated 208V, 60HZ, 24.5 AMPS, 1020 RPM, nd 7.5 HP. Each elevator is protected by a disconnect switch panel, 3-phase, 4 wire, fused with three (3) 60 amp plug fuses.

At the time of inspection, the elevators were in poor to fair condition with braking and stop adjustments required.

24. ELEVATOR CABS

The passenger elevator cabs have a posted capacity of 2000 lbs. each. The cabs have vinyl composition tile floor and painted metal ceiling with recessed fans and convex mirrors. Walls are formica on metal. Fans were inoperable at time of inspection.

The passenger elevators have single sliding doors. Illumination is by ceiling recessed fluorescent fixtures.

The two (2) adjoining residential elevators have side hinged emergency escape doors.

25. AUXILIARY FACILITIES

Laundry Rooms

There is one (1) laundry facility in the building, located in north wing at the sub-sub cellar level. The floor is of vinyl comosition tiles, the ceiling is concrete, and the walls are clay blocks laid in a running bond. There is one (1) floor drain. Illumination is from three (3) sets of ceiling hung fluorescent fixtures. The door is Kalomein in a metal frame, it is in poor condition. There is a fan in the wall above the door lintel.

The laundry facility contains ten (10) commercial washers (manufacturer: Whirlpool) and six (6) commercial gas dryers (manufacturer not listed) with air vents. They are serviced by Fisher Service.

Refuse Disposal

The system for refuse disposal is a single compactor, manufacturer not listed. The compactor is located in the Compactor Room the sub-sub cellar level. Floor and ceiling are concrete. Walls are concrete and concrete block. There are three (3) sprinkler heads in the compactor. Room and one (1) sprinkler head in the compactor chute. The compactor was in working condition at the time of the inspection. There are refuse closets and chutes at each floor.

There is a side walk elevator that is used to transport compacted garbage from the Compactor Room to the sidewalk at rear of building, where it is collected.

The sidewalk elevator has a capacity of 1000 pounds and was last inspected 3/26/86.

26. PLUMBING AND DRAINAGE

Water

Water service is supplied to this Property from a New York City water main located in the bed of Kissena Boulevard. The water enters through sub sub cellar where it is distributed to the individual apartments. There are no water meters. Charges are based on the building frontage and will become a common charge upon conversion.

The domestic water piping is galvanized metal for cold water and brass for hot water, where exposed. Piping at apartments is reported to be brass by the building management.

Water Storage Tank

There is one (1) exposed domestic cold water storage tank located in the boiler room (capacity unknown). The water tank is serviced by one water pump. (manufacturer unknown)

Fire Protection System

The fire protection system is limited to sprinkler heads in compactor room and compactor chute, and one (1) stand pipe located in the central staircase.

There are also four (4) exterior siamese connection. One is located in entrance yard adjoining lobby curtain wall, and two (2) along the commercial property wall on Barclay Avenue, and one (1) facing 41st Avenue.

Sanitary Sewer

Drainage is by cast iron piping which is discharged by gravity through the house trap into the New York City combined storm and sanitary sewer system. Waste piping is exposed in the Cellar and appears in satisfactory condition.

Storm Drainage

Storm water is collected n the roof drains and discharged by gravity into the New York City combined storm and sanitary sewer system.

27. HEATING

The building heating system is one-pipe steam, gravity return type. Apartment heating is suplied by baseboard heaters in a metal cover.

Heat is supplied by two (2) Pacific low pressure steam boilers, Model #75 L 1.

The system fires #6 oil with an A.O. Smith Corp. combustion oil burner, for each boiler, Model No. PA213P2N1, Serial #1-61.

Firing rate 90gph. Heat is controlled by one (1) "Fuel Watchman" weather control for each boiler which cycles the burner according to changes in outdoor temperature with a time to start and stop heating at pre-determined settings. The boilers and burners are both about twenty-five (25) years old. Domestic hot water is supplied by a submerged coil arrangement in the boilers, and tempered to consumption temperature in a mixing valve.

There is one (1) small steam boiler in the boiler in the boiler room for use by the commercial dry cleaner.

Oil is stored in a 30,000 gallon capacity tank located in a room south west of boiler room. Metering is by a petrometer gauge mounted on wall at base of entrance stairs.

28. GAS

Gas service is supplied by the Consolidated Edison Company of New York. It enters through the south east elevation of this building at sub-sub cellar level, where it is distributed to individual apartments.

29. AIR CONDITIONING

There is no central mechanical air conditioning system in the building. Residential units are provided with one (1) thru wall inserted air conditioner, included in the tenant rental fee. Power for air conditioning units is tenant's meter.

30. VENTILATION

All living rooms, bedrooms, bedrooms/dining rooms are ventilated by operable fenestration. The sub-sub cellar corridor, bathrooms and some not all kitchens are mechanically ventilated.

The boiler room is ventilated by natural draft thru windows to the areaway adjoining the public parking lot area.

Ceiling space between roof level and 6th floor ceiling is vented with wall louvers.

31. ELECTRICAL SYSTEM

The main electrical service enters the midsection of the building at sub-sub cellar level. It enters into seven (7) main electrical disconnect switch panels and various subsidiary panels. Six (6) panels service all of the residential units, and one (1) panel services the common elements of the building such as the Boiler Room, Compactor, Laundry Room, and house lighting. Commercial units and professional units are separately metered.

The six (6) electrical panels serving the residential units each consist of three (3) phase four (4) wire disconnect switches. Service is 208 volts. The disconnect switch panels each consist as follows:

Four (4) are fused with 3-400 amp plug fuses and two (2) fused with 3-600 amp plug fuses. Distribution for the residential units consist of two (2) circuit breakers for each unit. Each riser is protected by 2-40 amp circuits.

The residential units are each protected by various amperage. All units were observed to have circuit breakers fused with sixty-five (65) amp. circuits (total capacity).

The main electrical panel serving the common elements of the building consist of 3 phase 4 wire disconnect switch panel fused with 3-400 amp plug fuses.

The common elements of the building are protected by three (3) 3 phase 4 wire disconnect switch panels. Each panel is fused with 3-100 amp plug fuses.

The service panel for the building elevators consist of three (3) phase 4 wire disconnect switch panel fused with 3-200 amp plug fuses.

Each elevator motar is protected by 3 phase 4 wire disconnect switch panel fused with 3-60 amp plug fuses.

The compactor is protected by 3-phase 4-wire disconnect switch panel fused with 3-30 amp plug fuses.

The boilers are each protected by 3-phase 4-wire disconnect switch panels fused with 3-60 amp plug fuses.

Intercommunication

The building is equipped with an intercom system for cross talk between the individual apartment and residential vestibule. It incorporates the buzzer actuator for remote unlocking the inner vestibule doors. At the time of inspection the buzzer system was in working condition, and the intercom worked.

32. TELEVISION RECEPTION FACILITIES

There is no master antenna for the building. There are three (3) antennas on roof.

33. PUBLIC AREA LIGHTING

The main entrances are illuminated by eight (8) recessed incandescent fixtures ceiling mounted above the entrance ways and lobby curtain wall. The entrance yard is illuminated by three (3) pairs of hign intensity spotlights, wall mounted.

The residential and professional vestibules are each illuminated by two (2) ceiling mounted incandescents, and ceiling recessed fluorescent fixtures.

The residential lobby is illuminated by nineteen (19) incandescents fixtures, one (1) surface mounted fluorescent fixture, and a number of ceiling recessed fluorescent fixtures.

Public corridors 1 thru 6 are illuminated by twenty-seven (27) ceiling mounted fluorescent fixtures, nine (9) service the north wing, nine (9) service the east wing and nine (9) service the west wing.

The professional lobby is illuminated by thirteen (13) ceiling mounted recessed incandescent fixtures.

The cellar areas are illuminated by incandescent/fluorescent lighting fixtures.

34. GARAGES AND PARKING FACILITIES

There are two (2) types of parking facilities to accommodate the subject premises. One is the Public Parking area, at grade level, and the second is the enclosed garage facility, for residential usage, located directly beneath the Public Parking area.

Public Parking Facility

The Public Parking area has a capacity of 91 vehicles and is licensed by the City of New York (License #368248). It can be reached from 41st Avenue at the southwest of the Parking lot, and from the residential and professional lobbies.

The parking area is paved with asphalt that is in poor to fair condition. Patching is required in some areas.

Illumination is by ten (10) pole mounted and fourteen (14) wall mounted high intensity spotlights.

The Public Parking lot is services by eight (8) catch basins. In a few locations there is a condition of standing water after rain, which may be corrected by re-paving.

Note: The Barclay Avenue entrance to this parking area has been closed up with chain fencing.

Residential Garage Facility

The garage has a capacity of 106 vehicles and is licensed by the City of New York (License #368242). Access to the garage is through a remote control door which is entered from the public parking lot area, and from two (2) interior doors leading from the building at sub-sub cellar level. Also by two (2) exterior egress doors leading to the parking area.

The garage door is constructed of wood and mounted on metal runners. It is 7'-0" high and 15'-0" wide. The door appears to be in satisfactory condition.

The two (2) exterior egress doors are metal clad in a metal frame. One is located adjacent to the garage door, and the other is located at the north west corner of the property.

The two (2) interior door is leading to the garage from the sub-sub cellar level are hollow metal doors set in metal frames. The first is at the south east corner of the garage and is reached by six (6) open metal risers with a metal angle iron railing. The second is along the north east wall adjoining the parking area and is reached by three (3) concrete risers.

The garage is paved with asphalt and is in satisfactory condition. Walls and ceilings are concrete.

The garage is serviced by four (4) fan heaters, and three (3) exhaust fans. At the time of our inspection none of the exhaust fans were in operational condition. This may result in a HAZARDOUS condition, and must be corrected.

Illumination of the garage is by approximately one hundred and fifty (150) ceiling hung fluorescent fixtures.

The garage is serviced by six (6) catch basins.

35. RECREATIONAL FACILITIES

There are no recreational facilities on this property.

36. PERMITS AND CERTIFICATES

City of New York - Department of Buildings - None posted

Last Inspection of Passenger Elevator 3/26/86
Service Elevator 3/26/86

Certificate of Boiler Inspection - None posted

Certificate of Inspection for Low Pressure Steam Boiler - None posted

Department of Environmental Protection
Air Resources

Certificate of Operation for Boiler None posted

Fire Department

Fuel Oil Tank None posted

City of New York - H.P.D.

Certificate of Inspection Visits None posted

37. INSULATION

Insulation is exposed to view in only a few locations in the building, such as the boiler room, laundry room, building services, and other unfinished spaces in the cellar. The actual insulating material on pipes and boilers is jacketed with protective coverings holding the insulation in place. It is not possible to determine the nature of the insulating materials, since the commonly used types like asbestos, vermiculite, perlite and cementitous materials look much the same, and a laboratory analysis to determine chemical composition is beyond the scope of this report. Based on the age of the building, it should be assumed that much of the insulation throughout the building is asbestos, including where cocealed pipe chases, walls, ceilings and floors, which is the usual case. At various locations deteriorated insulations was observed, presumed to be asbestos on such items such as, the two (2) boilers, vents servicing the boilers, hot water and steam piping serving the residential and commercial units. Some flaking was observed in the piping insulation in the course of our inspection in areas such as, the boiler room, laundry

and building services at cellar level. When asbestos insulation is disturbed, it readily loses its cohesion, becomes friable, and is hazardous. Accordingly, removal and disposal of insulation should only be done by licensed specialists, in accordance with federal E.P.A., state and local regulations.

38. VIOLATIONS

A search was made for violations on file with the following New York City Borough of Queens.

Open violations recorded against the Property.

Building Department
Housing Maintenance Department
Rent and Housing Maintenance-Emergency Repairs
Fire Department
Department of Air Resources
Water Department
Highway Department
Open violations are shown on the following pages

Division Of Air Resources
120 Wall Street
New York City 10005

Samuel Stempler, PE
Assistant Commissioner

Department of Environmental Protection
The City of New York
Joseph I. McGough Jr., Commissioner

TELEPHONE
248-8535

Air Resources

Abstracters Information Service Inc.
125-10 Queens Boulevard
Kew Gardens, New York 11415

Date: [illegible]

Title No: [illegible]

Premises: [illegible]

County: Q

Gentlemen:

A search of our files shows the following record on the above premises:

_____ 1. A Certificate of Operation not issued for Application of file _____.

_____ 2. A Certificate of Operation must be procured.

_____ 3. A valid Certificate of Operation for fuel burning equipment is on file. This may not cover all equipment at premises. See number 6.

_____ 4. A valid Certificate of Operation for refuse burning equipment is on file. This may not cover all equipment at premises. See number 6.

__✓__ 5. No record for this premises.

__X__ 6. Local Law 49/1971 requires a current operating certificate for all residual burning equipment, coal burning equipment. If such equipment, although unknown to us, exists it is automatically in violation of the law. This applies regardless of the information provided above.

_____ 7. Triennial Renewal of Certificate of Operation required _____.

_____ 8. Misc. _____

_____

FIRE DEPARTMENT · THE CITY OF NEW YORK

BUREAU OF FIRE PREVENTION
ROOM 439, 250 LIVINGSTON STREET
BROOKLYN, N.Y. 11201-5884

RECORD SEARCH REQUEST

MAIL TO:

ABSTRACTERS INFORMATION SERVICE
125-10 QUEENS BOULEVARD · Suite 322
KEW GARDENS, N.Y. 11415

CHECKED BY:

SEARCH NO. 38613

TITLE NO. 410-ATT 91

The undersigned requests the following information re: Premises

41-25 Kissena Blvd (ADDRESS) Q (BOROUGH)

☑ 1. Record of existing Fire Department Violations — FEE: $10.00

☐ 2. Record of Permit for — FEE: $10.00

☐ 3. Other — FEE: $10.00

TOTAL FEE: $ 10.00

State applicants interest in or relation to premises:

(THE CITY OF NEW YORK IS NOT BEING SUED, NOR IS THERE ANY INTENTION TO SUE THE CITY OF NEW YORK)

ABSTRACTERS INFORMATION SERVICE

SIGNED

DATE 2-14-86

DO NOT WRITE BELOW THIS LINE

Gentlemen:

In reply to your request concerning the premises mentioned above, please be advised that as of 9 A.M., FEB 19 1986 our records show the following:

VIOLATION # D 199482 iss 7/18/55

SEARCHED BY: BJ

Chief of Fire Prevention

VIOLATIONS RECORDED ABOVE ARE ONLY THOSE WHICH ARE A MATTER OF RECORD IN HEADQUARTERS OF THE BUREAU OF FIRE PREVENTION, AND MAY NOT INCLUDE VIOLATIONS ISSUED BY LOCAL UNITS.

CITY OF NEW YORK

FIRE DEPARTMENT

DIVISION OF FIRE PREVENTION

A-10 (11/83)

Bar 52

VIOLATION ORDER

D 199482

Finishing

To 41-25 Kissena Blvd Qns — R H II Manufacturing Inc

ADDRESS — NAME OF OWNER, LESSEE, OCCUPANT, ETC.

6F — C. If. — C11747

ROOM NO. OR FLOOR — TYPE OF OCCUPANCY — ACCOUNT NO.

Sir: An inspection this date of the above premises indicates the existence of the following violations under the enforcement jurisdiction of this Department. You are hereby directed to correct such violations by compliance with the following order:

STANDARD ORDER FORM NO.	ITEM NO.	
1	1	Discontinue the storage of combustible materials in the storage room without fire protection furnitures, mathesses cardboard wood etc, etc Ch. 19 161.0 Admn Code. locate at the basement.

If this order has not been complied with, in 2 days of the issuance date, A SUMMONS will be served for violation of Chapter 19 of the Administrative Code of the City of New York.

Joseph E. Spinnato
Fire Commissioner

This is to certify that I have made an inspection of said premises and have issued the above order to:

NAME OF PERSON WHO RECEIVED THIS ORDER

INSPECTOR — DATE — UNIT

For information, inspection or dismissal contact inspection unit.

Unit Address _____ Unit Telephone _____

F-36

The City of New York

DEPARTMENT OF HEALTH
65 WORTH ST., NEW YORK, N.Y. 10013 Box No. 66
Telephone: 334-7704

Bureau For General Operations
Martin B. Kurtz, Director

FAN, RENGZED ERICKSON
33 E. 33rd St.
N.Y. N.Y. 10016

Date: 2-14-86
Title # 410-AH-91
Receipt # OH #

Block: Lot:

Premises: 41-25 KISSENA Blvd

QKB

This is to notify you that a search of our records at this time disclosed the following violations:

Bureau For General Operations:

Bureau For Pest Control:

NO RECORD OF VIOLATIONS

Very truly yours,

M. Kurtz/DD
Director
Bureau For General Operations

NOTE: ***The inspection of multiple dwellings is currently the responsibility of the Department of Rent and Housing Maintenance.***

Date: 2-14-86

Department of Highways
40 Worth Street
New York, N.Y.

Dear Sirs:

Please indicate below if there are any outstanding Department of Highway violations against the premises shown below and attach copies of same.

Enclosed please find a check for to cover search fee.

Yours truly,

Abstracters' Info. Service

NEW YORK CITY DEPARTMENT OF TRANSPORTATION
BUREAU OF HIGHWAY OPERATIONS

TITLE NO. 410-ATT91 Date 2/24/86

Premises 41-25 Kissena Blvd Block 5044 Lot 1

A Search of the records of the Department of Highways indicates the following:

X There are no violations as per search date 2/24/86

_____ See violation(s) 1. _____

2. _____

3. _____

☐ Other _____

Receipt No. 10504 Amount $ 10.00

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EMERGENCY REPAIRS

Company: FAN RONBERG & ERICKSON 33 EAST 33 ST N.Y., N.Y. 10016 Date: 02/20/86

Title No. 410-ATT91 County:

Premises: 41-25 KISSENA BLVD

THIS SECTION FOR OFFICE USE ONLY

The search of the last printed lien book reveals the following emergency repair money due.

Date: 10/25/85

Amount: -0-

The result of the work-in-progress search reveals that:

☒ No Emergency Repairs have been given out at the above-captioned premises subsequent to the above lien date.

☐ The following Emergency Repairs have been given out at the above-captioned premises and are not posted in the last printed lien book.

Date of P.O.	P.O. #	Description

Date of Search 02/14/86 Signature

VIOLATION SEARCH

PREMISES: 41-25 KISSENA BLVD DATE: 02/26/86

COUNTY: QUEENS TITLE NO.: 410-ATT91

BUILDING DEPT. – A Search of the Building Department Records indicate the following violations. copies and/or an abstract of the violations, if any, are attached.

NO VIOLATIONS AS PER SEARCH DATED 02/18/86

OFFICE OF RENT AND HOUSING MAINTENANCE – A Search of the Housing Department Records indicate the following violations. Copies and/or an abstract of the violations, if any, are attached.

SEE ATTACHED FOR PENDING VIOLATIONS AS PER SEARCH DATED 02/26/86

CLASSIFICATION:

____ PRIVATE DWELLING

__X__ MULTIPLE DWELLING–NO. OF APTS. 204

CLASSIFIED AS HEREAFTER ERECTED-CLASS A

____ COMMERCIAL PROPERTY

____ NOT A MULTIPLE DWELLING

EMERGENCY REPAIR MONEY DUE ON THIS BUILDING	
DATE	AMOUNT
10/25/85	NONE

LAST INSPECTION DATED 01/08/86

IMPORTANT NOTICE ABOUT SEARCH INFORMATION ABOVE

ABSTRACTERS INFORMATION SERVICE INC. DOES HEREBY CERTIFY THAT THE RECORDS OF THE ABOVE GOVERNMENTAL AGENCIES WERE EXAMINED AND THAT THE INFORMATION RECORDED ABOVE IS A TRUE AND ACCURATE ABSTRACTION OF THE INFORMATION CONTAINED THEREIN.

THIS REPORT IS SUBMITTED FOR INFORMATION PURPOSES ONLY. LIABILITY IS LIMITED TO ERRORS AND OMISSIONS OF INFORMATION PROPERLY INDEXED, FILED AND RECORDED WITH THE ABOVE GOVERNMENTAL AGENCIES. -39-

THIS SEARCH DOES NOT INCLUDE OTHER AGENCIES VIOLATIONS.

DATE	INITIALS	BADGE NO
12/15	CB	3323

LIST OF PENDING VIOLATIONS
THE CITY OF NEW YORK
Department of Housing Preservation and Development
Office of Rent and Housing Maintenance

CE-CS-EC A
LST PUB PT MISP

PAGE 1

PREMISES	BORO	AREA	BLOCK	LOT	CLASS	REG. NO.	DATE ISSUED
41-05 41-41 KISSENA BOULEVARD	QNS	312	05044	0001	A281	420393	NOV 16, 1965

PRESENT STATUS OF PREMISES	LAST INSPECTED	STYS	APTS	B ROOMS	OTHER	CHS
AWAITING DISMISSAL REQUEST	12-17-85	006	0264	0000		7

NAME AND ADDRESS OF AGENT
EFFICA
PERMAN
41-25 KISSENA BOULEVARD
FLUSHING, N.Y. 11355

TYPE OF INSPECTION	REASON
Reinsp #6	Mail Compl. Insp.

DATE REPORTED	STY	INSP REPT 1ST	INSP REPT 2ND	ITEM	ORDER	SECTION OR COMPLAINT NO.	VIOLATION DESCRIPTION
							*** PUBLIC PARTS INSPECTION CORRECTED ***
8-29-79	NN			A	551		NOTE- THIS BUILDING REFERRED TO RENT CONTROL VIA PACKAGE LISTING DATED 8/29/79 - INCLUDING ALL EXISTING ITEMS. ISSUED -9-4-79 REV REI 09/2 /85
4-30-79				SC	530		02e-10.01, 10.05 ADM CODE APPEARANCE AND MAKE SELF- CLOSING THE DOORS PROPER DOORS IN COMPACTOR CLOSETS AT PUBLIC HALL ALL STYS.
LATE CERTIFIED					U		ISSUED 05/31/79 REV REI 05/20/85
4-14-76	BA			12A	552		02e-11.01, 11.03, 11.05 ADM CODE REMOVE THE ACCUMULATION OF REFUSE AND/OR PLUMBING AND MAINTAIN IN A CLEAN CONDITION THE INCINERATOR CLOSETS ALL STYS # 11.
FALSE CERTIFIED					A		ISSUED 05/13/76 REV REI 05/20/85
4-26-77	CA			15S	530		02e-10.01, 10.05 ADM CODE APPEARANCE AND MAKE SELF- CLOSING DOORS PROPER DOORS IN COMPACTOR CLOSETS AT IT.
FALSE CERTIFIED					U		ISSUED 05/31/79

DISMISSED

ADDITIONAL VIOLATIONS HAVE BEEN REPORTED AS A RESULT OF A RECENT INSPECTION AND ARE BEING PROCESSED.

PRIMC HOUSE NO	STREET CODE	SC-S-DIST		
0041-05	52350	0413	P 12 CC 7 1	PAGE 2 CONTINUED ON

AN ASTERISK (*) FOLLOWING AN ORDER NUMBER DENOTES A RENT IMPAIRING VIOLATION.
(ABSTRACT OF SECTION 302A, MULTIPLE DWELLING LAW. "A FIRE HAZARD OR A SERIOUS THREAT TO LIFE, HEALTH AND SAFETY OF OCCUPANTS. IF UNCORRECTED SIX (6) MONTHS AFTER THE ISSUANCE OF VIOLATION NOTICE, THE OWNER MAY NOT RECOVER RENT").

◇ PRV. RPT. (PREVIOUS REPORT): EXPLANATION OF PREVIOUS REPORT SYMBOLS

1-9 NO ACCESS
D DEFECT LETTER ISSUED
E PREVIOUSLY RECOMMENDED TO COURT
N NOT COMPLIED WITH
P VIOLATION PREVIOUSLY REPORTED
V VIOLATION REPORTED
W WAIVED TO SUPERVISOR

OWNERSHIP:

THE OWNER OF EVERY MULTIPLE DWELLING WHETHER INDIVIDUAL OR CORPORATION MUST FILE A REGISTRATION STATEMENT WITH THIS DEPARTMENT (Sec. D26-41.03, Admin. Code).

WHENEVER OWNERSHIP OF A MULTIPLE DWELLING IS TRANSFERRED OR SOLD, THE FORMER OWNER SHALL FILE WITH THIS DEPARTMENT WITHIN FIVE (5) DAYS A WRITTEN STATEMENT CONTAINING THE NAME AND RESIDENCE AND BUSINESS ADDRESS OF THE NEW OWNER (Sec. D26-41.05).

DATE	INITIALS	BADGE NO

LIST OF PENDING VIOLATIONS
— THE CITY OF NEW YORK —
Department of Housing Preservation and Development
Office of Rent and Housing Maintenance

03-09-80 A

PAGE 2

PREMISES	BORO	AREA	BLOCK	LOT	CLASS	REG. NO.	DATE ISSUED
41-09 41-41 KISSENA BOULEVARD	QNS	312	05044	0001	A883	420393	NOV 18, 1980

PRESENT STATUS OF PREMISES	LAST INSPECTED	STYS	APTS	B ROOMS	OTHER	CHG
AWAITING DISMISSAL REQUEST	10-07-80	006	0204	0000		7

TYPE OF INSPECTION	REASON

NAME AND ADDRESS OF: AGENT
EFFECD
PERPAP
41-09 KISSENA BOULEVARD
FLUSHING, N.Y. 11355

DATE REPORTED	STY	PREV RPT 1ST	PREV RPT 2ND	ITEM	ORDER	SECTION OR COMPLAINT NO.	VIOLATION DESCRIPTION
8-01-77	02			161	525 A	026-10.01 ACP CCCE REPAIR CCCR & STY PLR FAIL TO FIRE STAIR RCFTR R13U 149. ISSUED 08/22/77 PRV RPT 05/20/80	
10-12-79	05			294	516 A	02e-10.01 ACM CCCE REPAIR THE BROKEN OR DEFECTIVE PLASTERED SURFACES AND PAINT IN A UNIFORM COLOR CLG HALLWAY 5 STY ART 54. ISSUED 12/24/79 PRV RPT 05/20/80	
10-12-79	05			297	556 A	026-12.01 ACP CCCE PAINT WITH LIGHT COLORED PAINT TO THE SATISFACTION OF THIS DEPARTMENT WALL ENTRANCE FLOOR 5 STY ART 54. ISSUED 12/24/79 PRV RPT 05/20/80	
2-06-80	FR	—	—	261	506 B	026-10.01 ACP CCCE REPLACE WITH NEW THE MISSING DAMAGED PANS & COVERS FLOOR THROUGH. ISSUED 03/17/80 PRV RPT 05/20/80	
6-03-80	06			305	504 B	026-10.0[illegible] DISMISSED [illegible] THE BROKEN OF DEFECTIVE [illegible] NORTH SECTION [illegible] ISSUED 06/23/80 PRV RPT 06/03/80	

PREMISE HOUSE NO	STREET CODE	SEQ SHEET			PAGE 1
0041-09	02350	0413		00 07	CONTINUED ON

AN ASTERISK (*) FOLLOWING AN ORDER NUMBER DENOTES A RENT IMPAIRING VIOLATION.
(ABSTRACT OF SECTION 308A, MULTIPLE DWELLING LAW. "A FIRE HAZARD OR A SERIOUS THREAT TO LIFE, HEALTH AND SAFETY OF OCCUPANTS, IF UNCORRECTED SIX (6) MONTHS AFTER THE ISSUANCE OF VIOLATION NOTICE, THE OWNER MAY NOT RECOVER RENT").

◇ PRV. RPT. (PREVIOUS REPORT): EXPLANATION OF PREVIOUS REPORT SYMBOLS

1-9 NO ACCESS
D DEFECT LETTER ISSUED
E PREVIOUSLY RECOMMENDED TO COURT
N NOT COMPLIED WITH
P VIOLATION PREVIOUSLY REPORTED
V VIOLATION REPORTED
W WAIVED TO SUPERVISOR

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DATE	INITIALS	BADGE NO

LIST OF PENDING VIOLATIONS
THE CITY OF NEW YORK
Department of Housing Preservation and Development
Office of Rent and Housing Maintenance

03-09-80 A
LIST RUN BY INSP

PAGE 3

PREMISES	BORO	AREA	BLOCK	LOT	CLASS	REG. NO.	DATE ISSUED
41-09 41-41 KISSENA BOULEVARD	QNS	313	05044	0001	MULT	420393	NOV 16, 1961

PRESENT STATUS OF PREMISES	LAST INSPECTED	STYS	APTS	B'ROOMS	OTHER	CMS
AWAITING DISMISSAL REGLECT	10-31-79	016	0264	0000		7

TYPE OF INSPECTION	REASON

NAME AND ADDRESS OF AGENT
ERRICA
PERRAN
41-09 KISSENA BOULEVARD
FLUSHING, N.Y. 11355

DATE REPORTED	STY	INSP REPT 1ST	INSP REPT 2ND	ITEM	ORDER	SECTION OR COMPLAINT NO.	VIOLATION DESCRIPTION
6-03-80	06			302	502 B	026-	DISMISSED CERAMIC TILE FLOOR & BEST APT 6S 10/23/80 FFN RPT 06/03/80
6-03-80	06			307	See B	02e-13.03 ADM CODE ABATE THE NUISANCE CONSISTING OF ERRATIC NOISE & STY ROOTH SECTION 3 FROM SOUTH AT REST APT 6S. ISSUED 06/23/80 FFN RPT 06/03/80	
1-24-82	06			310	See B	02e-13.03 ADM CODE ABATE THE NUISANCE CONSISTING OF ERRATIC NOISE & ROACHES & STY APT 6F. ISSUED 02/08/82 FFN RPT 09/20/81	
1-24-82	06			311	See B	02e-10 CLASS ISSUED	DISMISSED E THE LOOSE KNOCK
5-27-82	05			314	519 A	026-10.01 ADM CODE PROPERLY SECURE THE LOOSE CLOSET DOORS AT ENTRANCE FOYER & STY APT 5A. ISSUED 10/12/81 FFN RPT 09/20/81	
FALSE CERTIFIED				000			

0041-09	02390	0413	N	06 07	1	PAGE 4
PRIMC HOUSE NO	STREET CODE	SC-B-BYST				CONTINUED ON

AN ASTERISK (*) FOLLOWING AN ORDER NUMBER DENOTES A RENT IMPAIRING VIOLATION.
(ABSTRACT OF SECTION 302A, MULTIPLE DWELLING LAW. "A FIRE HAZARD OR A SERIOUS THREAT TO LIFE, HEALTH AND SAFETY OF OCCUPANTS. IF UNCORRECTED SIX (6) MONTHS AFTER THE ISSUANCE OF VIOLATION NOTICE, THE OWNER MAY NOT RECOVER RENT").

◇ PRV RPT (PREVIOUS REPORT) EXPLANATION OF PREVIOUS REPORT SYMBOLS

1-9 NO ACCESS
D DEFECT LETTER ISSUED
E PREVIOUSLY RECOMMENDED TO COURT
N NOT COMPLIED WITH
P VIOLATION PREVIOUSLY REPORTED
V VIOLATION REPORTED
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DATE	INITIALS	BADGE NO

LIST OF PENDING VIOLATIONS
THE CITY OF NEW YORK
Department of Housing Preservation and Development
Office of Rent and Housing Maintenance

03-09-85 A
LST RUN PT MSP

PAGE 6

PREMISES	BORO	AREA	BLOCK	LOT	CLASS	REG. NO.	DATE ISSUED
41-09 41-41 KISSENA BOULEVARD	QNS	813	05044	0001	PART I	420393	NOV 18, 1981

PRESENT STATUS OF PREMISES	LAST INSPECTED	STYS	APTS	B'RMS	OTHER	CNS
AWAITING DISMISSAL REGLET	10-17-84	006	0204	0000		1

TYPE OF INSPECTION	REASON

NAME AND ADDRESS OF: AGENT
EFFECP
PEPPAP
41-25 KISSENA BOULEVARD
FLUSHING, N.Y. 11355

DATE REPORTED	STY	INSP REPT 1ST	INSP REPT 2ND	ITEM	ORDER	SECTION OR COMPLAINT NO.	VIOLATION DESCRIPTION
5-20-85	FR			332	502 D	26-11.C1, 11.C3, 11.05 ACP CCCE FIRCVE THE ACCUMULATION OF REFUSE AND/OR RUBBISH AND MAINTAIN IN A CLEAN CONDITION THE ROOF CENTER.	
LATE CERTIFIED						ISSUED 06/24/85 PEN RET 08/2./85	
5-20-85	AA			333	502 A	26-12.C3 ACP CCCE FAIRT TO THE SATISFACTION OF THIS DEPARTMENT THE CONDITIONS AND VIOLATIONS AS SET FORTH IN THE NOTICE OF VIOLATION DATED 05/24/85 AND SUSPEND ALL	
DEADLINE 11/13/85						ISSUED	
5-20-85	FR			334	501 D	26-10.C1 ACP CCCE REMOVE AND REPLACE THE BROKEN OR DEFECTIVE GLASS PANELS IN THE SOUTH CENTER.	
LATE CERTIFIED						ISSUED	
5-20-85	FR			335	530 D	26-10.C1 ACP CCCE REMOVE AND REPLACE WITH SIMILAR CLOSING DEVICES ALL DOORS THAT FAKE SELF- CENTER.	
LATE CERTIFIED						ISSUED	
5-20-85	CC			336	502 D	26-10.C1 ACP CCCE PROPERLY REPAIR WITH SIMILAR MATERIAL THE CERAMIC TILE WALLS IN THE CENTER	
LATE CERTIFIED						ISSUED	

0041-09 | 22350 | 0413 | P 05 07 1 | PAGE 7
PRIMC HOUSE NO | STREET CODE | SC-B-BIST | CONTINUED ON

AN ASTERISK (*) FOLLOWING AN ORDER NUMBER DENOTES A RENT IMPAIRING VIOLATION.
(ABSTRACT OF SECTION 302A, MULTIPLE DWELLING LAW. "A FIRE HAZARD OR A SERIOUS THREAT TO LIFE, HEALTH AND SAFETY OF OCCUPANTS. IF UNCORRECTED SIX (6) MONTHS AFTER THE ISSUANCE OF VIOLATION NOTICE, THE OWNER MAY NOT RECOVER RENT").

◊ PRV. RPT. (PREVIOUS REPORT): EXPLANATION OF PREVIOUS REPORT SYMBOLS

1-6 NO ACCESS
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DATE	INITIALS	BADGE NO

LIST OF PENDING VIOLATIONS
THE CITY OF NEW YORK
Department of Housing Preservation and Development
Office of Rent and Housing Maintenance

83-09-EC A
LST PUB PT INSP

PAGE

PREMISES	BORO	AREA	BLOCK	LOT	CLASS	REG. NO	DATE ISSUED
41-09 41-41 KISSENA BOULEVARD	QNS	313	05044	0001	PAEA	420352	NOV 16, 1982

PRESENT STATUS OF PREMISES	LAST INSPECTED	STY'S	APTS	# ROOMS	OTHER	CMS	NAME AND ADDRESS OF: AGENT
AWAITING DISMISSAL REQUEST	10-27-82	004	0204	0000		7	EFFECA PERMAP 41-09 KISSENA BOULEVARD FLUSHING, N.Y. 1135

TYPE OF INSPECTION	REASON

DATE REPORTED	STY	INSP REPT 1ST	INSP REPT 2ND	ITEM	ORDER	SECTION OR COMPLAINT NO.	VIOLATION DESCRIPTION
9-27-82	05			315	508 A	D26-13.01 ADM CODE REPAIR THE BROKEN OR DEFECTIVE PLASTERED SURFACES AND PAINT IN A UNIFORM COLOR (LOC SOUTHEAST ROOM BATHRM & KITCHEN 5 STY APT 5A. ISSUED 10/12/82 RPV RPT 09/20/83	
9-27-82	05			316	506 A	D26-13.01 ADM CODE PAINT WITH LIGHT COLORED PAINT TO THE SATISFACTION OF THIS DEPARTMENT WALLS & CLGS SOUTHEAST ROOM, BATHRM & BATHRM FOYER & KITCHEN 5 STY APT 5A. ISSUED 10/12/82 RPV RPT 09/20/83	
9-20-82	06			325	506 B	D26-13.03 ADM CODE ABATE THE NUISANCE CONSISTING OF ROACHES IN RICE & ROACHES KITCHEN & BATHROOM 6 STY APT 6A3IC.	
LATE CERTIFIED						ISSUED 06/24/83 RPV RPT 09/20/83	
9-20-82	06			324	509 B	D26-13 [illegible] THE LOOSE PLASTER	
LATE CERTIFIED						ISSUED 06/24/83	
9-20-82	01			327	501 B	D26-13.01 ADM CODE PROPERLY REPAIR THE BROKEN OR DEFECTIVE [illegible] ISSUED [illegible]	

DISMISSED

DISMISSED

0641-09	02190	0413	P 00 07 1	PAGE
PRIMC HOUSE NO	STREET CODE	SC-B-DIST		CONTINUED ON

AN ASTERISK (*) FOLLOWING AN ORDER NUMBER DENOTES A RENT IMPAIRING VIOLATION.
(ABSTRACT OF SECTION 302A, MULTIPLE DWELLING LAW. "A FIRE HAZARD OR A SERIOUS THREAT TO LIFE, HEALTH AND SAFETY OF OCCUPANTS. IF UNCORRECTED SIX (6) MONTHS AFTER THE ISSUANCE OF VIOLATION NOTICE, THE OWNER MAY NOT RECOVER RENT").

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DATE	INITIALS	BADGE NO

LIST OF PENDING VIOLATIONS
THE CITY OF NEW YORK
Department of Housing Preservation and Development
Office of Rent and Housing Maintenance

C3-C9-EC A
LST PUB PT REP

PREMISES	BORO	AREA	BLOCK	LOT	CLASS	REG. NO	DATE ISSUED
41-09 41-41 KISSENA BOULEVARD	QNS	213	05044	0001	[illegible]	[illegible]	NOV 16, 1983

PRESENT STATUS OF PREMISES	LAST INSPECTED	STY'S	APTS	# ROOMS	OWNER	CHS
WAITING DISMISSAL REQUEST	10-07-85	006	0204	0000		7

TYPE OF INSPECTION	REASON

NAME AND ADDRESS OF AGENT
EFFECO
PERDAN
41-09 KISSENA BOULEVARD
FLUSHING, N.Y. 1135[illegible]

DATE REPORTED	STY	INSP REPT 1ST	INSP REPT 2ND	ITEM	ORDER	SECTION OR COMPLAINT NO.	VIOLATION DESCRIPTION
5-20-85	CO			328	552 a	C26-11.01, 11.03, 11.05 ADM CODE FURNISH THE ACCUPANTS OF PREMISES AND/OR PUBLISH AND MAINTAIN IN A CLEAN CONDITION THE ROOF LADER STAIRS.	
LATE CERTIFIED						ISSUED 10/24/85 PRV RPT 05/20/85	
5-20-85	FF			329	935 B	C26-13.01, 10.03 ADM CODE AND CERTAIN RULES AND REGULATIONS RELATIVE TO DESTRUCTIVE EGRESS [illegible] ALL STYS FIRE ESCAPE	DISMISSED
LATE CERTIFIED				000		ISSUED 10/24/85 PRV RPT 05/20/85	
5-20-85	FF			330	963 A	62 M/C LAW REFERENCE TELEVISION ANTENNA [illegible] AND/OR RADIO ANTENNA [illegible] ACT ATTACHED TO [illegible] STY ROOF/MAST	DISMISSED
DEADLINE 11/13/85						ISSUED 10/24/85 PRV RPT 05/20/85	
5-20-85	FF			331	501 a	C26-10 [illegible] DEFECTIVE [illegible] CENTER & CEILING	DISMISSED
LATE CERTIFIED						ISSUED	

PRIME HOUSE NO	STREET CODE	SEC & BOT			PAGE
0041-09	52350	0413	P	00 07 1	CONTINUED ON

AN ASTERISK (*) FOLLOWING AN ORDER NUMBER DENOTES A RENT IMPAIRING VIOLATION.
(ABSTRACT OF SECTION 302A, MULTIPLE DWELLING LAW. "A FIRE HAZARD OR A SERIOUS THREAT TO LIFE, HEALTH AND SAFETY OF OCCUPANTS. IF UNCORRECTED SIX (6) MONTHS AFTER THE ISSUANCE OF VIOLATION NOTICE, THE OWNER MAY NOT RECOVER RENT").

◇ PRV. RPT. (PREVIOUS REPORT): EXPLANATION OF PREVIOUS REPORT SYMBOLS

1-9 NO ACCESS
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DATE	INITIALS	BADGE NO

LIST OF PENDING VIOLATIONS
THE CITY OF NEW YORK
Department of Housing Preservation and Development
Office of Rent and Housing Maintenance

03-09-EC A
LST PUB PT INSP

PREMISES	BORO	AREA	BLOCK	LOT	CLASS	REG. NO.	DATE ISSUED
41-09 41-41 KISSENA BOULEVARD	QNS	313	05044	0001	MA01	420393	NOV 16, 1981

PRESENT STATUS OF PREMISES	LAST INSPECTED	STY'S	APTS	B ROOMS	OTHER	CMS	NAME AND ADDRESS OF AGENT
AWAITING DISMISSAL REQUEST	10-27-81	006	0204	0000		7	EFFECN PERPAR 41-25 KISSENA BOULEVARD FLUSHING, N.Y. 11355

TYPE OF INSPECTION	REASON

DATE REPORTED	STY	INSP REPT 1ST	INSP REPT 2ND	ITEM	ORDER	SECTION OR COMPLAINT NO.	VIOLATION DESCRIPTION
5-26-81	CO			331	575 B	026-10.01 ACM CODE FAILURE TO MAINTAIN IN GOOD REPAIR AND/OR DEFECTIVE FAUCETS KITCHEN SINK AND BATHTUB AT THE SOUTH SIDE OF APT 6M	
		LATE CERTIFIED				ISSUED 06/24/81 FOR PRV RPT 09/20/81	
5-26-81	CO			33E	702 B	026-20.01 ACM CODE REPAIR OR REPLACE THE SPOKE DEFECTIVE OR MISSING BANISTER AT THE SOUTH SIDE OF APT 6M	
		LATE CERTIFIED				ISSUED 06/24/81 FOR PRV RPT 09/20/81	
5-26-81	CO			339	5.1 B	026-10.01 ACM CODE RECEIVED REPAIR THE BROKEN OR DEFECTIVE WINDOW FRAME AND SASH AT THE SOUTH SIDE OF APT 6M	
		LATE CERTIFIED				ISSUED 06/24/81 FOR PRV RPT 09/20/81	
5-26-81	CO			340	556 A	026-10.01 ACM CODE PAINT WITH LIGHT COLORED PAINT TO THE SATISFACTION OF THE DEPARTMENT INTERIOR WINDOW SILL AT THE SOUTH SIDE OF APT 6M NORTH SECTION.	
		DEADLINE 11/13/81				ISSUED 06/24/81 FOR PRV RPT 09/20/81	
5-26-81	CO			341	5.01 B	026-10.01 ACM CODE REPAIR THE BROKEN OR DEFECTIVE PLASTERED CEILING AND PAINT UNIFORM COLOR CLG OVER SOUTH SIDE OF APT 6M NORTH SECTION.	
		LATE CERTIFIED				ISSUED 06/24/81 FOR PRV RPT 09/20/81	

DISMISSED

DISMISSED

DISMISSED

DISMISSED

4041-09	23350	0413	P CO 07 1	PAGE 2
PRIMC HOUSE NO	STREET CODE	SC-B-BIST		CONTINUED ON

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DATE	INITIALS	BADGE NO

LIST OF PENDING VIOLATIONS
THE CITY OF NEW YORK
Department of Housing Preservation and Development
Office of Rent and Housing Maintenance

02-09-EC A
LST PUB PT GRP

PAGE

PREMISES		BORO	AREA	BLOCK	LOT	CLASS	REG. NO.	DATE ISSUED
41-05 41-41 KISSENA BOULEVARD		QNS	313	05044	0001	PAEB	420393	NOV 16, 1981
PRESENT STATUS OF PREMISES	LAST INSPECTED	STYS	APTS	B ROOMS	OWNER	CMS	NAME AND ADDRESS OF: AGENT
AWAITING DISMISSAL REQUEST	10-07-85	00e	0264	0000		1	EFFECA PERRAP 41-25 KISSENA BOULEVARD FLUSHING, N.Y. 11355
TYPE OF INSPECTION	REASON						

DATE REPORTED	STY	INSP REPT 1ST	INSP REPT 2ND	ITEM	ORDER	SECTION OR COMPLAINT NO.	VIOLATION DESCRIPTION
9-26-85	05			342	1.2 E	626-26.0	DETECTOR FIRE SPLAT JUANITA
LATE CERTIFIED						ISSUED 10/24/85	FRV RRT 09/20/85
9-26-85	05			343	5.5 U	626-16.01 ACM CCCE	REPAIR THE LEAKY AND/OR DEFECTIVE FAUCETS IN THE BATHROOM SINK.
LATE CERTIFIED					CCC	ISSUED	
9-26-85	05			344	See U	626-13.03 ACM CCCE	REPAIR THE PLASTER CONSISTING OF REPAIR PIECE & PEACHES TOILET 5 STY APT 5A.
LATE CERTIFIED						ISSUED 10/24/85	FRV RRT 09/20/85
9-26-85	04			345	7.2 B	626-23.08 ACM CCCE	REPAIR OR REPLACE THE SMOKE DETECTOR DEFECTIVE 4 STY APT 4AA TENANT SP AGAINST CENTER SECTION.
LATE CERTIFIED						ISSUED 10/24/85	FRV RRT 09/20/85
9-26-85	FF			346	1.0 A	53. 187.	REGULATIONS SECTION SECURED TO AST FIRE ESCAPE.
DEADLINE 11/13/85						ISSUED 10/24/85	FRV RRT 09/20/85

DISMISSED

DISMISSED

DISMISSED

0041-05	02350	0413	P 00 07 1	PAGE
PRIMC HOUSE NO	STREET CODE	SC B-DIST		CONTINUED ON

AN ASTERISK (*) FOLLOWING AN ORDER NUMBER DENOTES A RENT IMPAIRING VIOLATION.
(ABSTRACT OF SECTION 302A, MULTIPLE DWELLING LAW. "A FIRE HAZARD OR A SERIOUS THREAT TO LIFE, HEALTH AND SAFETY OF OCCUPANTS. IF UNCORRECTED SIX (6) MONTHS AFTER THE ISSUANCE OF VIOLATION NOTICE, THE OWNER MAY NOT RECOVER RENT").

◇ PRV. RPT. (PREVIOUS REPORT) EXPLANATION OF PREVIOUS REPORT SYMBOLS

1-9 NO ACCESS
D DEFECT LETTER ISSUED
E PREVIOUSLY RECOMMENDED TO COURT
N NOT COMPLIED WITH
P VIOLATION PREVIOUSLY REPORTED
V VIOLATION REPORTED
W WAIVED TO SUPERVISOR

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DATE	INITIALS	BADGE NO

LIST OF PENDING VIOLATIONS
THE CITY OF NEW YORK
Department of Housing Preservation and Development
Office of Rent and Housing Maintenance

LST PUB PT REP: 03-09-88 A

PAGE 9

PREMISES	BORO	AREA	BLOCK	LOT	CLASS	REG. NO.	DATE ISSUED
41-09 41-41 KISSENA BOULEVARD	QNS	313	05044	0001	A03	420393	NOV 16, 1988

PRESENT STATUS OF PREMISES	LAST INSPECTED	STYS	APTS	B ROOMS	OTHER	CMS	NAME AND ADDRESS OF AGENT
AWAITING DISMISSAL REQUEST	11-07-88	00	0204	0000		7	EFFECA FERRAR 41-09 KISSENA BOULEVARD FLUSHING, N.Y. 11355

TYPE OF INSPECTION	REASON

DATE REPORTED	STY	INSP REPT 1ST	INSP REPT 2ND	ITEM	ORDER	SECTION OR COMPLAINT NO.	VIOLATION DESCRIPTION
5-26-88	AA			347	540 A	26-141.17 ADMIN CODE & DEPT. RULES AND REGS. REPLACE DEFECTIVE CAULKING AROUND SOIL PUBLIC HALL DOOR TO SERVICE ELEVATOR ON THE 2ND FLOOR AT ALL STYS FLOORS.	DISMISSED
DEADLINE 11/13/88						ISSUED 10/24/88	
5-26-88	C2			348	5.5 *	26-10.1 REPLACE THE LOOSE HANDRAIL ON THE STAIRS IN THE STY PUB HALL.	DISMISSED
LATE CERTIFIED						ISSUED 10/24/88	
5-26-88	C2			349	525 A	26-10.C1 ADM CODE REPAIR & STY PUB HALL TO FIRE STAIRS SOLID.	
DEADLINE 11/13/88						ISSUED 10/24/88 FEE PAI 09/26/88	
5-26-88	AA			350	551 * B	26-11.C1, 11.C3, 11.C5 ADM CODE CLEANSE AND DISINFECT TO THE SATISFACTION OF THIS DEPARTMENT AFTER REMOVING THE GREASE & WATER ALL STYS INCINERATOR COMPACTOR ROOMS.	
LATE CERTIFIED				DDD	9	ISSUED 10/24/88 FEE PAI 09/26/88	
5-23-88	C2			351	510* B	26-10.C1 ADM CODE & 305 D/C LAW ABATE THE NUISANCE CONSISTING OF CONCEALED LEAD CLG TAPECUT & STY MIST APT 6I REFER SECTION.	
LATE CERTIFIED						ISSUED 10/24/88 FEE PAI 09/23/88	

0041-09	22390	C413			PAGE 1.
PRIMC HOUSE NO	STREET CODE	SC-B-DIST			CONTINUED ON

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(ABSTRACT OF SECTION 302A, MULTIPLE DWELLING LAW. "A FIRE HAZARD OR A SERIOUS THREAT TO LIFE, HEALTH AND SAFETY OF OCCUPANTS. IF UNCORRECTED SIX (6) MONTHS AFTER THE ISSUANCE OF VIOLATION NOTICE, THE OWNER MAY NOT RECOVER RENT").

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DATE	INITIALS	BADGE NO

LIST OF PENDING VIOLATIONS
THE CITY OF NEW YORK
Department of Housing Preservation and Development
Office of Rent and Housing Maintenance

C3-C9-EC A
LST PUB PT REP

PAGE 1

PREMISES	BORO	AREA	BLOCK	LOT	CLASS	REG. NO	DATE ISSUED
41-09 41-41 KISSENA BOULEVARD	QNS	313	05044	0001	PAEI	400393	NOV 16, 1989

PRESENT STATUS OF PREMISES	LAST INSPECTED	STY'S	APTS	D ROOMS	OTHER	CHG	NAME AND ADDRESS OF: AGENT
AWAITING DISMISSAL REQUEST	10-07-89	006	0204	0000		7	OFFICE PERSON 41-09 KISSENA BOULEVARD FLUSHING, N.Y. 11355

TYPE OF INSPECTION	REASON

DATE REPORTED	STY	INSP REPT 1ST	INSP REPT 2ND	ITEM	ORDER	SECTION OR COMPLAINT NO.	VIOLATION DESCRIPTION
5-23-89	CO			352	505 B	26e-11.01 ACP CODE REPLACE BOTH AIR TYPE BRICKEN OR DEFECTIVE JACK & PLATE ENTRANCE DOOR FRAME FRONT & STY WEST APT 01 ACP14 SECTION.	
LATE CERTIFIED						ISSUED 06/24/89 PEN PRT 09/23/89	
5-23-89	CO			353	556 A	26e-12.01 ACP CODE PAINT WITH LIGHT COLORED PAINT TO THE SA[illegible] CEILINGS & STY WEST APT 01 ACP14	DISMISSED
USACLINE 11/13/89						ISSUED 06/24/89 PEN PRT 09/23/89	
5-23-89	CO			354	556 B	26e-11.01 ACP CODE REPAIR THE BROKEN OR DEFECTIVE PLAST[illegible] SECTION.	DISMISSED
LATE CERTIFIED						ISSUED 06/24/89 PEN PRT 09/23/89	
5-23-89	CO			355	556 C	26e-13.03 ACP CODE REPAIR THE PLASTER CONSISTING OF REPAIR CRACKS KITCHEN & BATHROOM & STY NORTH APT 01 ACP14 SECTION.	
LATE CERTIFIED						ISSUED 06/24/89 PEN PRT 09/23/89	
5-23-89	CO			356	703A* 6	26e-20.06 ACP CODE REPAIR OR REPLACE THE SPACE HEATING DEFECTIVE & STY NORTH APT 01 TENANT BARNES ACP14 SECTION.	
LATE CERTIFIED						ISSUED 06/24/89 PEN PRT 09/23/89	

PRMC HOUSE NO	STREET CODE	SC-B-DIST		CC 07	1	PAGE 1
41-09	53350	6413				CONTINUED ON

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(ABSTRACT OF SECTION 302A, MULTIPLE DWELLING LAW. "A FIRE HAZARD OR A SERIOUS THREAT TO LIFE, HEALTH AND SAFETY OF OCCUPANTS. IF UNCORRECTED SIX (6) MONTHS AFTER THE ISSUANCE OF VIOLATION NOTICE, THE OWNER MAY NOT RECOVER RENT").

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DATE	INITIALS	BADGE NO

LIST OF PENDING VIOLATIONS
THE CITY OF NEW YORK
Department of Housing Preservation and Development
Office of Rent and Housing Maintenance

C3-C5-EC A
LST PUB PT WSP

PAGE 11

PREMISES	BORO	AREA	BLOCK	LOT	CLASS	REG NO	DATE ISSUED
41-05 41-41 KISSENA BOULEVARD	QNS	313	05044	0001	[illegible]	[illegible]	NOV 18, 1985

PRESENT STATUS OF PREMISES	LAST INSPECTED	STY'S	APTS	B ROOMS	OTHER	CMS
AWAITING DISMISSAL REQUEST	10-07-85	06	0264	.000		7

TYPE OF INSPECTION	REASON

NAME AND ADDRESS OF AGENT
OFFICE
PERSON
41-25 KISSENA BOULEVARD
FLUSHING, N.Y. 11355

DATE REPORTED	STY	INSP REPT 1ST	INSP REPT 2ND	ITEM	ORDER	SECTION OR COMPLAINT NO.	VIOLATION DESCRIPTION
5-23-85	CC			357	5.5 A	D26-10.01 ADM CODE	REPLACE WITH NEW THE BROKEN OR DEFECTIVE BOTTOM OF KITCHEN SINK CABINET E STY NORTH APT EL NORTH SECTION.
	DEADLINE 11/13/85			EEE			ISSUED 06/24/85 PRV RPT 05/23/85
5-23-85	CC			358	5.5 B	D26-10.01 ADM CODE	REPLACE WITH NEW THE BROKEN OR DEFECTIVE CAULKING AROUND BATHTUB E STY NORTH APT EL BATHROOM NORTH SECTION.
	LATE CERTIFICC						ISSUED 06/24/85 PRV RPT 05/23/85
5-23-85	CC			359	491 A	D26-10.01 ADM CODE	FILE PLANS AND APPLICATION AND LEGALIZE THE FOLLOWING CONDITIONS NOTED DURING THE LEGAL CONVERSION OF SAID ALTERATION: [illegible] AT CENTER ROOM E STY NORTHEAST APT OF NORTH SECTION.
	DEADLINE 11/13/85						ISSUED 06/24/85 PRV RPT 05/23/85
5-23-85	CC			360	5.2 B	D26-10.01 ADM CODE	REPAIR THE BROKEN OR DEFECTIVE PLASTERED [illegible] IN BATHROOM CEILING AT CENTER ROOM E STY NORTH SECTION.
	LATE CERTIFICC						ISSUED [illegible]

DISMISSED

DISMISSED

PRIMC HOUSE NO	STREET CODE	SC-B-BYST			PAGE
0041-05	02350	0413	N	00 07 1	CONTINUED ON

AN ASTERISK (*) FOLLOWING AN ORDER NUMBER DENOTES A RENT IMPAIRING VIOLATION.
(ABSTRACT OF SECTION 302A, MULTIPLE DWELLING LAW. "A FIRE HAZARD OR A SERIOUS THREAT TO LIFE, HEALTH AND SAFETY OF OCCUPANTS. IF UNCORRECTED SIX (6) MONTHS AFTER THE ISSUANCE OF VIOLATION NOTICE, THE OWNER MAY NOT RECOVER RENT").

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DATE	INITIALS	BADGE NO

LIST OF PENDING VIOLATIONS
THE CITY OF NEW YORK
Department of Housing Preservation and Development
Office of Rent and Housing Maintenance

C3-C9-EC A
LST PUB PT REP

PAGE 1

PREMISES	BORO	AREA	BLOCK	LOT	CLASS	REG. NO.	DATE ISSUED
41-09 41-41 MISSENA BOULEVARD	QNS	313	09.44	00.1	B881	420393	NOV 16, 1988

PRESENT STATUS OF PREMISES	LAST INSPECTED	STYS	APTS	B ROOMS	OTHER	CRS
MAILING DISMISSAL REQUEST	10-27-89	006	0294	0000		1

TYPE OF INSPECTION	REASON

NAME AND ADDRESS OF AGENT
EFFECA
PERSEA
41-25 MISSENA BOULEVARD
FLUSHING, N.Y. 11355

DATE REPORTED	STY	INSP REPT 1ST	INSP REPT 2ND	ITEM	ORDER	SECTION OR COMPLAINT NO.	VIOLATION DESCRIPTION
5-23-89	CC			361	01C C	26-10.21 ADM CODE E 305 P/L LAW ABATE THE NUISANCE CONSISTING OF DOUBLE CYLINDER KEY OPERATED LOCK INSTALLED AT ENTRANCE DOOR TO E 5TH EAST APT ON NORTH SECTION. ISSUED 06/24/89 FRV RPT 09/23/89	
5-23-89	CC			362	7 1 C	26-29.18,26.05 ADM CODE PROVIDE AN APPROVED AND OPERATIONAL SMOKE DETECTING DEVICE, INSTALLED IN ACCORDANCE WITH DEPARTMENT OF BUILDINGS RULES AND REGULATIONS MISSING E 5TH NORTHEAST CENTER APT OC CENTER SECTION. ISSUED 06/24/89 FRV RPT 09/23/89	
LATE CERTIFIED							
5-23-89	CC			363	01S D	26-16.01 ADM CODE REPAIR THE LEAKY AND/OR DEFECTIVE FAUCETS KITCHEN SINK E 5TH NORTHEAST CENTER APT OC CENTER SECTION. ISSUED 06/24/89 FRV RPT 09/23/89	
LATE CERTIFIED							
5-23-89	CC			364	01C M 1	26-13.03 ADM CODE ABATE THE NUISANCE CONSISTING OF REPAIR CRACKS KITCHEN E 5TH NORTHEAST CENTER APT OC CENTER SECTION. ISSUED 06/24/89 FRV RPT 09/23/89	
LATE CERTIFIED				EEE			

PRIMC HOUSE NO	STREET CODE	SC 5-DIGIT			CONTINUED ON
0041-09	52356	11413	P	11 07 1	PAGE 1

AN ASTERISK (*) FOLLOWING AN ORDER NUMBER DENOTES A RENT IMPAIRING VIOLATION.
(ABSTRACT OF SECTION 302A, MULTIPLE DWELLING LAW. "A FIRE HAZARD OR A SERIOUS THREAT TO LIFE, HEALTH AND SAFETY OF OCCUPANTS. IF UNCORRECTED SIX (6) MONTHS AFTER THE ISSUANCE OF VIOLATION NOTICE, THE OWNER MAY NOT RECOVER RENT").

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DATE	INITIALS	BADGE NO

LIST OF PENDING VIOLATIONS
—THE CITY OF NEW YORK—
Department of Housing Preservation and Development
Office of Rent and Housing Maintenance

03-09-EC A
LST PUB PT INSP

PREMISES	BORO	AREA	BLOCK	LOT	CLASS	REG NO	DATE ISSUED
41-09 41-41 KISSENA BOULEVARD	QNS	313	05044	0001	PRRI	420393	NOV 16, 1988

PRESENT STATUS OF PREMISES	LAST INSPECTED	STY'S	APTS	B ROOMS	OTHER	CMS
WAITING DISMISSAL RECLEST	12-27-89	006	0204	0000		7

TYPE OF INSPECTION	REASON

NAME AND ADDRESS OF AGENT
EFFICA
PERMAP
41-25 KISSENA BOULEVARD
FLUSHING, N.Y. 11355

DATE REPORTED	STY	INSP REPT 1ST	INSP REPT 2ND	ITEM	ORDER	SECTION OR COMPLAINT NO.	VIOLATION DESCRIPTION
5-23-89	CE			365	701 E	D26-20.(B,20.05 ADM CODE PROVIDE AN APPROVED AUT OPERATIONAL SMOKE DETECTING DEVICE, INSTALLED IN ACCORDANCE WITH DEPARTMENT OF BUILDINGS RULES AND REGULATIONS MISSING 6 STY SOUTHEAST APT SEE CERTIF SECTION.	
LATE CERTIFIED						ISSUED 06/24/89 FRV PRT 05/23/89	
5-23-89	CE			366	702 B	D26-20.(B ADM CODE REPAIR OR REPLACE THE SMOKE DETECTOR DEFECTIVE 6 STY EAST APT SEE TENANT WATCH SOUTH SECTION.	
LATE CERTIFIED						ISSUED 06/24/89 FRV PRT 05/23/89	
5-23-89	CE			367	702 B	D26-20.(B ADM CODE REPAIR OR REPLACE THE SMOKE DETECTOR DEFECTIVE 6 STY SOUTHEAST APT SEE TENANT CLAP SOUTH SECTION.	
LATE CERTIFIED						ISSUED 06/24/89 FRV PRT 05/23/89	
5-23-89	CE			368	566 B	D26-13.(3 ADM CODE ABATE THE NUISANCE CONSISTING OF REPAIR ICACHES KITCHEN 6 STY SOUTHEAST APT SEE SOUTH SECTION.	
LATE CERTIFIED						ISSUED 06/24/89 FRV PRT 05/23/89	

0041-09	52350	C413	P	06 07	1	PAGE 14
PRIMC HOUSE NO	STREET CODE	SC-B-BIST				CONTINUED ON

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DATE	INITIALS	BADGE NO

LIST OF PENDING VIOLATIONS
THE CITY OF NEW YORK
Department of Housing Preservation and Development
Office of Rent and Housing Maintenance

C3-C9-EC 1
LST PUB FT ASSP

PAGE

PREMISES	BORO	AREA	BLOCK	LOT	CLASS	REG NO	DATE ISSUED
41-09 41-41 NISSENA BOULEVARD	QNS	313	05044	0001	PART	402393	NOV 16, 19

PRESENT STATUS OF PREMISES	LAST INSPECTED	STYS	APTS	D ROOMS	OTHER	CDS
AWAITING DISMISSAL REQUEST	10-27-89	06	0264	0000		7

TYPE OF INSPECTION	REASON

NAME AND ADDRESS OF AGENT
EFRECA
PERRAR
41-25 NISSENA BOULEVARD
FLUSHING, N.Y. 113

DATE REPORTED	STY	INSP RPT 1ST	INSP RPT 2ND	ITEM	ORDER	SECTION OR COMPLAINT NO.	VIOLATION DESCRIPTION
9-23-89	06			305	101 B	26-26.06,26.05 ADM CODE PROVIDE AN APPROVED AND OPERATIONAL SMOKE DETECTING DEVICE, INSTALLED IN ACCORDANCE WITH DEPARTMENT OF BUILDINGS RULES AND REGULATIONS MISSING 5 STY SOUTH SECTION.	
							ISSUED 06/24/89 BY REI 09/23/89
9-23-89	06			310	310 C	26-10.01 ADM CODE & 305 B/C LAW CREATE THE NUISANCE CONSISTING OF DOUBLE CYLINDER KEY OPERATED LOCK INSTALLED AT ENTRANCE DOOR 5 STY SOUTH APT ALL SOUTH SECTION.	
							ISSUED 06/24/89 BY REI 09/23/89
9-23-89	06			311	101 B	26-26.06,26.05 ADM CODE PROVIDE AN APPROVED AND OPERATIONAL SMOKE DETECTING DEVICE, INSTALLED IN ACCORDANCE WITH DEPARTMENT OF BUILDINGS RULES AND REGULATIONS MISSING 5 STY SOUTHWEST APT 5RM SOUTH SECTION.	
							ISSUED 06/24/89 BY REI 09/23/89
				000	1		
9-23-89	06			312	310 C	26-10.01 ADM CODE & 305 B/C LAW CREATE THE NUISANCE CONSISTING OF MAIN ENTRY DOORS LEADS INTO CENTER FOYER DOOR LINTEL 5 STY WEST APT 5RM SOUTH SECTION.	
							ISSUED 06/24/89 BY REI 09/23/89

6641-09	02350	6412	P CC 07 1	PAGE 1
PRIME HOUSE NO	STREET CODE	SC B-DIST		CONTINUED ON

DISMISSED

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(ABSTRACT OF SECTION 302A, MULTIPLE DWELLING LAW. "A FIRE HAZARD OR A SERIOUS THREAT TO LIFE, HEALTH AND SAFETY OF OCCUPANTS. IF UNCORRECTED SIX (6) MONTHS AFTER THE ISSUANCE OF VIOLATION NOTICE, THE OWNER MAY NOT RECOVER RENT").

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DATE	INITIALS	BADGE NO

LIST OF PENDING VIOLATIONS
THE CITY OF NEW YORK
Department of Housing Preservation and Development
Office of Rent and Housing Maintenance

03-05-EC A
LST PUB PT MSP

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PREMISES	BORO	AREA	BLOCK	LOT	CLASS	REG. NO.	DATE ISSUED
41-05 41-41 KISSENA BOULEVARD	QNS	213	05044	0001	DARR	420393	NOV 16, 1965

PRESENT STATUS OF PREMISES	LAST INSPECTED	STYS	APTS	B ROOMS	OTHER	CMS	NAME AND ADDRESS OF: AGENT
AWAITING DISMISSAL REQUEST	11-17-65	016	0204	RLOO		1	BEARCH PERRAR 41-25 KISSENA BOULEVARD FLUSHING, N.Y. 11355

TYPE OF INSPECTION	REASON

DATE REPORTED	STY	INSP REPT 1ST	INSP REPT 2ND	ITEM	ORDER	SECTION OR COMPLAINT NO.	VIOLATION DESCRIPTION
5-23-65	05			373	510 a	26-10.01 ADM CODE & BOS P/E LAW	CREATE THE NUISANCE CONSISTING OF CONCEALED LEAK OLC KITCHEN & WEST ROOM S STY NORTHWEST APT 5SS SOUTH SECTION.
LATE CERTIFIED							ISSUED 06/24/65 FRV RPT 05/23/65
5-23-65	05			374	556 A	26-12.01 ADM CODE PAINT WITH LIGHT COLORED PAINT TO THE SATISFACTION OF THIS DEPARTMENT OLC KITCHEN & WEST ROOM 5 STY NORTHWEST APT 5SS SOUTH SECTION.	
DEADLINE 11/13/65							ISSUED 06/24/65 FRV RPT 05/23/65
5-23-65	05			375	556 B	26-1e.01 ADM CODE REPAIR THE BROKEN OR DEFECTIVE CONNECTION WASTE LINE WASHBASIN 5 STY NORTHWEST APT 5SS EASTERLY.	
LATE CERTIFIED							ISSUED 06/24/65 FRV RPT 05/23/65
5-23-65	05			376	510 B	26-10.01 ADM CODE & BOS P/E LAW	CREATE THE NUISANCE CONSISTING OF CONCEALED LEAK OLC BATHROOM 5 STY NORTHWEST APT 5SS SOUTH SECTION.
LATE CERTIFIED							ISSUED 06/24/65 FRV RPT 05/23/65
5-23-65	05			377	501 B	26-10.01 ADM CODE	PROPERLY REPAIR THE BROKEN OR DEFECTIVE GAS RANGE OVER OOOR 5 STY NORTH WEST APT 5SS SOUTH SECTION.
LATE CERTIFIED							ISSUED 06/24/65 FRV RPT 05/23/65

0041-05	022960	0413	P	11 07	1	PAGE 16
PRMC HOUSE NO	STREET CODE	SC-B-BST				CONTINUED ON

AN ASTERISK (*) FOLLOWING AN ORDER NUMBER DENOTES A RENT IMPAIRING VIOLATION.
(ABSTRACT OF SECTION 302A, MULTIPLE DWELLING LAW. "A FIRE HAZARD OR A SERIOUS THREAT TO LIFE, HEALTH AND SAFETY OF OCCUPANTS. IF UNCORRECTED SIX (6) MONTHS AFTER THE ISSUANCE OF VIOLATION NOTICE, THE OWNER MAY NOT RECOVER RENT").

◇ PRV. RPT. (PREVIOUS REPORT): EXPLANATION OF PREVIOUS REPORT SYMBOLS

1-6 NO ACCESS
D DEFECT LETTER ISSUED
E PREVIOUSLY RECOMMENDED TO COURT
N NOT COMPLIED WITH
P VIOLATION PREVIOUSLY REPORTED
V VIOLATION REPORTED
W WAIVED TO SUPERVISOR

OWNERSHIP:

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DATE	INITIALS	BADGE NO

LIST OF PENDING VIOLATIONS
THE CITY OF NEW YORK
Department of Housing Preservation and Development
Office of Rent and Housing Maintenance

02-09-88 A
LST PUB FT INSP

PAGE 1c

PREMISES	BORO	AREA	BLOCK	LOT	CLASS	REG. NO.	DATE ISSUED
41-09 41-41 NISSENA BOULEVARD	QNS	313	05044	0001	[illegible]	422383	NOV 16, 1988

PRESENT STATUS OF PREMISES	LAST INSPECTED	STY'S	APTS.	ROOMS	OTHER	CMS	NAME AND ADDRESS OF: AGENT
AWAITING DISMISSAL REQUEST	10-07-88	006	0204	0000		1	EFFICA PEPPER 41-09 NISSENA BOULEVARD FLUSHING, N.Y. 11355

TYPE OF INSPECTION	REASON

DATE REPORTED	STY	INSP RPT 1ST	INSP RPT 2ND	ITEM	ORDER	SECTION OR COMPLAINT NO.	VIOLATION DESCRIPTION
5-23-88	C5			3TE	501	26-10.	[illegible] THE ENCLOSURE OF
					b	EFFECTIVE [illegible] STY CENTER AFT	
						SU ENTIRE [illegible]	
LATE CERTIFIED						ISSUED 06/24/88	
					006		
5-23-88	C5			3TS	501	26-10.11 ACM CCCE	PROPERLY REPAIR THE BROKEN OF
					b	EFFECTIVE EXHAUST FANS BATHROOM & KITCHEN 5 STY	
						CENTER AFT SU CENTER SECTION.	
LATE CERTIFIED						ISSUED 06/24/88 FPN EFT 09/23/88	
5-23-88	C5			3EC	505	26-10	[illegible] THE LOOSE
					b	ASPHA	[illegible] ACRTH SECTION.
LATE CERTIFIED						ISSUED	
5-23-88	C4			3E1	525	26-10.	[illegible] ENTRANCE CCCF
					A	A1 4	
DEADLINE 11/13/88						ISSUED	
5-23-88	C4			3E2	554	26-10.11 ACM CCCE	REPAIR LEAKY WATER CLOSET FLUSH
					A	FIRE	EATHROOM ACRTH
						SECTI	
DEADLINE 11/13/88						ISSUED	

DISMISSED
DISMISSED
DISMISSED
DISMISSED

0041-09	52350	C413	P CC 07 1	PAGE 1T
PRIMC HOUSE NO	STREET CODE	SC-B-BIST		CONTINUED ON

AN ASTERISK (*) FOLLOWING AN ORDER NUMBER DENOTES A RENT IMPAIRING VIOLATION.
(ABSTRACT OF SECTION 302A, MULTIPLE DWELLING LAW. "A FIRE HAZARD OR A SERIOUS THREAT TO LIFE, HEALTH AND SAFETY OF OCCUPANTS. IF UNCORRECTED SIX (6) MONTHS AFTER THE ISSUANCE OF VIOLATION NOTICE, THE OWNER MAY NOT RECOVER RENT").

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1-9 NO ACCESS
D DEFECT LETTER ISSUED
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DATE	INITIALS	BADGE NO

LIST OF PENDING VIOLATIONS
THE CITY OF NEW YORK
Department of Housing Preservation and Development
Office of Rent and Housing Maintenance

03-09-85 A
LST PUB FT WSP

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PREMISES	BORO	AREA	BLOCK	LOT	CLASS	REG. NO.	DATE ISSUED
41-09 41-41 KISSENA BOULEVARD	QNS	313	05044	0001	PAEJ	420393	NOV 18, 1981

PRESENT STATUS OF PREMISES	LAST INSPECTED	STY'S	APTS	B ROOMS	OTHER	CMS	NAME AND ADDRESS OF AGENT
AWAITING DISMISSAL REQUEST	10-07-85	006	0004	0000		1	EFFICA FERRARA 41-09 KISSENA BOULEVARD FLUSHING, N.Y. 11355

TYPE OF INSPECTION	REASON

DATE REPORTED	STY	INSP REPT 1ST	INSP REPT 2ND	ITEM	ORDER	SECTION OR COMPLAINT NO	VIOLATION DESCRIPTION
5-23-85	C4			383	51C C	C26-10.01 ADM CODE & 305 P/C LAW	CREATE THE NUISANCE CONSISTING OF CYLINDER KEY OPERATED LOCK INSTALLED ENTRANCE DOOR TO 4 STY EAST APT 4A. ISSUED 06/24/85 FFA PRT 05/23/85
5-23-85	C4			384	51.6 B	C26-10.0[illegible]	DISMISSED [illegible] OF DEFECTIVE FAUCETS [illegible] FORM DOOR CLO CENTER [illegible] ISSUED 06/24/85 FFA PRT 05/23/85
LATE CERTIFIED							
5-23-85	C4			385	51C B	C26-10.01 ADM CODE & 305 P/C LAW	CREATE THE NUISANCE CONSISTING OF CONCEALED LEAD CLO ENTRANCE 4 STY SOUTHEAST CENTER APT 4JJ. ISSUED 06/24/85 FFA PRT 05/23/85
LATE CERTIFIED				386			
5-23-85	C4			386	51S B	C26-10.01 ADM CODE	REPAIR THE LEAKY AND/OR DEFECTIVE FAUCETS [illegible] CENTER APT 4JJ SOUTH SECTION [illegible] ISSUED 06/24/85
LATE CERTIFIED					1		DISMISSED
5-23-85	C4			387	51.1 B	C26-10.01 ADM CODE	REPAIR THE BROKEN OR DEFECTIVE [illegible] SOUTHEAST CENTER APT 4JJ SOUTH SECTION [illegible] ISSUED 06/24/85
LATE CERTIFIED							DISMISSED

0041-09	52390	0413			
PRIMC HOUSE NO	STREET CODE	SC-B-BRST	N	CC 07	1

PAGE 1
CONTINUED ON

AN ASTERISK (*) FOLLOWING AN ORDER NUMBER DENOTES A RENT IMPAIRING VIOLATION.
(ABSTRACT OF SECTION 302A, MULTIPLE DWELLING LAW. "A FIRE HAZARD OR A SERIOUS THREAT TO LIFE, HEALTH AND SAFETY OF OCCUPANTS. IF UNCORRECTED SIX (6) MONTHS AFTER THE ISSUANCE OF VIOLATION NOTICE, THE OWNER MAY NOT RECOVER RENT").

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DATE	INITIALS	BADGE NO

LIST OF PENDING VIOLATIONS
THE CITY OF NEW YORK
Department of Housing Preservation and Development
Office of Rent and Housing Maintenance

C2-C9-E0 A
LIST PUB PT WSP

PAGE 1E

PREMISES	BORO	ARE	BLOCK	LOT	CLASS	REG. NO.	DATE ISSUED
41-09 41-41 BISSENA BOULEVARD	QNS	313	05044	0001	PAEZ	420353	NOV 16, 1981

PRESENT STATUS OF PREMISES	LAST INSPECTED	STYS	APTS	B ROOMS	OTHER	CMS
AWAITING DISMISSAL REQUEST	12-07-82	00e	0274	0000		1

NAME AND ADDRESS OF: AGENT
EFFICA
PEEPAP
41-09 BISSENA BOULEVARD
FLUSHING, N.Y. 11358

TYPE OF INSPECTION	REASON

DATE REPORTED	STY	INSP REPT 1ST	INSP REPT 2ND	ITEM	ORDER	SECTION OR COMPLAINT NO.	VIOLATION DESCRIPTION
5-23-85	C4			3EE	51D d	26e-1C.C1 ACP CCCE & 3CS P/L LAB	CREATE THE NUISANCE CONSISTING OF PAIN PATEF LEAKS OVEF EAST ACCM BIPCCP: & STY SCUTHEAST CENTER ART 4.4 SCUTH SECTICA.
LATE CERTIFIED						ISSUED 06/24/85	FRV RPT 09/23/85
5-23-85	C4			3E5	5.8 d	26e-1C.C1 ACP CCCE	REPAIR OR REPLACE THE BROKEN OR DEFECTIVE FLASTEF IN BIPCAM CCLCF CLC SCUTHEA STY SCUTH SECTICA.
LATE CERTIFIED						ISSUED 06/24/85	FRV RPT 09/23/85
5-23-85	C4			35C	51S d	26e-1e.C1 ACP CCCE	REPAIR AND/OR REPLACE DEFECTIVE FALCETS IN BIPCAM CCLCF CLC SCUTH SECTICA.
LATE CERTIFIED						ISSUED 06/24/85	FRV RPT 09/23/85
5-23-85	C4			351	5ee B	26e-13.C1 ACP CCCE	CREATE THE NUISANCE CONSISTING OF BEFAIF CF BEPLACE THE BROKEN STY SCUTH ART 4LL SCUTH
LATE CERTIFIED						ISSUED 06/24/85	FRV RPT 09/23/85
5-23-85	C3			352	7.2 B	26e-2C.C8 ACP CCCE	REPAIR OR REPLACE THE SPOKE DETECTOF DEFECTIVE 3 STY ART 3AP TENANT CHERRY ANTHONY SCUTH SECTICA.
LATE CERTIFIED				EEE		ISSUED 06/24/85	FRV RPT 09/23/85

DISMISSED
DISMISSED
DISMISSED

PRIMC HOUSE NO	STREET CODE	SC-B-DIST			
CC41-09	52356	C413	D	CC 07	1

PAGE 1S
CONTINUED ON

AN ASTERISK (*) FOLLOWING AN ORDER NUMBER DENOTES A RENT IMPAIRING VIOLATION.
(ABSTRACT OF SECTION 302A, MULTIPLE DWELLING LAW. "A FIRE HAZARD OR A SERIOUS THREAT TO LIFE, HEALTH AND SAFETY OF OCCUPANTS. IF UNCORRECTED SIX (6) MONTHS AFTER THE ISSUANCE OF VIOLATION NOTICE, THE OWNER MAY NOT RECOVER RENT").

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DATE	INITIALS	BADGE NO

LIST OF PENDING VIOLATIONS
THE CITY OF NEW YORK
Department of Housing Preservation and Development
Office of Rent and Housing Maintenance

03-09-85 A
LST PUB PT MSP

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PREMISES	BORO	AREA	BLOCK	LOT	CLASS	REG. NO.	DATE ISSUED
41-09 41-41 KISSENA BOULEVARD	QNS	313	05044	0001	PAEA	420393	NOV 16, 1982

PRESENT STATUS OF PREMISES	LAST INSPECTED	STYS	APTS	B ROOMS	OTHER	CNS
AWAITING DISMISSAL REQUEST	10-17-84	006	0204	0000		7

TYPE OF INSPECTION	REASON

NAME AND ADDRESS OF AGENT
EFFICA
PEPPAR
41-25 KISSENA BOULEVARD
FLUSHING, N.Y. 11355

DATE REPORTED	STY	INSP REPT 1ST	INSP REPT 2ND	ITEM	ORDER	SECTION OR COMPLAINT NO	VIOLATION DESCRIPTION
5-23-85	03			352	506 d	26-13.03 ACM CODE REQUIRES THAT ALL DOORS CONSISTING OF VERTICAL PANELS BE EQUIPPED WITH SOLID SECTION.	DISMISSED
LATE CERTIFIED						ISSUED 05/23/85	
5-23-85	03			354	701 d	26-26.03,26.05 ADM CODE PROVIDE AN APPROVED AND OPERATIONAL SMOKE DETECTING DEVICE, INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE BUILDINGS RULES AND REGULATIONS, IN THE FOYER SECTION.	DISMISSED
LATE CERTIFIED						ISSUED 05/23/85	
5-23-85	03			355	5.8 D	26-10.01 ADM CODE [illegible] IN OR DEFECTIVE PLASTER [illegible] UNIFORM CODE OF [illegible] CEILING [illegible] SECTION.	DISMISSED
LATE CERTIFIED						ISSUED 05/24/85 FAX PFI 05/23/85	
5-23-85	03			356	510 B	26-10.01 ADM CODE § 305 P/C LAW ABATE THE NUISANCE CONSISTING OF [illegible] FRONT ROOM.	DISMISSED
LATE CERTIFIED						ISSUED 05/23/85	
5-23-85	03			357	506 B	26-10.01 ADM CODE § 27-127 PROVIDE MISSING PARTING [illegible] IN THE SOCIETY APT BL CENTER SECTION.	DISMISSED
LATE CERTIFIED						ISSUED 05/23/85	

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PRIMC HOUSE NO	STREET CODE	SC-B-BIST		CONTINUED ON

AN ASTERISK (*) FOLLOWING AN ORDER NUMBER DENOTES A RENT IMPAIRING VIOLATION.
(ABSTRACT OF SECTION 302A, MULTIPLE DWELLING LAW. "A FIRE HAZARD OR A SERIOUS THREAT TO LIFE, HEALTH AND SAFETY OF OCCUPANTS. IF UNCORRECTED SIX (6) MONTHS AFTER THE ISSUANCE OF VIOLATION NOTICE, THE OWNER MAY NOT RECOVER RENT").

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1-9 NO ACCESS	N NOT COMPLIED WITH	W WAIVED TO SUPERVISOR
D DEFECT LETTER ISSUED	P VIOLATION PREVIOUSLY REPORTED	
E PREVIOUSLY RECOMMENDED TO COURT	V VIOLATION REPORTED	

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DATE	INITIALS	BADGE NO

LIST OF PENDING VIOLATIONS
THE CITY OF NEW YORK
Department of Housing Preservation and Development
Office of Rent and Housing Maintenance

03-09-EC A
LST PUB FT INSP

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PREMISES	BORO	AREA	BLOCK	LOT	CLASS	REG. NO.	DATE ISSUED
41-09 41-41 KISSENA BOULEVARD	QNS	313	05044	0001	PAEB	420353	NOV 16, 1988

PRESENT STATUS OF PREMISES	LAST INSPECTED	STYS	APTS	B ROOMS	OTHER	CNS
WAITING DISMISSAL REQUEST	11-07-89	006	0204	0030		1

TYPE OF INSPECTION	REASON

NAME AND ADDRESS OF: AGENT
EFFECP
PERPAP
41-28 KISSENA BOULEVARD
FLUSHING, N.Y. 11355

DATE REPORTED	STY	INSP RPT 1ST	INSP RPT 2ND	ITEM	ORDER	SECTION OR COMPLAINT NO	VIOLATION DESCRIPTION
5-23-89	C2			356	510 C	26-10.C	DISMISSED. TE THE NUISANCE ATED CCCK
						ISSUED 06/24/89	FFV PRI 05/23/89
5-23-89	C2			355	502 d	26-10.C1 ACP CCCE	PROPERLY REPAIR WITH SIMILAR MATERIAL THE BROKEN OR DEFECTIVE WOOD FLOOR KITCHEN 2 STY APT 2P NORTH SECTION.
LATE CERTIFIED				CCC		ISSUED 06/24/89	FFV PRI 05/23/89
5-23-89	C2			401	505 A	26-10.C1 ACP CCCE	REPLACE WITH NEW THE BROKEN OR DEFECTIVE REFRIGERATOR DOOR RUBBER GASKET 2 STY APT 2P NORTH SECTION.
DEADLINE 11/13/89						ISSUED 06/24/89	FFV PRI 05/23/89
5-23-89	C2			401	502 d	26-10.C1 ACP CCCE	PROPERLY REPAIR WITH SIMILAR MATERIAL THE BROKEN OR DEFECTIVE CERAMIC TILE WALLS BATHROOM 2 STY APT 2P NORTH SECTION.
LATE CERTIFIED						ISSUED 06/24/89	FFV PRI 05/23/89
5-23-89	C2			402	575 d	26-10.C1 ACP CCCE	REPAIR THE LEAKY AND/OR DEFECTIVE FAUCETS BASEBASIN 2 STY APT 2P BATHROOM NORTH SECTION.
LATE CERTIFIED						ISSUED 06/24/89	FFV PRI 05/23/89

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PRIMC HOUSE NO	STREET CODE	SC-B-BRST		CONTINUED ON

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THE CITY OF NEW YORK
Department of Housing Preservation and Development
Office of Rent and Housing Maintenance

03-09-EC A
LST PUB PT WSP

PAGE 1

PREMISES	BORO	AREA	BLOCK	LOT	CLASS	REG. NO.	DATE ISSUED
41-09 41-41 KISSENA BOULEVARD	QNS	313	05044	0001	A881	420393	NOV 16, 1981

PRESENT STATUS OF PREMISES	LAST INSPECTED	STYS	APTS	B ROOMS	OTHER	CMS
AWAITING DISMISSAL REQUEST	10-07-89	006	0204	0000		7

TYPE OF INSPECTION	REASON

NAME AND ADDRESS OF AGENT
EFFECA
PERRAR
41-26 KISSENA BOULEVARD
FLUSHING, N.Y. 11355

DATE REPORTED	STY	INSP REPT 1ST	INSP REPT 2ND	ITEM	ORDER	SECTION OR COMPLAINT NO.	VIOLATION DESCRIPTION
5-23-89	02			402	525 A	26e-10.01 ADM CODE REFIT FRONT DOOR DOOR TO TERRACE	
						2 STY ART 2B ROOM SECTION.	
DEADLINE 11/13/89						ISSUED 06/24/89 FRV PRT 05/23/89	
5-23-89	02			404	510 B	26e-10.01 ADM CODE & 305 P/C LAW CREATE THE NUISANCE	
						CONSISTING OF MAIN WATER LEAK OVER FRONT ROOM IN	
						KITCHEN 2 STY ART 2B ROOM SECTION.	
LATE CERTIFIED						ISSUED 06/24/89 FRV PRT 05/23/89	
5-23-89	02			405	7.1 B	26e-20.08,20.09 ADM CODE PROVIDE AN APPROVED AND	
						OPERATIONAL SMOKE DETECTING DEVICE, INSTALLED IN	
						ACCORDANCE WITH DEPARTMENT OF BUILDINGS RULES AND	
						REGULATIONS MISSING 2 STY ART 2B ROOM SECTION.	
LATE CERTIFIED						ISSUED 06/24/89 FRV PRT 05/23/89	
5-23-89	02			406	508 B	26e-10.01 ADM CODE REPAIR THE BROKEN OR DEFECTIVE	
						PLASTERED SURFACES AND PAINT IN A UNIFORM COLOR (LO	
						BATHROOM 2 STY ART 2A CENTER SECTION.	
LATE CERTIFIED						ISSUED 06/24/89 FRV PRT 05/23/89	
				CCC	1		
5-23-89	02			407	652* A	26e-20.05 ADM CODE PROVIDE A LOCK AND KEY TO THE	
						ENTRANCE DOOR OF DWELLING UNIT AND, IF A CL A	
						MULTIPLE DWELLING, ALSO PROVI DOUBLE CYLINDER DEAD BOLT CHAIN	
						DOOR GUARD 2 STY ART 2A CENTER SECTION.	
DEADLINE 11/13/89						ISSUED 06/24/89 FRV PRT 05/23/89	

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PRIMC HOUSE NO	STREET CODE	SC-B-BIST				CONTINUED ON

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DATE	INITIALS	BADGE NO

LIST OF PENDING VIOLATIONS
THE CITY OF NEW YORK
Department of Housing Preservation and Development
Office of Rent and Housing Maintenance

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LST PUB FY HSP

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PREMISES	BORO	AREA	BLOCK	LOT	CLASS	REG. NO.	DATE ISSUED
41-09 41-41 KISSENA BOULEVARD	QNS	313	05044	0001	B2E8	420393	NOV 18, 1988

PRESENT STATUS OF PREMISES	LAST INSPECTED	STY'S	APTS	B ROOMS	OTHER	CAS
AWAITING DISMISSAL REQUEST	10-07-89	036	0264	0000		T

TYPE OF INSPECTION	REASON

NAME AND ADDRESS OF: AGENT
EFFICA
PPPPPP
41-09 KISSENA BOULEVARD
FLUSHING, N.Y. 11355

DATE REPORTED	STY	INSP RPT 1ST	INSP RPT 2ND	ITEM	ORDER	SECTION OR COMPLAINT NO.	VIOLATION DESCRIPTION
9-23-89	C2			408	514 B	26-10.C1 ACM CCCE FAILURE TO PERMIT THE BATHROOM CE DEFECTIVE EXHAUST FANS BATHROOM & KITCHEN 2 STY APT 2A CENTER SECTION.	
LATE CERTIFIED						ISSUED 10/24/89 FRV RPT 09/23/89	
9-23-89	C2			409	516 B	26-10.C1 ACM CCCE DISMISSED AND/OR DEFECTIVE FALCET SECTION	
LATE CERTIFIED						ISSUED 10/24/89 FRV RPT 09/23/89	
9-23-89	C2			410	510 B	26-10.C1 ACM CCCE & 309 P/C LAW ABATE THE NUISANCE CONSIST DISMISSED PERMANENT ROOM WINDOWS STY APT 2LL SOUTH	
LATE CERTIFIED						ISSUED	
9-23-89	C2			411	556 A	26-12.A1 ACM CCCE DISMISSED CONCRETE PAINT TO THE SAID PREMISES INTERIOR WINDOW ILL FRAMES STY APT 2LL SOUTH SECTION.	
DEADLINE 11/13/89						ISSUED 10/24/89 FRV RPT 09/23/89	
9-23-89	C2			412	516 C	26-10.C DISMISSED ABATE THE NUISANCE CONSIST DEFECTIVE PLASTER APT 2LL.	
						ISSUED 10/24/89 FRV RPT 09/23/89	

PRMC HOUSE NO	STREET CODE	SC D-ORST		CC 07	1	PAGE 22
0041-09	03390	0413				CONTINUED ON

AN ASTERISK (*) FOLLOWING AN ORDER NUMBER DENOTES A RENT IMPAIRING VIOLATION.
(ABSTRACT OF SECTION 302A, MULTIPLE DWELLING LAW. "A FIRE HAZARD OR A SERIOUS THREAT TO LIFE, HEALTH AND SAFETY OF OCCUPANTS, IF UNCORRECTED SIX (6) MONTHS AFTER THE ISSUANCE OF VIOLATION NOTICE, THE OWNER MAY NOT RECOVER RENT").

◇ PRV. RPT. (PREVIOUS REPORT): EXPLANATION OF PREVIOUS REPORT SYMBOLS

1-9 NO ACCESS
D DEFECT LETTER ISSUED
E PREVIOUSLY RECOMMENDED TO COURT
N NOT COMPLIED WITH
P VIOLATION PREVIOUSLY REPORTED
V VIOLATION REPORTED
W WAIVED TO SUPERVISOR

OWNERSHIP:

THE OWNER OF EVERY MULTIPLE DWELLING WHETHER INDIVIDUAL OR CORPORATION MUST FILE A REGISTRATION STATEMENT WITH THIS DEPARTMENT (Sec. D26-41.03, Admin. Code).

WHENEVER OWNERSHIP OF A MULTIPLE DWELLING IS TRANSFERRED OR SOLD, THE FORMER OWNER SHALL FILE WITH THIS DEPARTMENT WITHIN FIVE (5) DAYS A WRITTEN STATEMENT CONTAINING THE NAME AND RESIDENCE AND BUSINESS ADDRESS OF THE NEW OWNER (Sec. D26-41.05).

DATE	INITIALS	BADGE NO

LIST OF PENDING VIOLATIONS
THE CITY OF NEW YORK
Department of Housing Preservation and Development
Office of Rent and Housing Maintenance

C3-C5-EC A
LST PUB PT INSP

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PREMISES	BORO	AREA	BLOCK	LOT	CLASS	REG. NO.	DATE ISSUED
41-05 41-41 KISSENA BOULEVARD	QNS	313	05964	0001	MULT	420382	NOV 16, 1981

PRESENT STATUS OF PREMISES	LAST INSPECTED	STYS	APTS.	ROOMS	OTHER	CMS	NAME AND ADDRESS OF AGENT
AWAITING DISMISSAL REQUEST	10-07-85	006	0264	0000		7	EFFECA PEPPAR 41-25 KISSENA BOULEVARD FLUSHING, N.Y. 11355

TYPE OF INSPECTION	REASON

DATE REPORTED	STY	INSP REPT 1ST	INSP REPT 2ND	ITEM	ORDER	SECTION OR COMPLAINT NO.	VIOLATION DESCRIPTION
5-23-85	C2			413	510 B	D26-13.01 ADM CODE & 3.05 M/E LAW CREATE THE NUISANCE CONSISTING OF CONCEALED LEAK CLG TERRACE 2 STY APT 2FF SOUTH SECTION.	
LATE CERTIFIED					CCC	ISSUED 10/24/85 FFV FFI 05/23/85	
5-23-85	C2			414	556 A	D26-12.01 ADM CODE PAINT WITH LIGHT COLORED PAINT TO THE SATISFACTION OF THIS DEPARTMENT WALLS & CLG SOUTHWEST ROOM 2 STY APT 2FF SOUTH SECTION.	
DEADLINE 11/13/85						ISSUED 10/24/85 FFV FFI 05/23/85	
5-23-85	C1			415	701 d	D26-20.03,20.05 ADM CODE PROVIDE AN APPROVED AND OPERATIONAL SMOKE DETECTING DEVICE, INSTALLED IN ACCORDANCE WITH DEPARTMENT OF BUILDINGS RULES AND REGULATIONS MISSING 4 STY APT 11 NORTH SECTION.	
LATE CERTIFIED						ISSUED 10/24/85 FFV FFI 05/23/85	
5-23-85	C1			416	701 d	D26-20.03,20.05 ADM CODE PROVIDE AN APPROVED AND OPERATIONAL SMOKE DETECTING DEVICE, INSTALLED IN ACCORDANCE WITH DEPARTMENT OF BUILDINGS RULES AND REGULATIONS MISSING 4 STY APT 11 NORTH SECTION.	
LATE CERTIFIED						ISSUED 10/24/85 FFV FFI 05/23/85	

DISMISSED

0041-05	32350	C413	P CC 07 1	PAGE 34
PRIMC HOUS. NO	STREET CODE	SC-B-BIST		CONTINUED ON

AN ASTERISK (*) FOLLOWING AN ORDER NUMBER DENOTES A RENT IMPAIRING VIOLATION.
(ABSTRACT OF SECTION 302A, MULTIPLE DWELLING LAW. "A FIRE HAZARD OR A SERIOUS THREAT TO LIFE, HEALTH AND SAFETY OF OCCUPANTS. IF UNCORRECTED SIX (6) MONTHS AFTER THE ISSUANCE OF VIOLATION NOTICE, THE OWNER MAY NOT RECOVER RENT").

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DATE	INITIALS	CARGE NO

LIST OF PENDING VIOLATIONS
THE CITY OF NEW YORK
Department of Housing Preservation and Development
Office of Rent and Housing Maintenance

C3-C9-EC A
LST PUB PT MBP

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PREMISES	BORO	AREA	BLOCK	LOT	CLASS	REG. NO.	DATE ISSUED
41-09 41-41 KISSENA BOULEVARD	QNS	313	05044	0001	PAEJ	412393	NOV 16, 1988

PRESENT STATUS OF PREMISES	LAST INSPECTED	STY'S	APTS	B ROOMS	OTHER	CMS	NAME AND ADDRESS OF: AGENT
AWAITING DISMISSAL REQUEST	10-07-89	06	0204	0000		1	OFFICE PERSON 41-09 KISSENA BOULEVARD FLUSHING, N.Y. 11355

TYPE OF INSPECTION	REASON

DATE REPORTED	STY	INSP REPT 1ST	INSP REPT 2ND	ITEM	ORDER	SECTION OR COMPLAINT NO.	VIOLATION DESCRIPTION
9-22-89	C1			417	See d	26-13.(	E CONSISTING OF CCK 1 STY ART SS SOUTH SECTION. ISSUED 10/24/89 PRV RPT 10/23/89
LATE CERTIFIED							
9-22-89	C1			418	510 C	26-10.(	EATE THE NUISANCE FORMED LOCK SS SOUTH SECTION. ISSUED 10/24/89 PRV RPT 10/23/89
9-22-89	C1			419	722 B	26-2(	CE THE SPOKE ENANT CRIST BARON ISSUED 10/24/89 PRV RPT 10/23/89
LATE CERTIFIED							
9-22-89	C5			420	504 C	26-10.(	REPLACE WITH NEW THE MISSING LASS L CCK 2 STY CENTER EAST ISSUED 10/24/89
				CCC	1		
10-07-89	C1			421	510 C	26-10.C1 ADM CODE § 305 P/C LAW CREATE THE NUISANCE CONSISTING OF DOUBLE CYLINDER LOCK ENTRANCE TO ELEC EAST (WEST DOOR. ISSUED 11/16/89 PRV RPT 10/07/89	
DATE TO CERT 12/10/89							

(641-09	52250	0413				PAGE 2
HOUSE NO	STREET CODE	SC-B-BST				CONTINUED ON

AN ASTERISK (*) FOLLOWING AN ORDER NUMBER DENOTES A RENT IMPAIRING VIOLATION.
(ABSTRACT OF SECTION 302A, MULTIPLE DWELLING LAW. "A FIRE HAZARD OR A SERIOUS THREAT TO LIFE, HEALTH AND SAFETY OF OCCUPANTS. IF UNCORRECTED SIX (6) MONTHS AFTER THE ISSUANCE OF VIOLATION NOTICE, THE OWNER MAY NOT RECOVER RENT").

O PRV. RPT. (PREVIOUS REPORT) EXPLANATION OF PREVIOUS REPORT SYMBOLS

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N NOT COMPLIED WITH
P VIOLATION PREVIOUSLY REPORTED
V VIOLATION REPORTED
W WAIVED TO SUPERVISOR

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DATE	INITIALS	BADGE NO

LIST OF PENDING VIOLATIONS
THE CITY OF NEW YORK
Department of Housing Preservation and Development
Office of Rent and Housing Maintenance

03-C9-EC A
LST PVB PT WSP

PAGE 29

PREMISES		BORO	AREA	BLOCK	LOT	CLASS	REG. NO	DATE ISSUED
41-05	41-41 KISSENA BOULEVARD	QNS	313	05044	0001	PAEJ	420393	NOV 16, 1989

PRESENT STATUS OF PREMISES	LAST INSPECTED	STY'S	APTS.	B'RMS	OTHER	CMS
AWAITING DISMISSAL REQUEST	10-07-89	006	0204	0000		1

TYPE OF INSPECTION	REASON

NAME AND ADDRESS OF AGENT
EFFECA
PERPAP
41-29 KISSENA BOULEVARD
FLUSHING, N.Y. 11355

DATE REPORTED	STY	INSP REPT 1ST	INSP REPT 2ND	ITEM	ORDER	SECTION OR COMPLAINT NO.	VIOLATION DESCRIPTION
10-07-89	CO			422	513 a	26e-10.01 ACM CODE	FIRE ESCAPE DEFECTIVE. ADJUST THE BRACKET SO THAT IT WILL SLIDE EASILY IN THE SLIDE ACCESS PRINT CENTER CELLAR AT EAST.
	DATE	TO	CERT	C1A	12/89		ISSUED 11/16/89 FOR RPT 10/07/89
10-07-89	CO			423	516 a	26e-10.01 ACM CODE	REPLACE WITH NEW THE MISSING PANEL AT PRINT CENTER ROOM CELLAR EAST
	DATE	TO	CERT	C1A	12/89		ISSUED
10-07-89	CO			424	552 a	26e-11.01, 11.03, 11.05 ACM CODE	REMOVE THE ACCUMULATION OF REFUSE AND MAINTAIN IN A CLEAN CONDITION PRINT CENTER ROOM CELLAR EAST WEST &
	DATE	TO	CERT	C1A	12/89		ISSUED 11/16/89 FOR RPT 10/07/89
10-07-89	CO			425	510 a	26e-10.01 ACM CODE & 305 P/C LAW	ABATE THE NUISANCE CONSISTING OF EXPOSED ELECTRIC WIRE CLO CELLAR IMPLCLT.
	DATE	TO	CERT	C1A	12/89		ISSUED 11/16/89 FOR RPT 10/07/89
10-07-89	CO			426	510 a	26e-10.01 ACM CODE & 305 P/C LAW	ABATE THE NUISANCE CONSISTING OF EXPOSED WIRE PETER ROOM CENTER
	DATE	TO	CERT	C1A	12/89		ISSUED FOR RPT 10/07/89

DISMISSED

DISMISSED

DISMISSED

0041-09	52350	0413	P CO 07 1	PAGE 2
PRIMC HOUSE NO	STREET CODE	SC-B-BIST		CONTINUED ON

AN ASTERISK (*) FOLLOWING AN ORDER NUMBER DENOTES A RENT IMPAIRING VIOLATION.
(ABSTRACT OF SECTION 302A, MULTIP. . DWELLING LAW. "A FIRE HAZARD OR A SERIOUS THREAT TO LIFE, HEALTH AND SAFETY OF OCCUPANTS. IF UNCORRECTED SIX (6) MONTHS AFTER THE ISSUANCE OF VIOLATION NOTICE, THE OWNER MAY NOT RECOVER RENT").

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-	-	-

LIST OF PENDING VIOLATIONS
THE CITY OF NEW YORK
Department of Housing Preservation and Development
Office of Rent and Housing Maintenance

01-01-80 A
LST PUB PT REP

PAGE 1

PREMISES		BORO	AREA	BLOCK	LOT	CLASS	REG. NO.	DATE ISSUED
41-01	41-41 BISSENA BOULEVARD	QNS	313	09044	0001	DAB3	438393	NOV 16, 1961

PRESENT STATUS OF PREMISES	LAST INSPECTED	STYS	APTS	B REGIS	OTHER	CMS	NAME AND ADDRESS OF: AGENT
AWAITING DISMISSAL REQUEST	10-07-81	006	0204	0000		1	EFFICA DEPAR 41-25 BISSENA BOULEVARD FLUSHING, N.Y. 11355

TYPE OF INSPECTION	REASON

DATE REPORTED	STY	INSP REPT 1ST	INSP REPT 2ND	ITEM	ORDER	SECTION OR COMPLAINT NO.	VIOLATION DESCRIPTION
10-07-81	AA			427	002 A	D26-11.01, 11.03, 11.05 DEP CODE REMOVE TRI ACCUMULATION OF REFUSE AND/OR RUBBISH AND MAINTAIN IN A CLEAN CONDITION THE INCINERATOR CLOSETS ALL STYS ALL SECTION.	
DATE TO CERT		03/13/82		CCC		ISSUED 11/18/81	PEN PRT 10/07/81

LAST ITEM NUMBER 427

0141-01	02350	0413	122	06 07	1	CONTINUED ON
PRIMC HOUSE NO	STREET CODE	SC B-DIST				

AN ASTERISK (*) FOLLOWING AN ORDER NUMBER DENOTES A RENT IMPAIRING VIOLATION.
(ABSTRACT OF SECTION 302A, MULTIPLE DWELLING LAW. "A FIRE HAZARD OR A SERIOUS THREAT TO LIFE, HEALTH AND SAFETY OF OCCUPANTS. IF UNCORRECTED SIX (6) MONTHS AFTER THE ISSUANCE OF VIOLATION NOTICE, THE OWNER MAY NOT RECOVER RENT").

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39. UNIT INFORMATION

Occupancy

Legal Use

The approved Certificate of Occupancy Q188437 dated 2/25/75 on file with the New York City Department of Buildings, Borough of Manhattan Lists the following permissible use and occupancy.

Story	Live Load Lbs. Per Sq. Ft.	Persons Accommodated	Use Group
Sub-Sub Cellar	On Ground		Storage, Boiler room, 106 Car Garage, 91 Car Parking Area
Sub-Cellar	100	400	Bank & 12 Stores, including 2 Restaurant, and Dry Cleaner
		400	Market
Cellar	50	300	Offices
First thru Sixth Floor	40 ea. Fl.	34 ea. Fl.	Multiple Dwelling "A"

Actual Use

The actual use of the building is identified in the following section by floor and line.

Apartment line List

There are 204 apartments in 34 lines, as follows:

Locations		Room Count
Unit Line A		
1A, 2A, 3A, 4A, 5A, 6A	6 units @ 4 1/2 Rooms	27

41-25 KISSENA BOULEVARD

Locations		Room Count
Unit Line AA		
1AA, 2AA, 3AA, 4AA, 5AA, 6AA	6 units @ 4 1/2 Rooms	27
Unit Line B		
1B, 2B, 3B, 4B, 5 b, 6B	6 units @ 3 Rooms	18
Unit Line BB		
1BB, 2BB, 3BB, 4BB, 5BB, 6BB	6 units @ 3 Rooms	18
Unit Line C		
1C, 2C, 3C, 4C, 5C, 6C	6 units @ 3 Rooms	18
Unit Line CC		
1CC, 2CC, 3CC, 4CC, 5CC 6CC	6 units @ 3 Rooms	18
Unit Line D		
1D, 2D, 3D, 4D, 5D, 6D	6 units @ 2 1/2 Rooms	15
Unit Line DD		
1DD, 2DD, 3DD, 4DD, 5DD, 6DD	6 units @ 2 1/2 Rooms	15
Unit Line E		
1E, 2E, 3E, 4E, 5E, 6E	6 units @ 2 1/2 Rooms	15
Unit Line EE		
1EE, 2EE, 3EE, 4EE, 5EE, 6EE	6 units @ 2 1/2 Rooms	15
Unit Line F		
1F, 2F, 3F, 4F, 5F, 6F	6 units @ 3 Rooms	18

41-25 KISSENA BOULEVARD

Locations		Room Count
Unit Line FF		
1FF, 2FF, 3FF, 4FF, 5FF 6FF	6 units @ 3 Rooms	18
Unit Line G		
1G, 2G, 3G, 4G, 5G, 6G	6 units @ 3 1/2 Rooms	21
Unit Line GG		
1GG, 2GG, 3GG, 4GG, 5GG, 6GG	6 units @ 3 1/2 Rooms	21
Unit Line H		
1H, 2H, 3H, 4H, 5H, 6H	6 units @ 4 Rooms	24
Unit Line HH		
1HH, 2HH, 3HH, 4HH, 5HH, 6HH	6 units @ 4 Rooms	24
Unit Line J		
1J, 2J, 3J, 4J, 5J, 6J	6 units @ 2 1/2 Rooms	15
Unit Line JJ		
1JJ, 2JJ, 3JJ, 4JJ, 5JJ, 6JJ	6 units @ 2 1/2 Rooms	15
Unit Line K		
1K, 2K, 3K, 4K, 5K, 6K	6 units @ 4 Rooms	24
Unit Line KK		
1KK, 2KK, 3KK, 4KK, 5KK, 6KK	6 units @ 4 Rooms	24
Unit Line L		
1L, 2L, 3L, 4L, 5L, 6L	6 units @ 4 1/2 Rooms	27

41-25 KISSENA BOULEVARD

Locations		Room Count
Unit Line LL		
1LL, 2LL, 3LL, 4LL, 5LL, 6LL	6 units @ 4 1/2 Rooms	27
Unit Line M		
1M, 2M, 3M, 4M, 5M, 6M	6 units @ 5 1/2 Rooms	33
Unit Line MM		
1MM, 2MM, 3MM, 4MM, 5MM 6MM	6 units @ 5 1/2 Rooms	33
Unit Line N		
1N, 2N, 3N, 4N, 5N, 6N	6 units @ 3 1/2 Rooms	21
Unit Line NN		
1NN, 2NN, 3NN, 4NN, 5NN, 6NN	6 units @ 3 1/2 Rooms	21
Unit Line R		
1R, 2R, 3R, 4R, 5R, 6R	6 units @ 4 1/2 Rooms	27
Unit Line RR		
1RR, 2RR, 3RR, 4RR, 5RR, 6RR	6 units @ 4 1/2 Rooms	27
Unit Line S		
1S, 2S, 3S, 4S, 5S, 6S	6 units @ 4 1/2 Rooms	27
Unit Line SS		
1SS, 2SS, 3SS, 4SS, 5SS, 6SS	6 units @ 4 1/2 Rooms	27
Unit Line T		
1T, 2T, 3T, 4T, 5T, 6T	6 units @ 4 1/2 Rooms	27

41-25 KISSENA BOULEVARD

Locations		Room Count
Unit Line TT		
1TT, 2TT 3TT, 4TT, 5TT, 6TT	6 units @ 4 1/2 Rooms	27
Unit Line U		
1U, 2U, 3U, 4U, 5U, 6U	6 units @ 3 1/2 Rooms	21
Unit Line UU		
1UU, 2UU, 3UU, 4UU, 5UU, 6UU	6 units @ 3 1/2 Rooms	21

SUMMARY

TOTAL	204 UNITS	756

UNIT SIZE	NO. OF UNITS	NO. OF ROOMS
2 1/2 Rooms	36	90
3 Rooms	36	108
3 1/2 Rooms	36	126
4 Rooms	24	96
4 1/2 Rooms	60	270
5 1/2 Rooms	12	66
TOTAL	204 UNITS	756

Note:

Room count is based on Management's conversion room count method of each living room, bedroom, dining room kitchen or kitchenette counted as one room and each foyer as one-half room.

Of the Typical apartments visited, the floors, walls, ceiling, and built-in fixtures were in satisfactory condition at the time of inspection.

Finish Schedule

Finishes of the typical apartments and other spaces are provided on the following sheets.

Line A - Floors 1 — 1 APARTMENT - 4 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING
Foyer	Hardwood Parquet	Wood	Plaster	--	Plaster
Living Room	Hardwood Parquet	Wood	Plaster	--	Plaster
Bedroom	Hardwood Parquet	Wood	Plaster	--	Plaster
Dining Room	Hardwood Parquet	Wood	Plaster	--	Plaster
Kitchen	Resilient	Wood	Plaster	--	Plaster
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base
Dishwasher	General Electric

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line A - Floors 2, 3, 4, 5, 6, 5 APARTMENTS - 4 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING
Foyer	Hardwood Strip	Wood	Plaster	--	Plaster
Living Room	Hardwood Strip	Wood	Plaster	--	Plaster
Bedroom	Hardwood Strip	Wood	Plaster	--	Plaster
Dining Room	Hardwood Parquet	Wood	Plaster	--	Plaster
Kitchen	Resilient	Wood	Plaster	--	Plaster
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base
Dishwasher	General Electric

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

Line AA - Floors 1 — APARTMENTS - 4 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer	Hardwood Parquet	Wood	Plaster	--	Plaster	
Living Room	Hardwood Parquet	Wood	Plaster	--	Plaster	
Bedroom	Hardwood Parquet	Wood	Plaster	--	Plaster	
Dining	Hardwood Parquet	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

ine AA - Floors 2, 3, 4, 5, 6, 5 APARTMENTS - 4 1/2 ROOMS EACH

OOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
oyer	Hardwood Strip	Wood	Plaster	--	Plaster	
iving oom	Hardwood Strip	Wood	Plaster	--	Plaster	
edroom	Hardwood Strip	Wood	Plaster	--	Plaster	
ining	Hardwood Strip	Wood	Plaster	--	Plaster	
tchen	Resilient	Wood	Plaster	--	Plaster	
throom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	
throom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	

TCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

THROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

te: *Manufacturer and Size of Equipment Vary.

Line B - Floors 1 — 1 APARTMENT - 3 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING
Foyer	Hardwood Parquet	Wood	Plaster	--	Plaster
Living Room	Hardwood Parquet	Wood	Plaster	--	Plaster
Bedroom	Hardwood Parquet	Wood	Plaster	--	Plaster
Kitchen	Resilient	Wood	Plaster	--	Plaster
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line B - Floors 2, 3, 4, 5, 6 — 5 APARTMENTS - 3 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING
Foyer	Hardwood Strip	Wood	Plaster	--	Plaster
Living Room	Hardwood Strip	Wood	Plaster	--	Plaster
Bedroom	Hardwood Strip	Wood	Plaster	--	Plaster
Kitchen	Resilient	Wood	Plaster	--	Plaster
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

Line BB - Floors 1 — 1 APARTMENT - 3 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer/Dining	Hardwood Parquet	Wood	Plaster	--	Plaster	
Living Room	Hardwood Parquet	Wood	Plaster	--	Plaster	
Bedroom	Hardwood Strip	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line BB - Floors 2, 3, 4, 5, 6 5 APARTMENTS - 3 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer/Dining	Hardwood Parquet	Wood	Plaster	--	Plaster	
Living Room	Hardwood Parquet	Wood	Plaster	--	Plaster	
Bedroom	Hardwood Strip	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

Line C - Floors 1 — 1 APARTMENT - 3 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING
Foyer/Dining Room	Hardwood Parquet	Wood	Plaster	--	Plaster
Living Room	Hardwood Parquet	Wood	Plaster	--	Plaster
Bedroom	Hardwood Parquet	Wood	Plaster	--	Plaster
Kitchen	Resilient	Wood	Plaster	--	Plaster
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

Line C - Floors 2, 3, 4, 5, 6 5 APARTMENTS - 3 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer/Dining Room	Hardwood Strip	Wood	Plaster	--	Plaster	
Living Room	Hardwood Strip	Wood	Plaster	--	Plaster	
Bedroom	Hardwood Strip	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

Line CC - Floors 1 — 1 APARTMENT - 3 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer/Dining	Hardwood Parquet	Wood	Plaster	--	Plaster	
Living Room	Hardwood Parquet	Wood	Plaster	--	Plaster	
Bedroom 1	Hardwood Strip	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line CC - Floors 2, 3, 4, 5, 6 — 5 APARTMENTS - 3 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer/Dining	Hardwood Strip	Wood	Plaster	--	Plaster	
Living Room	Hardwood Strip	Wood	Plaster	--	Plaster	
Bedroom 1	Hardwood Strip	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line D - Floors 1 — 1 APARTMENT - 2 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING
Foyer/Dining Room	Hardwood Parquet	Wood	Plaster	--	Plaster
Living Room	Hardwood Parquet	Wood	Plaster	--	Plaster
Kitchen	Resilient	Wood	Plaster	--	Plaster
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line D - Floors 2, 3, 4, 5, 6 — 5 APARTMENTS - 2 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer	Hardwood Strip	Wood	Plaster	--	Plaster	
Living Room	Hardwood Strip	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

Line DD - Floors 1 — 1 APARTMENT - 2 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer/Dining	Hardwood Parquet	Wood	Plaster	--	Plaster	
Living Room	Hardwood Parquet	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom 1	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line DD - Floors 2, 3, 4, 5, 6 5 APARTMENTS - 2 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer/Dining	Hardwood Strip	Wood	Plaster	--	Plaster	
Living Room	Hardwood Strip	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

Line E - Floors 1 — 1 APARTMENT - 2 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer/Dining Room	Hardwood Parquet	Wood	Plaster	--	Plaster	
Living Room	Hardwood Parquet	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line E - Floors 2, 3, 4, 5, 6 — 5 APARTMENTS - 2 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer/Dining Room	Hardwood Strip	Wood	Plaster	--	Plaster	
Living Room	Hardwood Strip	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line EE - Floors 1 — 1 APARTMENT - 2 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer/Dining	Hardwood Parquet	Wood	Plaster	--	Plaster	
Living Room	Hardwood Parquet	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line EE - Floors 2, 3, 4, 5, 6 5 APARTMENTS - 2 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer/Dining	Hardwood Strip	Wood	Plaster	--	Plaster	
Living Room	Hardwood Strip	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line F - Floors 1 — 1 APARTMENT - 3 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer/Dining Room	Hardwood Parquet	Wood	Plaster	--	Plaster	
Living Room	Hardwood Parquet	Wood	Plaster	--	Plaster	
Bedroom	Hardwood Parquet	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line F - Floors 2, 3, 4, 5, 6 — 5 APARTMENTS - 3 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer	Hardwood Strip	Wood	Plaster	--	Plaster	
Living Room	Hardwood Strip	Wood	Plaster	--	Plaster	
Bedroom	Hardwood Strip	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

Line FF - Floors 1 — 1 APARTMENT - 3 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer/Dining	Hardwood Parquet	Wood	Plaster	--	Plaster	
Living Room	Hardwood Parquet	Wood	Plaster	--	Plaster	
Bedroom	Hardwood Parquet	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom 2	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line FF - Floors 2, 3, 4, 5, 6 5 APARTMENTS - 3 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer/Dining	Hardwood Strip	Wood	Plaster	--	Plaster	
Living Room	Hardwood Strip	Wood	Plaster	--	Plaster	
Bedroom 1	Hardwood Strip	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line G - Floors 1 — 1 APARTMENT - 3 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer/Dining	Hardwood Parquet	Wood	Plaster	--	Plaster	
Living Room	Hardwood Parquet	Wood	Plaster	--	Plaster	
Bedroom	Hardwood Parquet	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line G - Floors 2, 3, 4, 5, 6 5 APARTMENTS - 3 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer/Dining Room	Hardwood Strip	Wood	Plaster	--	Plaster	
Living Room	Hardwood Strip	Wood	Plaster	--	Plaster	
Bedroom	Hardwood Strip	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line GG - Floors 1 — 1 APARTMENT - 3 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer/Dining	Hardwood Parquet	Wood	Plaster	--	Plaster	
Living Room	Hardwood Parquet	Wood	Plaster	--	Plaster	
Bedroom	Hardwood Parquet	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line GG - Floors 2, 3, 4, 5, 6 5 APARTMENTS - 3 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer/Dining	Hardwood Strip	Wood	Plaster	--	Plaster	
Living Room	Hardwood Strip	Wood	Plaster	--	Plaster	
Bedroom	Hardwood Strip	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line H - Floors 1 — 1 APARTMENT - 4 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer	Hardwood Parquet	Wood	Plaster	--	Plaster	
Living Room	Hardwood Parquet	Wood	Plaster	--	Plaster	
Bedroom	Hardwood Parquet	Wood	Plaster	--	Plaster	
Dining	Hardwood Parquet	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base
Dishwasher	General Electric

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line H - Floors 2, 3, 4, 5, 6 5 APARTMENTS - 4 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer	Hardwood Strip	Wood	Plaster	--	Plaster	
Living Room	Hardwood Strip	Wood	Plaster	--	Plaster	
Bedroom	Hardwood Strip	Wood	Plaster	--	Plaster	
Dining	Hardwood Strip	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base
Dishwasher	General Electric

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line HH - Floors 1 — 1 APARTMENT - 4 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer	Hardwood Parquet	Wood	Plaster	--	Plaster	
Living Room	Hardwood Parquet	Wood	Plaster	--	Plaster	
Bedroom	Hardwood Parquet	Wood	Plaster	--	Plaster	
Dining	Hardwood Parquet	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom *	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line HH - Floors 2, 3, 4, 5, 6 5 APARTMENTS - 4 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer	Hardwood Parquet	Wood	Plaster	--	Plaster	
Living Room	Hardwood Parquet	Wood	Plaster	--	Plaster	
Bedroom 1	Hardwood Strip	Wood	Plaster	--	Plaster	
Dining	Hardwood Parquet	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

Line J - Floors 1 — 1 APARTMENT - 2 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer/Dining	Hardwood Parquet	Wood	Plaster	--	Plaster	
Living Room	Hardwood Parquet	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line J - Floors 2, 3, 4, 5, 6 5 APARTMENTS - 2 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer/Dining	Hardwood Parquet	Wood	Plaster	--	Plaster	
Living Room	Hardwood Parquet	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line JJ - Floors 1 — 1 APARTMENT - 2 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer/Dining	Hardwood Parquet	Wood	Plaster	--	Plaster	
Living Room	Hardwood Parquet	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom 1	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line JJ - Floors 2, 3, 4, 5, 6 5 APARTMENTS - 2 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer/Dining	Hardwood Strip	Wood	Plaster	--	Plaster	
Living Room	Hardwood Strip	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line K - Floors 1 — 1 APARTMENT - 4 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer	Hardwood Parquet	Wood	Plaster	--	Plaster	
Living Room	Hardwood Parquet	Wood	Plaster	--	Plaster	
Bedroom	Hardwood Strip	Wood	Plaster	--	Plaster	
Kitchen/Dining	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base
Dishwasher	General Electric

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line K - Floors 2, 3, 4, 5, 6 5 APARTMENTS - 4 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer	Hardwood	Wood	Plaster	--	Plaster	
Living Room	Hardwood	Wood	Plaster	--	Plaster	
Bedroom	Hardwood Strip	Wood	Plaster	--	Plaster	
Kitchen/Dining	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line KK - Floors 1 — 1 APARTMENT - 4 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer	Hardwood Parquet	Wood	Plaster	--	Plaster	
Living Room	Hardwood Parquet	Wood	Plaster	--	Plaster	
Bedroom	Hardwood Parquet	Wood	Plaster	--	Plaster	
Kitchen/Dining	Resilient	Wood	Plaster	--	Plaster	
Bathroom 1	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line KK - Floors 2, 3, 4, 5, 6 5 APARTMENTS - 4 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer	Hardwood Strip	Wood	Plaster	--	Plaster	
Living Room	Hardwood Strip	Wood	Plaster	--	Plaster	
Bedroom	Hardwood	Wood	Plaster	--	Plaster	
Dining	Hardwood Strip	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom 1	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line L - Floors 1 — 1 APARTMENTS - 4 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer	Hardwood Parquet	Wood	Plaster	--	Plaster	
Living Room	Hardwood Parquet	Wood	Plaster	--	Plaster	
Bedroom/Dining	Hardwood Parquet	Wood	Plaster	--	Plaster	
Bedroom	Hardwood Parquet	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line L - Floors 2, 3, 4, 5, 6 5 APARTMENTS - 4 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer	Hardwood Strip	Wood	Plaster	--	Plaster	
Living Room	Hardwood Strip	Wood	Plaster	--	Plaster	
Bedroom/Dining	Hardwood Strip	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base
Dishwasher	General Electric

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line LL - Floors 1 — 1 APARTMENTS - 4 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer	Hardwood Parquet	Wood	Plaster	--	Plaster	
Living Room	Hardwood Parquet	Wood	Plaster	--	Plaster	
Bedroom/Dining	Hardwood Parquet	Wood	Plaster	--	Plaster	
Bedroom 2	Hardwood Parquet	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line LL - Floors 2, 3, 4, 5, 6 APARTMENTS - 4 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer	Hardwood Strip	Wood	Plaster	--	Plaster	
Living Room	Hardwood Strip	Wood	Plaster	--	Plaster	
Bedroom/Dining	Hardwood Strip	Wood	Plaster	--	Plaster	
Bedroom 2	Hardwood Strip	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom 1	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

Line M - Floors 1 — 1 APARTMENT - 5 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer	Hardwood Parquet	Wood	Plaster	--	Plaster	
Living Room	Hardwood Parquet	Wood	Plaster	--	Plaster	
Bedroom 1	Hardwood Parquet	Wood	Plaster	--	Plaster	
Bedroom 2	Hardwood Parquet	Wood	Plaster	--	Plaster	
Dining/Bedroom	Hardwood Parquet	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom 1	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	
Bathroom 2	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	
Terrace	Concrete					

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line M - Floors 2, 3, 4, 5, 6 — 5 APARTMENTS - 5 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer	Hardwood Strip	Wood	Plaster	--	Plaster	
Living Room	Hardwood Strip	Wood	Plaster	--	Plaster	
Bedroom 1	Hardwood Strip	Wood	Plaster	--	Plaster	
Bedroom 2	Hardwood Strip	Wood	Plaster	--	Plaster	
Dining/Bedroom	Hardwood Strip	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom 1	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	
Bathroom 2	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	
Terrace	Concrete					

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

Line MM - Floors 1 — 1 APARTMENT - 5 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer	Hardwood Parquet	Wood	Plaster	--	Plaster	
Living Room	Hardwood Parquet	Wood	Plaster	--	Plaster	
Bedroom 1	Hardwood Parquet	Wood	Plaster	--	Plaster	
Bedroom 2	Hardwood Parquet	Wood	Plaster	--	Plaster	
Dining/Bedroom	Hardwood Parquet	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom 1	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	
Bathroom 2	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	
Terrace	Concrete					

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line MM - Floors 2, 3, 4, 5, 6 5 APARTMENTS - 5 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer	Hardwood Strip	Wood	Plaster	--	Plaster	
Living Room	Hardwood Strip	Wood	Plaster	--	Plaster	
Bedroom 1	Hardwood Strip	Wood	Plaster	--	Plaster	
Bedroom 2	Hardwood Strip	Wood	Plaster	--	Plaster	
Dining/Bedroom	Hardwood Strip	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	
Terrace	Concrete					

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

Line N - Floors 1 — 1 APARTMENT - 3 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer/Dining	Hardwood Parquet	Wood	Plaster	--	Plaster	
Living Room	Hardwood Parquet	Wood	Plaster	--	Plaster	
Bedroom	Hardwood Parquet	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	
Terrace	Concrete					

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line N - Floors 2, 3, 4, 5, 6 — 5 APARTMENTS - 3 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer/Dining	Hardwood Strip	Wood	Plaster	--	Plaster	
Living Room	Hardwood Strip	Wood	Plaster	--	Plaster	
Bedroom	Hardwood Strip	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	
Terrace	Concrete					

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

Line NN- Floors 1 — 1 APARTMENT - 3 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer/Dining	Hardwood Parquet	Wood	Plaster	--	Plaster	
Living Room	Hardwood Parquet	Wood	Plaster	--	Plaster	
Bedroom	Hardwood Strip	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom 1	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	
Terrace	Concrete					

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

Line NN - Floors 2, 3, 4, 5, 6 5 APARTMENTS - 3 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer/Dining	Hardwood Strip	Wood	Plaster	--	Plaster	
Living Room	Hardwood Strip	Wood	Plaster	--	Plaster	
Bedroom	Hardwood Strip	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	
Terrace	Concrete					

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

Line R - Floors 1 — 1 APARTMENT - 4 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer	Hardwood Parquet	Wood	Plaster	--	Plaster	
Living Room	Hardwood Parquet	Wood	Plaster	--	Plaster	
Bedroom/Dining	Hardwood Parquet	Wood	Plaster	--	Plaster	
Bedroom	Hardwood Parquet	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	
Terrace	Concrete					

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base
Dishwasher	General Electric

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line R - Floors 2, 3, 4, 5, 6 — 5 APARTMENTS - 4 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer	Hardwood Strip	Wood	Plaster	--	Plaster	
Living Room	Hardwood Strip	Wood	Plaster	--	Plaster	
Bedroom/Dining	Hardwood Strip	Wood	Plaster	--	Plaster	
Bedroom	Hardwood Strip	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	
Terrace	Concrete					

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base
Dishwasher	General Electric

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line RR - Floors 1 — 1 APARTMENTS - 4 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer and Foyer/Dinning	Hardwood Parquet	Wood	Plaster	--	Plaster	
Living Room	Hardwood Parquet	Wood	Plaster	--	Plaster	
Bedroom/Dining	Hardwood Parquet	Wood	Plaster	--	Plaster	
Bedroom 2	Hardwood Parquet	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom 1	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	
Terrace	Concrete					

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line RR - Floors 2, 3, 4, 5, 6 5 APARTMENTS - 4 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer and Foyer/Dining	Hardwood Strip	Wood	Plaster	--	Plaster	
Living Room	Hardwood Strip	Wood	Plaster	--	Plaster	
Bedroom/Dining	Hardwood Strip	Wood	Plaster	--	Plaster	
Bedroom 2	Hardwood Strip	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom 1	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	
Terrace	Concrete					

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

Line S - Floors 1 — 1 APARTMENT - 4 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer	Hardwood Parquet	Wood	Plaster	--	Plaster	
Living Room	Hardwood Parquet	Wood	Plaster	--	Plaster	
Bedroom/Dining	Hardwood Parquet	Wood	Plaster	--	Plaster	
Bedroom	Hardwood Parquet	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	
Terrace	Concrete					

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line S - Floors 2, 3, 4, 5, 6 5 APARTMENTS - 4 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer	Hardwood Strip	Wood	Plaster	--	Plaster	
Living Room	Hardwood Strip	Wood	Plaster	--	Plaster	
Bedroom/Dining	Hardwood Strip	Wood	Plaster	--	Plaster	
Bedroom	Hardwood Strip	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	
Terrace	Concrete					

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

Line SS - Floors 1 — 1 APARTMENT - 4 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer	Hardwood Parquet	Wood	Plaster	--	Plaster	
Living Room	Hardwood Parquet	Wood	Plaster	--	Plaster	
Bedroom/Dining	Hardwood Parquet	Wood	Plaster	--	Plaster	
Bedroom 2	Hardwood Parquet	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom 1	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	
Terrace	Concrete					

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line SS - Floors 2, 3, 4, 5, 6 5 APARTMENTS - 4 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer	Hardwood Strip	Wood	Plaster	--	Plaster	
Living Room	Hardwood Strip	Wood	Plaster	--	Plaster	
Bedroom/Dining	Hardwood Strip	Wood	Plaster	--	Plaster	
Bedroom	Hardwood Strip	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	
Terrace	Concrete					

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

Line T - Floors 1 — APARTMENTS - 4 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer	Hardwood Parquet	Wood	Plaster	--	Plaster	
Living Room	Hardwood Parquet	Wood	Plaster	--	Plaster	
Bedroom/Dining	Hardwood Strip	Wood	Plaster	--	Plaster	
Bedroom	Hardwood Strip	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	
Terrace	Concrete					

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base
Dishwasher	General Electric

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line T - Floors 2, 3, 4, 5, 6 APARTMENTS - 4 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer	Hardwood Strip	Wood	Plaster	--	Plaster	
Living Room	Hardwood Strip	Wood	Plaster	--	Plaster	
Bedroom/Dining	Hardwood Strip	Wood	Plaster	--	Plaster	
Bedroom	Hardwood Strip	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	
Terrace	Concrete					

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base
Dishwasher	General Electric

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

Line TT - Floors 1 1 APARTMENT - 4 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer	Hardwood Parquet	Wood	Plaster	--	Plaster	
Living Room	Hardwood Parquet	Wood	Plaster	--	Plaster	
Bedroom/Dining	Hardwood Parquet	Wood	Plaster	--	Plaster	
Bedroom	Hardwood Parquet	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom 1	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	
Terrace	Concrete					

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

Line TT - Floors 2, 3, 4, 5, 6 5 APARTMENTS - 4 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer	Hardwood Strip	Wood	Plaster	--	Plaster	
Living Room	Hardwood Strip	Wood	Plaster	--	Plaster	
Bedroom/Dining	Hardwood Strip	Wood	Plaster	--	Plaster	
Bedroom	Hardwood	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom 1	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	
Terrace	Concrete					

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

Line U - Floors 1 — 1 APARTMENT - 3 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer/Dining Room	Hardwood Parquet	Wood	Plaster	--	Plaster	
Living Room	Hardwood Parquet	Wood	Plaster	--	Plaster	
Bedroom	Hardwood Strip	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base
Cabinet	Wall mounted wood type

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line U - Floors 2, 3, 4, 5, 6 5 APARTMENTS - 3 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer/Dining Room	Hardwood Strip	Wood	Plaster	--	Plaster	
Living Room	Hardwood Strip	Wood	Plaster	--	Plaster	
Bedroom	Hardwood Strip	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line UU - Floors 1 — 1 APARTMENT - 3 1/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer/Dining Room	Hardwood Strip	Wood	Plaster	--	Plaster	
Living Room	Hardwood Strip	Wood	Plaster	--	Plaster	
Bedroom	Hardwood Strip	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	

KITCHEN EQUIPMENT

Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

41-25 KISSENA BOULEVARD

Line UU - Floors 2, 3, 4, 5, 6 5 APARTMENTS - 3 I/2 ROOMS EACH

ROOM	FLOOR	BASE	WALLS	WAINSCOT	CEILING	AIR CONDITIONER
Foyer/Dining Room	Hardwood Strip	Wood	Plaster	--	Plaster	
Living Room	Hardwood Strip	Wood	Plaster	--	Plaster	
Bedroom	Hardwood Strip	Wood	Plaster	--	Plaster	
Kitchen	Resilient	Wood	Plaster	--	Plaster	
Bathroom	Ceramic Tile	Ceramic Tile	Plaster	Ceramic Tile	Plaster	

KITCHEN EQUIPMENT

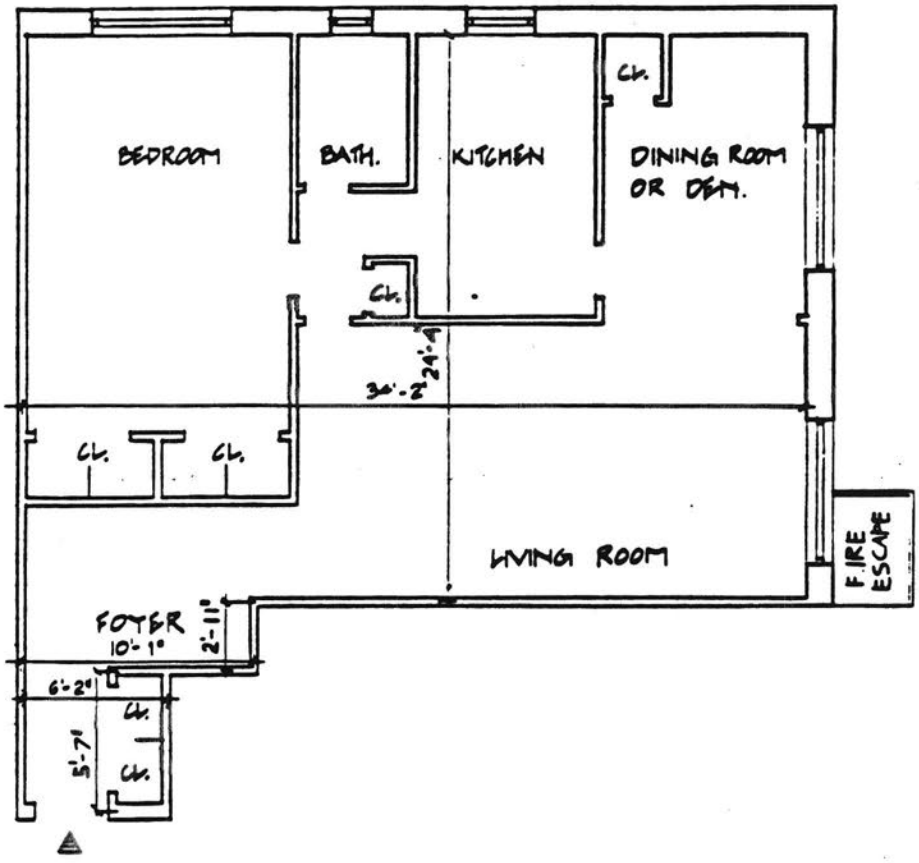
Range	Caloric, 4 burners over wood cabinet base.
Oven	Caloric, set in wood cabinet
Refrigerator	Westinghouse and other brands
Sink	Enamel on steel, wood cabinet type base

BATHROOM FIXTURES

Bathroom:	Enamel on cast iron
Lavatory:	Vitreous China, free-standing type
Water Closet:	Vitreous China, Flushometer type

Note: *Manufacturer and Size of Equipment Vary.

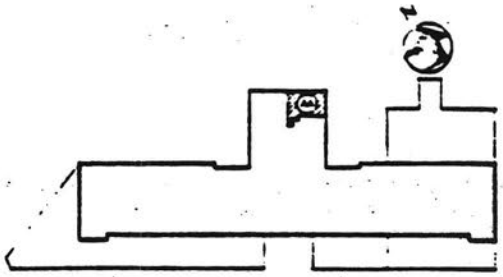
The floor plans on the flowing pages show approximation of the dimensions and space arrangment of typical units. A prospective purchaser should inspect any particular residential unit prior to purchase to determine its actual dimensions, space arrangment and physical condition.



UNIT AA

FLOORS 1.2.3.4.5.6

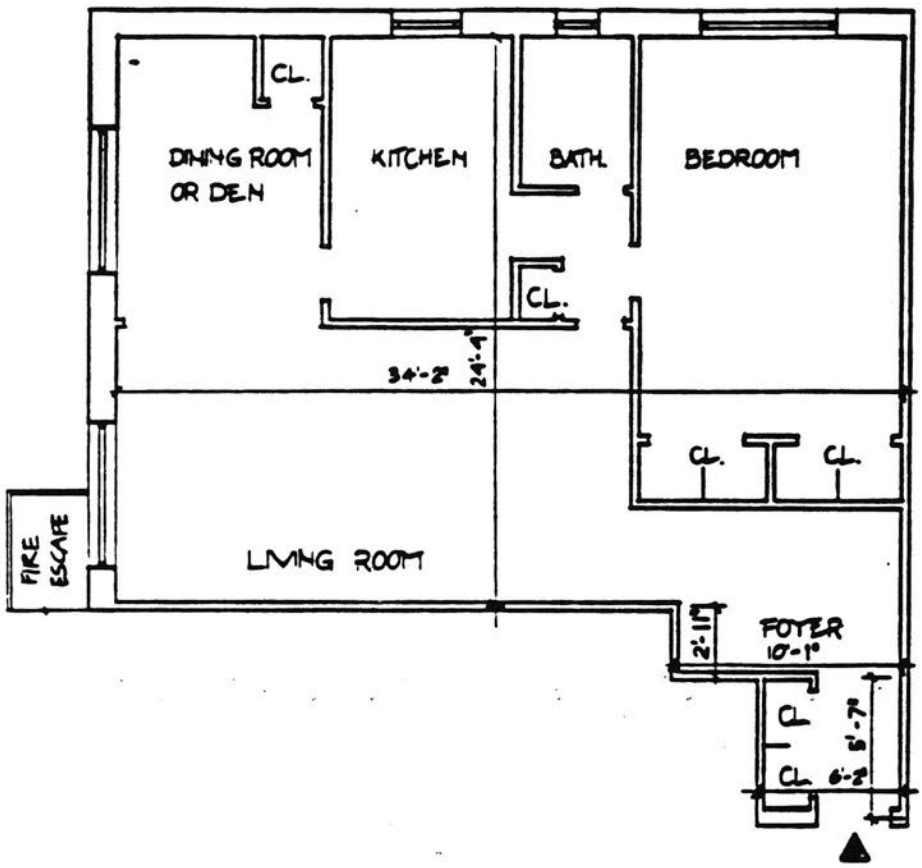
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KEY PLAN

4129 CASSENA BOULEVARD, FLUSHING, N.Y.

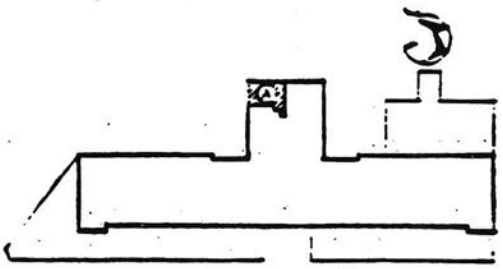
NOTE: ALL DIMENSIONS ARE APPROXIMATE



UNIT A

FLOORS 1,2,3,4,5,6

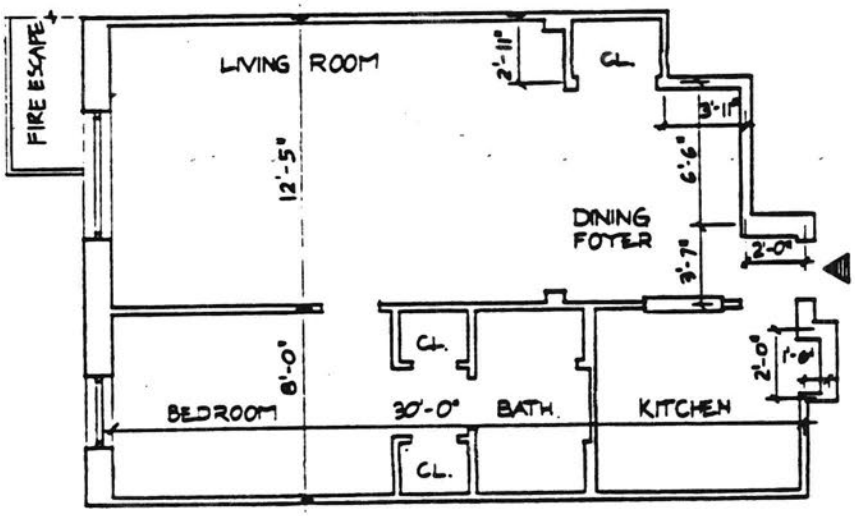
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KEY PLAN

41-25 KISSENA BOULEVARD, FLUSHING, N.Y.

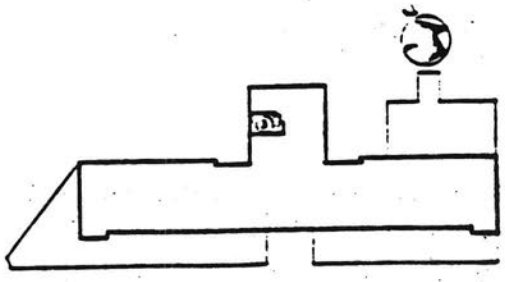
NOTE: ALL DIMENSIONS ARE APPROXIMATE.



UNIT B

FLOORS 1,2,3,4,5,6

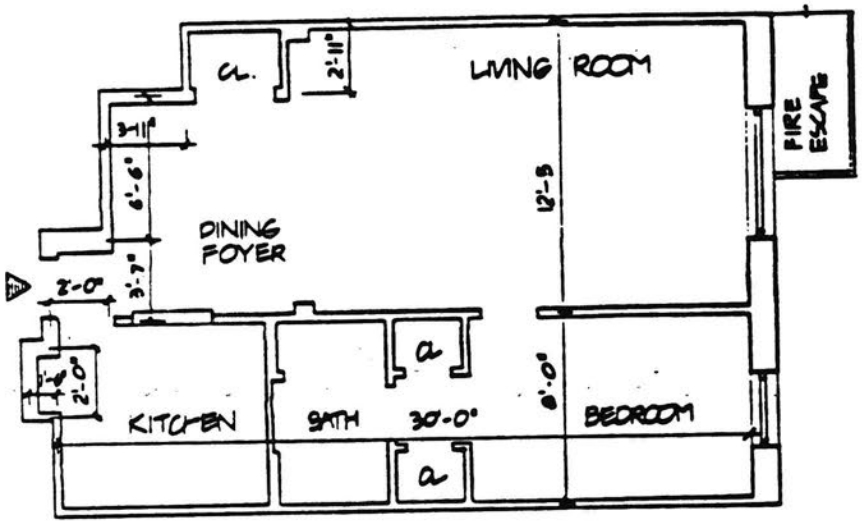
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KEY PLAN

41-25 KISSENA BOULEVARD, FLUSHING, N.Y.

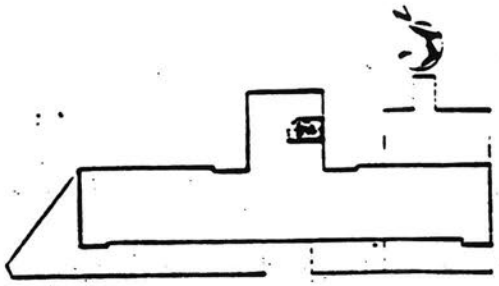
NOTE: ALL DIMENSIONS ARE APPROXIMATE



UNIT BB

FLOORS 1,2,3,4,5,6

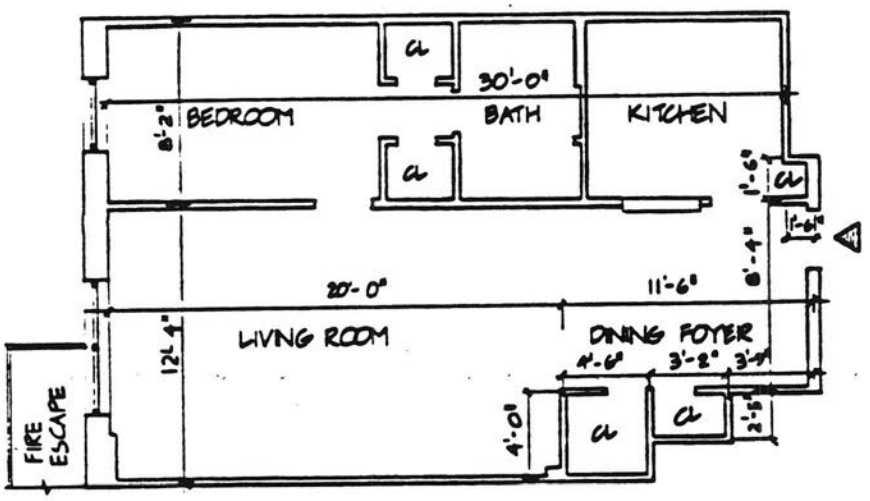
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KEY PLAN

NOTE: ALL DIMENSIONS ARE APPROXIMATE.

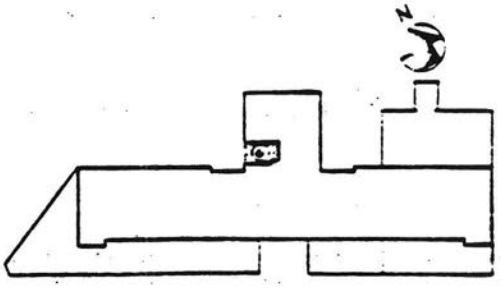
41-25 CESENA BOULEVARD, FLUSHING, N.Y.



UNIT C

FLOORS 1,2,3,4,5,6

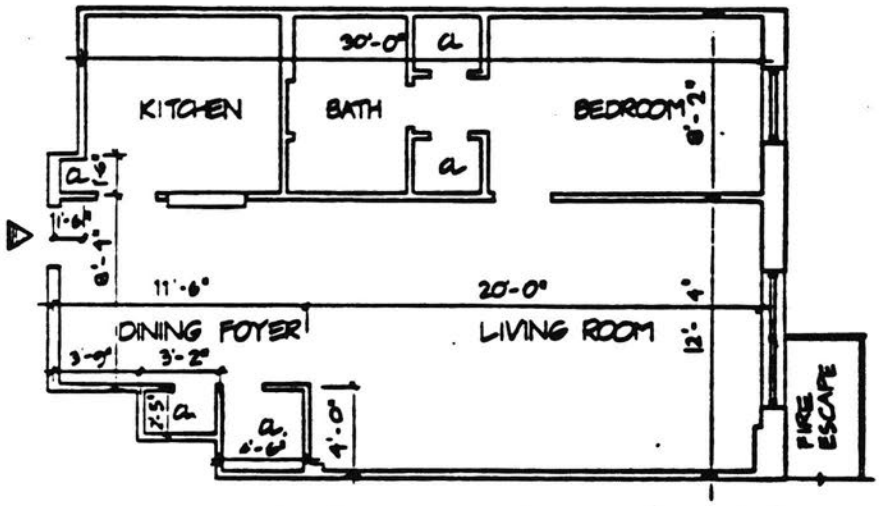
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KEY PLAN

41-25 KISSENA BOULEVARD, FLUSHING, N.Y.

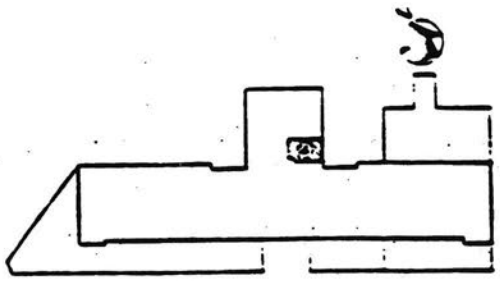
NOTE: ALL DIMENSIONS ARE APPROXIMATE.



UNIT CC

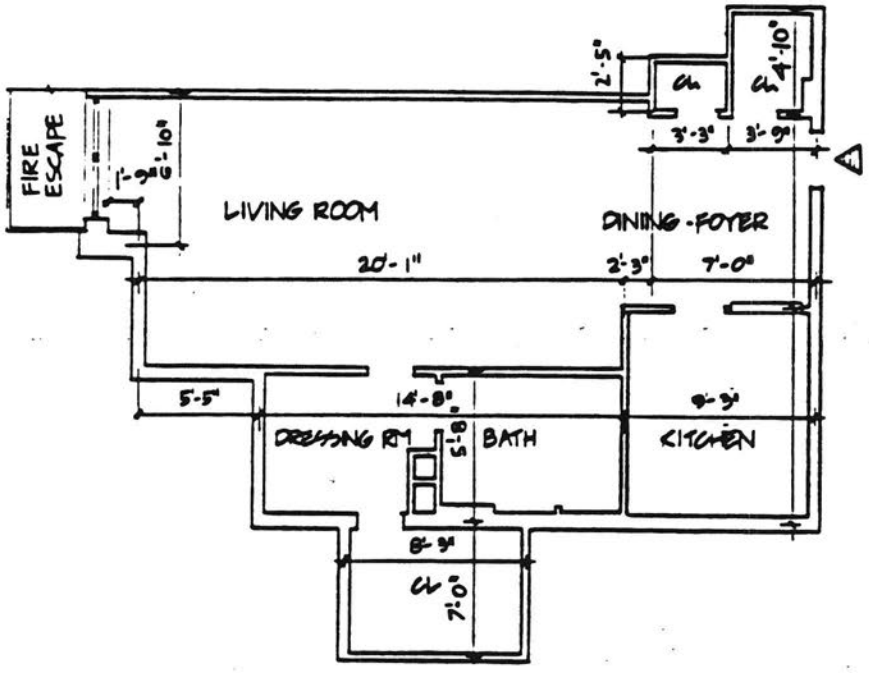
FLOORS 1,2,3,4,5,6

SCALE 0 1 2 3 4 5 10 FEET



KEY PLAN

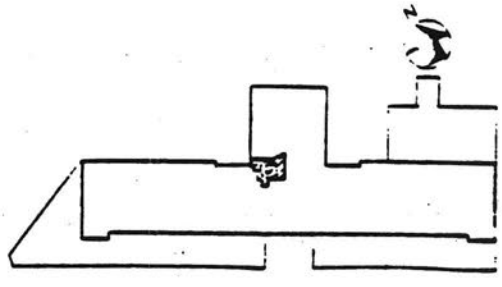
NOTE: ALL DIMENSIONS ARE APPROXIMATE.



UNIT D

FLOORS 1,2,3,4,5,6

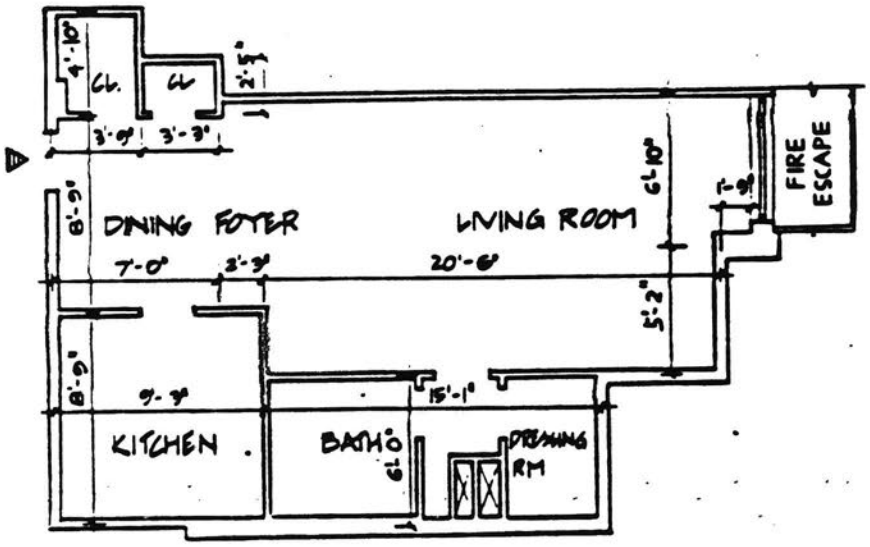
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KEY PLAN

41-25 KISSENA BOULEVARD, FLUSHING, N.Y.

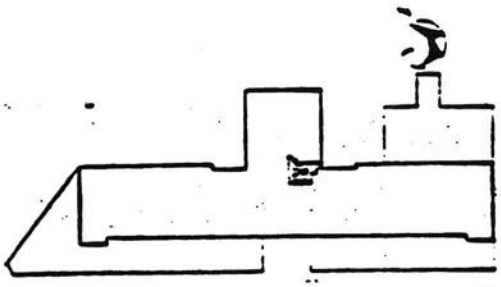
NOTE: ALL DIMENSIONS ARE APPROXIMATE.



UNIT DD

FLOORS 1.2.3.4.5.6

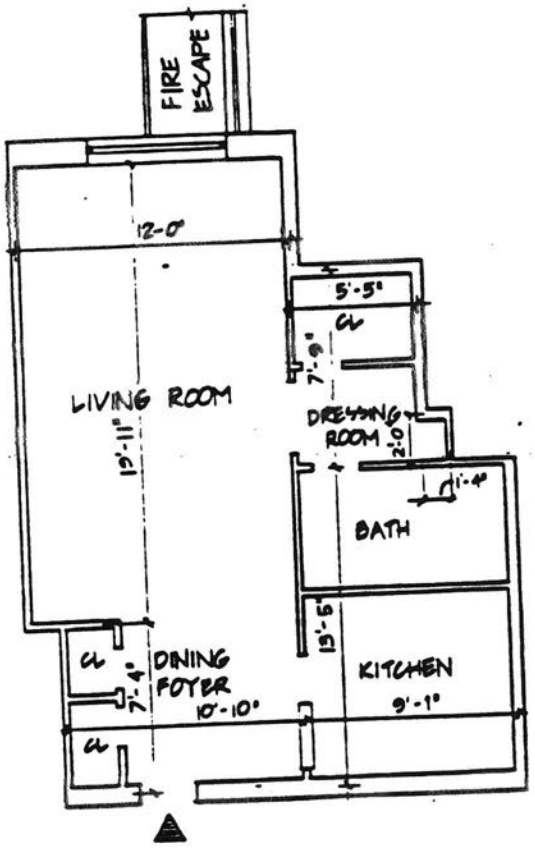
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KEY PLAN

41-25 KISSENA BOULEVARD, FLUSHING, N.Y.

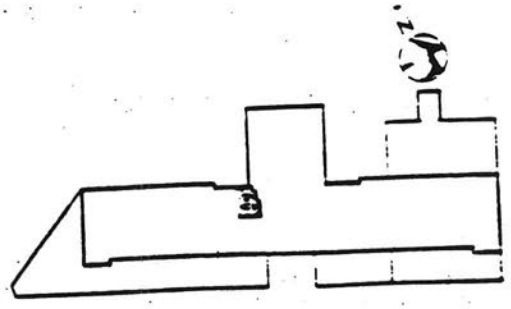
NOTE: ALL DIMENSIONS ARE APPROXIMATE



UNIT E

FLOORS 1,2,3,4,5,6

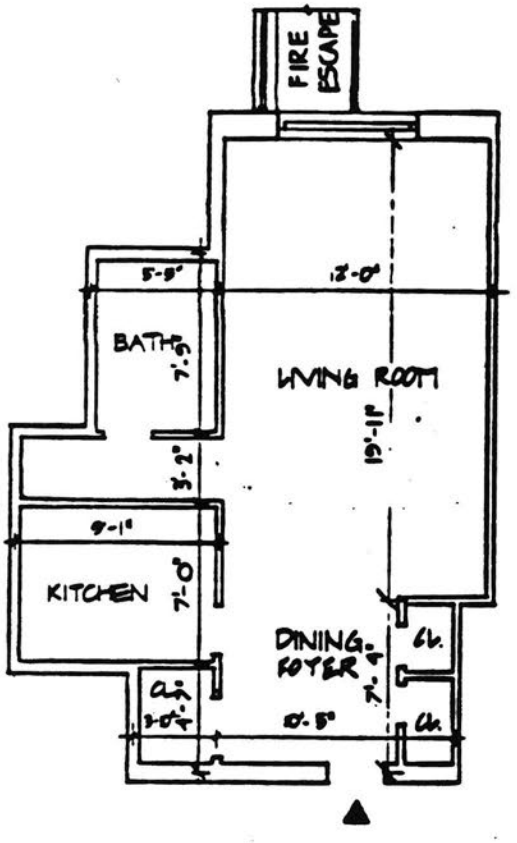
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KEY PLAN

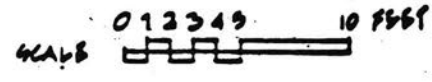
NOTE: ALL DIMENSIONS ARE APPROXIMATE.

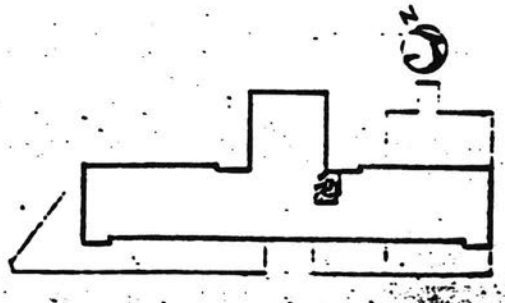
41-25 KISSENA BOULEVARD, FLUSHING, N.Y.



UNIT EE

FLOORS 1,2,3,4,5,6

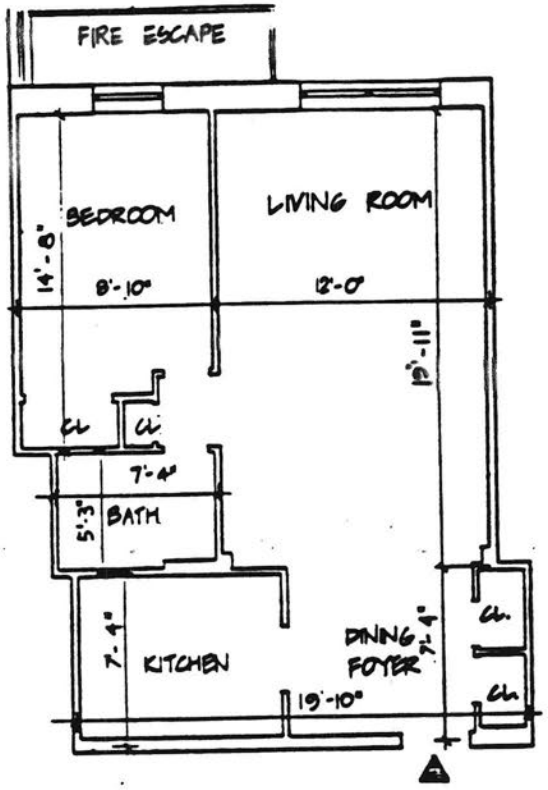




KEY PLAN

41-25 KISSENA BOULEVARD, FLUSHING, N.Y.

NOTE: ALL DIMENSIONS ARE APPROXIMATE.

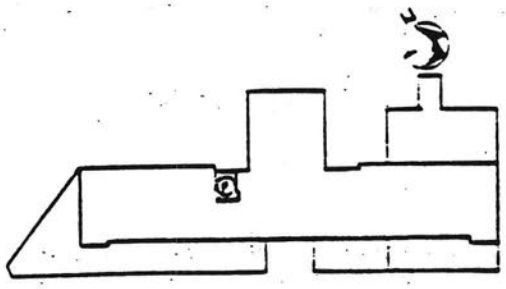


(UNIT FF SAME AS F IN REVERSE)

UNIT F

FLOORS 1,2,3,4,5,6

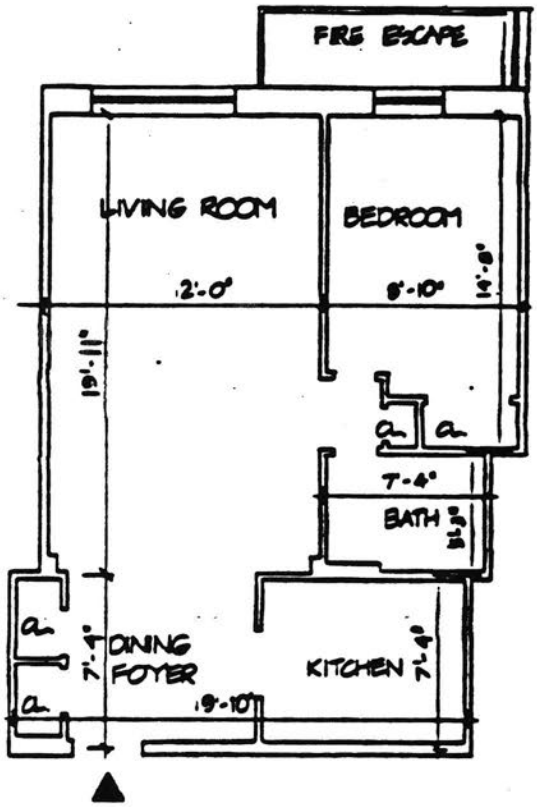
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KEY PLAN

NOTE: ALL DIMENSIONS ARE APPROXIMATE

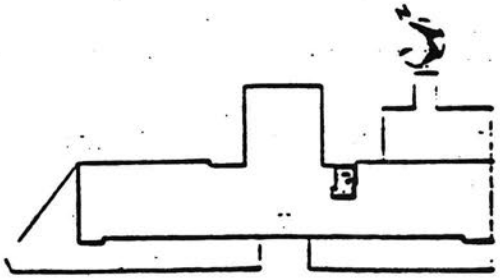
41-23 COLUMBIA BOULEVARD, FLUSHING, N.Y.



UNIT FF

FLOORS 1,2,3,4,5,6

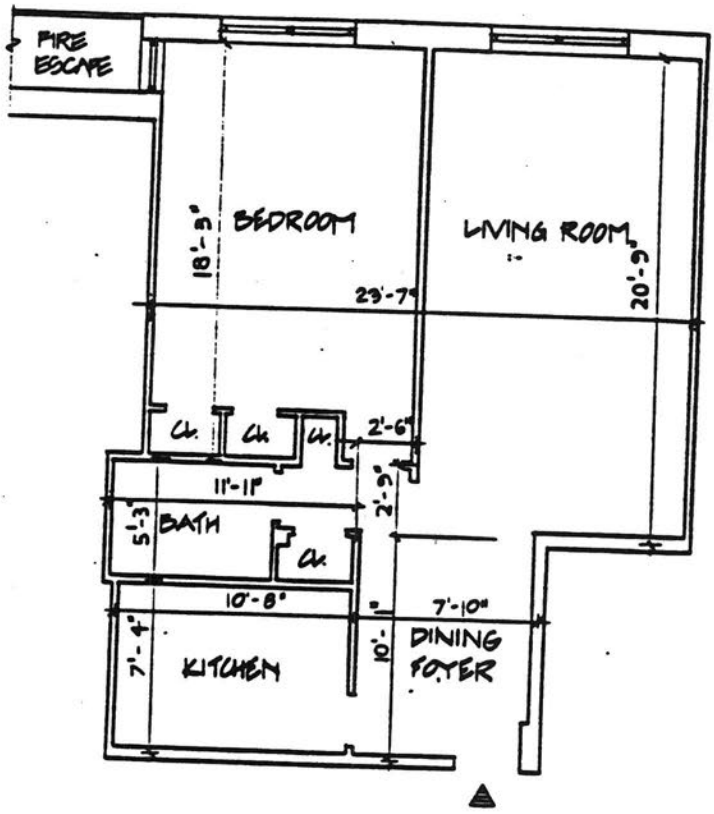
SCALE 0 1 2 3 4 5 10 FEET



KEY PLAN

41-25 KISSENA BOULEVARD, FLUSHING, N.Y.

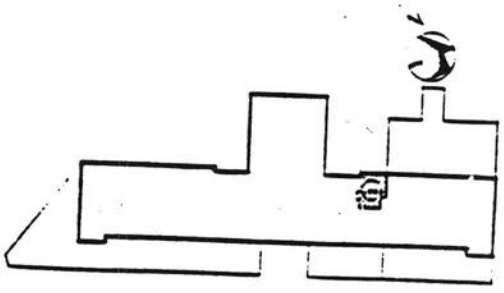
NOTE: ALL DIMENSIONS ARE APPROXIMATE



UNIT GG

FLOORS 1, 2, 3, 4 5, 6

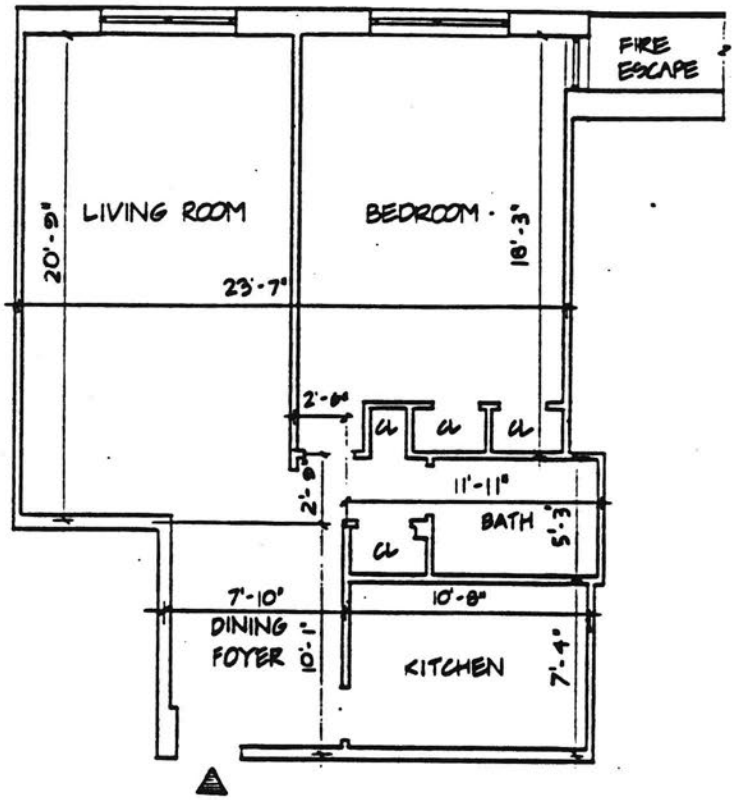
SCALE 0 1 2 3 4 5 10 FEET



KEY PLAN

KISSENA BOULEVARD FLUSHING, N.Y.

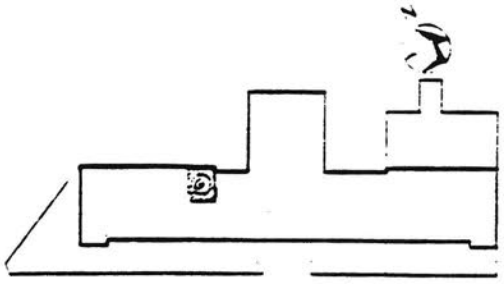
NOTE: ALL DIMENSIONS ARE APPROXIMATE



UNIT G

FLOORS 1,2,3,4,5,6

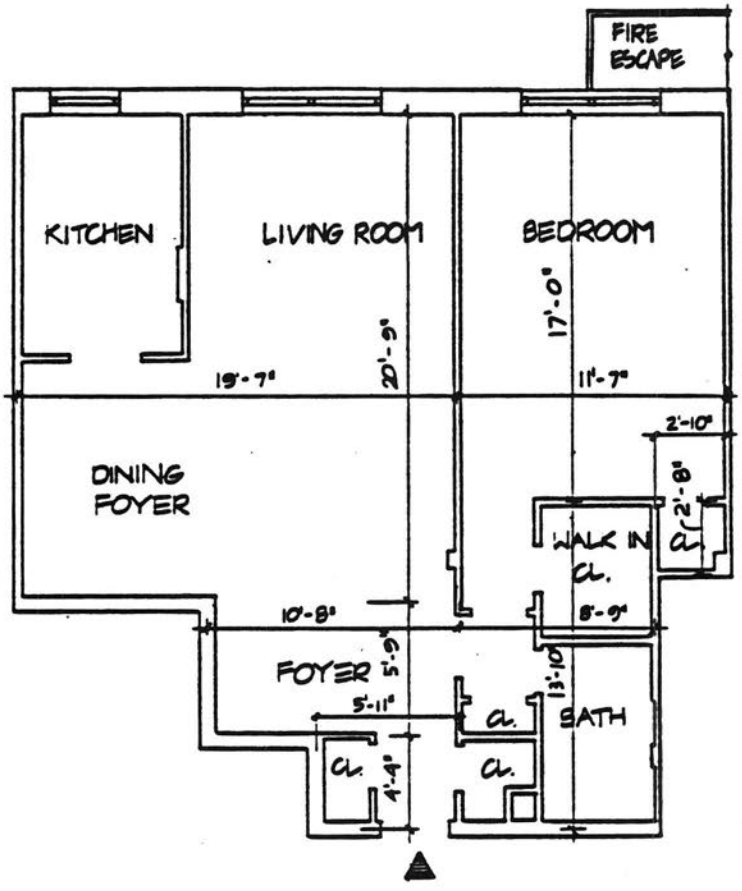
SCALE 0 1 2 3 4 5 10 FEET



KEY PLAN

41-25 KISSENA BOULEVARD, FLUSHING, N.Y.

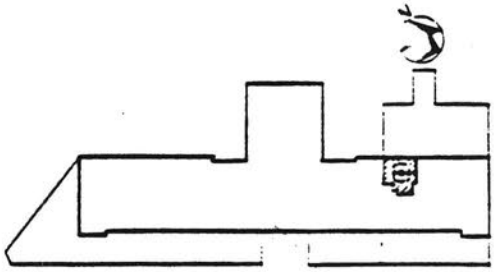
NOTE: ALL DIMENSIONS ARE APPROXIMATE.



UNIT HH

FLOORS 1, 2, 3, 4, 5, 6

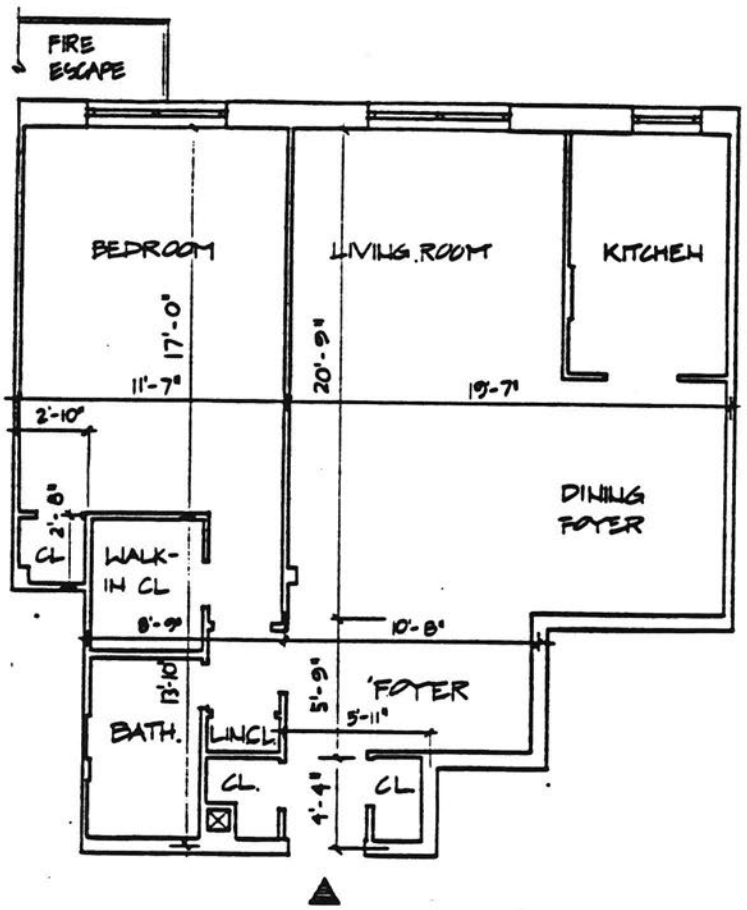
SCALE 0 1 2 3 4 5 10 FEET



KEY PLAN

41-25 KISSENA BOULEVARD, FLUSHING, N.Y.

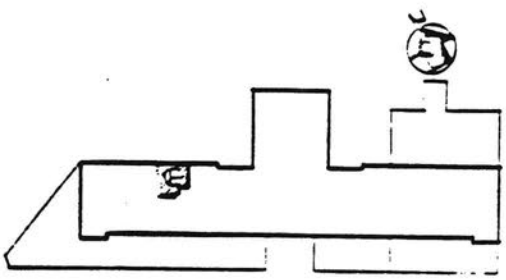
NOTE: ALL DIMENSIONS ARE APPROXIMATE.



UNIT H

FLOORS 1,2,3,4,5,6

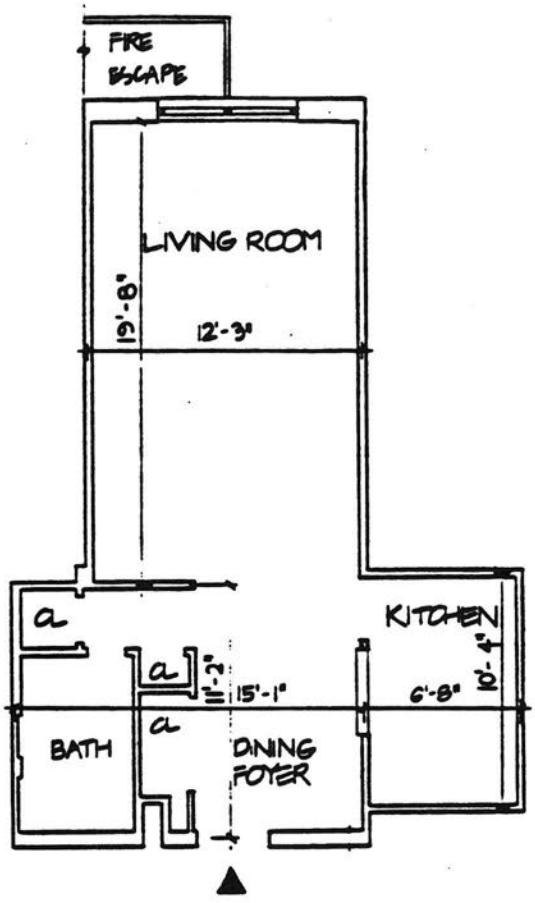
SCALE 0 1 2 3 4 5 10 FEET



KEY PLAN

41-25 KISSENA BOULEVARD, FLUSHING, N.Y.

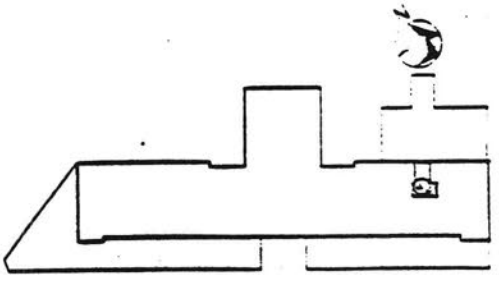
NOTE: ALL DIMENSIONS ARE APPROXIMA



UNIT JJ

FLOORS 1, 2, 3, 4, 5, 6

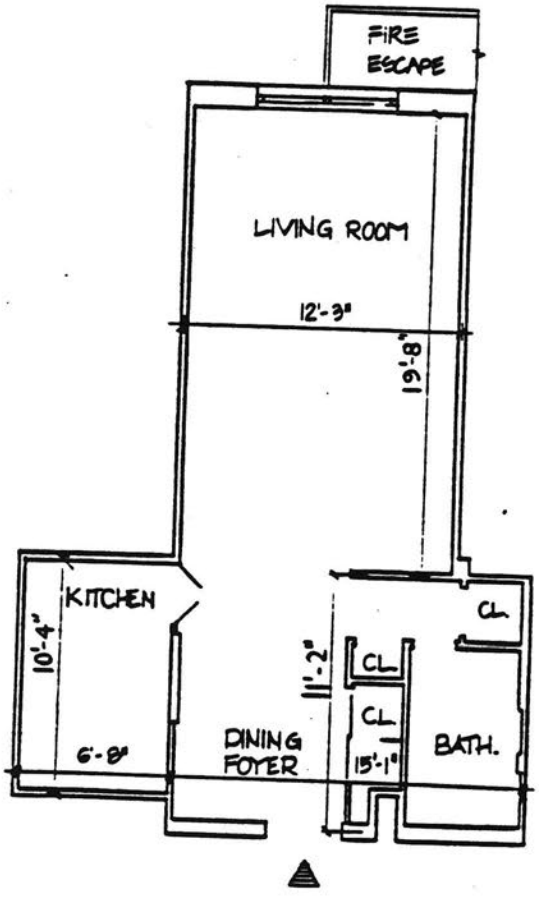
SCALE 0 1 2 3 4 5 10 FEET



KEY PLAN

41-25 CISSENA BOULEVARD, FLUSHING, N.Y.

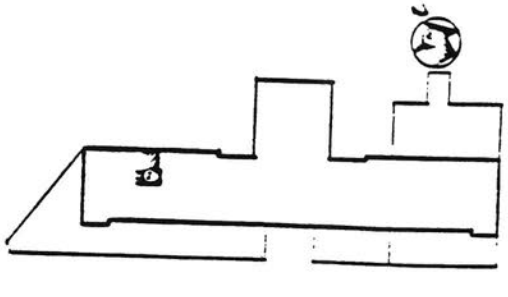
NOTE: ALL DIMENSIONS ARE APPROXIMATE.



UNIT J

FLOORS 1,2,3,4,5,6

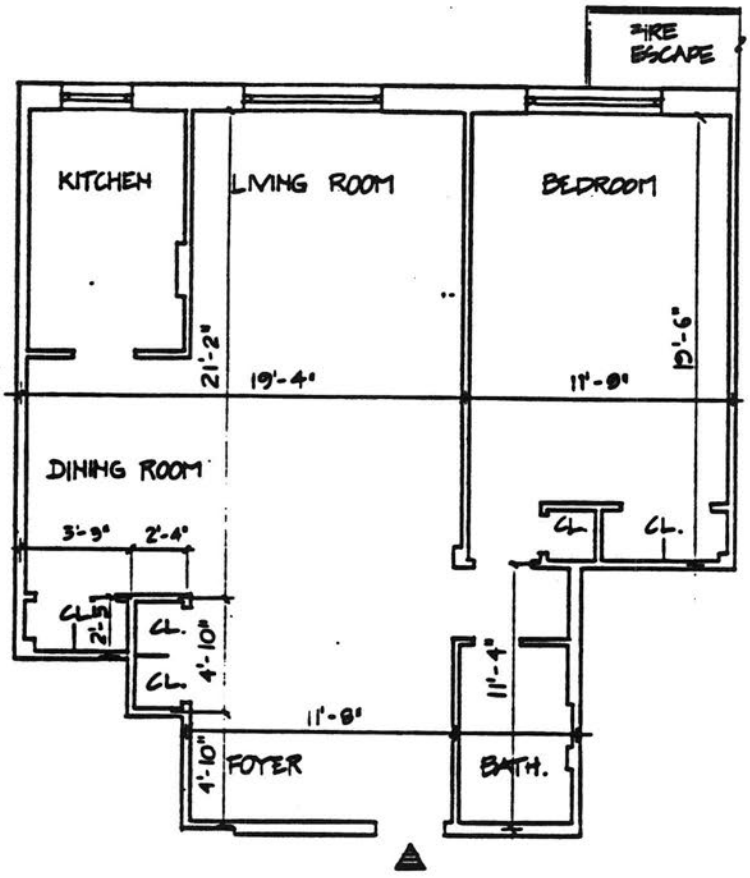
SCALE 0 1 2 3 4 5 0 FEET



KEY PLAN

41-25 KISSENA BOULEVARD, FLUSHING, N.Y.

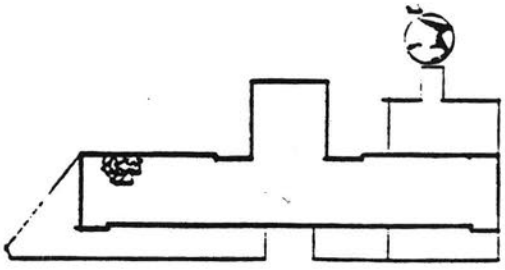
NOTE: ALL DIMENSIONS ARE APPROXIMATE



UNIT K

FLOORS 1,2,3,4,5,6

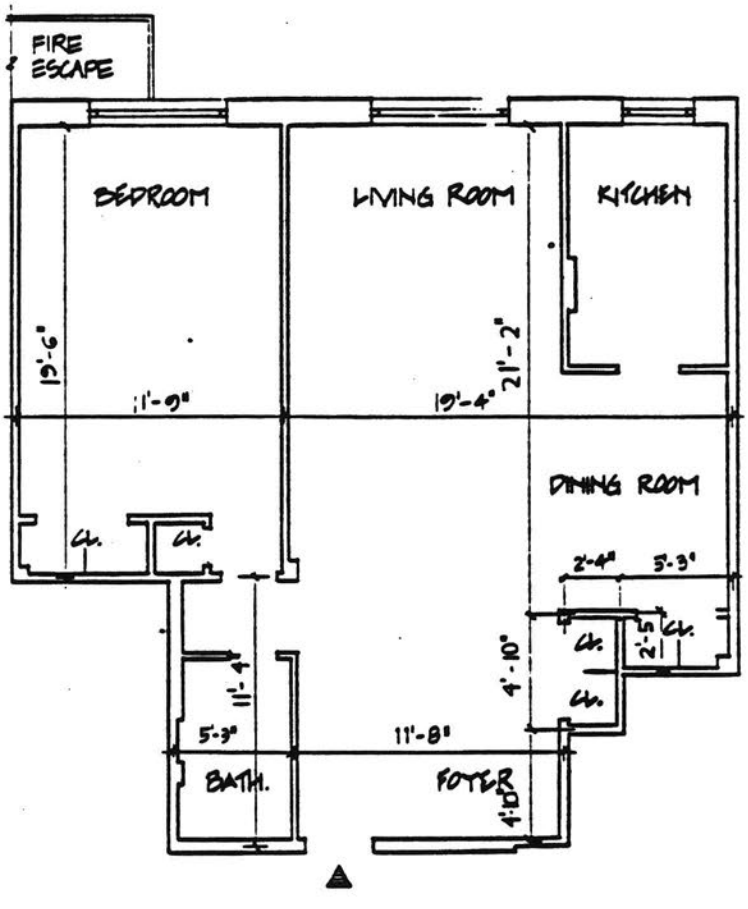
SCALE 0 1 2 3 4 8 10 FEET



KEY PLAN

41-25 KISSENA BOULEVARD, FLUSHING, N.Y.

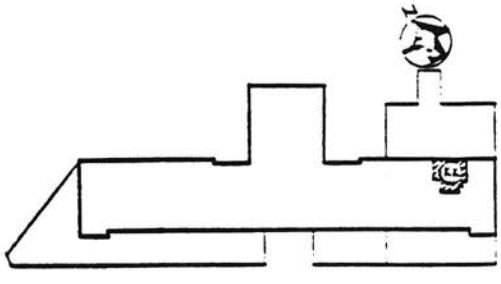
NOTE: ALL DIMENSIONS ARE APPROXIMATE



UNIT KK

FLOORS 1,2,3,4,5,6

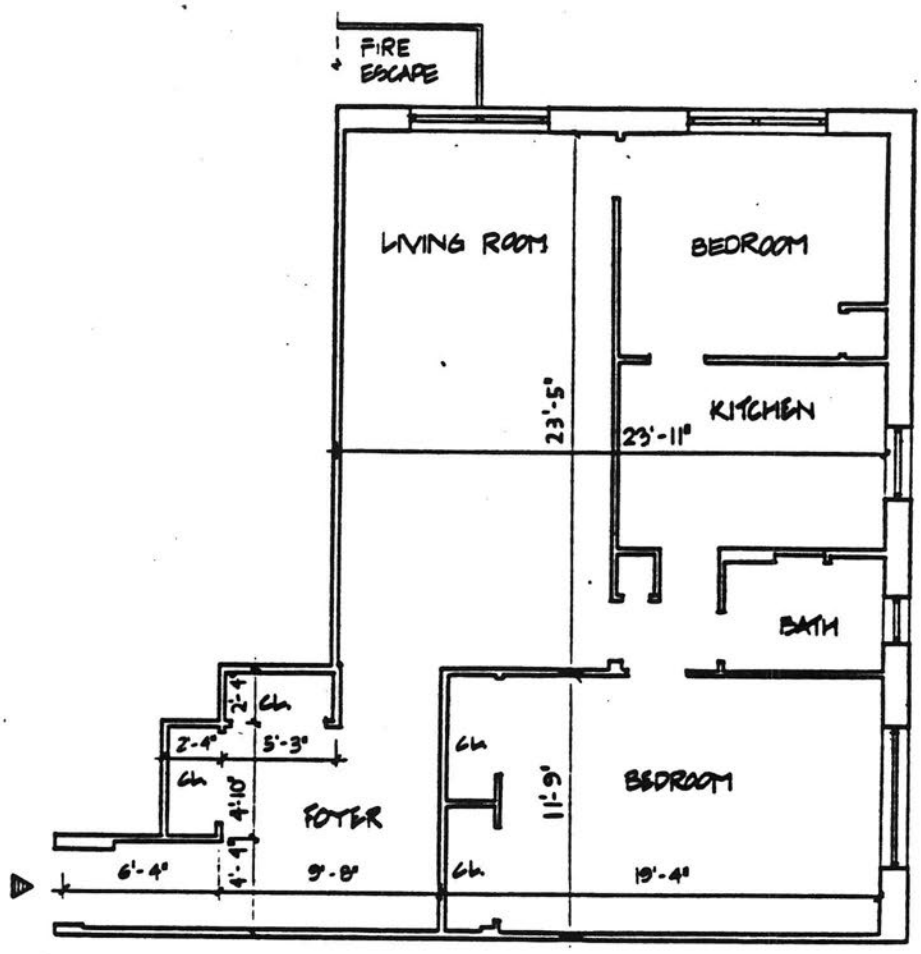
SCALE 0 1 2 3 4 5 10 FEET



KEY PLAN

41-25 KISSENA BOULEVARD, FLUSHING, N.Y.

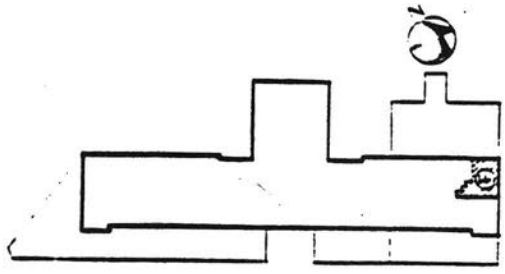
NOTE: ALL DIMENSIONS ARE APPROXIMATE



UNIT LL

FLOORS 1,2,3,4,5,6

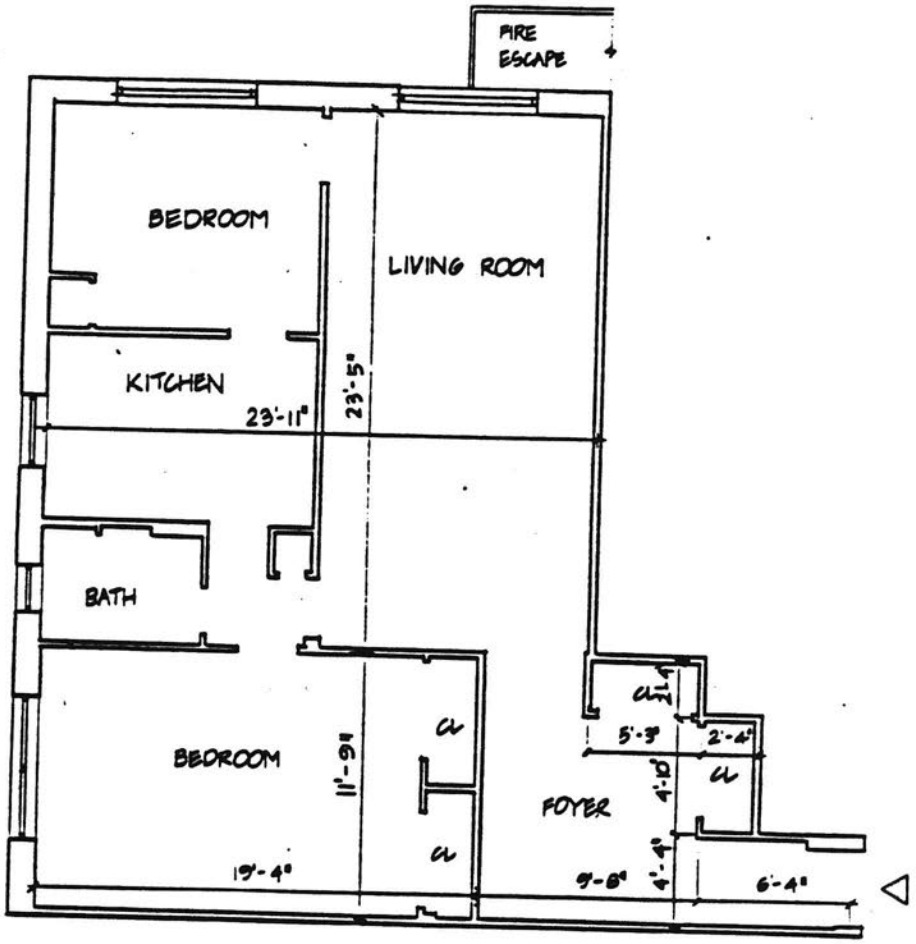
SCALE 0 1 2 3 4 5 0 FEET



KEY PLAN

41-25 KISSENA BOULEVARD, FLUSHING, N.Y.

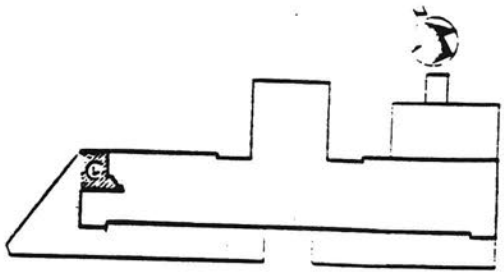
NOTE: ALL DIMENSIONS ARE APPROXIMATE



UNIT L

FLOORS 1,2,3,4,5,6

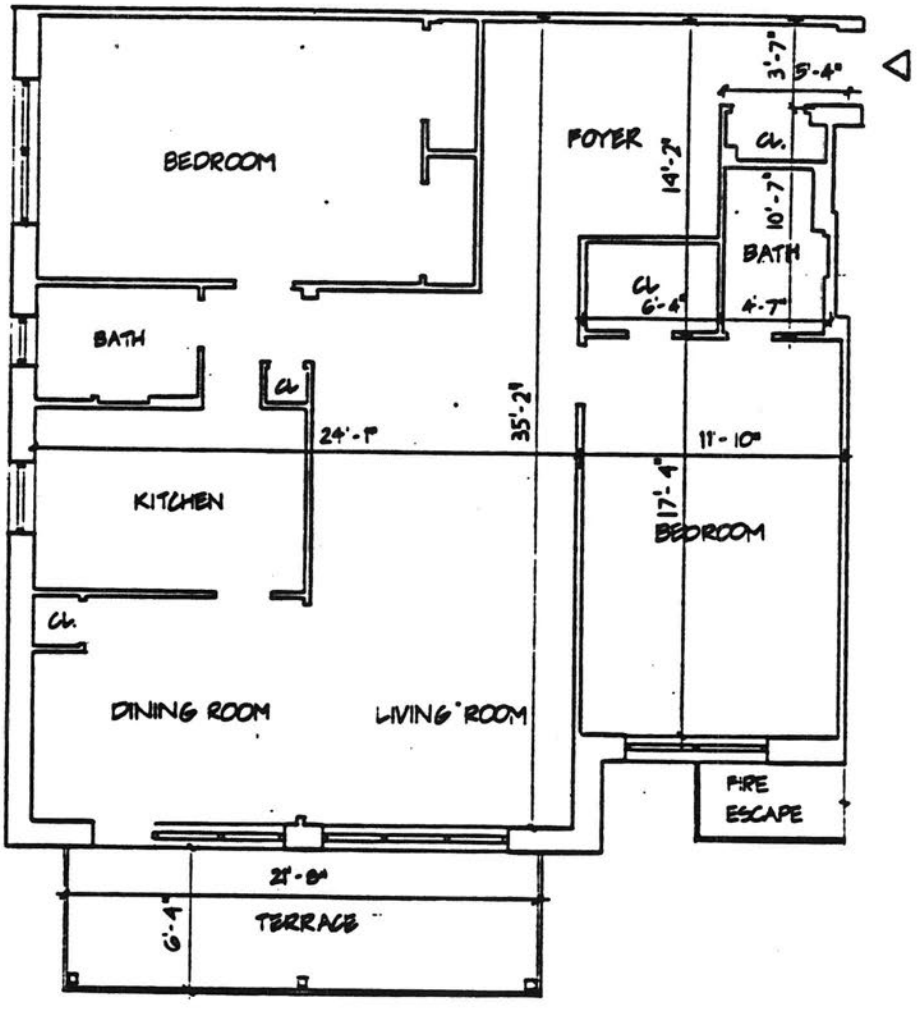
SCALE 0 1 2 3 4 5 0 FEET



KEY PLAN

41-25 KISSENA BOULEVARD, FLUSHING, NY

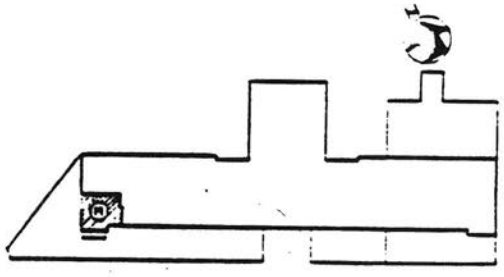
NOTE: ALL DIMENSIONS ARE APPROXIMATE.



UNIT M

FLOORS 1,2,3,4,5,6

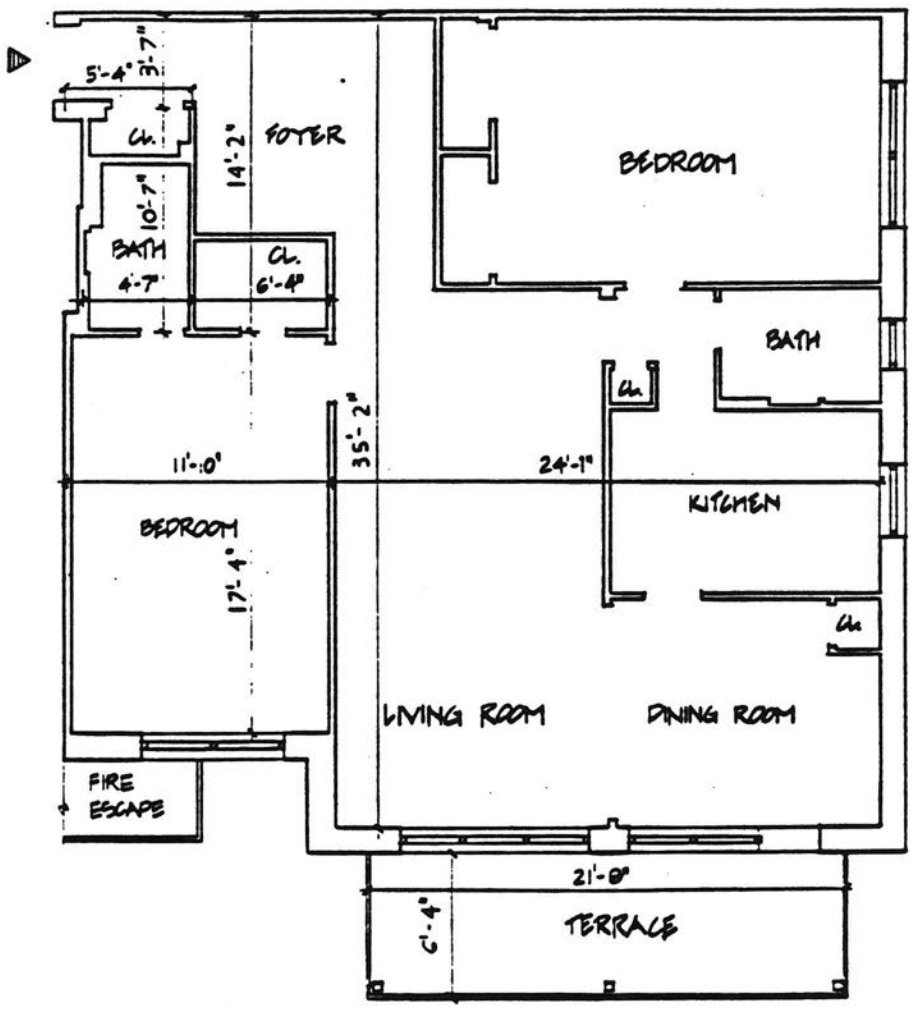
SCALE 0 1 2 3 4 5 10 FEET



KEY PLAN

41-29 KISSENA BOULEVARD, FLUSHING, N.Y.

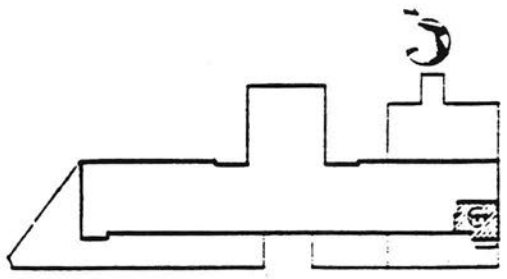
NOTE: ALL DIMENSIONS ARE APPROXIMATE.



UNIT M.M

FLOORS 1.2.3.4.5.6

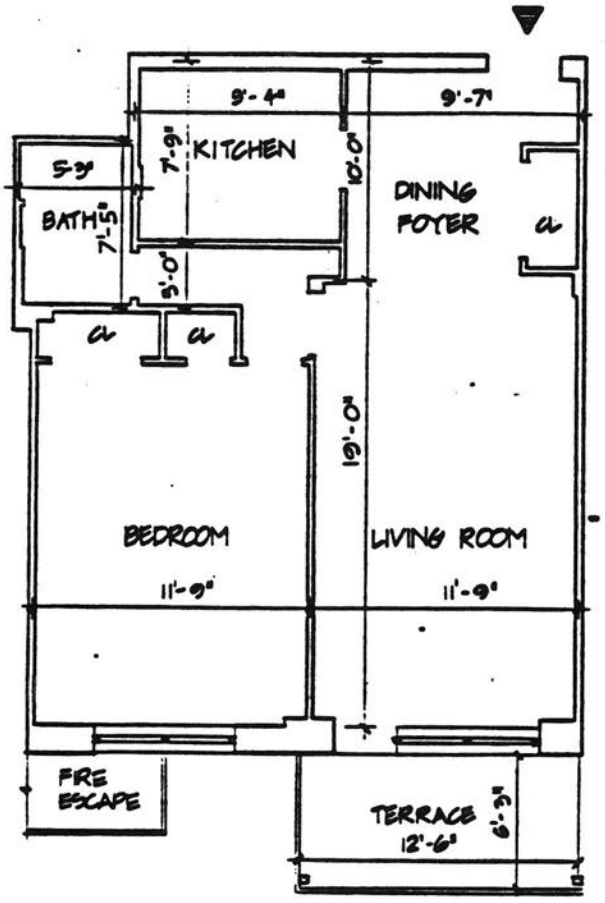
SCALE 0 1 2 3 4 5 10 FEET



KEY PLAN

41-25 KISSENA BOULEVARD, FLUSHING, N.Y.

NOTE: ALL DIMENSIONS ARE APPROXIMATE

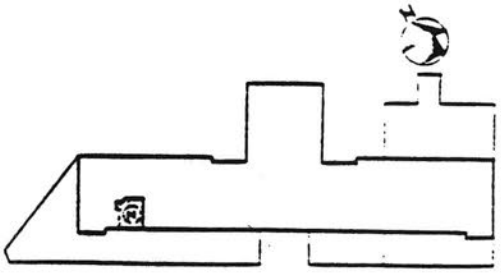


(UNIT NN SAME AS N IN REVERSE)

UNIT N

FLOORS 1,2,3,4,5,6

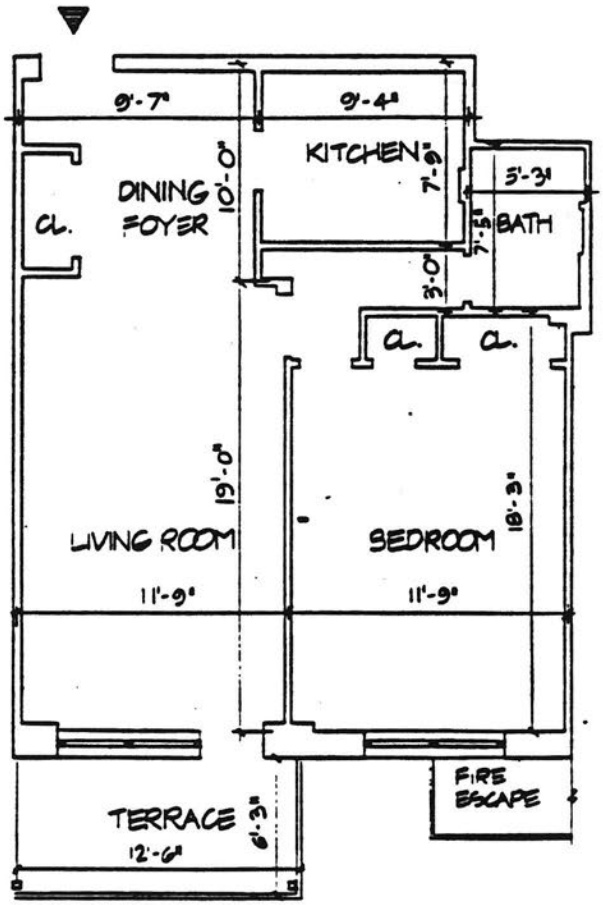
SCALE 0 1 2 3 4 5 10 FEET



KEY PLAN

41-25 KISSENA BOULEVARD, FLUSHING, N.Y.

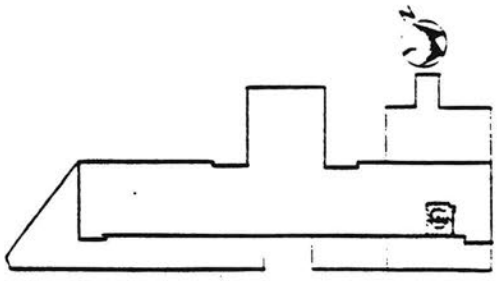
NOTE: ALL DIMENSIONS ARE APPROXIMATE.



UNIT NN

FLOORS 1,2,3,4,5,6

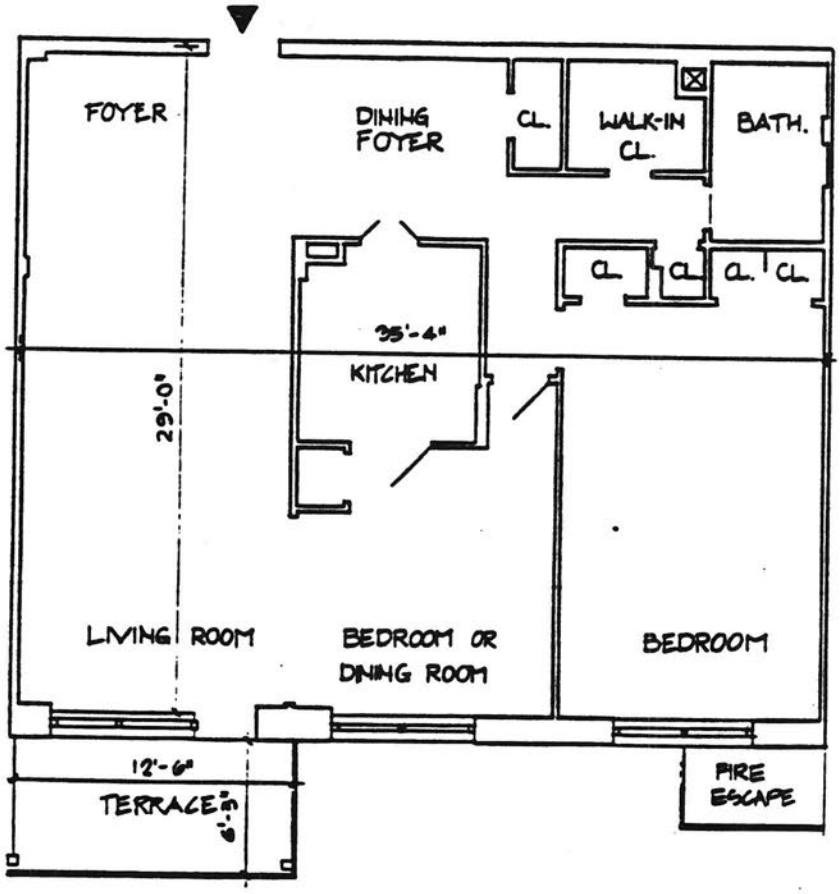
SCALE 0 1 2 3 4 5 10 FEET



KEY PLAN

41-25 KISSENA BOULEVARD, FLUSHING, N.Y.

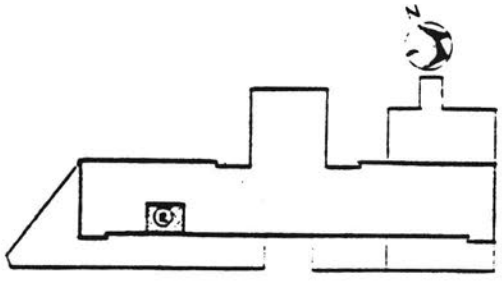
NOTE: ALL DIMENSIONS ARE APPROXIMATE.



UNIT R

FLOORS 1,2,3,4,5,6

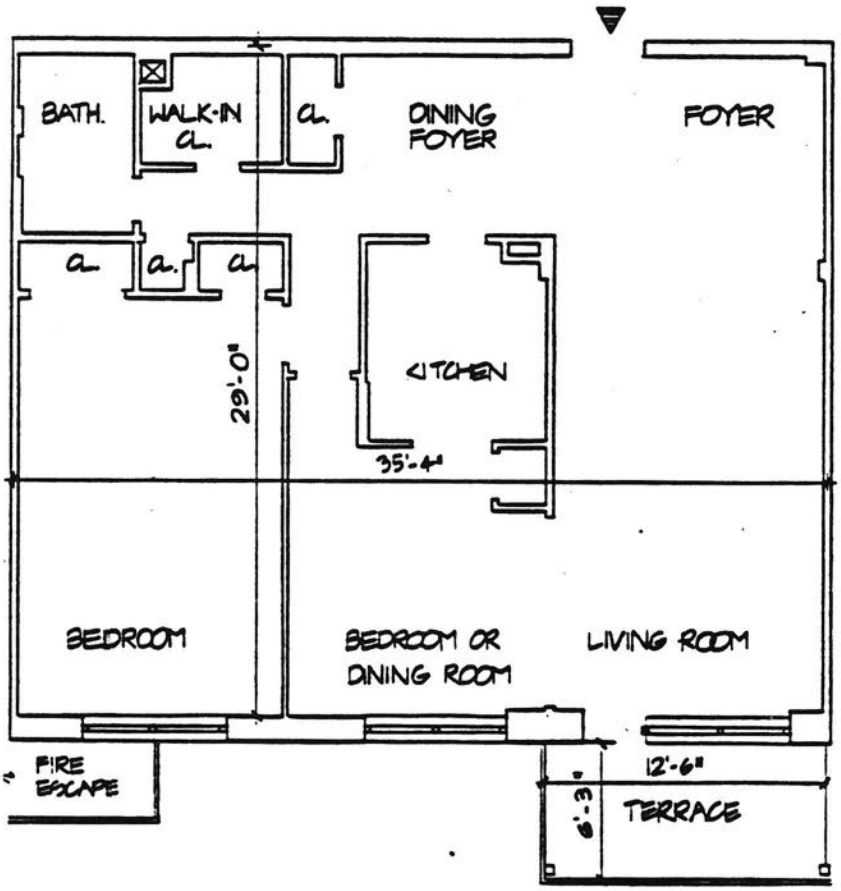
SCALE 0 1 2 3 4 5 10 FEET



KEY PLAN

24-25 CLISSENA BOULEVARD, FLUSHING, N.Y.

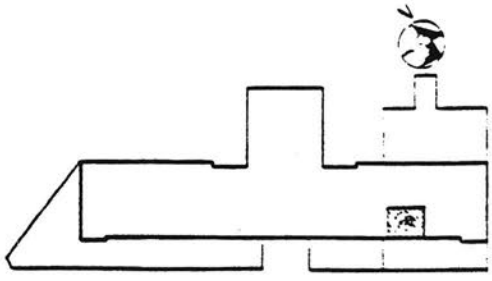
NOTE: ALL DIMENSIONS ARE APPROXIMATE.



UNIT RR

FLOORS 1, 2, 3, 4, 5, 6

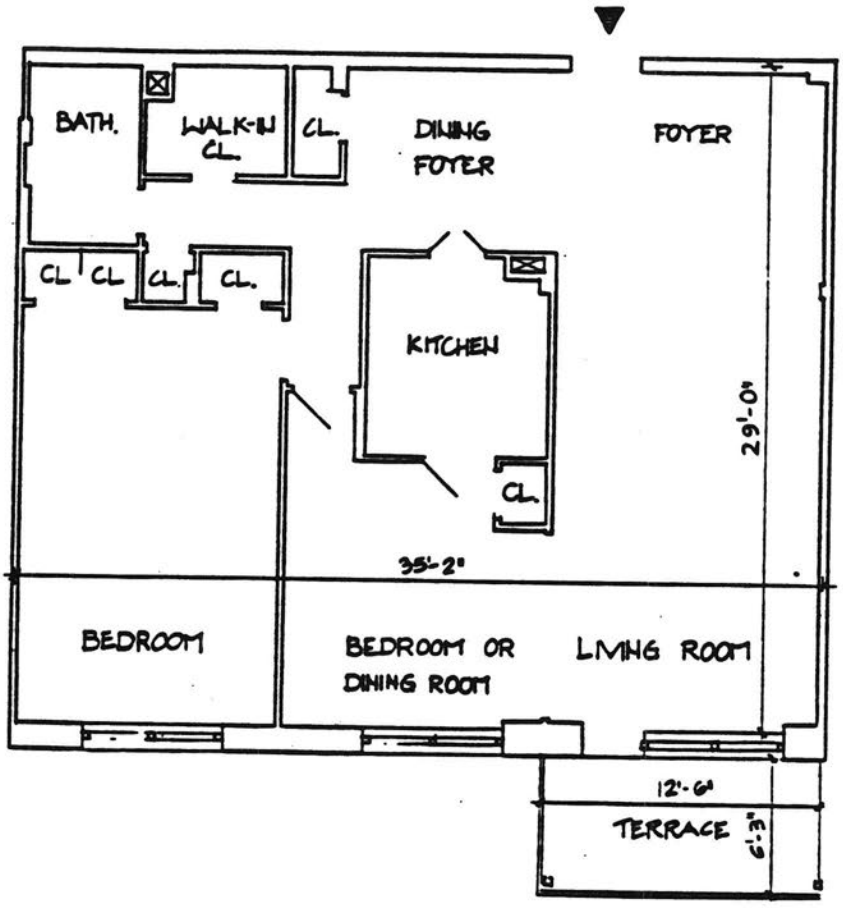
SCALE 0 1 2 3 4 5 10 FEET



KEY PLAN

41-25 KISSENA BOULEVARD, FLUSHING, N.Y.

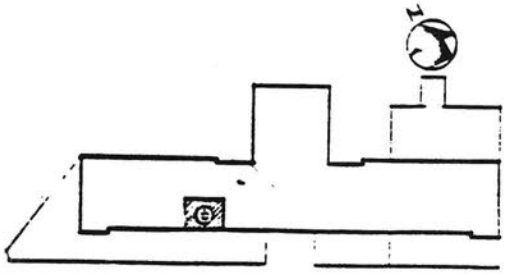
NOTE: ALL DIMENSIONS ARE APPROXIMATE.



UNIT 5

FLOORS 1,2,3,4,5,6

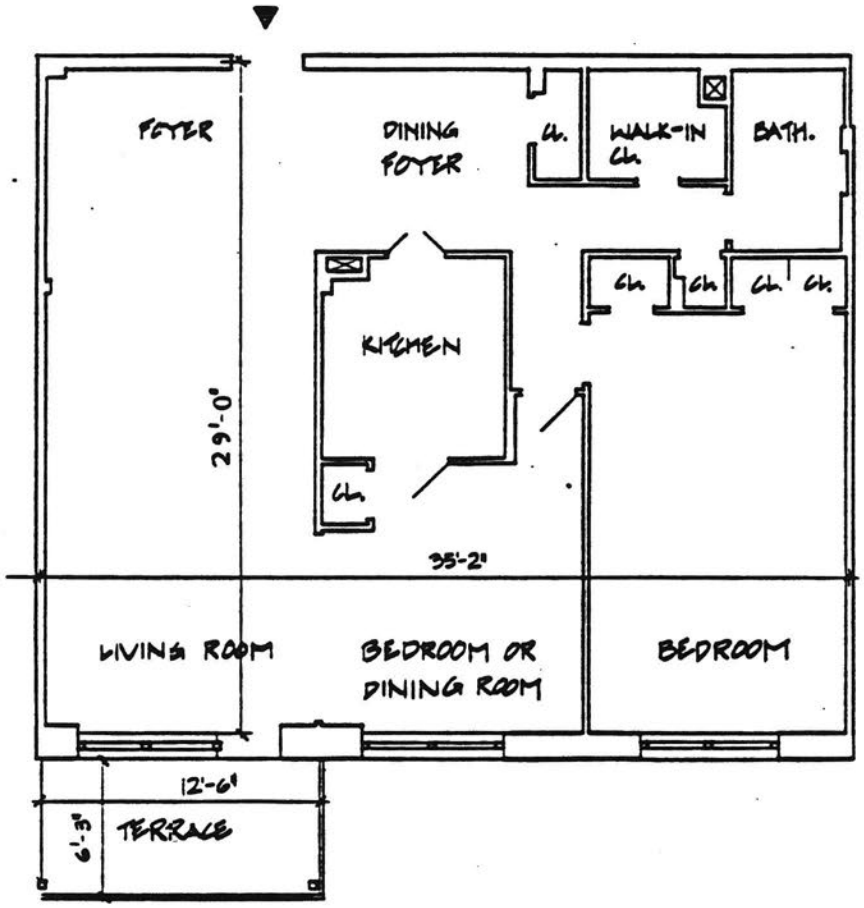
SCALE 0 1 2 3 4 5 10 FEET



KEY PLAN

41-25 KISSENA BOULEVARD, FLUSHING, N.Y.

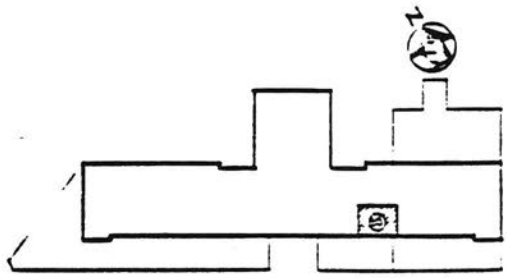
NOTE: ALL DIMENSIONS ARE APPROXIMATE.



UNIT 55

FLOORS 1,2,3,4,5,6

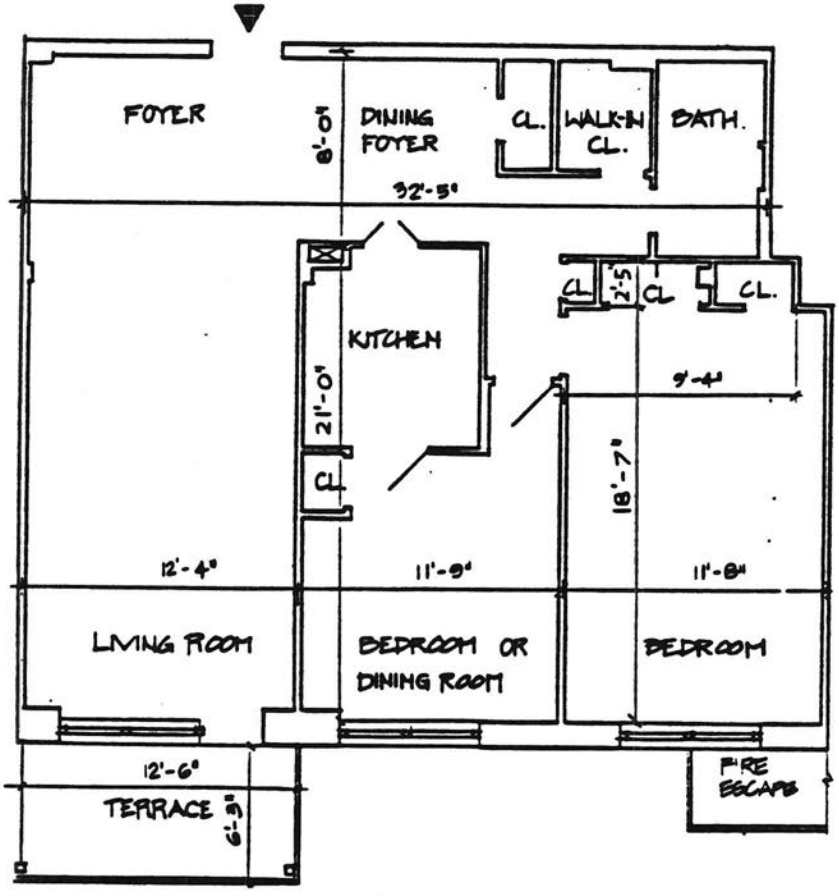
SCALE 0 1 2 3 4 5 10 FEET



KEY PLAN

41-25 KISSENA BOULEVARD FLUSHING, N.Y.

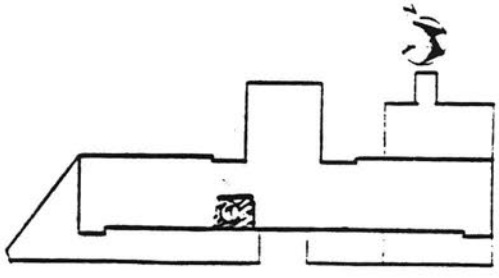
NOTE: ALL DIMENSIONS ARE APPROXIMATE



UNIT T

FLOORS 1,2,3,4,5,6

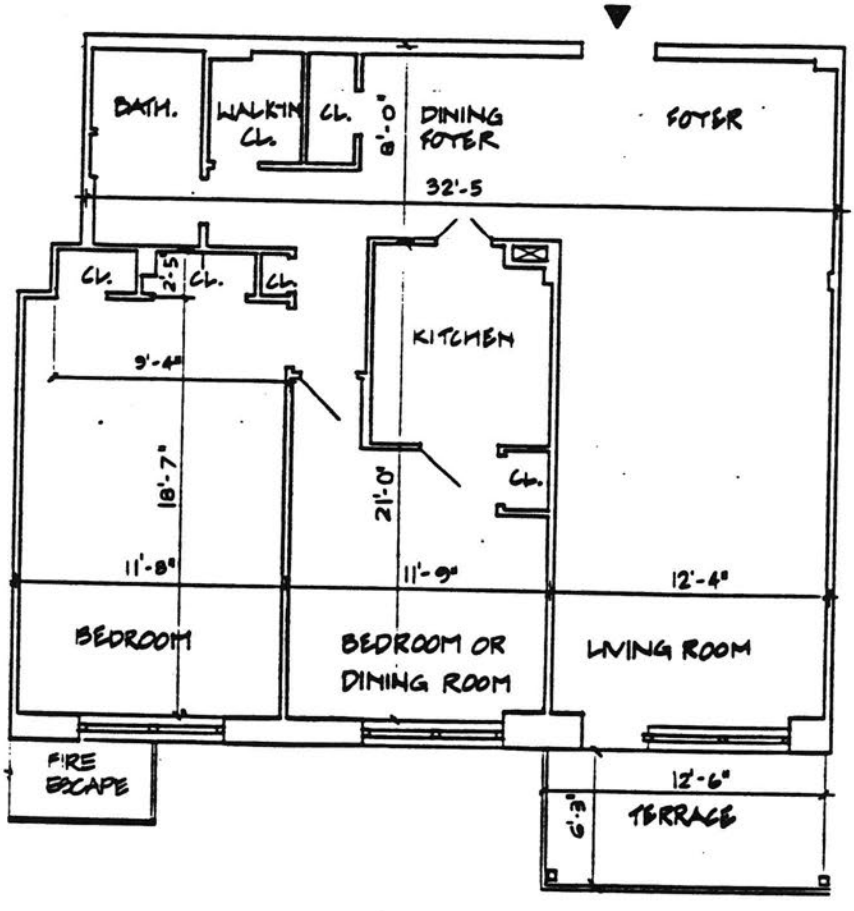
SCALE 0 1 2 3 4 5 10 FEET



KEY PLAN

41-25 KISSENA BOULEVARD, FLUSHING, N.Y.

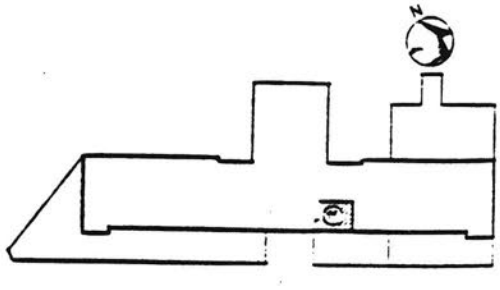
NOTE: ALL DIMENSIONS ARE APPROXIMATE.



UNIT TT

FLOORS 1, 2, 3, 4, 5, 6

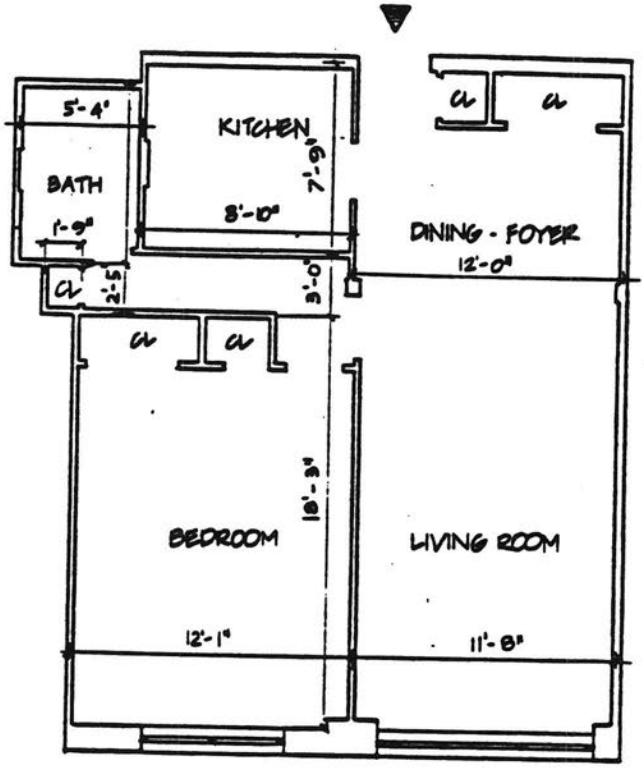
SCALE 0 1 2 3 4 5 10 FEET



KEY PLAN

41-25 KISSENA BOULEVARD, FLUSHING, N.Y.

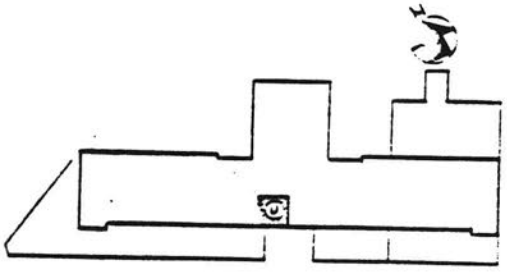
NOTE: ALL DIMENSIONS ARE APPROXIMATE



UNIT U

FLOORS 1,2,3,4,5,6

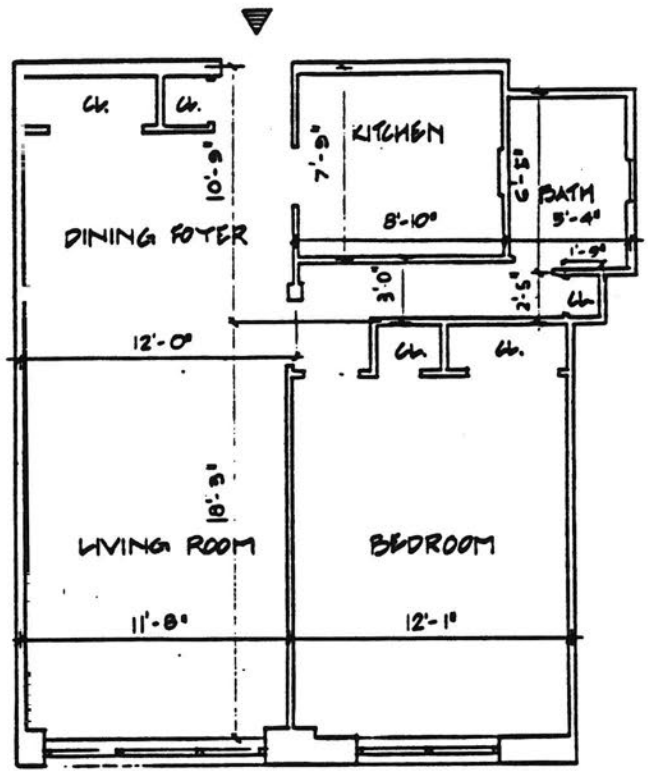
SCALE 0 1 2 3 4 5 10 FEET



KEY PLAN

41-25 KISSENA BOULEVARD, FLUSHING, N.Y.

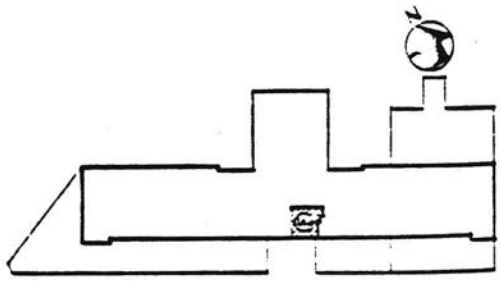
NOTE: ALL DIMENSIONS ARE APPROXIMATE.



UNIT UU

FLOORS 1,2,3,4,5,6

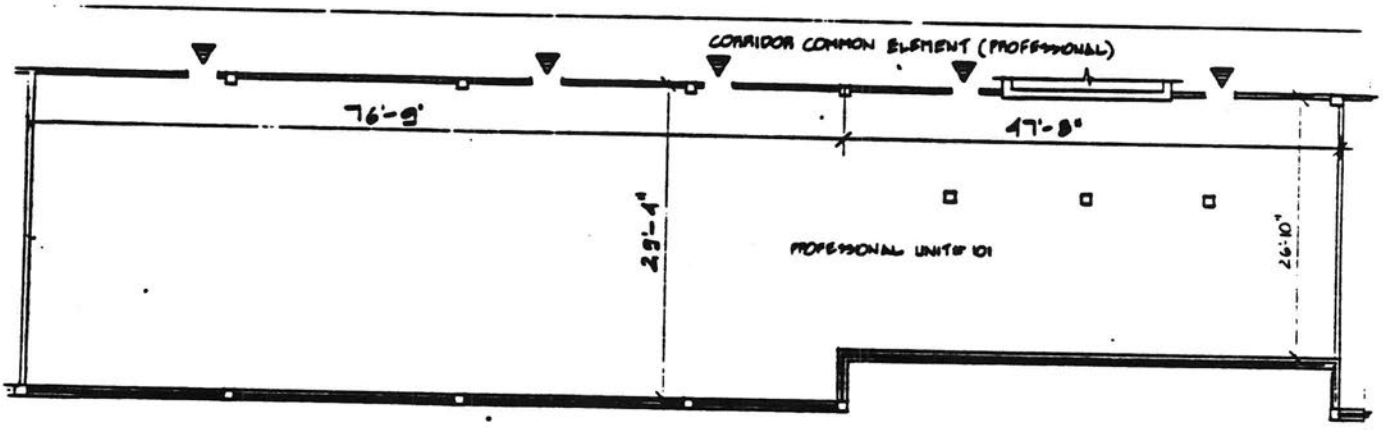
SCALE 0 1 2 3 4 5 10 FEET



KEY PLAN

41-25 KISSENA BOULEVARD, FLUSHING, N.Y.

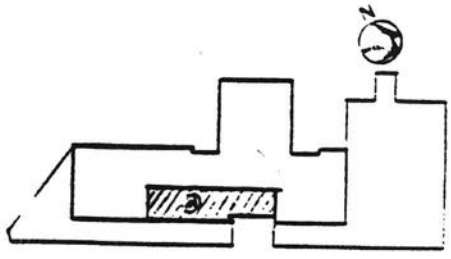
NOTE: ALL DIMENSIONS ARE APPROXIMATE



PROFESSIONAL UNIT 101

CELLAR FLOOR

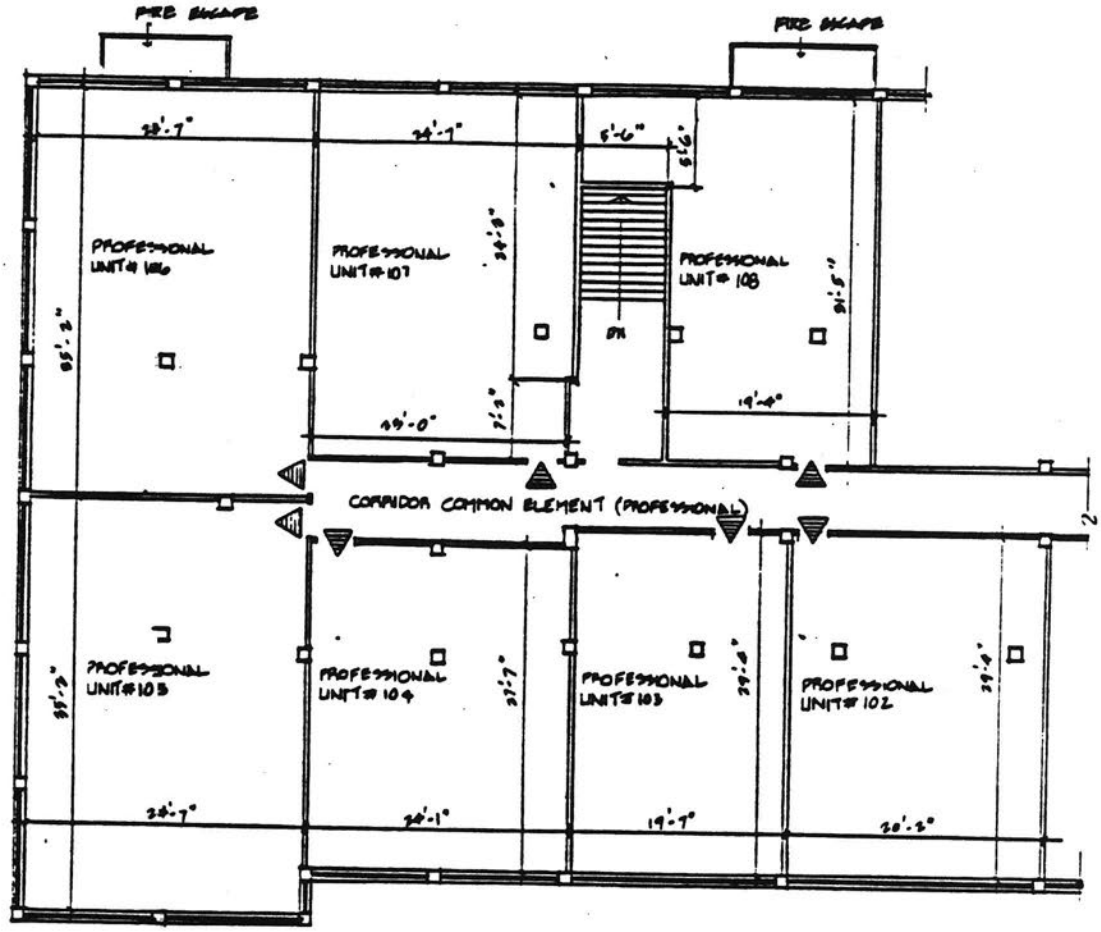
SCALE 0 2 4 6 8 10 20 FEET



KEY PLAN

41-25 KISSENA BOULEVARD, FLUSHING, N.Y.

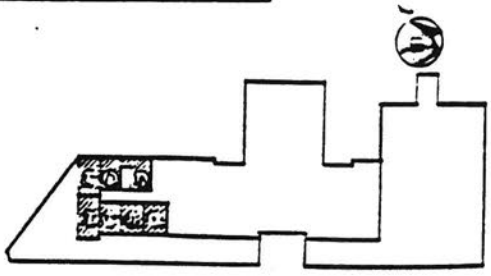
NOTE: ALL DIMENSIONS ARE APPROXIMATE



PROFESSIONAL UNITS, 102, 103, 104, 105, 106, 07, 108,

CELLAR FLOOR

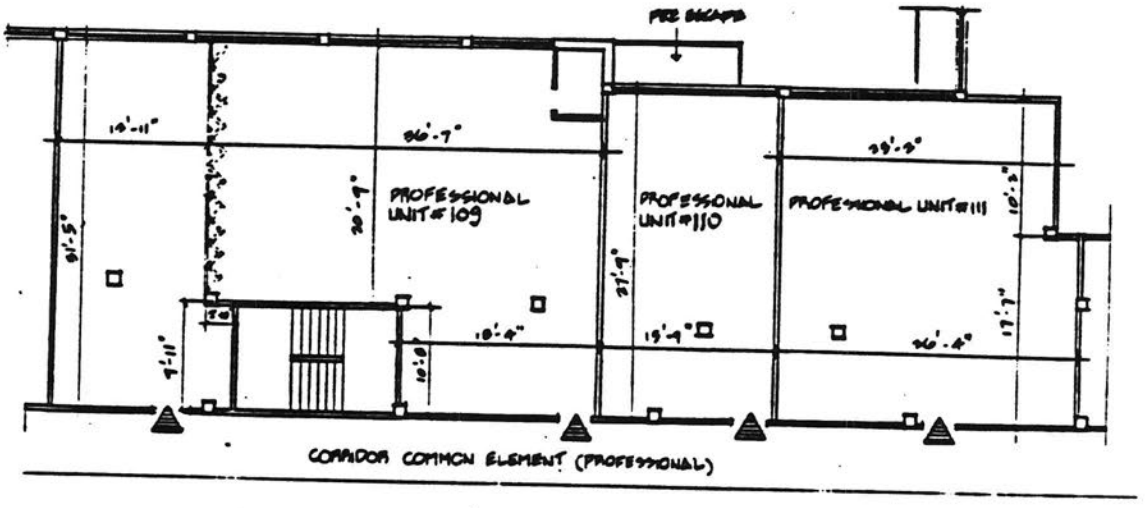
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KEY PLAN

41-25 KISSENA BOULEVARD, FLUSHING, N.Y.

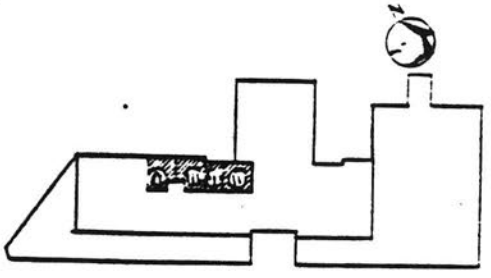
NOTE: ALL DIMENSIONS ARE APPROXIMATE.



PROFESSIONAL UNITS 109, 110, 111.

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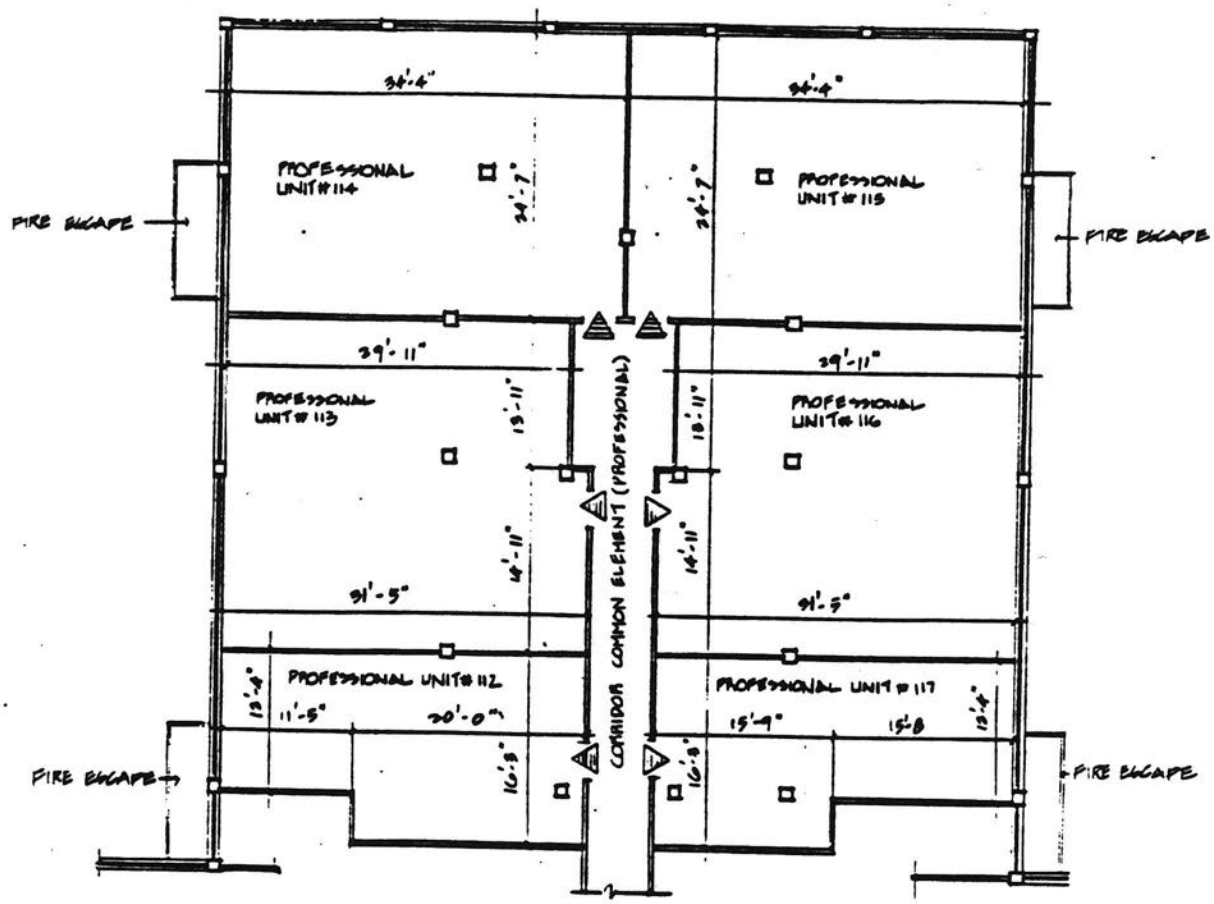
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KEY PLAN

41-25 CISSENA BOULEVARD, FLUSHING, N.Y.

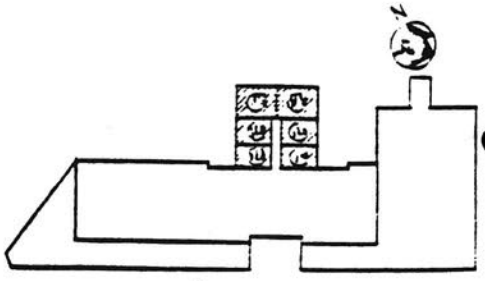
NOTE: ALL DIMENSIONS ARE APPROXIMATE.



PROFESSIONAL UNITS, 112, 113, 114, 115, 116, 117

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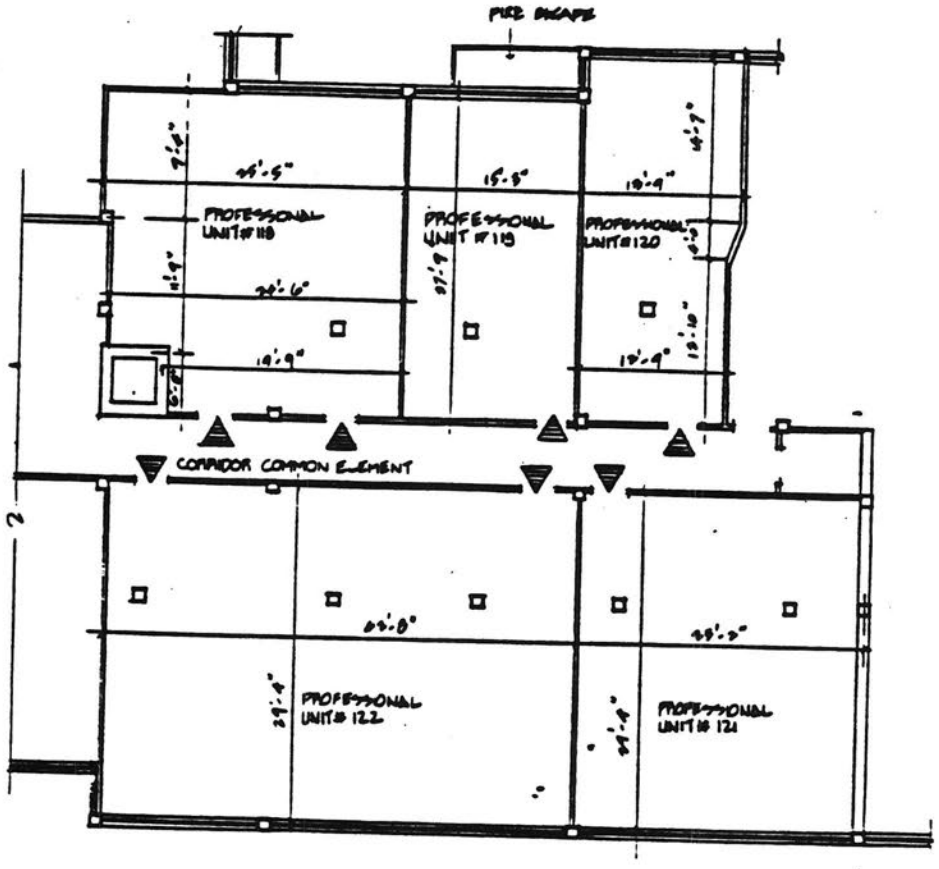
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KEY PLAN

41-25 KISSENA BOULEVARD, FLUSHING, N.Y.

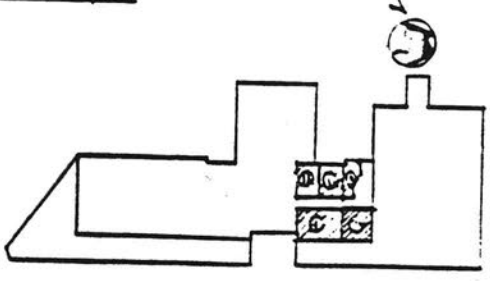
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PROFESSIONAL UNITS 118, 119, 120, 121, 122

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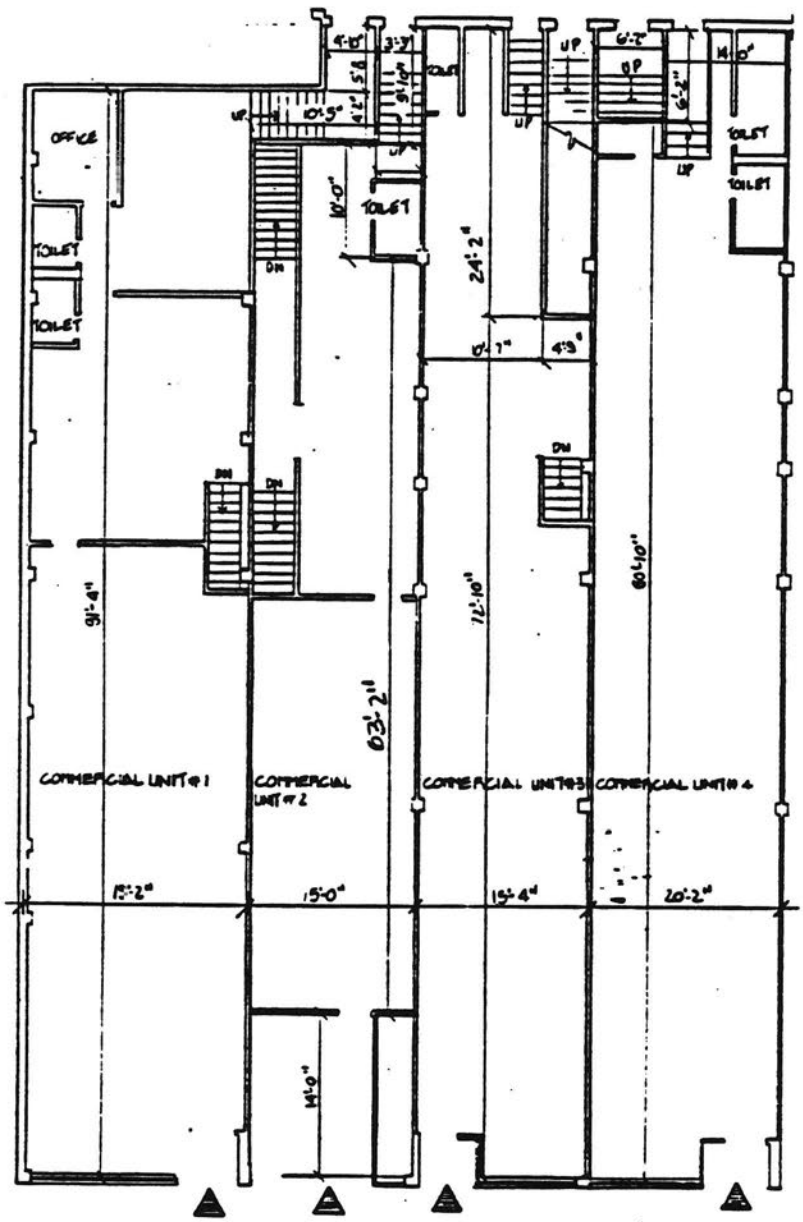
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KEY PLAN

41-25 KISSENA BOULEVARD, FLUSHING, N.Y.

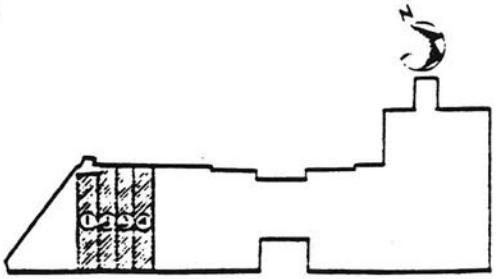
NOTE: ALL DIMENSIONS ARE APPROXIMATE.



COMMERCIAL UNITS 1,2,3,4

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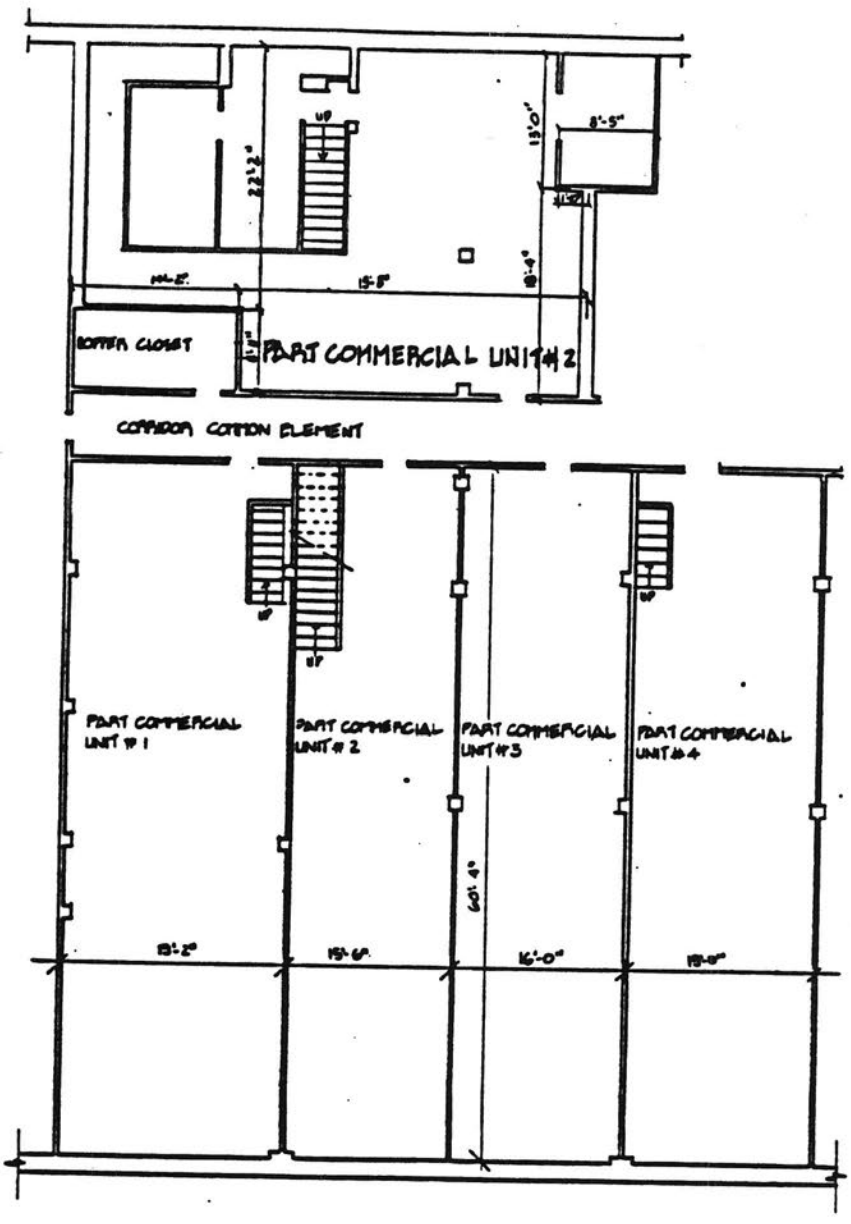
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KEY PLAN

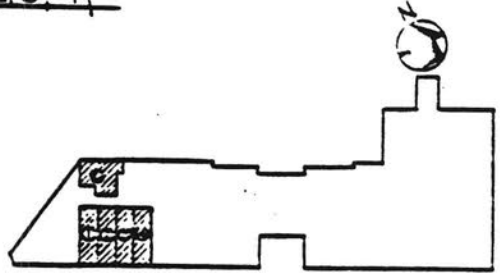
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NOTE: ALL DIMENSIONS ARE APPROXIMATE.



PART. COMMERCIAL UNITS 1,2,3,4,
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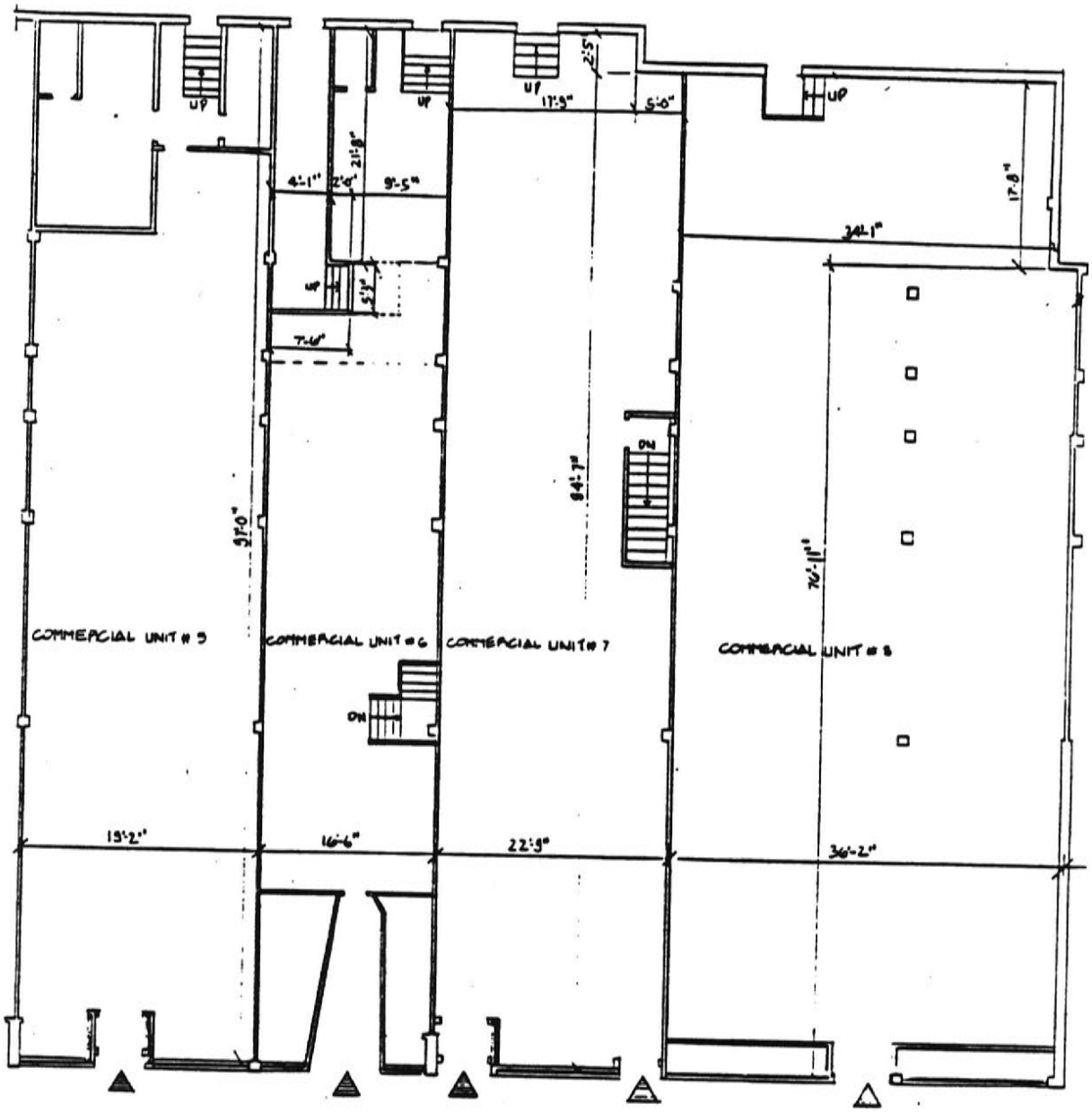
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KEY PLAN

41-25 KISSENA BOULEVARD, FLUSHING, N.Y.

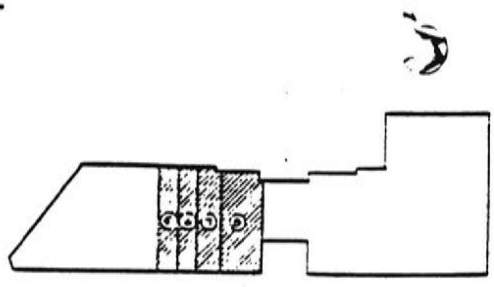
NOTE: ALL DIMENSIONS ARE APPROXIMATE



COMMERCIAL UNITS 5,6,7,8

SUB-CELLAR FLOOR

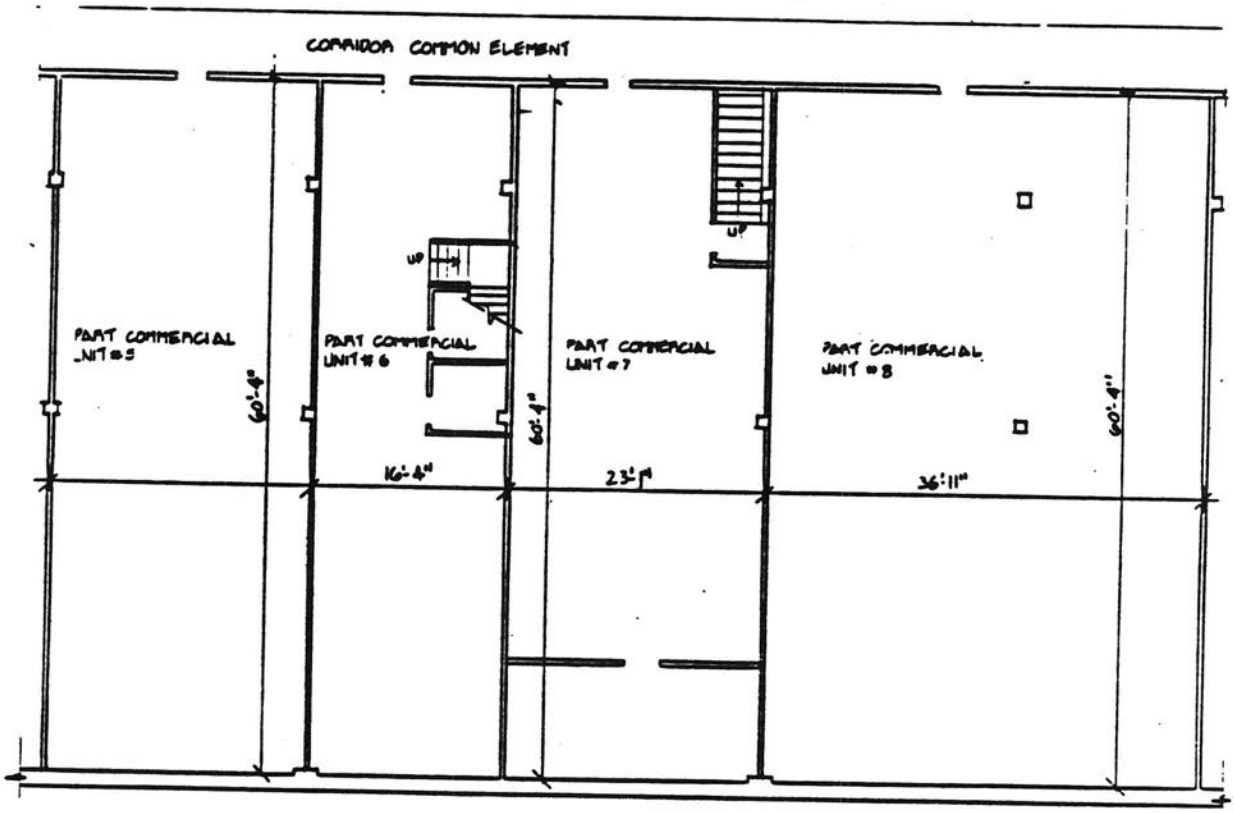
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KEY PLAN

41-25 KISSENA BOULEVARD, FLUSHING, N.Y.

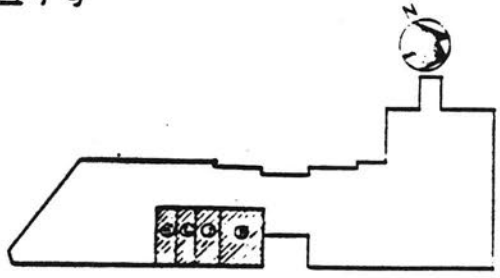
NOTE: ALL DIMENSIONS ARE APPROXIMATE.



PART. COMMERCIAL UNITS 5.6.7.8

SUB-SUB-CELLAR FLOOR

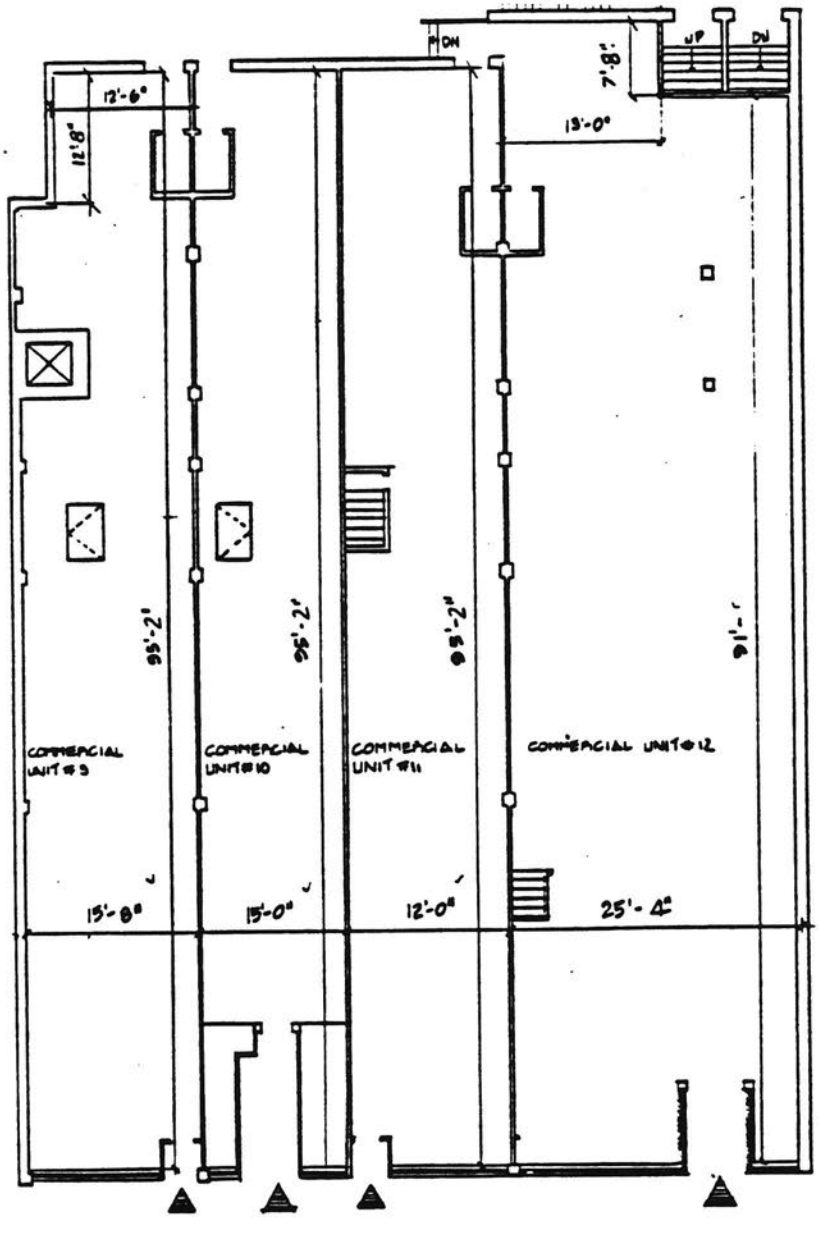
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KEY PLAN

42-25 KISSENA BOULEVARD, FLUSHING, N.Y.

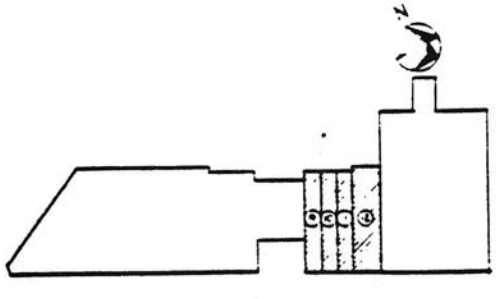
NOTE: ALL DIMENSIONS ARE APPROXIMATE



COMMERCIAL UNIT 9, 10, 11, 12.

SUB-CELLAR FLOOR

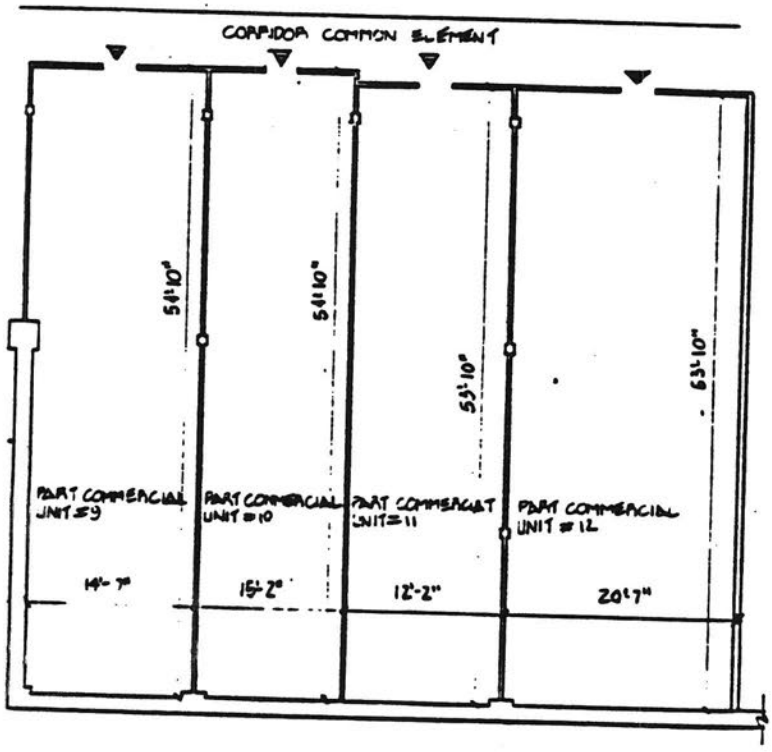
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KEY PLAN

41-25 KISSENA BOULEVARD, FLUSHING, N.Y.

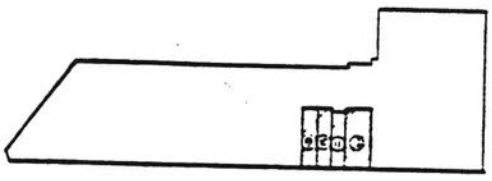
NOTE: ALL DIMENSIONS ARE APPROXIMATE.



PART COMMERCIAL UNITS 9,10,11,12

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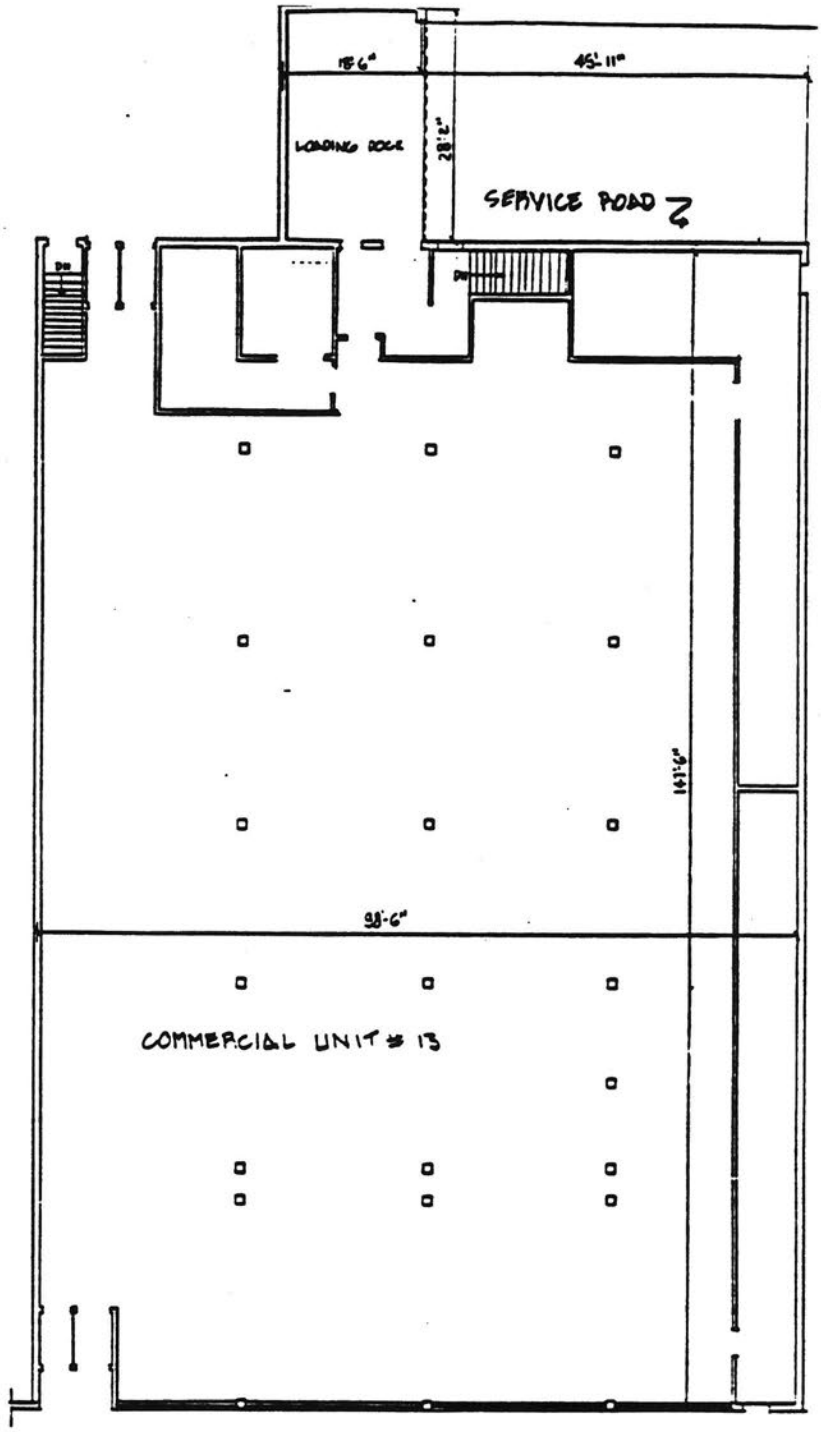
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KEY PLAN

41-25 CISSENA BOULEVARD, FLUSHING, N.Y.

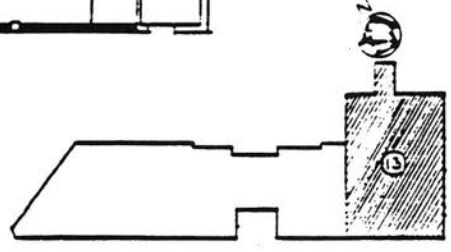
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COMMERCIAL UNIT # 13

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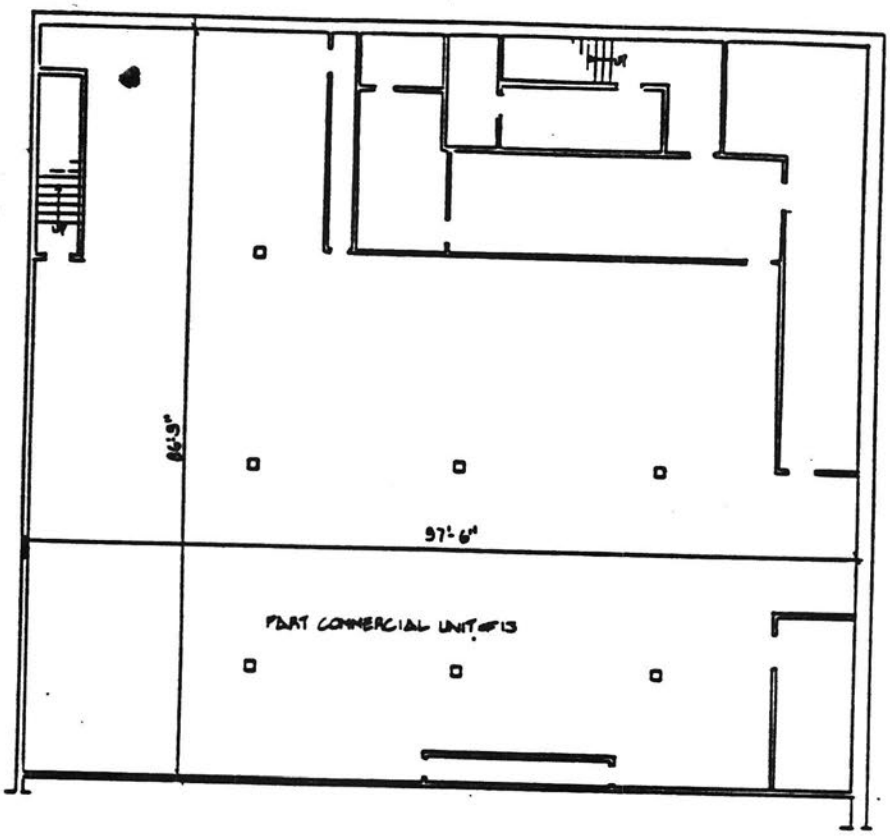
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KEY PLAN

41-25 KISSENA BOULEVARD FLUSHING NY

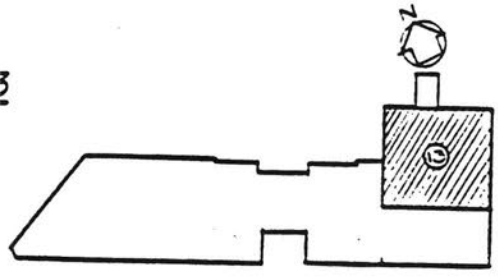
NOTE: ALL DIMENSIONS ARE APPROXIMATE



PART COMMERCIAL UNIT #13

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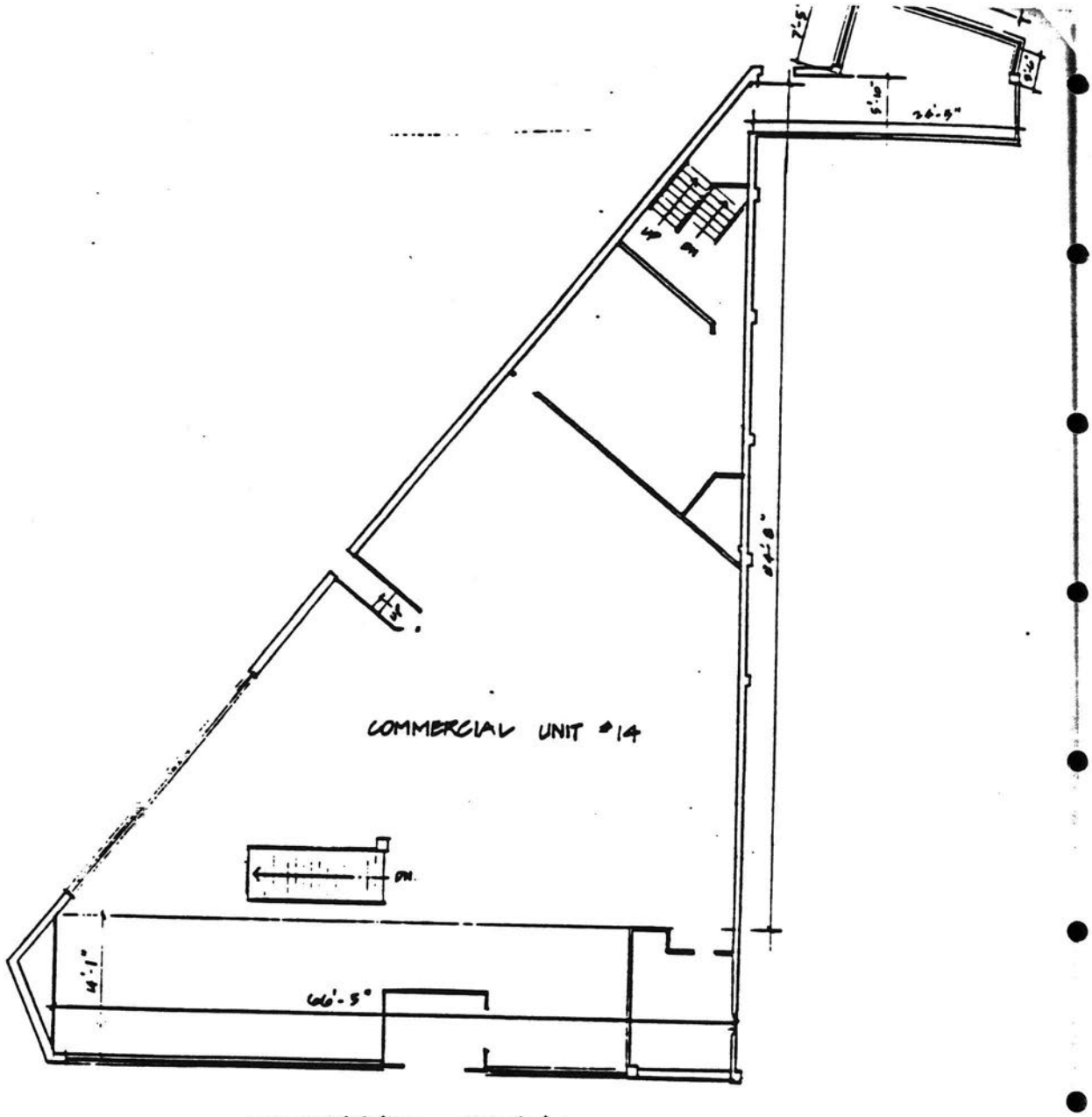
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KEY PLAN

4425 KISSENA BOULEVARD FLUSHING N.Y

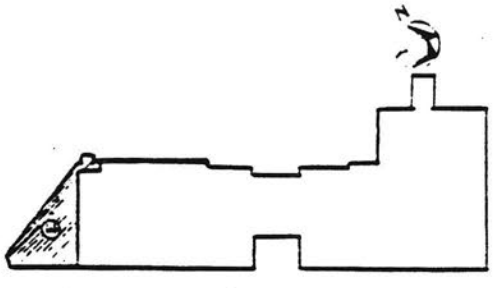
NOTE: ALL DIMENSIONS ARE APPROXIMATE



COMMERCIAL UNIT 14

SUB-CELLAR FLOOR

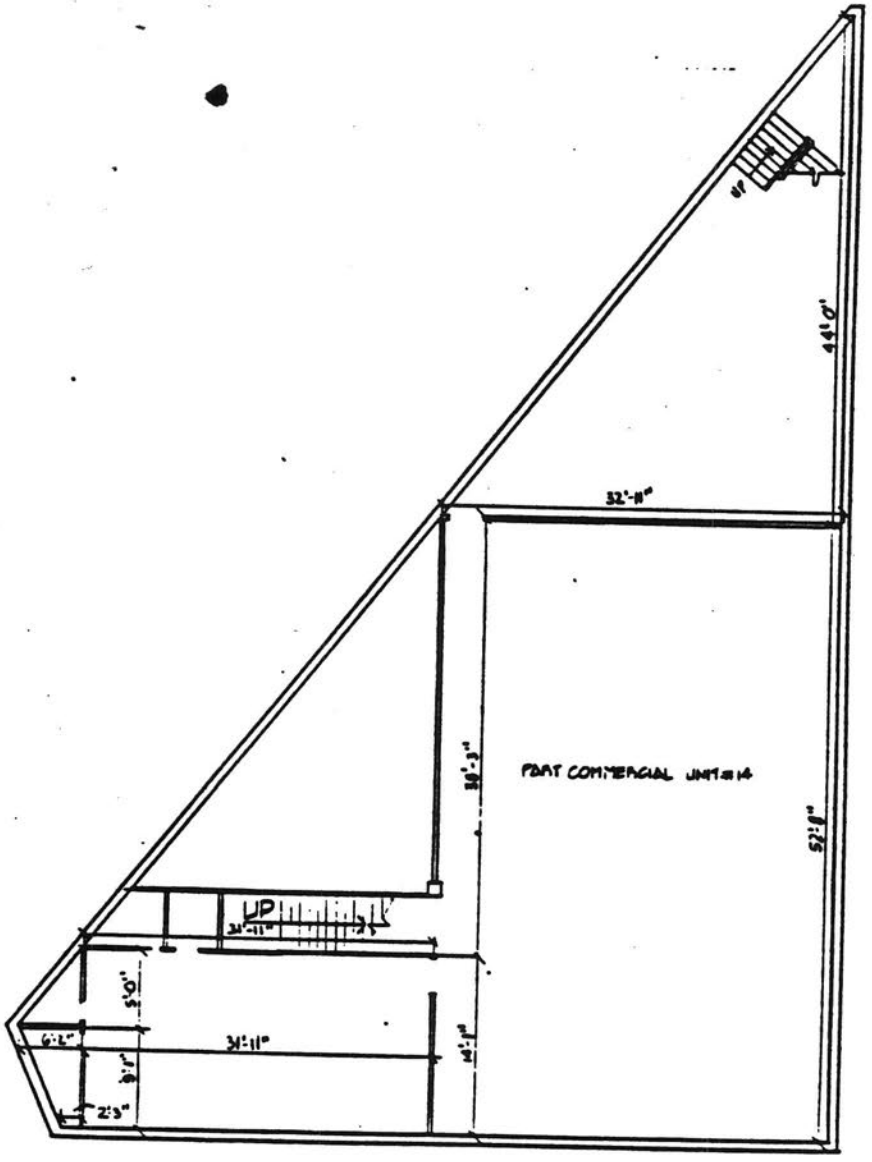
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KEY PLAN

41-25 KISSENA BOULEVARD, FLUSHING, N.Y.

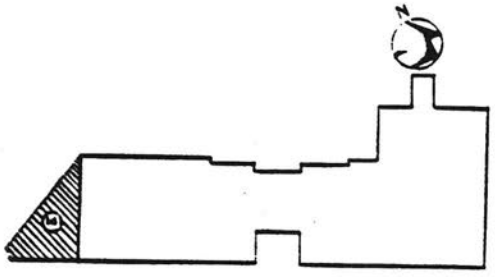
NOTE: ALL DIMENSIONS ARE APPROXIMATE.



PART. COMMERCIAL UNIT 14

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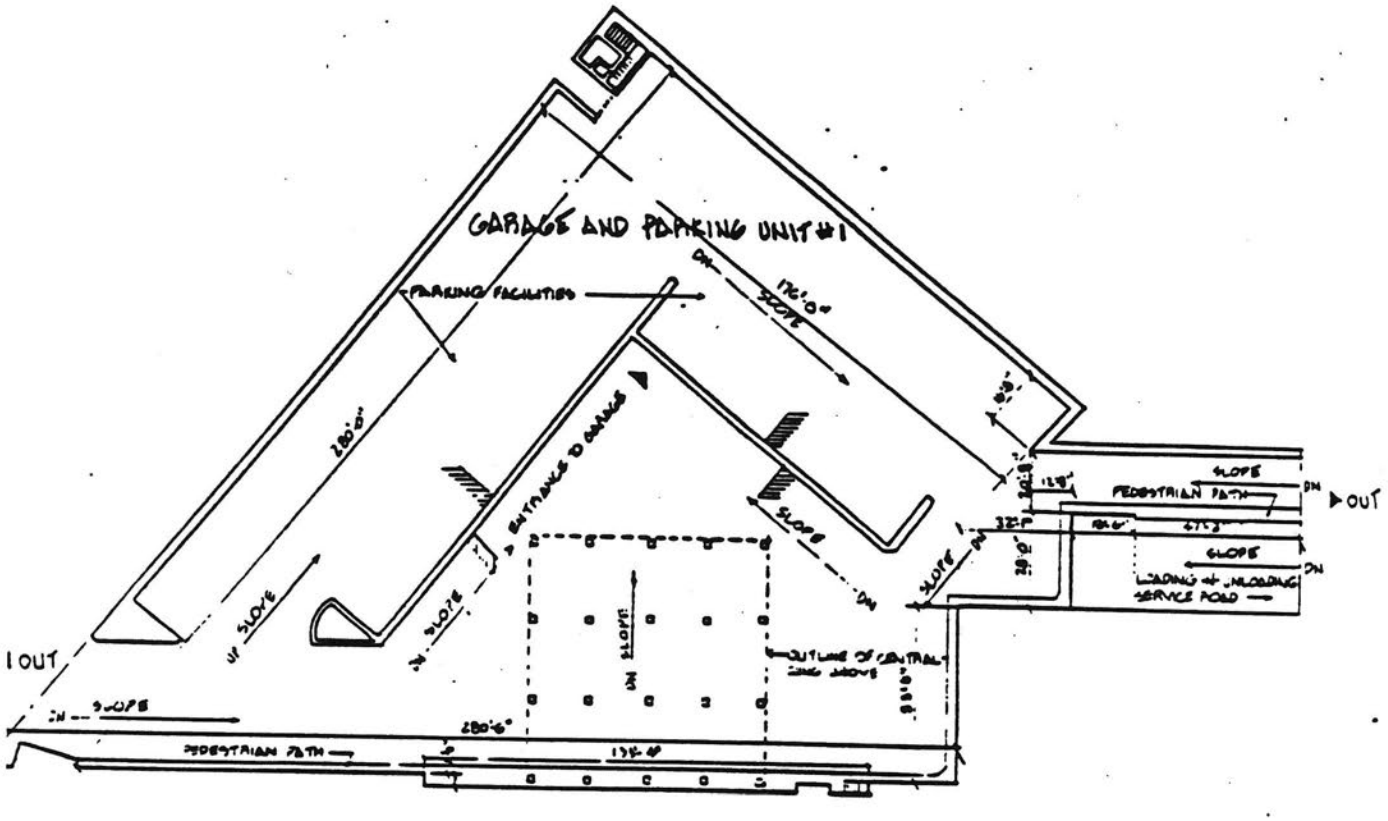
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KEY PLAN

41-25 KISSENA BOULEVARD, FLUSHING, N.Y.

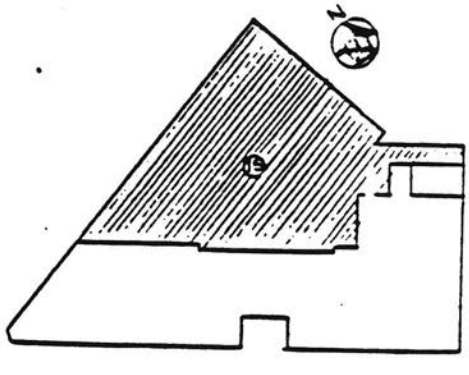
NOTE: ALL DIMENSIONS ARE APPROXIMATE.



GARAGE AND PARKING UNIT #1
SUB-CELLAR FLOOR

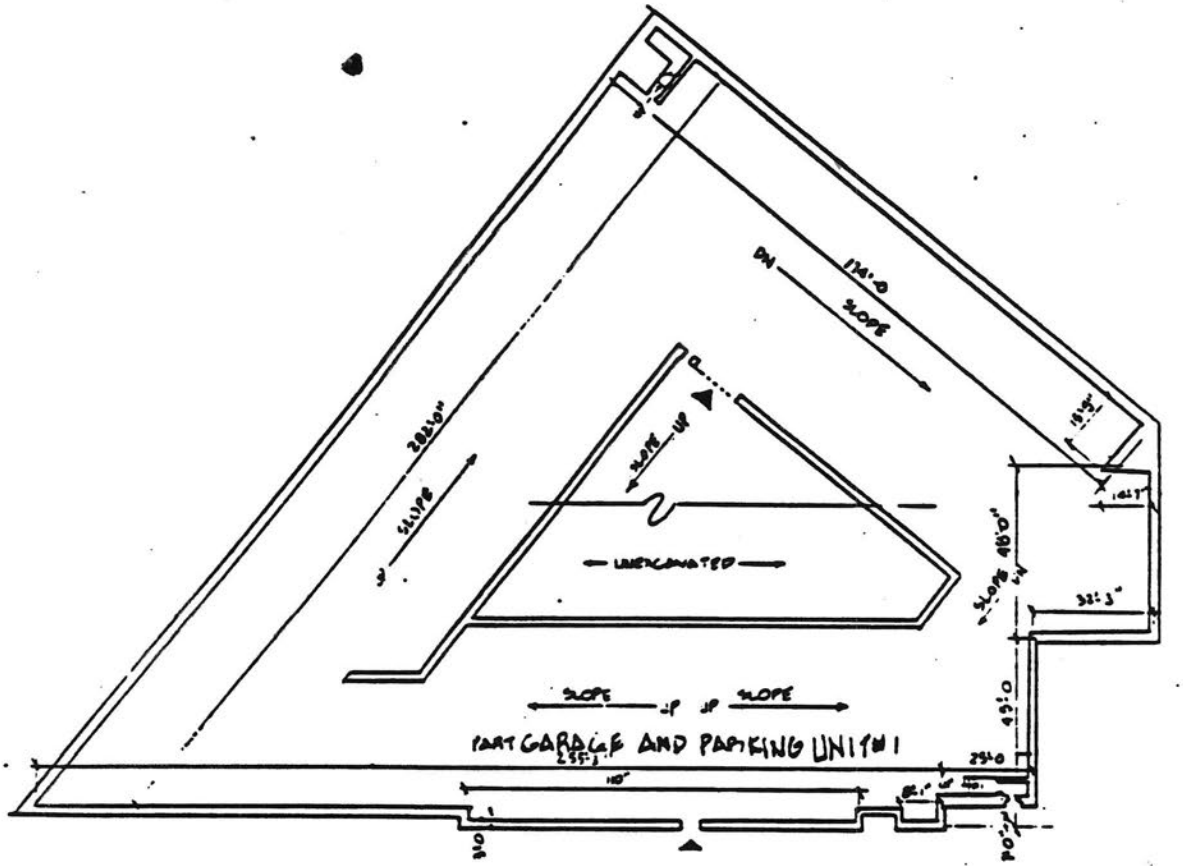
SCALE 0 10 20 30FT

4125 KISSENA BOULEVARD FLUSHING NY



KEY PLAN

NOTE: ALL DIMENSIONS ARE APPROXIMATE

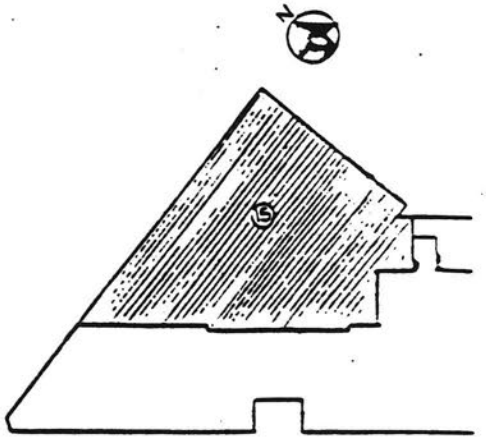


PART GARAGE AND PARKING UNIT #1

SUB-SUB CELLAR FLOOR

SCALE 0 10 20 30FT

425 KISSENA BOULEVARD, FLUSHING, N.Y.



KEY PLAN

NOTE: ALL DIMENSIONS ARE APPROXIMATE

40. SAFETY DEVICES

There is a fire standpipe in the central stair tower. There are siamese connections at the street levels.

There is one approved smoke detector in each apartment in accordance with New York City Law, as reported by the building management. Detectors were observed at the time of inspection in each apartment visited.

41. GENERAL STATEMENT OF CONDITION

The building was built in 1960 and its structures and mechanical systems including plumbing, heating and electrical work were built to conform with the New York City Building code then in effect.

The building and most of its components are essentially twenty-six years old and show signs of normal wear and deterioration.

Wherever conditions were observed that were hazardous, sub-standard, or defective to an extent beyond normal wear and deterioration at the time of this inspection they have been noted in this report.

The building is generally good repair, and the structural elements are in basically sound condition. The public interiors are good quality and well maintained. If a continuing program is implemented of adequate preventive maintenance and normal replacements, it can be assumed that the building may be kept in reasonably satisfactory condition.

42. SUMMARY

To the best of my knowledge and belief this Report fairly describes the condition of the building and improvements on the Property as of the date of the inspection with respect to those facts which could be ascertained from a visual inspection of the portions of the Property visible at that time, to the extent noted herrein, records supplied by the New York City Building Department and records supplied by the Sponsor. No representation is made, however, as to the trust or accuracy of those records.

The report provides a general description of the Property, interior spaces and equipment and a fair summary of their general condition, but it is not intended to be a comprehensive detailed list of every space and piece of equipment or of their condition.

41-25 KISSENA BOULEVARD

Inspection was made of the inside of a number of apartments. No attempt was made to determine the condition or appliances, fixtures or equipment located in individual apartments. Since the appliances, plumbing fixtures, fittings, cabinets, countertops, tile, flooring and finishes within each apartment will become the property and responsibility of each purchaser and these items will be readily discernible, their condition should be evaluated by the prospective purchases.

Since some apartments were not visited, it was not possible to determine whether those apartments have water leaks, but this should be obvious to each tenant.

No attempt has been made in the report to evaluate the prospective life of the elevator, boiler, valves, pipes, radiators, etc. It is normal in the life of the building to replace worn or broken equipment or parts, or broken pipes as part of the general maintenance of the building and they cannot be expected to last the full life of the structure. In connection with these items, we have not attempted to project their life expectancy; normal maintenance and repairs can extend the life of most equipment indefinitely. It is usefulto replace equipment as it become defective and no longer economically repairable.

43. RECOMMENDATIONS

The following recommendations are made to correct deficiency observed in the course of the inspection of the Property.

The enumeration of the headings is the same as used in the body of the Report.

13. EXTERIOR OF BUILDING

Re-cement the ceiling in the immediate area over the vehicular drive at the north wing.

Scrape and paint steel lintel which supports the cellar level brickwork in the immediate area over the vehicular drive at the north wing.

Caulk open joints along the Barclay Avenue elevation.

In general, exterior walls are in fair condition and are only in need of minor repairs, such as tuck pointing where mortar joints are deteriorated, and cement parging where present parge coat is spalling.

14. PARAPET WALLS

Caulk open joints in parapets. Point window sills.

Repair parapet facing Kissena Boulevard where required with cement patching.

Repair copper flashing at north west parapet facing the parking area.

15. CHIMNEY AND CAPS

Re-set chimney cap.

16. BALCONIES AND TERRACES

Scrape and repaint column supporting the terraces.

20. FIRE ESCAPES

Scrape and repaint all fire escapes.

24. ELEVATOR CABS

Repair brake and adjust floor stops for all elevators.

Replace fan covers.

41-25 Kissena Boulevard

34. GARAGE AND PARKING FACILITIES

Repair wire chain fence supporting poles in the public parking area.

Repair asphalt pavement in the public parking area where needed.

Repair concrete curbs in the public parking area where needed.

Replace exhaust fans serving the garage.

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• Environmental Consulting
• Asbestos Control Services

COURDITH-ROBERTS GROUP

Full Spectrum Environmental Services

ASBESTOS INSPECTION REPORT

41-25 KISSENA BOULEVARD

QUEENS, NEW YORK

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LAW OFFICES
DUNEWOOD TRUGLIA
301 EAST 46 STREET
NEW YORK, NEW YORK 10017
212 751-9488

January 8, 1987

Courdith-Roberts, Inc.
184 Rivervale Road
River Vale, NJ. 07645

Re: NYS Attorney General Asbestos Disclosure Regulations;
Opinion of Counsel on compliance for asbestos report for:
41-25 Kissena Boulevard, Queens, NY

Gentlemen:

You have requested our opinion as to whether the inspection survey data and asbestos report submitted herewith is in substantial compliance with the disclosure regulations of the Attorney General of the State of New York which relate to condominium and cooperative offerings.

We have reviewed the amendments to Part 18, 20, and 21 of Title 13 of the Official Compilation of Codes, Rules and Regulations of the State of New York, adopted August 8, 1986. [13 NYCRR 18.7 (aa), 20.7(z) and 21.7(z)] and such explanatory notes and clarification letters as have been issued to date.

We have also reviewed the asbestos report itself and considered its various parts in light of the type of building inspected, its status as the subject of a conversion offering plan and the disclosure requirements mandated by the regulations concerning asbestos containing material.

Insofar as the documents and data accurately reflect the observations and tests made during the inspection of December 22, 1986 it is our opinion that this report, when distributed pursuant to law, will substantially comply with the requirements for disclosure of ACM in the subject building.

Please note that the asbestos regulations are being challenged in Application of Council For Owner Occupied Housing, Inc. v. Robert Abrams, Index No. 9505/86, Supreme Court, Albany County.

On October 6, 1986, Justice John G. O'Connor issued an opinion upholding those parts of the regulations requiring a sponsor to:

1. Disclose an asbestos report duly prepared by a person qualified to render an opinion on asbestos and,
2. Offer purchasers the right to delay their closings until 30 days after receipt of an asbestos report.

DUNEWOOD TRUGLIA, ESQ.

Justice O'Connor invalidated those portions of the asbestos regulations which required sponsors in control to:

3. Carry out the recommendations, if any, contained in the report and,
4. Escrow a sum of money sufficient to pay for such work if any closings take place prior to the completion of that work.

The Attorney General will appeal that part of the decision which invalidates a portion of the regulations. If the final judicial determination upholds the decision invalidating those portions, a sponsor will have no obligation to carry out the recommendations contained in the asbestos report or to escrow a sum of money. If the final court decision reverses the Supreme Court's decision, a sponsor will have both of these obligations reinstated. (Asbestos Disclosure Update to Sponsor's Attorney from NYS Attorney General October 15, 1986).

However, it should be understood that the Attorney General takes the position that the Sponsor has an independent obligation to disclose material facts, of which the Sponsor is aware or should be aware, including the presence and condition of asbestos containing material in the building. (Clarification Letter to Sponsor's Attorney from NYS Attorney General September 24, 1986.)

Please note that no independent survey or lab tests have been conducted by us verifying the accuracy of any of the data submitted and while we believe it to be as represented, we assume no liability and will not be liable if any of the facts stated to be true by the Sponsor and its agents or Courdith-Roberts, Inc., and upon which the undersigned had based this opinion, should prove to be incorrect or mistaken.

We are aware of your intention to reproduce this opinion for inclusion in the asbestos report submitted to the Sponsor and we consent to such reproduction and inclusion.

Very truly yours,

DUNEWOOD TRUGLIA, ESQ.

By: Emanuel Truglia

TO: Tenants of 41-25 Kissena Blvd., Queens, NY

FROM: Managing Agent

RE: Asbestos Inspection to be held on Monday December 22, 1986

The New York State Attorney General has promulgated new rules for the disclosure of Asbestos Containing Materials in all residential cooperative and condominium conversion plans. The asbestos report must be disclosed as part of the offering plan or by amendment after the plan has been accepted for filing.

We have retained an environmental consulting firm to produce an asbestos inspection report for this building. Tenants concerned about the possibility of Asbestos Containing Material in their individual units may sign below to have their units checked during the survey.

The unit inspection usually takes a short amount of time and the superintendent or other building representative will be present during all such inspections. Please note that there is no charge to the unit occupant for the inspection.

Please sign below, indicating your apartment or unit number and make sure that the super or management office has keys in the event you are not available when the building is inspected.

NAME **APARTMENT NUMBER**

• Environmental Consulting
• Asbestos Control Services

COURDITH-ROBERTS GROUP

ASBESTOS REPORT

Premises: 41-25 Kissena Boulevard, Queens, NY

Date of Inspection Survey: December 22, 1986

Inspection Personnel: Courdith-Roberts, Inc., Ronald Lawrence and Joseph Hillmann

Sponsor's Representative Present: Julio Morales

Inspection Opinion: Asbestos Containing Material found in various areas as noted herein: no ACM observed above the ground floor.

INTRODUCTION

An asbestos containing material survey and inspection was completed at the request of the Sponsor as the basis for compliance with the requirements of the New York State Attorney General regarding the disclosure of the the presence of asbestos containing material (ACM) in offering plans for buildings undergoing conversion to cooperative or condominium status. Such information must include an evaluation of ACM in the building, recommended methods of removal and treatment, and a protocol for the handling and maintenance of ACM which will remain in the building following the conversion.

SURVEY METHODS

The survey and analysis were conducted by a team of certified Asbestos Safety Technicians qualified by experience, education and training in the recognition of potential ACM and approved bulk sampling techniques. A thorough inspection of the subject premises was made in the presence of a representative of the Sponsor. No floor plans or mechanical drawings were made available.

301 East 48th Street. Suite 9M. New York. New York 10017 • (212) 751-9488
184 Rivervale Road. River Vale. New Jersey 07645 • (201) 664-1777

Prior to the inspection date appropriate notices were posted by the elevator on each floor. The notices informed the residents of the purpose of the survey and the fact that any tenants who wished to have their units checked could do so at no charge simply by signing the sheet and making sure that the management office had keys in the event that the particular tenant was unavailable when the inspection team arrived. In addition, following standard operating procedure, all doors were knocked on to present a final opportunity to all of the building residents to have their respective units checked if they so desired.

Thirty samples of suspected material were collected and the location of the samples was duly noted and photographed. It is our opinion that an acceptable minimum number of critical areas were sampled in keeping with the homogeneous nature of much of the material that was observed. Petrographic analysis by polarized light microscopy was performed by the Hillmann Laboratories of Union, NJ. (Certified Proficient by the US EPA Bulk Sample Quality Assurance Program, Lab ID. # 2191).

FINDINGS

Superintendent Julio Morales, our escort informed us that he had taken a 2 day course in asbestos handling and we saw a certificate to this effect posted in his workshop which was apparently also taken by another building employee, Antonio Rodriguez.

The subject premises has 8 stories, the top six of which house the residential units of which there are 204. The structure has a short "T" configuration with many retail and office spaces on its first three floors. The top of the "T" represents the front entrance side of the building located on Kissena Boulevard, which runs roughly northeast and southwest in this area.

There are retail stores on both sides of the main entrance at 41-25 Kissena Boulevard and the commercial spaces and lobby comprise the entire ground floor with the residential entrance on the southwest side of the building. Facing the building, the main lobby and access to the residential units is to the right while the left side entrance and lobby access the commercial and office spaces on the first three floors.

There are two passenger elevators and a freight elevator which service the building along with three staircases located along the northeast portion of the "T",one servicing each wing with the elevators located in the central portion of the "T".

The building is of brick construction built in 1965. The northeast portion of the "T" shape is the rear of the building where two parking levels are located, one underneath the first level which is supported by columns where the basement level ends with an additional below ground parking level with its drive-in entrance at the rear. This rear portion has no basement or ground floor as is the case in the central and southeastern portions of the premises.

BASEMENT AND COMMON AREAS

That part of the basement which is accessed from the lobby elevators is bisected by a hallway which runs roughly, east and west and hereafter referred to as the east-west hallway. The east end of this east-west hallway bisects the hallway which runs roughly north and south, (hereafter referred to as the north-south hallway). The center of this "T" area has the elevators and one set of stairs. The east-west hallway does not run completely straight but jogs to the north approximately at its middle, (near the elevators) then continues in a northwesterly direction. The east end of this north-south hallway is contiguous to the Key Food Store which will be described in the retail and commercial section below.

On the south side of the east-west hallway are the basements of the commercial establishments to be described in another section. From the hallway, the doors to these basements are numbered B-1 through B-12. These doors are closed off from the hallway, (except for emergency access) by alarmed security locks. The only exception to this is the oil tank room and an electric meter room which are on the south side of the hallway where it jogs to the north as detailed above. At the west end of the east-west hallway is the basement of the Manufacturer's Hanover Bank, details to follow.

All of the basement hallways are accessible to building occupants and are used to access the laundry facility and the parking garage.

The gas meter room located at the south end of the north-south hallway is the only room to the east of this hallway that is not part of the Key Food Store basement and no ACM was observed here.

CRG

The north-south hallway contained approximately 30 linear feet of ACM pipe insulation, (Samples H-300 and H-301) in damaged condition, accessible and which should be removed as per lab data recommendation key.

The boiler room located in the northeast corner area which is to the west of the Key Food Store basement and the north-south hallway. It has an entrance on its east side from the north-south hallway and on its southwest side it may be entered from the east-west hallway. The floor of the boiler room is approximately 10 feet below the rest of the basement level but it shares a common ceiling height giving it a 20 foot ceiling height.

There are two boilers on the west side of the room and both were found to be insulated with approximately 800 square feet of ACM, (Sample H-304). This material which consists of a layer of air-cell like material overlayed with chicken wire and cement appeared to be in good condition and should be repaired and encapsulated as necessary.

Also seen was approximately 400 linear feet of ACM pipe insulation, (Sample H-302 and H-303), most of which was adjacent to the ceiling and which appeared to have varying degrees of damage and degradation. All seriously damaged ACM insulation should be removed and the remaining amount repaired and encapsulated as necessary. The chimney duct is insulated with approximately 300 square feet of ACM (Sample H-305) which material was estimated to be 20% damaged and which should be removed or repaired and encapsulated as necessary.

The first meter room inspected is located across the east-west hallway from the boiler room was observed to contain some pipes running through it from the boiler room which were insulated with non-ACM material, (Sample H-307).

The oil tank room located on the south side of the east-west hallway where it jogs to the north. We observed approximately 100 linear feet of ACM pipe insulation (Sample H-306) which material showed minor damage and for which we recommend repair and encapsulation due to limited access.

The second electric meter room located adjacent to and west of the oil tank room contained two kinds of ACM previously sampled. Here we found about 15 linear feet of ACM pipe insulation from the oil tank room and 7 feet of 8 inch diameter mainline ACM pipe insulation found in the hallways, (see Sample H-300), treat per lab data recommendation.

The laundry room located on the north side of the building centrally by the elevators was found to contain approximately 12 linear feet of ACM pipe insulation, (Samples H-308 and H-309) located about 12 feet from the floor. The material appeared to be in good condition however due to its accessibility and the continual use of this facility by building occupants we recommend removal.

The superintendent's workshop located on the north side of the building and to the west of the laundry room contained no suspected ACM.

The storeroom located adjacent to and west of the super's workshop was found to contain approximately 50 linear feet of 10 inch ACM pipe insulation, (Sample H-310), located 7 feet from the floor. This material had minor damage and should be repaired and encapsulated as necessary.

THe east-west hallway described in the general description above was observed to have approximately 200-300 linear feet of ACM pipe insulation. Two bulk samples were taken in the hallways, Sample H-300 (positive for ACM), from the north-south hallway and Sample H-307, (negative for ACM). The other samples taken in the rooms off of the hallways are indicative of the type of material on the pipe runs in the hallway, the material being fairly homogeneous. We recommend removal of all ACM pipe insulation in these hallways due to use and accessibility, (garage and laundry).

The second storeroom we passed was located across the the east-west hallway from the door labeled B-3. We were not able to obtain access to this room however the superintendent's opinion was that there was no ACM in the room.

A sample of insulation from a duct crossing the west end of the east-west hallway and a sample of ceiling tile taken from the ceiling at the top of the exit stairway to the outside, at the west end of the north side of the building were analyzed negative for ACM, (Samples H-311 and H-312).

The garage as mentioned is located underground and to the rear of the building. It had two sublevel entrances to the building on the east and west ends of the building. The garage was inspected and we found approximately 400 linear feet of ACM pipe insulation on pipes which feed a number of heaters suspended from the ceiling, (Sample H-313). This material is in fair condition with some localized heavy damage. This area is accessible and continually used by building occupants and we recommend removal.

12. 41-11 Kissena Blvd., Tri-Vita Sales; Basement not accessible at time of inspection.

13. 41-09 Kissena Blvd., Ice Cream Factory; Here we observed approximately 50 linear feet of ACM pipe insulation, the same material seen in the basement at the rear of the supermarket, (Key Foods). In the front part of this basement we saw an additional 30 linear feet, (Sample H-321) and we recommend that this material be removed due to condition and accessibility.

14. 41-07 Kissena Blvd., Friendly Donut; Basement was inaccessible at the time of the inspection.

15. 41-01 Kissena Blvd., Manufacturer's Hanover Trust; This is a one story extension to the west where it is connected to the main building area. The basement is divided into a number of small rooms. We did not inspect the interior of the safety deposit vault and render no opinion therefore. In all of the public access areas of the basement which we did see there is a dropped ceiling which we could not inspect. It should be assumed that an unknown quantity of ACM pipe insulation exists due to the configuration seen in the other commercial basement spaces, therefore we recommend periodic inspection and monitoring with appropriate precaution taken for repair or renovation.

We also inspected a basement room which the bank referred to as a supply room and found about 30 linear feet of ACM pipe insulation located 8 feet from the floor, (Sample H-322). This material showed minor damage with exposed ends and we recommend that it be repaired and encapsulated as necessary.

The air conditioning room had approximately 120 feet of ACM pipe insulation for which we recommend removal or repair and encapsulation as necessary.

THe porters room contained about 10 linear feet of ACM pipe insulation, (Sample H-323) which was in fair to poor condition and for which our recommendation is the same, see lab data recommendation key.

The bank's archives contained approximately 50 linear feet of ACM pipe insulation which should be repaired and encapsulated as necessary.

In the lunch room a sample of floor tile analyzed was negative for ACM, (Sample H-324).

Note that there may be more ACM above the dropped ceilings to which we were not given access and similarly the commercial basement spaces which were not available for inspection. We recommend precaution pending further investigation together with periodic inspection and monitoring.

COMMERCIAL AND RETAIL SPACES

1. 41-41 Kissena Blvd., Key Foods; We attempted to inspect the area above the dropped ceiling on the store level however the manager would not allow this. The basement area of the store contained approximately 200 linear feet of ACM pipe insulation the condition of which varied, (Samples H-314, H-315 and H-316). About half of this material was cellulosic with only outer layers of ACM (Sample H-316). Since this room is used for food storage and is continually used by employees we recommend that the material be removed.

2. 41-39 Kissena Blvd., 1 Hour Photo; The basement area contained 30 linear feet of suspected ACM at the rear of the store however further sampling in 41-37 Kissena indicated that this pipe run is non-ACM.

3. 41-37 Kissena Blvd., Beauty Shop; The same pipe run as described in the preceding paragraph was tested (Sample H-317) and found negative for ACM. A sample of ceiling tile taken at the top of the stairs to this basement area tested negative,(H-317).

4. 41-35 Kissena Blvd., Kays Shoes: The same pipe run was observed here. Above the dropped ceiling in the rear of the store on the ground level, ACM pipe insulation was observed, (Sample H-319), for which we recommend periodic inspection and monitoring.

5. 41-33 Kissena Blvd., Romano Cleaners; Observed the same pipe run in basement area therefore recommendation is the same. We also saw some ACM pipe insulation above the dropped ceiling on the ground level and noticed a few ceiling tiles missing. We recommend that the enclosure be completed and that the material be periodically inspected and monitored.

6. 41-25 Kissena Blvd., main entrance to residential portion.

7. 41-21 Kissena Blvd., Intercontinental Video; Basement was inaccessible to us at the time of the inspection.

8. 41-19 Kissena Blvd., Chinese Restaurant; Closed at time of inspection.

9. 41-17 Kissena Blvd., Bridal Shop; Same east-west pipe run across rear of basement, negative for ACM, same material as SAmple H-317.

10. 41-15 Kissena Blvd., Stationers; Same basement configuration, no ACM observed.

11. 41-13 Kissena Blvd., Melrose Credit Union; Basement was inaccessible to us at the time of the inspection.

CRG

Residential Spaces

The residential portion of the building contains 34 apartments per floor with lines A-U and AA-UU with no I,O,P or Q lines. Following the method and procedure previously described we obtained access to the following apartments:

6CC,	6C,	6B,	6BB,	6SS,	6HH,	6RR,	6NN,	6KK,	6LL
6E,	6T,	6R,	6H,	5TT,	5SS,	5GG,	5RR,	5NN,	5BB,
5DD,	5T,	4K,	4E,	4D,	4DD,	4EE,	4FF,	4JJ,	4SS,
3NN,	3TT,	3T,	3F,	3R,	2M,	2J,	2F,	2E,	2D,
2DD,	2CC,	2A,	2BB,	2UU,	2RR,	2TT,	1JJ,	1LL,	1EE,
1E,	1G,	1H.							

No asbestos containing material was observed in any of the apartments which were inspected. All of the radiators were similar throughout the building and a sample of material taken from behind a radiator cover in Apt. 6SS, (Sample H-327) was negative for ACM. Some behind the wall pipes were observed in a number of apartments undergoing renovation were uninsulated and the superintendant told us that he knew of no ACM in those areas.

A sample of door filler was taken from the entrance door to Apt. 6B, (Sample H-326) and was analyzed as negative for ACM as was a portion of wall material taken from Apt. 6CC, (Sample H-325).

Floor tile was sampled in Apt. 4DD and a sample was taken from the floor tile found on the 3rd floor hallway, (Samples H-328 and H-329) and although both of these were analyzed as negative for ACM, several different types of floor tile were seen throughout the building therefore we recommend caution and further sampling and analysis before removing or renovating any floor tile in the building.

OFFICE AREA

On the second floor of the building (designated as "0" Floor) we were only able to see a few of the office spaces and we found the same type of radiators as seen in the apartments and no suspected ACM.

The following spaces were inspected:

1. Drake Business School; Rooms 101, 103, 104, 105, 106, 107, 109, 115, and 117.
2. Masotherapy; Room 108
3. Mark Greenberg Realty; Rooms 120, 121, and 122.
4. Empty Room 110.

GENERAL CONCLUSIONS AND RECOMMENDATIONS

ACM was found in various areas of the building in varying degrees of condition. Most of the asbestos containing material observed to be in poor condition was found in the boiler room, basement common areas and the garage parking areas which are use by maintenance personnel as well as residents thus increasing the risk of contact with or disturbance of the material.

The conservative assumption is that there is asbestos containing material in various forms and amounts in the commercial units which were not available for inspection and appropriate precautionary warnings are recommended prior to treatment.

Except for the specific areas itemized in the following priority list, conditions observed at the time of this inspection do not necessarily constitute an imminent health threat however due to the fact that all asbestos containing material has the potential for fiber release when damaged or disturbed, prudence dictates caution at present and the development of a long range plan to deal with the presence of ACM in the buildings. We recommend extreme caution in renovating or repairing any of the areas where suspect materials have been identified and that suitable precautionary warnings be given to all service and maintenance personnel with access to any of these areas. Consult laboratory data sheets for specifics and recommendation key for treatment description.

We feel that the asbestos course taken by two of the building staff is a plus in the management of a comprehensive asbestos abatement schedule and that adequate precaution and supervision will minimize contact or disturbance with the materials catalogued herein until such time as this plan can be put into effect.

PRIORITY LIST

1. boiler room, friable material.

2. basement garage, friable material.

3. commercial retail spaces; complete the inspection and establish abatement priorities.

All asbestos containing pipe insulation should be treated as specified herein. Any ACM not removed should be monitored as per the applicable portions of the protocol and persons having access to such areas should receive appropriate precautionary instruction or supervision as necessary.

COURDITH-ROBERTS, INC.

by: _____



BULK SAMPLE CERTIFICATE OF ANALYSIS AND RECOMMENDATION FORM

DATE: December 22, 1986

ON: 41-25 Kissena Boulevard

SOURCE: JCH

#	Location/Description	Friability	Contents	%	Recommendations
0	Sample of pipe insulation	1	Chrysotile Asbestos Cellulose Cement-Binder Ground Glass	45 40 10 5	RG
1	Sample of elbow insulation	1	Chrysotile Asbestos Calcite Fiberglass	40 50 10	RG
2	Sample of pipe insulation	1	Chrysotile Asbestos Cellulose Ground Glass Cement-Binder	25 55 10 10	RG & RE
3	Sample of valve insulation	1	Chrysotile Asbestos Calcite Cellulose	45 35 20	RG & RE

FF-15

Laboratory Technician: Chris Ellison

BULK SAMPLE CERTIFICATE OF ANALYSIS AND RECOMMENDATION FORM

.IENT:

DATE: December 22, 1986

CATION: 11-25 Kissena Boulevard

SOURCE: JCH

am-le #	Location/Description	Fria-bility	Contents	%	Recommend-ations
-301	Sample of boiler covering material	2	Chrysotile Asbestos Calcite Synthetic Fibers Cellulose Binder	20 45 15 15 5	RE
1-305	Sample of chimney duct insulation	4	Chrysotile Asbestos Calcite Cement-Binder Cellulose	65 20 10 5	RC or RE
1-306	Sample of pipe insulation	4	Chrysotile Asbestos Cellulose Ground Glass Binder	35 40 15 10	RE
1-307	Sample of pipe insulation	2	Cellulose Calcite Ground Glass	75 15 10	N/A

FF-16

Laboratory Technician: Chris McCrea

BULK SAMPLE CERTIFICATE OF ANALYSIS AND RECOMMENDATION FORM

CLIENT:

DATE: December 22, 1986

LOCATION: 41-25 Kissena Boulevard

SOURCE: JCH

Sample #	Location/Description	Friability	Contents	%	Recommendations
H-308	Sample of pipe insulation	2	Chrysotile Asbestos Cellulose Ground Glass Binder	35 40 15 10	RG
H-309	Sample of elbow insulation	4	Chrysotile Asbestos Calcite Cellulose Cement-Binder	40 30 20 10	RG
H-310	Sample of pipe insulation	4	Chrysotile Asbestos Cellulose Ground Glass Binder	35 40 15 10	RG
H-311	Sample of ceiling tile	1	Mineral Wool Calcite Cellulose	50 25 25	N/A

FF-17

Laboratory Technician: Chris DeMusa

BULK SAMPLE CERTIFICATE OF ANALYSIS AND RECOMMENDATION FORM

CLIENT:

DATE: December 22, 1986

LOCATION: 41-25 Kissena Boulevard

SOURCE: JCH

Sample #	Location/Description	Friability	Contents	%	Recommendations
H-312	Sample of duct insulation	1	Calcite Cellulose Cement-Binder	65 25 10	N/A
H-313	Sample of pipe insulation	4	Chrysotile Asbestos Cellulose Ground Glass Binder	30 60 5 5	RG
H-314	Sample of pipe insulation	4	Chrysotile Asbestos Cellulose Binder	10 80 10	RG
H-315	Sample of elbow insulation	1	Chrysotile Asbestos Calcite Cement-Binder	40 50 10	RG
H-316	Sample of pipe insulation	4	Chrysotile Asbestos Cellulose Cement-Binder	5 85 10	RG

Laboratory Technician: Chris Kellner

BULK SAMPLE CERTIFICATE OF ANALYSIS AND RECOMMENDATION FORM

IENT:

DATE: December 22, 1986

CATION: 41-25 Kissena Boulevard

SOURCE: JCH

m-e #	Location/Description	Fria-bility	Contents	%	Recommend-ations
-317	Sample of pipe insulation	4	Cellulose	100	N/A
-318	Sample of ceiling tile	1	Mineral Wool Cellulose Calcite	65 25 10	N/A
-319	Sample of pipe insulation	2	Chrysotile Asbestos Cellulose Ground Glass Binder	40 40 10 10	IM
320	Sample of ceiling tile	1	Mineral Wool Cellulose Binder	70 25 5	N/A
321	Sample of pipe insulation	4	Chrysotile Asbestos Cellulose Cement-Binder Ground Glass	45 40 10 5	RG

FE-19

Laboratory Technician: Chris Dillon

BULK SAMPLE CERTIFICATE OF ANALYSIS AND RECOMMENDATION FORM

CLIENT:

DATE: December 22, 1986

LOCATION: 41-25 Kissena Boulevard

SOURCE: JCH

Sample #	Location/Description	Friability	Contents	%	Recommendations
H-322	Sample of pipe insulation	4	Chrysotile Asbestos Cellulose Cement-Binder Ground Glass	15 10 10 5	RE
H-323	Sample of pipe insulation	4	Chrysotile Asbestos Cellulose Fiberglass Diatomaceous Earth Binder	35 35 15 10 5	RE or RG
H-324	Sample of floor tile	1	Synthetic Materials	100	N/A
H-325	Sample of wall material	1	Gypsum Cellulose Calcite	70 20 10	N/A
H-326	Sample of door fill	1	Fiberglass	100	N/A

FF-20

Laboratory Technician: Chris Kluss

BULK SAMPLE CERTIFICATE OF ANALYSIS AND RECOMMENDATION FORM

ENT:

DATE: December 22, 1986

'ATION: 41-25 Kissena Boulevard

SOURCE: JCH

m-e #	Location/Description	Friability	Contents	%	Recommendations
327	Sample of radiator cover insulation	1	Cellulose	100	N/A
328	Sample of floor tile	1	Synthetic Materials	100	N/A
329	Sample of floor tile	1	Calcite Cellulose	90 10	N/A

Laboratory Technician:

KEY TO SAMPLE LOCATIONS

41-25 Kissena Boulevard

SAMPLE ID #	LOCATION/DESCRIPTION
H-300	Basement/north-south Hallway at east side of building/north end of hallway/Sample of overhead pipe insulation
H-301	Basement/north-south hallway at east side of building/north end of hallway/Sample of overhead pipe elbow insulation
H-302	Basement/boiler room/adjacent to and south of south boiler/vertical pipe/5 feet from floor Sample of pipe insulation
H-303	Basement/boiler room/adjacent to and south of south boiler/vertical pipe/5 feet from floor Sample of valve insulation
H-304	Basement/boiler room/southeast corner of south boiler/1 foot from floor/Sample of boiler covering material
H-305	Basement/boiler room/west of (behind) boilers between the boilers/8 feet from floor/Sample of chimney duct insulation
H-306	Basement/oil tank room/northwest corner of room 10 feet from floor/Sample of pipe insulation
H-307	Basement/main east-west hallway/outside oil tank room entrance/10 feet from floor/Sample of pipe insulation
H-308	Basement/laundry room/southeast corner of room 10 feet from floor/Sample of pipe insulation
H-309	Basement/laundry room/southeast corner of room/ 10 feet from floor/Sample of elbow insulation

KEY TO SAMPLE LOCATIONS

41-25 Kissena Boulevard

SAMPLE ID #	LOCATION/DESCRIPTION
H-310	Basement/store room adjacent to and west of supers shop/southeast corner of room/7 feet from floor/Sample of pipe insulation
H-311	Basement/west end of main east-west corridor/ stairway to outside parking lot/top of stairway/ Sample of ceiling tile material
H-312	Basement/west end of main east-west corrdor/ duct passing over corridor/sample of duct insulation
H-313	Underground garage north of (behind) building south east area of garage adjacent to heater/ 9 feet from floor/Sample of pipe insulation
H-314	41-41 Kissena/Key Foods/basement/locker room/ 7 feet from floor/Sample of pipe insulation
H-315	41-41 Kissena/Key foods/basement/locker room/ 7 feet from floor/sample of elbow insulation
H-316	41-41 Kissena/Key foods/basement/central area by can return storage/7 feet from floor/Sample of pipe insulation
H-317	41-37 Kissena/Beauty Shop/basement/rear of store/Sample of pipe insulation
H-318	41-37 Kissena/Beauty Shop/basement/top of stairway to basement/Sample of ceiling tile material
H-319	41-35 Kissena/Kays Shoes/ground level/rear of store/above drop ceiling/sample of pipe insulation

KEY TO SAMPLE LOCATIONS

41-25 Kissena Boulevard

SAMPLE ID #	LOCATION/DESCRIPTION
H-320	41-35 Kissena/Romano Cleaners/ground floor/rear of store/Sample of ceiling tile material
H-321	41-09 Kissena/Ice Cream Factory/bottom of front basement stairway/sample of pipe insulation
H-322	41-01 Kissena/Manufacturers Hanover Trust/ basement/supply room/7 feet from floor/sample of pipe insulation
H-323	41-01 Kissena/basement/porters room/sample of pipe insulation
H-324	41-01 Kissena/basement/lunch-break room/sample of floor tile
H-325	Apartment 6-CC/bathroom/sample of wall material
H-326	Apartment 6-B/Main entrance door/Sample of door fill insulation
H-327	Apartment 6SS/living room/Sample of insulation from behind radiator cover
H-328	Apartment 4DL/kitchen/Sample of floor tile
H-329	Fifth floor (3rd floor on elevator buttons) outside of stairway A/hallway/Sample of floor tile

CRG

KEY TO RECOMMENDATIONS

RC - Remove ACM within negative air containment and employ full range of applicable worker protection. This requires all personnel and/or building occupants to vacate the area until air tests indicate airborne asbestos fiber levels have been reduced below applicable standards. Seal all doors, drains, and windows with a minimum of 6 mil polyethylene plastic. Seal all floors with 2 layers of 6 mil polyethylene and all walls with 1 layer of same. Set up a decontamination chamber at the entrance to the work area. Set up HEPA filtered exhaust units to provide a complete exchange of air every 15 minutes. Remove ACM following approved methods. After removal, encapsulate the area with an EPA approved encapsulant. Follow Appendix F to OSHA Regs (29 CFR 1910 et seq.) Work Practices & Engineering Controls for Major Asbestos Removal, Renovation, and Demolition, pgs. 22776-22784 and/or Appendix G, Work Practices & Engineering Controls for Small-Scale Short Duration Asbestos Renovation & Maintenance Activities, pgs. 22785-22788, Federal Register June 20, 1986.

RG - Remove all pipe insulation with the glove bag method. All personnel and/or building occupants must vacate area until air tests indicate airborne asbestos fiber levels have been reduced below applicable standards. Seal bag around pipe, thoroughly wet material contained within the bag, remove the insulation, clean and encapsulate the pipe. Collapse the bag with a HEPA filtered vacuum. Seal and remove the bag from the pipe for disposal in accordance with applicable disposal regulations.

RE - Repair and encapsulate. Repair damaged pipe insulation with the glove bag method. All personnel and/or building occupants must vacate the area until air tests indicate airborne asbestos fiber levels have been reduced below applicable standards. Seal bag around pipe. Repair damaged pipe insulation using non-ACM material. Collapse bag with HEPA filtered vacuum and remove from pipe for disposal in accordance with applicable disposal regulations.

CRG

E - Enclosure. Construct airtight walls or ceiling around ACM. All personnel and/or building occupants must vacate area until air tests indicate airborne asbestos fiber levels have been reduced below applicable standards.

IM - Inspect and monitor. Periodically inspect material for change in condition, friability, and damage. Air sampling may accompany inspection. Removal may be necessary before renovation. Set up Operations and Maintenance program in accordance with EPA guidelines.

N/A - Not found to be ACM, recommendation non-specific unless contaminated by ACM in which case material must be treated accordingly.

KEY TO FRIABILITY RATINGS

Friability is the likelihood and ability of a material to be crumbled, pulverized, or reduced to powder. It is a relative measure of the material's propensity to release particles and fibers into the surrounding atmosphere. Friable asbestos has been demonstrated to be a cause of fibrogenic disease in humans after varying degrees of exposure.

NOTE: ALL FRIABILITY RATINGS ARE ASSIGNED AS OF THE DATE OF THE INSPECTION AND REPRESENT A CAREFUL CONSIDERATION OF CONDITIONS AT THE TIME THEY WERE OBSERVED. THE FRIABILITY OF A PARTICULAR SUSPECT MATERIAL MUST BE MONITORED PERIODICALLY.

1 - Not friable. Material appears hard or well wrapped.

2 - Potentially friable, exposed to ambient air and can be damaged by hand pressure.

3 - Highly friable, damaged, fluffy or flaking or powdery.

4 - Friable only where damaged, not friable where undamaged.

CRG

ASBESTOS PROTOCOL FOR CONTINUED MONITORING

Recommendation For Specific Action To Reduce Potential Asbestos Exposure For ACM Treated By Other Than Removal

The presence of asbestos in a building does not mean that the health of building occupants is necessarily endangered. As long as the ACM remains in good condition and is not disturbed, the risk of hazardous exposure is minimized. The potential for fiber release from ACM determines the need for and scheduling of future treatment. The nature and location of the material will determine the abatement method.

The building owner or management authority should establish a special operations and maintenance program pursuant to the guidelines set forth in EPA 560/5-85-024 (Guidance for Controlling Asbestos-Containing Materials in Buildings). The purpose of this program is to provide periodic monitoring and inspection of the ACM remaining in the building to ensure that its presence does not become hazardous due to damage or disturbance which might cause asbestos fibers to become airborne.

The program consists of appointing an asbestos manager with qualifications commensurate with the scope of the task who will develop and implement a schedule for documenting and monitoring all ACM in the building. The manager will inform building occupants and custodial staff of the location of ACM and caution them about disturbing it. The manager will train workers to clean and handle ACM properly; will supervise the cleaning of areas which may be contaminated; will notify the proper governmental bodies pursuant to applicable regulations before any removal work or demolition is done; and will document all periodic inspections for damage and deterioration, with appropriate tests as necessary.

An assessment of the condition of the ACM should evaluate: the quality of the installation, the adhesion of the friable material to the underlying substrate, deterioration, and damage from vandalism or any other cause. Evidence of debris on horizontal surfaces, hanging material, dislodged chunks, scrapings, indentations, or cracking are indicators of poor material condition.

Accidental or deliberate physical contact with the friable material can result in damage. The asbestos manager should look for any evidence that the ACM has been disturbed: finger marks in the material, graffiti, pieces dislodged or missing, scrape marks from movable equipment or furniture, or accumulation of the friable material on floors, shelves, or other horizontal surfaces.

ACM may deteriorate as a result of either the quality of the installation or environmental factors which affect the cohesive strength of the ACM or the strength of the adhesion to the substrate. Deterioration can result in the accumulation of dust on the surface of the ACM, delamination of the material, or an adhesive failure of the material where it pulls away from the substrate. The ACM should be examined (with suitable respirator protection in accordance with applicable OSHA guidelines) to determine if dust is released when the material is contacted lightly. If the coated surface "gives" under slight pressure, the integrity of the substrate to ACM bond is suspect.

Water from leaks or high humidity areas can dislodge, delaminate, or disturb friable ACM that is in otherwise good condition and can increase the potential for fiber release by dissolving and washing out the binders in the material. Materials which were not considered friable may become friable after water has dissolved and leached out the binders. Water can also act as a conduit to carry fibers to other areas where evaporation will leave a collection of fibers that can become airborne.

The asbestos manager should inspect for visible signs of water damage such as discoloration of or stains on the ACM, stains on adjacent walls or floors, buckling of the walls or floors or areas where pieces of ACM have separated into layers or have been dislodged thereby exposing the substrate.

An air plenum exists when the return (or in rare cases, conditioned) air leaves an enclosed space through vents in a suspended ceiling and travels at low speed through the space between the actual ceiling and the suspended ceiling or ducts. The moving air may erode any ACM in the plenum. In evaluating whether an air plenum or direct airstream is present, the inspector must look for evidence of ducts or cavities used to convey air to and from heating or cooling equipment or the presence of air vents or outlets which blow air directly onto friable material. In many cases, the tiles in the suspended ceiling must be lifted to check if this situation exists and if ACM is located above a suspended ceiling in an air plenum, a thorough inspection should be made. ACM above a suspended ceiling is considered exposed if the space above the suspended ceiling is an air plenum.

If friable ACM can be reached by building users or maintenance people, either directly or by impact from objects used in the area, it is accessible and subject to accidental or intentional contact and damage.

In general, for a site to show a high potential for disturbance of friable ACM, it must be exposed, accessible and be located near movement corridors or subject to vibration. The amount of ACM exposed to occupied areas will contribute to the potential for disturbance. ACM that can be seen is exposed and for a material to be considered unexposed a physical barrier must be present which is complete, undamaged, and unlikely to be removed or dislodged.

The foregoing comments are not to be construed as exhaustive but merely serve to indicate some of the issues which must necessarily be considered in dealing with the potential hazard of remaining ACM which may become damaged and thus friable. All recommendations designated as IM in the lab data section of this report should be complied with as per the guidelines and regulations mentioned herein and in the alternative should be managed by an independent asbestos consultant.

Applicable Standards - Federal

29 CFR 1910.1001; 51 CFR 1926.58; 29 CFR 1910.134
29 CFR 1910.145; 30 CFR 230 & 231; 40 CFR 61 Subpart M

New York State Environmental Conservation Laws
Article 27 Title 3 Part 364
Article 27 Title 6 & 7 Part 360
Chapter 775 of the Laws of the State of New York
Labor Law, Section 879
Title 13 NYCRR, Part 18,19 and 20

Local Law 70, 1985 City of New York (where applicable)
Local Law 76, 1985 City of New York (where applicable)

COURDITH-ROBERTS GROUP

Asbestos Survey and Inspection Personnel:

Robert A. Angione, Industrial Hygienist, B.S.,Licensed Asbestos Abatement Contractor, Department of Labor State of New Jersey; Asbestos Abatement Supervisor,permit holder, Department of Health, State of New Jersey; CRG continuing education program; seven years experience in asbestos decontamination field; formerly director of operations and maintenance for a large environmental consulting and asbestos abatement firm in New Jersey; supervised numerous private and public asbestos abatement projects, full member of the American Industrial Hygiene Association, expert in abatement technology and asbestos control.

Christopher Hillmann, B.A., Certified Asbestos Safety Technician, State of New Jersey; CRG continuing education program; six years experience in asbestos consulting and abatement industry; supervisory responsibility for numerous abatement projects including New York Times corporate headquarters; expert in air monitoring and bulk sampling techniques, member of American Asbestos Council and the Air Pollution Control Association.

Ronald Lawrence, Certified Asbestos Safety Technician, State of New Jersey; CRG continuing education program; eight years experience in monitoring particulate and gas pollutants including two years with the New York State Department of Environmental Conservation; supervisory experience with industrial sampling teams investigating emission control compliance; air and safety monitor on many public and private asbestos abatement projects.

William Szary, B.S., Certified Asbestos Safety Technician, State of New Jersey; post-graduate background in environmental and industrial hygiene; CRG continuing education program; supervisory experience in numerous building surveys; experienced in air and bulk sampling techniques and materials.

Kent Ward, B.A., Certified Asbestos Safety Technician, State of New Jersey; asbestos protocol technical staff; CRG continuing education program; supervisor on numerous asbestos building surveys for both residential and commercial projects; experienced in air and bulk sampling techniques and materials.

301 East 48th Street, Suite 9M, New York, New York 10017 • (212) 751-9488
181 Rivervale Road, River Vale, New Jersey 07645 • (201) 664-1777

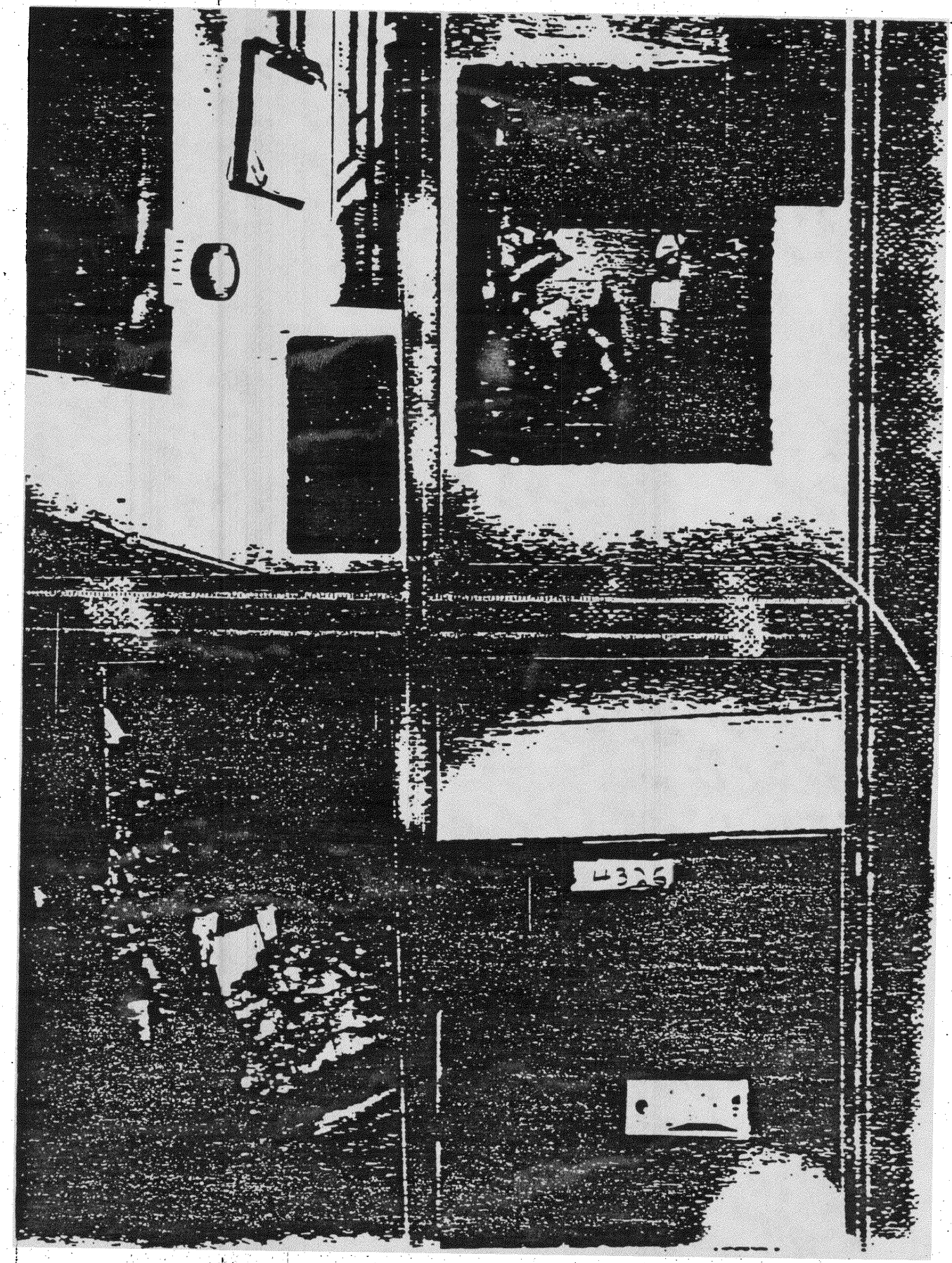
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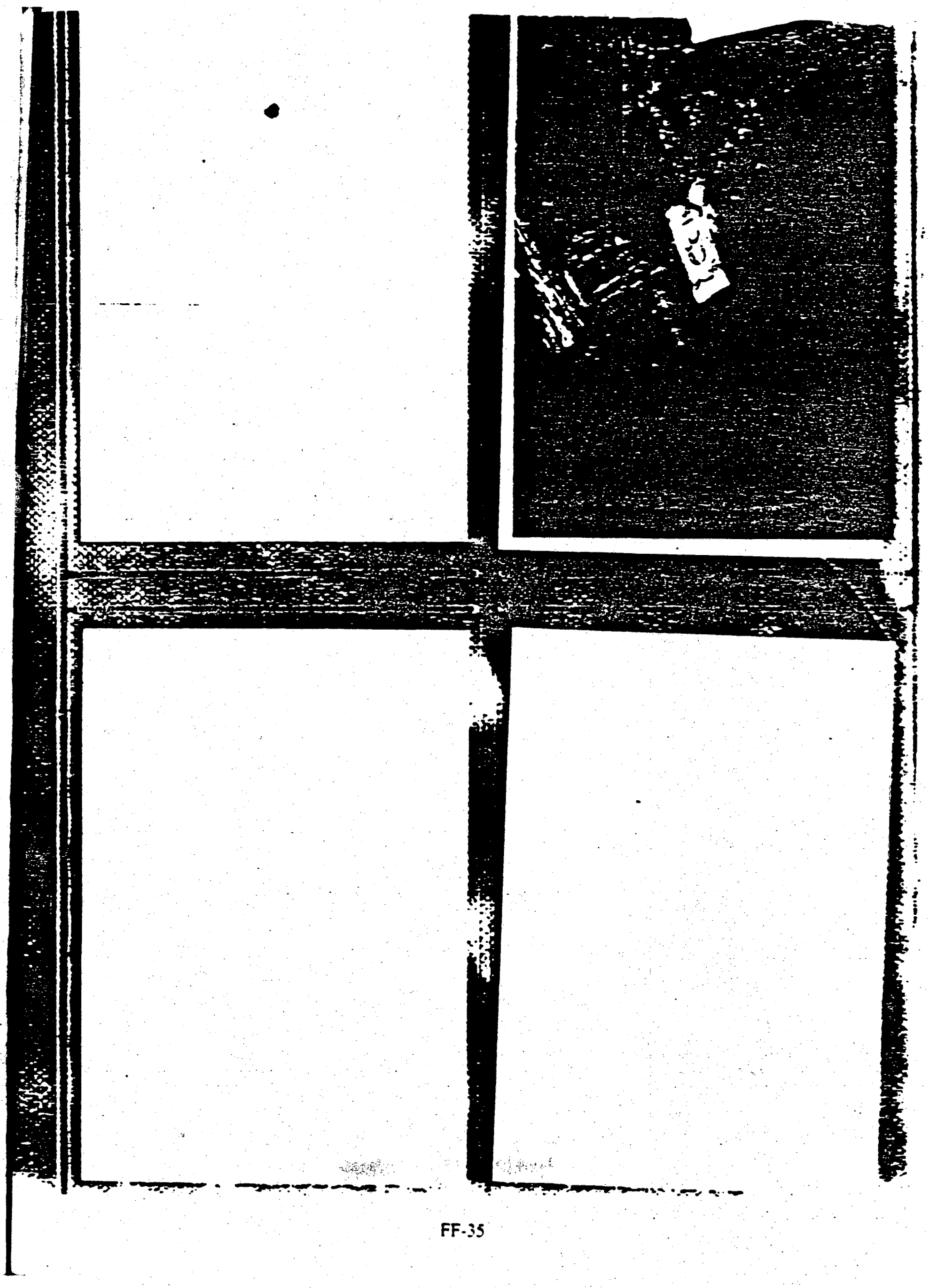
Joseph Hillmann, B.S., Certified Asbestos Safety Technician, State of New Jersey; CRG continuing education program; six years laboratory experience in analysis of bulk and air samples; senior lab technician for Hillmann Laboratories, certified proficient by U.S. EPA Bulk Sample quality assurance program; expert in phase contrast and polarized light microscopy and discrete analysis of bulk samples; expert air and safety monitor for abatement work; member of American Asbestos Council and the Air Pollution Control Association.

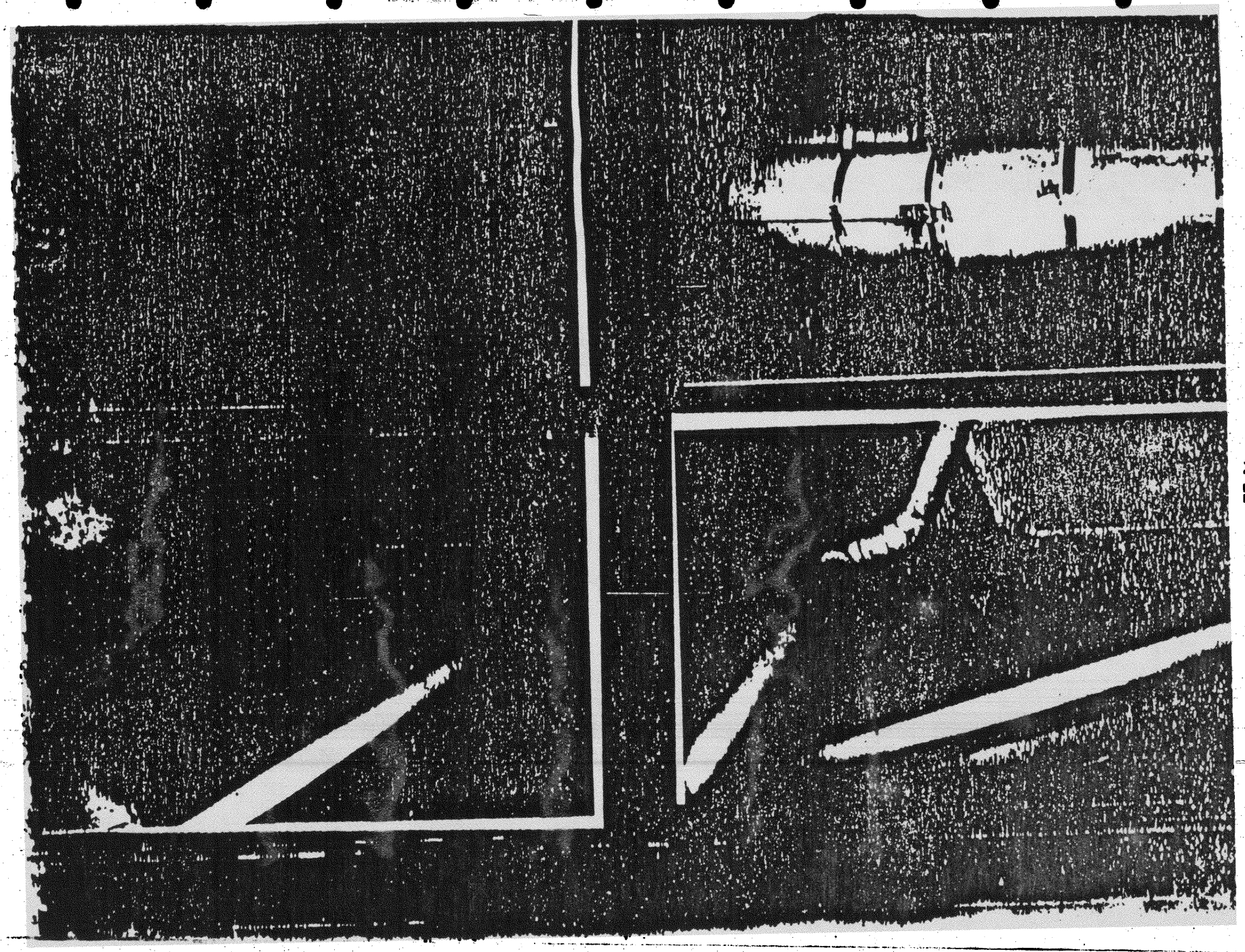
Courdith-Roberts, Inc. also has, in additional to its regular technical staff, a Board of Consultants which provide services to the **Courdith-Roberts Group.** The board members include a Certified Industrial Hygienist, a Professional Engineer, a Registered Architect, a physician and an attorney. The services of these additional team members are utilized on an ad hoc basis whenever the conditions of the survey or the parameters of the inspection or of the work ordered require it.

FIG. 13

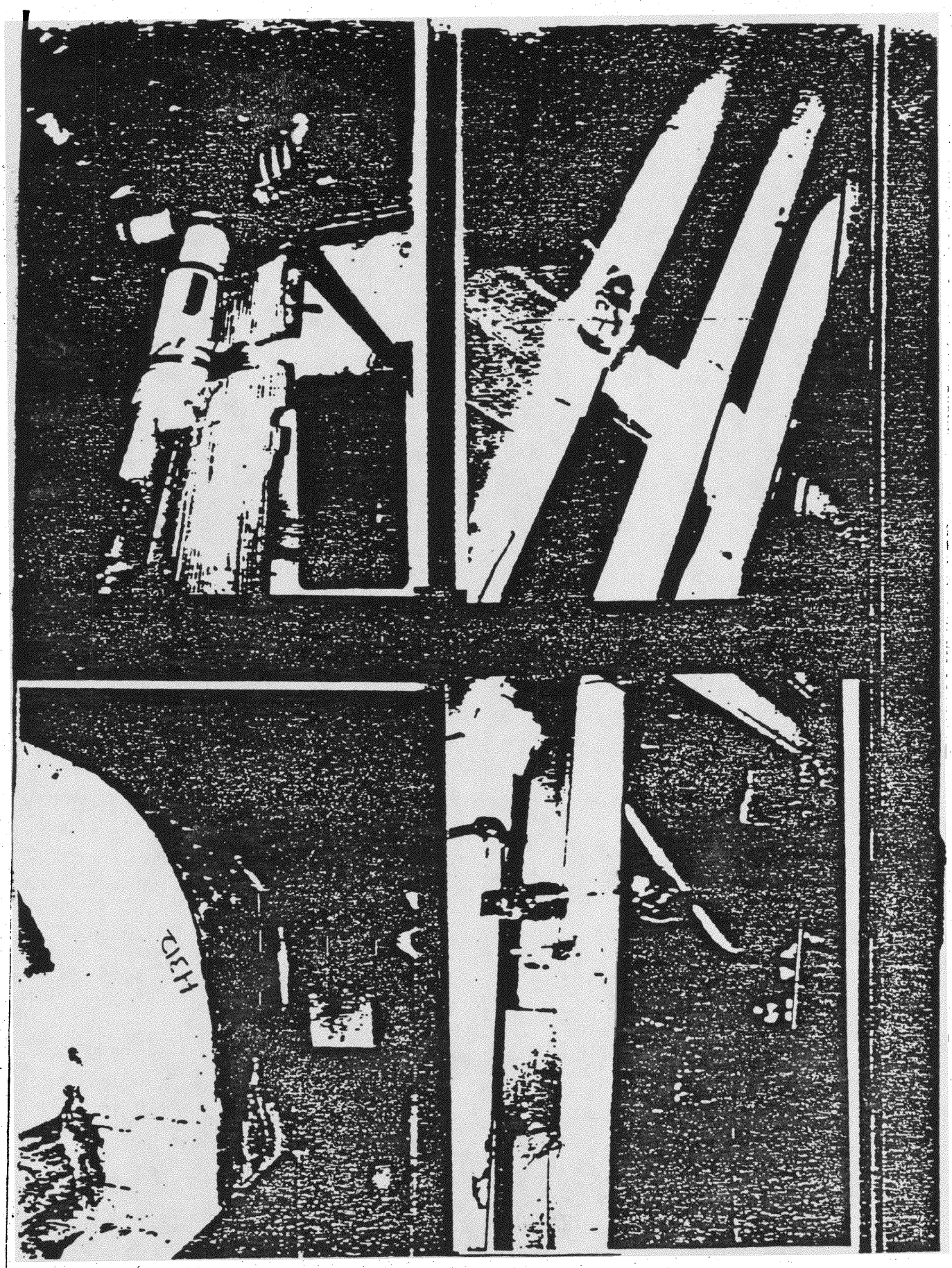




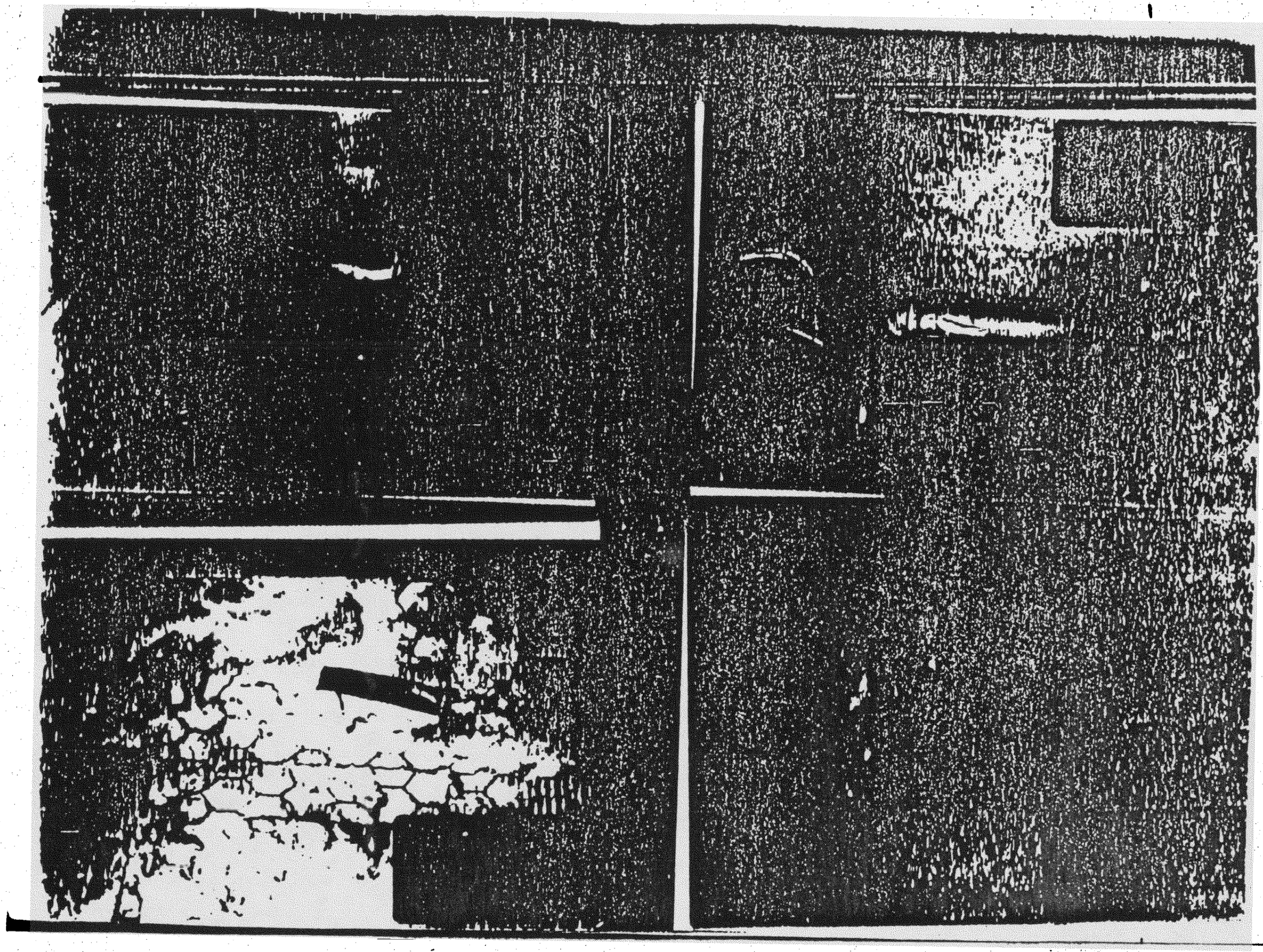




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DECLARATION

Establishing a Plan for Condominium Ownership
of the Premises known as

The Park Regent Condominium
Pursuant to Article 9-B of the Real Property
Law of the State of New York

Name: The Park Regent Condominium
Declarant: Flushing Estates Associates

Date of Declaration: _____, 19___

Prepared by: Goldstick, Weinberger, Feldman, Alperstein,
Rotenberg, Grossman & Barr, P.C.
261 Madison Avenue
New York, New York 10016

The land affected by the within instrument
lies in Section 25, Block 5044, Lot 1,
on the Tax Map of the Borough of Queens,
County of Queens, City and State of New York.

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PART II

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* Reproduced in full at page H-1
** Reproduced in full at page C-1

DECLARATION
OF
THE PARK REGENT CONDOMINIUM

(Pursuant to Article 9-B of the Real Property Law of the State of New York)

Flushing Estates Associates, a New York partnership having an office at 408 West 57th Street, New York, N.Y. (hereinafter referred to as "Declarant") does hereby declare as follows:

PART I

ARTICLE 1

DEFINITIONS

All capitalized terms used in this Declaration that are not otherwise defined in the Articles hereof shall have the meanings set forth in Exhibit C annexed hereto, unless the context in which 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, as well as to verbs of any tense.

ARTICLE 2

SUBMISSION OF THE PROPERTY

Declarant hereby submits the Property to the provisions of the Condominium Act and, pursuant thereto, does hereby establish a regime for the condominium ownership of the Property as more particularly set forth herein and in the By-Laws.

ARTICLE 3

NAME OF CONDOMINIUM

The condominium shall be known as The Park Regent Condominium.

ARTICLE 4

THE LAND

The Land, which is located in the Borough of Queens in the County of Queens in the City and State of New York and is more particularly described in Exhibit A annexed hereto, is owned by Declarant in fee simple absolute and has an area of approximately 91,600 square feet.

ARTICLE 5

THE BUILDING

The Building is six (6) stories plus a cellar, sub cellar, and sub-sub cellar. The sub-sub cellar level (known as the Cellar) contains the boiler, laundry room, compactor room, storage and other miscellaneous common elements, some of the Commercial Units, and part of the Garage/Parking Unit. The sub-cellar level (known as the Lobby floor) contains Commercial Units and residential and professional lobbies. The cellar level (known as the Office floor) contains the Professional Units. The upper stories

one thru six contain the Residential Units. There are bulkheads above the roof level, which are common elements. The Building is of Class "III" non-fireproof construction. The floor construction is reinforced concrete in public and the Commercial Unit areas, and wood framing in the Residential Units. The exterior walls are brick and concrete masonry, a minimum of 12" in thickness. Elevator shafts and stair enclosures are 4" thick concrete masonry. Corridor walls are also 4" thick concrete masonry. Columns, girders, and beams are steel encased in fireproof material.

There are three (3) automatic passenger elevators in the Building.

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) its designation number; (ii) its 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 of each Unit within the Building is shown on the Floor Plans.

(b) Each Residential and Professional Unit, located on the sub-cellar floor, cellar floor, or first through sixth floors of the Building as shown on the Floor Plans, consists of the area measured horizontally from the interior face of the structural portion of each exterior wall to the interior face of the opposite exterior wall or to the imaginary near face of any wall or partition wall separating such unit from any corridor, stair, elevator or other mechanical equipment space; and therefore includes any surfacing material on the Unit side of said walls or partitions; where any internal wall or partition is constructed of plaster or sheet rock, the area it defines shall be measured horizontally to include the full thickness of the sheet rock or plaster and lath on the unit side of such wall or partition; and to the interior side of any partition wall separating the Residential Unit from any common element except as otherwise shown on the floor plans, and the area measured vertically from the top of the floor to the underside of the ceiling of such Unit. Residential Units with terraces appurtenant thereto shall include the area of such terrace within the Unit.

Each Commercial Unit located in the sub-sub cellar, and the cellar floors of the Building consists of the area measured horizontally from the interior face of the structural portion of each exterior wall to the interior face of the opposite exterior wall or to the imaginary near face of any wall or partition, separating such Unit from any corridor, stair, elevator, or other mechanical equipment space; therefore includes any surfacing material on the Unit side of said wall or partition; and where any internal wall or partition is constructed of plaster or sheet rock, the area that it defines is measured horizontally to include the full thickness of the sheet rock or plaster and lath on the Unit side of such wall or partition except as otherwise indicated on the floor plan and the area measured vertically; the Commercial Unit is measured vertically from the top of the concrete floor of the sub-sub cellar (called Cellar) or sub-cellar (called Lobby) as appropriate, to the underside of the concrete ceiling of the sub-cellar (called Cellar) or cellar (called Office), as appropriate, depending on plan location.

The Garage/Parking Unit consists of a portion of the Land, including space below the central (north) wing of the Building, and a portion of the sub-sub cellar floor (called Cellar) of the Building, as shown on the unit plans. Such area is measured below the Building horizontally from the exterior face of the structural portion of each exterior wall to the opposite exterior wall or the imaginary near face of any wall or partition, separating such unit from any corridor, stair, elevator, or other mechanical equipment space; and where a masonry wall or partition separates the Garage/Parking Unit from the Commercial Unit, therefore includes any surfacing material on the Unit side of said wall or partition. Outside the Building such space is measured from the near edge of the pedestrian path adjoining the Garage/Parking Unit to the exterior face of the opposite exterior wall of the Garage/Parking Unit, or

opposite exterior wall of any stair or passageway, as shown on the unit plans. The Garage/Parking Unit is measured vertically from the top of the sub-sub cellar floor (called Cellar) to the underside of the ceiling of the sub-sub-cellar floor inside the Building, and measured vertically to a height of 10'0" above the highest point of the parking surface outside the Building. The Unit includes exhaust fans, hoods and ductwork exclusively serving the Unit, radiators, electrical risers, controls, piping, thermostats, and facilities serving the Unit.

(c) Each Unit includes: (i) the entrance doors to such Unit; (ii) the interior walls, partitions and floor coverings and plastered ceilings affixed, attached, or appurtenant to such Unit; (iii) any and all equipment, fixtures and appliances (including, without limitation, heating and cooling equipment, plumbing, plumbing facilities, sinks, bathtubs, waterclosets, refrigerators, ovens, ranges, dishwashers and any other appliances) affixed, attached, or appurtenant to such Unit; and (iv) all Facilities affixed, attached, or appurtenant to such Unit and benefiting only that Unit.

(d) Notwithstanding anything contained in this Article 6 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 such Unit Owner's Unit and to a depth of one inch behind such surfaces for the purposes of installing nails, screws, bolts, receptacles and the like, provided that no such installation shall impair the structural integrity of such Unit or of the Building.

ARTICLE 7

The General and Limited Common Elements

(a) The Common Elements are comprised of (i) the General Common Elements, which are described in paragraph (b) of this Article 7 and (ii) the Limited Common Elements, which are described in paragraphs (c), (d), (e) and (f) of this Article 7.

(b) The General Common Elements consist of the Land and those rooms, areas, Corridors and other portions of the building (other than the 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, the General Common Elements include:

(i) the Land, except for the parts comprising the Garage/Parking Unit with ramp, and all of the sidewalks outside of and immediately appurtenant to the Building.

(ii) all foundations, columns, beams, supports, girders, exterior walls, interior walls, partitions, windows (including panes, casements and frames), floors, roofs, and ceilings in, on, or under the Building, to the extent that the same are not expressly included as a part of a Unit pursuant to the terms of Article 6 hereof or as part of a Limited Common Element pursuant to the terms of paragraph (c) of this Article 7;

(iii) all hallways, corridors, lobbies, vestibules, basements and cellars (except to the extent that Units are located on such levels) yards, storage spaces, common laundry spaces, mail rooms, mail boxes, stairs, stairways, elevator shafts and pits, other mechanical and electrical equipment spaces, and entrances to, and exits from, the Building (except if included in any of the Limited Common Elements);

(iv) all central and appurtenant installations and Facilities for services such as power, light, telephone, intercom, gas, sewer, plumbing, drainage, hot and cold water distributions, heat, garbage disposal, cable television and other mechanical and electrical systems to the extent that the same are not expressly included as a part of a Unit or Limited Common Elements pursuant to the terms of Article 6 of this Article 7; and

(v) all other parts of the Property, and all apparatus and installations now existing or hereafter constructed in the Building or on the Property, either existing for the common use of the Units or the Unit Owners or necessary for, or convenient to, the existence, maintenance, or safety of the Property;

(c) The Commercial Limited Common Elements consist of all portions of the Land and the Building (other than the Units) that are for the use of one or more Commercial Units to the exclusion of all other Units. The Commercial Limited Common Elements include:

(i) the loading dock area at the easterly corner of the building;

(ii) at the sub cellar (called Lobby floor), all central and appurtenant installations and Facilities for services within the Unit such as power, light, telephone, gas, sewer, plumbing, drainage, hot and cold water distribution, heat, garbage disposal, and other mechanical and electrical systems and to the extent the same were not expressly included as part of a Unit pursuant to the terms of Article 6 hereof;

(iii) all other parts of the Property, and all apparatus and installations now existing or hereafter constructed in the Building or on the Property, either existing for the common use of the Commercial Units only or the Commercial Unit Owners only.

(d) The Professional Limited Common Elements consist of all portions of the Land and the Building (other than the Units) that are for the use of one or more Professional Units to the exclusion of all other Units. The Professional Limited Common Elements include:

(i) the entrance doors, canopies and corridors (if any) leading from Kissena Boulevard to the Professional lobby;

(ii) all hallways and corridors at the cellar level (called office floor), the lobby and vestibule, professional passenger elevator and related elevator shaft and pits;

(iii) at the cellar level all central and appurtenant installations and Facilities for services within the Units such as power, light, telephone, gas, sewer, plumbing, drainage, hot and cold water distribution, heat, garbage disposal, and other mechanical and electrical systems and to the extent the same were not expressly included as part of a Unit pursuant to the terms of Article 6 hereof; and

(e) the Residential Limited Common Elements consist of all portions of the building (other than the Units) that are for the use of one or more Residential Units to the exclusion of all other Units. The Residential Limited Common Elements include:

(i) the entrance doors, canopies and access ways leading from Kissena Boulevard to the residential lobby;

(ii) all hallways and corridors above the cellar (called Office) floor, the residential lobby and vestibule, storage spaces in the sub-cellar and sub-sub cellar as shown on the Floor Plans, residential passenger elevators and related elevator shafts and pits below the cellar (called Office) ceiling;

(iii) above the cellar (called Office floor) ceiling, all central and appurtenant installations and Facilities for services such as power, light, telephone, gas, sewer, plumbing, drainage, hot and cold water distribution, heat, garbage disposal, cable television and other mechanical and electrical systems and, to the extent the same were not expressly included as part of a Unit pursuant to the terms of Article 6 hereof; and the intercom system servicing the Residential Unit and the superintendent's apartment; and

(iv) the superintendent's apartment;

(v) all other parts of the Property, and all apparatus and installations now existing or hereafter constructed in the Building or on the Property, either existing for the common use of the Residential Units only or the Residential Unit Owners only.

(f) The Garage/Parking Limited Common Elements consist of all portions of the Land and the Building (other than the Unit) that are for the use of the Garage/Parking Unit to the exclusion of all other Units. The Garage/Parking Limited Common Elements include:

(i) the garage egress stairs of the northerly corner of the Property;

(ii) at the sub-sub cellar level (called Cellar), all central and appurtenant installations and Facilities within the Unit for services such as power, light, telephone, gas, sewer, plumbing, drainage, hot and cold water distribution, heat, garbage disposal and other mechanical and electrical systems and to the extent the same were not expressly included as part of a Unit pursuant to the terms of Article 6 hereof;

(iii) all other parts of the Property, and all apparatus and installations now existing or hereafter constructed in the Building or on the Property, either existing for the common use of the Garage/Parking Unit only or the Garage/Parking Unit Owner only.

(i) The Common Elements shall remain undivided, and no Unit Owner or any other Person shall bring, or shall have the right to bring, any action for partition or division thereof, except as is expressly permitted pursuant to the terms of Article 15 hereof and Section 5.5 of the By-Laws.

ARTICLE 8

Determination of Common Interests

The Common Interest of each Unit has been determined based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit.

ARTICLE 9

Use of Units

(a) As more particularly set forth in the By-Laws, each Residential Unit may be used only as a residence, and not more than one natural person and his Family Members plus one additional occupant and his dependent children may occupy a Residential Unit at one time. Upon the prior written consent of Declarant or its designee (or, when there are no longer any Unsold Units, the Condomimium Board), any Residential Unit may be used as a professional or business office, provided, however, that such use is permitted by Law.

(b) A Professional Unit may be used only as a professional office or, provided that the existing Certificate of Occupancy covering a Professional Unit is appropriately amended, as a residence for occupancy by not more than one family at any one time. Upon the written request of a Professional Unit Owner, the Condominium Board shall execute any and all documents necessary to apply for such an amendment and shall otherwise cooperate with a Professional Unit Owner in connection with such application. However, the Condominium Board shall be entitled to demand, as a condition to so doing, that a Professional Unit Owner agree to indemnify and hold the Condominium Board and the Unit Owners harmless from any expense or liability by virtue thereof.

(c) A Residential or Professional 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 a director, officer, stockholder, or employee of a corporate fiduciary and a partner or employee of a partnership fiduciary), or by the beneficiary of said fiduciary, or by a principal or employee of such other entity, or by Family Members or guests of any of the foregoing. Residential and Professional Units may be leased only in accordance with the By-Laws and the Rules and Regulations.

(d) Notwithstanding the foregoing or anything contained in the By-Laws or the Rules and Regulations to the contrary, Declarant or its designee may, without the consent of the Condominium Board or other Unit Owners: (i) grant permission for the use of any Unsold Residential Unit as a professional office or for any other purpose, provided, however, that such use is permitted by Law; (ii) use any Unsold Units as model units and offices for the selling, renting, management, operation and promotion of the Unsold Residential Units or for any other purpose, subject only to compliance with Law and (iii) lease any Unsold Units to third parties for their occupancy.

(e) The Commercial Units and the Garage/Parking Unit may be used for any lawful purpose. The provision of this paragraph may not be amended without the consent of such Unit Owner.

ARTICLE 10

Easements for the Enjoyment of Common Elements

(a) Subject to the terms of the By-Laws and the Rules and Regulations, Declarant, the Unit Owners, all other permitted tenants and occupants of the Building, the Selling Agent, the Managing Agent, the Condominium Board and all officers, partners, employees, agents, guests, invitees and

licensees of the foregoing shall have, in common with all of the others, an easement for ingress and egress through, as well as for the use and enjoyment of, all of the General Common Elements, and the General Common Elements shall be subject to such easement. Notwithstanding the foregoing, however, no Person shall use or enjoy the General Common Elements except in accordance with the reasonable purposes for which they are intended and without encroaching upon the rights of other Persons to do so.

(b) Each Unit Owner whose Unit has one or more appurtenant Limited Common Elements shall have an exclusive easement for the use thereof. The Units having Limited Common Elements are indicated on Exhibit B. In addition, the Commercial Unit Owners Professional Unit Owners, and Garage/Parking Unit Owner shall have an easement, to the extent permitted by Law, to erect, maintain, repair and replace, from time to time, one or more signs, of such size and content as such Unit Owner shall determine, on, about, or adjacent to the Property (including on the exterior walls of the Building) for the purpose of advertising the business(es) conducted in such Unit and/or any portion thereof. The provision of this paragraph may not be amended without the consent of such Unit Owner.

(c) Notwithstanding anything to the contrary contained in paragraph (a) hereof, Declarant and its designees, successors, assignees, invitees, licensees, contractors, employees, agents and tenants shall have an easement in, over, under, through and upon the General Common Elements to use the same, without being subject to any fee or charge, for all purposes and activities in connection with the sale or renting of Unsold Units and shall have the right to use any one or more Unsold Units as sales, rental and/or management offices and/or as model units. Such Unsold Units shall remain Units within the meaning of this Declaration, the By-Laws and the Condominium Act, and shall not comprise a part of the General Common Elements. In addition, Declarant or its designee reserves the right, to the extent permitted by Law, without charge or limitation to use one or more portions of the Common Elements, as designated by Declarant in its sole discretion, for sales, rental, or display purposes, which right shall include, without limitation, the right to place "for sale", "for rent" and other signs and promotional materials, of such size and content as Declarant or its designee shall determine, in, on, about and adjacent to the Building (including on the exterior walls thereof) and the Property. The foregoing right shall be exercised by Declarant or its designee without unreasonbly interfering with the rights of Unit Owners. The provisions of this paragraph (c) may not be amended without the consent of Declarant or its designee.

(d) The Commercial Unit Owner(s), Professional Unit Owner(s) and Garage/Parking Unit Owner shall have an easement, to the extent permitted by law, to use portions of the Common Elements for the installation and maintenance of such items, including but not limited to exhaust stacks, chimneys, air conditioning units, pipes relating thereto or other facilities deemed by such Unit Owner to be necessary or convenient to a permitted use of such Unit ("Commercial Structure") provided, however, that (i) the Commercial Structure shall be installed and maintained in good repair at the sole expense of the Unit Owner installing or maintaining such Commercial Structures and (ii) the Commercial Structure(s) shall be installed and maintained in a way which shall not unreasonable interfere with the use of the Common Elements or the Units for their permitted purposes.

ARTICLE 11

OTHER EASEMENTS

(a) Subject to the terms of the By-Laws and to the 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 Elements and utility distribution system serve, or are necessary to the service of, his Unit, and each Unit and all of the Common Elements shall be

subject to such easement. In addition, the Condominium Board shall have an easement and a right of access to each Unit and to the Common Elements to inspect them, 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 manner as will not unreasonably interfere with the normal conduct of business in any portion of the Professional Units, Garage/Parking Units or Commercial Units or with the use of the Residential Units for their permitted purposes. Such entry shall be permitted on not less than one (1) day's 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.

(b) Each Unit and the Common Elements shall have easements of subjacent support and necessity, and such easements shall be subject to the same easements in favor of all of the other Units and the Common Elements.

(c) 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 Condominium Board, by Declarant, its designee or the Commercial Unit Owner 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.

(d) In addition to the specific easements set forth in this Article 11 and in Article 10 hereof, the Property and every portion thereof shall be subject to all easements and rights of access prescribed in the Condominium Act.

ARTICLE 12

ALTERATIONS, ADDITIONS, IMPROVEMENTS AND CHANGES TO UNSOLD RESIDENTIAL UNITS AND THE COMMERCIAL UNITS, PROFESSIONAL UNITS AND GARAGE/PARKING UNIT

Except to the extent prohibited by Law, Declarant or its designee with respect to Unsold Residential Units, the Commercial Unit Owners with respect to the Commercial Units, the Professional Unit Owners with respect to the Professional Units, and the Garage/Parking Unit Owner with respect to the Garage/Parking Unit shall have the right, without the consent or approval of the Condominium Board, any Unit Owner, the Selling Agent, the Managing Agent, or the Mortgage Representatives, if any, to:

(i) make alterations, additions, or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon such Units;

(ii) change the layout, or number of rooms in, any of such Units;

(iii) change the size and/or number of Unsold Units by (w) subdividing one or more such Units into two or more separate Units, (x) combining two or more separate Units (including, without limitation, those resulting from such subdivision or otherwise) into one or more Units, (y) altering the boundary walls of any of such Units or (z) otherwise; and

(iv) if appropriate, reapportion among such Units affected by such change in size or number pursuant to the preceding clause (iii) their respective Common Interests;

provided, however, that, with respect to any such alteration, addition, improvement, or change in, to, of, or upon such Unit:

(1) no physical modification shall be made to any Unit or its Common Interest unless the owner of such other affected Unit shall consent thereto;

(2) Declarant or its designee, or the Commercial Unit Owners with respect to the Commercial Units, the Professional Unit Owners with respect to the Professional Units, and the Garage/Parking Unit Owner with respect to the Garage/Parking Unit shall comply with Law;

(3) Declarant or its designee, or Commercial Unit Owners with respect to the Commercial Units, the Professional Unit Owners with respect to the Professional Units, and the Garage/Parking Unit Owner with respect to the Garage/Parking Unit shall agree to hold the Condominium Board and all other Unit Owners harmless from any liability arising therefrom; and

(4) 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 person at the Property.

Notwithstanding the foregoing, however, the aggregate amount of the Common Interests of all of the Units shall always remain at 100%, and no reapportionment of the Common Interest appurtenant to any Unit shall be made unless there is first delivered to the Condominium Board a written certification stating that the new Common Interest of the affected Unit has been based upon the factors set forth in Article 8 hereof. The certification referred to in the preceding sentence shall be delivered, at Declarant's or its designee's election, by Declarant, (or by the Commercial Unit Owners with respect to the Commercial Units, or by the Professional Unit Owners with respect to the Professional Units, or by the Garage/Parking Unit Owner with respect to the Garage/Parking Unit), the Selling Agent, the Managing Agent, or any other Person reasonably acceptable to the Condominium Board. The provisions of this Article 12 may not be added to, amended, modified, or deleted without the prior written consent of Declarant or its designee and the Commercial Unit Owners, Professional Unit Owners and Garage/Parking Unit Owner.

ARTICLE 13

Acquisitions of Units by the Condominium Board

If (i) any Unit Owner surrenders his Unit, together with its Appurtenant Interests, to the Condominium Board pursuant to the terms of the By-Laws or of Section 339-X of the Condominium Act or (ii) the Condominium 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, in and to such Unit and such Appurtenant Interests shall be held by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Common Interests. Any lease or sublease of any Unit leased or subleased by the Condominium Board or its designee shall be held by the Condominium Board or such designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Common Interests.

ARTICLE 14

Power of Attorney to Declarant and 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 nominated, constituted and appointed as such Unit Owner's attorney-in-fact, which power is irrevocable and coupled with an interest and with power of substitution, (i) Declarant or its

designee, to amend the Condominium Documents pursuant to the terms of Article 18 hereof and (ii) the Persons who shall from time to time constitute the Condominium Board, jointly, to:

(x) acquire or lease any Unit, together with its Appurtenant Interests, (1) whose owner desires to sell, convey, transfer, assign, lease, or surrender the same or (2) that becomes the subject of a foreclosure or other similar sale, in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners;

(y) convey, sell, lease, mortgage, or otherwise deal with (but not to vote the Common Interest appurtenant to) any Unit so acquired or to sublease any Unit so leased; and

(z) execute, acknowledge and deliver (1) any declaration or other instrument affecting the Condominium that the Condominium Board deems necessary or appropriate to comply with any Law applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Condominium or (2) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the Condominium or the Common Elements that the Condominium Board deems necessary or appropriate.

(b) In confirmation of the foregoing power of attorney, each Unit Owner, upon the request of either Declarant, its designee, or the Condominium 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 set forth as Exhibit E to this Declaration.

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 a vote of at least eighty (80%) percent of all Unit Owners, both in number and in aggregate Common Interests. No such vote under clause (ii) in the preceding sentence shall be effective without the written consent of the Mortgage Representatives, if any, which consent shall not be unreasonably withheld or delayed. Declarant or its designee will not vote the aggregate Common Interests appurtenant to the Unsold Units for such withdrawal unless at least eighty (80%) percent, both in number and in aggregate Common Interests, of all other Unit Owners so elect for such withdrawal, or Declarant or its designee is the owner of all Units, in either of which cases, Declarant may choose to vote either in favor of or against withdrawal from condominium ownership, as it sees fit. In the event that said withdrawal is authorized by a vote of Unit Owners other than Declarant or its designee as aforesaid, but only in such event, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid, out of such Unit Owner's share of such net proceeds, all liens on the Unit Owner's Unit, in the order of priority of such liens.

ARTICLE 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 Condominium 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 Condominium Board is hereby authorized as attorney-in-fact for such Unit Owner or other Person, which power is irrevocable and deemed to be coupled with an interest and with power of substitution 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 Condominium 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 Condominium Board, Unit Owner, or other Person is required to take pursuant to this Declaration at the request of Declarant, then Declarant is hereby authorized as attorney-in-fact for the Condominium Board, such Unit Owner or other Person, which power is irrevocable and deemed to be coupled with an interest and with power of substitution to execute, acknowledge and deliver such instrument, or to take such action, in the name of the Condominium Board, such Unit Owner or other Person, and such document or action shall be binding on the Condominium Board, such Unit Owner or other Person, 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 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 they 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.

(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 a 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) Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions, or deletions affecting Declarant or its designee, the Commercial Unit Owners, Professional Unit Owners, Garage/Parking Unit Owner or any Unsold Residential Units, and except as hereinafter otherwise provided, any provision of this Declaration may be amended, modified, added to, or deleted by the vote of at least 66⅔% of all Unit Owners, both in number and in aggregate Common Interests, taken in accordance with the provisions of the By-Laws. Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions, or deletions affecting Declarant or its designee, the Commercial Unit Owners, Professional Unit Owners, Garage/Parking Unit Owner or any Unsold Residential Units, no amendment, modification, addition, or deletion pursuant to the preceding sentence shall be effective without the written consent of the Mortgage Representatives, if any, which consent shall not be unreasonably withheld or delayed. No such amendment, modification, addition, or deletion shall be effective until recorded in the Register's Office. Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions, or deletions affecting Declarant or its designee, the Commercial Unit Owners, Professional Unit Owners, Garage/Parking Unit Owner or any Unsold Residential Units, any such amendment, modification, addition, or deletion shall be executed by the Condominium Board as attorney-in-fact for the Unit Owners, which power is irrevocable and deemed to be coupled with an interest and power of substitution, and the Condominium Board is hereby authorized by the Unit Owners so to act as their attorney-in-fact. Subject to the rights of Declarant or its designee and the Commercial Unit Owners, Professional Unit Owners, Garage/Parking Unit Owner under Articles 9, 10, 11, 12, 14 and 15 of this Declaration, Articles 9, 10, 11, 12, 14 and 15 of this Declaration may be amended, modified, added to, or deleted only if (in addition to the consent, if required, of the Mortgage Representatives, if any, as set forth above) eighty (80%) percent, both in number and in aggregate Common Interests, of all Unit Owners affected thereby approve such amendment, modification, addition, or deletion in the manner set forth above.

(b) Declarant or its designee (or the Commercial Unit Owners with respect to the Commercial Units, the Professional Unit Owners with respect to the Professional Units, and the Garage/Parking Unit Owner with respect to such Unit), shall have the right, at its sole cost and expense and without the vote or consent of any other Unit Owners, the Condominium Board, or the Mortgage Representatives, if any, to execute, acknowledge and record (or, at Declarant's or such designees' sole option, to require the Condominium Board or any other Unit Owners to execute, acknowledge and record) in the Register's Office and elsewhere, if required by Law, one or more amendments to this Declaration (including, without limitation, to Exhibit B hereto), together with such documents, plans and maps as Declarant or such designee deems appropriate to effectuate the same:

(i) to reflect any changes in Unsold Units and/or the reapportionment of the Common Interest of the affected Unsold Units resulting therefrom made by Declarant or such designee (or a Commercial, Professional, or Garage/Parking Unit Owner with respect to such Unit) in accordance with the terms of Article 12 hereof; or

(ii) required by (x) an Institutional Lender designated by Declarant (or a Commercial, Professional, or Garage/Parking Unit Owner with respect to such Unit) to make a loan secured by a mortgage on any Unit, (y) any governmental agency having regulatory jurisdiction over the or selected by a Commercial, Professional or Garage/Parking Unit Owner to insure title to the Commercial Unit Condominium or (z) any title insurance company selected by Declarant to insure title to any Residential Unit, or selected by the Commercial Unit Owner to insure title to the Commercial Unit.

provided, however, that any amendment made pursuant to the terms of subparagraph (i) or (ii) of this paragraph shall not (1) change the Common Interest of any Unit other than a Unit owned by Declarant, (2) require a material, physical modification of any Unit other than a Unit owned by Declarant or (3) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an Institutional Lender unless the owner of such affected Unit (in the event described in subparagraph (1) or (2) of this paragraph) or the holder of such mortgage (in the event described in subparagraph (3) of this paragraph) shall consent thereto by joining in the execution of such amendment.

(c) Any amendment to this Declaration may be executed: (i) if on behalf of Declarant or its designee pursuant to the terms of paragraph (b) hereof, by Four Suns Flushing Joint Venture acting through any authorized officer, or through an officer of a co-venturer of such Joint Venture or if on behalf of a Professional Unit Owner, Garage/Parking Unit Owner, or Commercial Unit Owner, by such Owner if such Owner is an individual, or if such Unit Owner is a partnership, by any authorized partner(s), or if such Unit Owner is a corporation, by any authorized officer of such corporation (ii) if on behalf of the Unit Owners or by the Condominium Board, by the President or Vice President and the Secretary or an Assistant Secretary of the Condominium. 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.

(d) Notwithstanding anything contained in the Condominium Documents to the contrary, but subject to any limitation imposed by the Condominium Act, no amendment to the Condominium Documents shall be adopted for so long as Declarant or its designee owns any Unit and at all times with respect to the Commercial Unit Owners, Professional Unit Owners and Garage/Parking Unit Owner if the same would (i) unreasonably interfere with the sale, lease, or other disposition of a Unit owned by Declarant or such designee or such other enumerated Unit Owner; (ii) abridge, modify, suspend, eliminate, or otherwise affect any right, power, easement, privilege, or benefit reserved to Declarant or such designee or such other enumerated Unit Owner; or (iii) impose any discriminatory charge or fee against Declarant or such designee or such other enumerated Unit Owner; without the consent of Declarant or its designee or such other enumerated Unit Owner whichever may be affected.

(e) The provisions of this Article 18 may not be modified, amended, added to, or deleted, in whole or in part, without the consent of Declarant or its designee.

ARTICLE 19

Consents of Declarant and the Condominium Board

Wherever the consent, approval, satisfaction, or permission of Declarant or its designee is required under this Declaration or the By-Laws, such consent, approval, satisfaction, or permission shall not be required when Declarant or such designee no longer owns any Units. All consents required to be given by Declarant or the Condominium Board shall be given in writing. Wherever the consent, approval, satisfaction or permission of Declarant or its designee is required, the granting of such consent, approval, permission or acknowledgment of satisfaction shall be solely in the discretion of the party whose consent, approval, satisfaction or permission is required and no standard of reasonableness shall be imposed on such party.

ARTICLE 20

Person to Receive Service

Mark Greenberg Real Estate Co., Inc., 8 Haven Avenue, Port Washington, New York 11050, or any successor Managing Agent, is hereby designated to receive service of process in any action that may be brought against the Condominium.

ARTICLE 21

Incorporation by Reference

The terms, covenants, conditions, descriptions and other information contained in (i) the property description annexed hereto as Exhibit A; (ii) 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.

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

SUCCESSORS AND ASSIGNS

The rights and/or obligations of Declarant as set forth herein shall inure to the benefit of, and shall be binding upon, the Sponsor, any of the co-venturers of Sponsor, any successor or assignee of Sponsor or Declarant or, with consent of Declarant or Sponsor, any transferee of all of the then Unsold Units. Subject to the foregoing, Declarant shall have the right, at any time, in its sole discretion, to assign or otherwise transfer its interest herein, whether by merger, consolidation, lease, assignment, or otherwise.

ARTICLE 25

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 26

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.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the _____ day of _____, 19___.

By: .....

By: .....

By: .....

STATE OF NEW YORK }
COUNTY OF _____ } ss.:

On the _____ day of _____, 19____, before me came _____ _____, who being by me duly sworn, did depose and say that he resides at _____ _____, that he is the _____ of _____, the corporation described in and which executed the foregoing instrument as a general partner of _____ _____; that he knows the seal of said corporation; that the seal affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

.....
Notary Public

STATE OF NEW YORK }
COUNTY OF _____ } ss.:

On the _____ day of _____, 19____, before me came _____ _____, who being by me duly sworn, did depose and say that he resides at _____ _____, that he is the _____ of _____, the corporation described in and which executed the foregoing instrument as a general partner of _____ _____; that he knows the seal of said corporation; that the seal affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

.....
Notary Public

EXHIBIT A TO THE DECLARATION
OF THE PARK REGENT CONDOMINIUM

DESCRIPTION OF THE LAND

PARCEL "A"

ALL that certain plot, piece or parcel of land, with the Buildings and improvements thereon erected, situate, lying and being in the Borough and County of Queens, City and State of New York bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of 41st Avenue with the northeasterly side of Kissena Boulevard, running thence SOUTHEASTERLY along the northeasterly side of Kissena Boulevard, 463.84 feet to the corner formed by the intersection of the northerly side of Kissena Boulevard with the northwesterly side of Barclay Avenue 200 feet; thence NORTHEASTERLY along the northwesterly side of Barclay Avenue 200 feet; thence NORTHWESTERLY at right angles to the last described course, 80.55 feet; thence NORTHEASTERLY at right angles to the last described course, 20 feet; thence NORTHEASTERLY along a line forming an interior angle of 128 degrees, 46 minutes, 51.5 seconds with the last described course, 51 feet; thence WESTERLY at right angles to the last described course, 0.65 feet; thence NORTHERLY at right angles to the last described course, 10 feet; thence EASTERLY at right angles to the last described course, 1.03 feet; thence NORTHERLY at right angles to the last described course, 100 feet to the southerly side of 41st Avenue; thence WESTERLY along the southerly side of 41st Avenue, 411.95 feet to the point or place of beginning.

PARCEL "B"

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough and County of Queens, City and State of New York, known and designated on the Tax Assessment Map of the City of New York, for the Borough of Queens, as the same was on December 12, 1955, as and by the following lot and block numbers: Section 25; Block 5044; Lot 176.

41-25 KISSENA BOULEVARD

Unit Number	Tax Lot No.	Location (in portion of Building Facing in the direction Set Forth Below)	Approx. Area in Sq. Ft.	Number of Rooms	Common elements to which unit has immed. Access	Percentage of Common Interest
Commercial Unit #1		South Facing Kissena Boulevard	1st. 1,750 C 1,156 2,906	-	Basement Corridor	1.0909
Commercial Unit #2		South Facing Kissena Boulevard	1st. 1,339 C 1,977 3,316	-	Basement Corridor	1.2449
Commercial Unit #3		South Facing Kissena Boulevard	1st. 1,487 C 1,029 2,516	-	Basement Corridor	.9445
Commercial Unit #4		South Facing Kissena Boulevard	1st. 1,918 C 1,146 3,064	-	Basement Corridor	1.1503
Commercial Unit #5		South Facing Kissena Boulevard	1st. 1,859 C 1,186 3,045	-	Basement Corridor	1.1431
Commercial Unit #6		South Facing Kissena Boulevard	1st. 1,600 C 1,985 3,585	-	Basement Corridor	1.3458
Commercial Unit #7		South Facing Kissena Boulevard	1st. 2,151 C 1,392 3,543	-	Basement Corridor	1.3301
Commercial Unit #8		South Facing Kissena Boulevard	1st. 2,781 C 2,227 5,008	-	Basement Corridor	1.8801
Commercial Unit #9		South Facing Kissena Boulevard	1st. 1,648 C 799 2,447	-	Basement Corridor	.9186

41-25 KISSENA BOULEVARD

Unit Number	Tax Lot No.	Location (in portion of Building Facing in the direction set forth below	Approx. Area in Sq. Ft.	Number of Rooms	Common Elements to which unit has Immed. Access	Percer of Comm Irter
Commercial Unit #10		South Facing Kissena Blvd.	1st. 1,427 C 831 2,258	-	Basement Corridor	.8477
Commercial Unit #11		South Facing Kissena Blvd.	1st. 1,141 C 654 1,795	-	Basement Corridor	.6739
Commercial Unit #12		South Facing Kissena Blvd.	1st. 2,421 C 1,107 3,528	-	Basement Corridor	1.324
Commercial Unit #13		South Facing Kissena Blvd.	1st. 16,436 C 8,458 24,894	-	Basement Corridor	9.345
Commercial Unit #14		South Facing Kissena Blvd.	1st. 4,109 C 3,608 7,717	-	Basement Corridor	2.897
Garage & Parking Unit #1		North Adjoining Park Area	1st. 41,973 C 40,128 82,101	-	Basement Corridor	5.000
Professional Unit #101		South Facing Kissena Blvd.	3,531		Corridor, Stairway Elevator, office Lobby	1
Professional Unit #102		South Facing Kissena Blvd.	591	-	Corridor, Stairway Elevator, Office lobby	.3
Professional Unit #103		South Facing Kissena Blvd.	572	-	Corridor, Stairway Elevator, Office Lobby	.4

41-15 KISSENA BOULEVARD

nit umber	Tax Lot No.	Location (in portion of Building Facing in the Direction Set Forth Below)	Approx. Area in Sq. Ft.	Number of Rooms	Common Elements to which Unit has Immed. Access	Percentage of Common Interest
rofessional nit #104		South Facing Kissena Blvd.	664	-	Corridor, Stairway Elevator, Office Lobby	.2718
rofessional nit #105		South Facing Kissena Blvd.	864	-	Corridor, Stairway Elevator, Office Lobby	.3537
rofessional nit #106		North Facing Parking Area	864	-	Corridor, Stairway Elevator, Office Lobby	.3537
Professional Unit #107		North Facing Parking Area	760	-	Corridor, Stairway Elevator, Office Lobby	.3112
Professional Unit #108		North Facing Parking Area	637	-	Corridor, Stairway Elevator, Office Lobby	.2608
Professional Unit #109		North Facing Parking Area	1,387	-	Corridor, Stairway Elevator, Office Lobby	.5673
Professional Unit #110		North Facing Parking Area	437		Corridor, Stairway Elevator, Office Lobby	.1789
Professional Unit #111		North Facing Parking Area	698	-	Corridor, Stairway Elevator, Office Lobby	.2858

41-25 KISSENA BOULEVARD

t ıber	Tax Lot No.	Location (in portion of Building Facing in the Direction Set Forth Below)	Approx. Area in Sq. Ft.	Number of Rooms	Common Elements to which Unit has Immed. Access	Percentage of Common Interest
ofessional it #112		West Facing 41st Avenue	465	-	Corridor, Stairway Elevator, Office Lobby	.1904
ofessional it #113		West Facing 41st Avenue	884	-	Corridor, Stairway Elevator, Office Lobby	.3619
ofessional it #114		West Facing 41st Avenue	843	-	Corridor, Stairway Elevator, Office Lobby	.3451
ofessional it #115		East Facing Barclay Ave.	843	-	Corridor, Stairway Elevator, Office Lobby	.3451
ofessional it #116		East Facing Barclay Ave.	884	-	Corridor, Stairway Elevator, Office Lobby	.3619
rofessional nit #117		East Facing Barclay Ave.	465	-	Corridor, Stairway Elevator, Office Lobby	.1904
rofessional Unit #118		North Facing Parking Area	656	-	Corridor, Stairway Elevator, Office Lobby	.2688
Professional Unit #119		North Facing Parking Area	433	-	Corridor, Stairway Elevator, Office Lobby	.1773

41-15 KISSENA BOULEVARD

Unit Number	Tax Lot No.	Location (in Portion of Building Facing in the Direction Set Forth Below)	Approx. Area in Sq. Ft.	Number of Rooms	Common Elements to which Unit has Immed. Access	Perc... c Com Inte
Professional Unit #120		North Facing Parking Area	417	-	Corridor, Stairway Elevator, Office Lobby	
Professional Unit #121		South Facing Kissena Blvd.	738	-	Corridor, Stairway Elevator, Office Lobby	
Professional Unit #122		South Facing Kissena Blvd.	1,251	-	Corridor, Stairway Elevator, Office Lobby	
IA		North and West Facing Parking Area	884	4 1/2	Public Lobby, Corridors, Elevators & Stairs	
IB		West Facing 41st Avenue	637	3	Public Lobby, Corridors, Elevators & Stairs	
IC		West Facing 41st Avenue	612	3	Public Lobby, Corridors, Elevators & Stairs	
ID		West Facing 41st Avenue	557	2 1/2	Public Lobby, Corridors, Elevators & Stairs	
IE		North Facing Parking Area	484	2 1/2	Public Lobby, Corridors, Elevators & Stairs	
IF		North Facing Parking Area	552	3	Public Lobby, Corridors, Elevators & Stairs	

41-25 KISSENA BOULEVARD

Unit Number	Tax Lot No.	Location (in Portion of Building Facing in the Direction Set Forth Below	Approx. Area in Sq. Ft.	Number of Rooms	Common Elements to which Unit has Immed. Access	Perce c Com Inte
1G		North Facing Parking Area	616	3 1/2	Public Lobby, Corridors, Elevators & Stairs	.2
1H		North Facing Parking Area	819	4	Public Lobby, Corridors, Elevators & Stairs	.31
1J		North Facing Parking Area	477	2 1/2	Public Lobby, Corridors, Elevators & Stairs	.18
1K		North Facing Parking Area	834	4	Public Lobby, Corridors, Elevators & Stairs	.32
1L		North Facing Parking Area	821	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.31
1M		South Facing Kissena Blvd.	1191 T:137	5 1/2	Public Lobby, Corridors, Elevators & Stairs	.48
1N		South Facing Kissena Blvd.	667 T:78	3 1/2	Public Lobby, Corridors, Elevators & Stairs	.27
1R		South Facing Kissena Blvd.	1024 T:78	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.40
1S		South Facing Kissena Blvd.	1019 T:78	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.40

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Unit Number	Tax Lot No.	Location (in Portion of Building Facing in the Direction Set Forth Below)	Approx. Area in Sq. Ft.	Number of Rooms	Common Elements to which Unit has Immediate Access	Per Co Int
1T		South Facing Kissena Blvd.	1004 T:78	4 1/2	Public Lobby, Corridors, Elevators & Stairs	
1U		South Facing Kissena Blvd.	878	3 1/2	Public Lobby, Corridors, Elevators & Stairs	.3
2A		North and West Facing Parking Area	.884	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.3
2B		West Facing 41st Avenue	637	3	Public Lobby, Corridors, Elevators & Stairs	.2
2C		West Facing 41st Avenue	612	3	Public Lobby, Corridors, Elevators & Stairs	
2D		West Facing 41st Avenue	557	2 1/2	Public Lobby, Corridors, Elevators & Stairs	.2
2E		North Facing Parking Area	484	2 1/2	Public Lobby, Corridors, Elevators & Stairs	.1
2F		North Facing Parking Area	552	3	Public Lobby, Corridors, Elevators & Stairs	
2G		North Facing Parking Area	616	3 1/2	Public Lobby, Corridors, Elevators & Stairs	.2

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Tax Lot No.	Location (in Portion of Building Facing in the Direction Set Forth Below)	Approx. Area in Sq. Ft.	Number of Rooms	Common Elements to which Unit has Immediate Access	Percentage of Common Interest
	North Facing Parking Area	819	4	Public Lobby, Corridors, Elevators & Stairs	.3158
	North Facing Parking Area	477	2 1/2	Public Lobby, Corridors, Elevators & Stairs	.1839
	North Facing Parking Area	834	4	Public Lobby, Corridors, Elevators & Stairs	.3216
	North Facing Parking Area	821	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.3165
	South Facing Kissena Blvd.	1191 T:137	5 1/2	Public Lobby, Corridors, Elevators & Stairs	.4856
	South Facing Kissena Blvd.	667 T:78	3 1/2	Public Lobby, Corridors, Elevators & Stairs	.2722
	South Facing Kissena Blvd.	1024 T:78	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.4098
	South Facing Kissena Blvd.	1019 T:78	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.4079
	South Facing Kissena Blvd.	1004 T:78	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.4021

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Unit Number	Tax Lot No.	Location (in Portion of Building Facing in the Direction Set Forth Below)	Approx. Area in Sq. Ft.	Number of Rooms	Common Elements to which Unit has Immediate Access
2U		South Facing Kissena Blvd.	878	3 1/2	Public Lobby, Corridors, Elevators & Stairs
3A		North and West Facing Parking Area	884	4 1/2	Public Lobby, Corridors, Elevators & Stairs
3B		West Facing 41st Avenue	637	3	Public Lobby, Corridors, Elevators & Stairs
3C		West Facing 41st Avenue	612	3	Public Lobby, Corridors, Elevators & Stairs
3D		West Facing 41st Avenue	557	2 1/2	Public Lobby, Corridors, Elevators & Stairs
3E		North Facing Parking Area	484	2 1/2	Public Lobby, Corridors, Elevators & Stairs
3F		North Facing Parking Area	552	3	Public Lobby, Corridors, Elevators & Stairs
3G		North Facing Parking Area	616	3 1/2	Public Lobby, Corridors, Elevators & Stairs
3H		North Facing Parking Area	819	4	Public Lobby, Corridors, Elevators & Stairs

41-25 KISSENA BOULEVARD

Tax Lot No.	Location (in Portion of Building Facing in the Direction Set Forth Below)	Approx. Area in Sq. Ft.	Number of Rooms	Common Elements to which Unit has Immediate Access	Percentage of Common Interest
	North Facing Parking Area	477	2 1/2	Public Lobby, Corridors, Elevators & Stairs	.1839
	North Facing Parking Area	834	4	Public Lobby, Corridors, Elevators & Stairs	.3216
	North Facing Parking Area	821	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.3165
	South Facing Kissena Blvd.	1191 T:137	5 1/2	Public Lobby, Corridors, Elevators & Stairs	.4856
	South Facing Kissena Blvd.	667 T:78	3 1/2	Public Lobby, Corridors, Elevators & Stairs	.2722
	South Facing Kissena Blvd.	1024 T:78	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.4098
	South Facing Kissena Blvd.	1019 T:78	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.4079
	South Facing Kissena Blvd.	1004 T:78	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.4021
	South Facing Kissena Blvd.	878	3 1/2	Public Lobby, Corridors, Elevators & Stairs	.3385

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Unit Number	Tax Lot No.	Location (in Portion of Building Facing in the Direction Set Forth Below)	Approx Area in Sq.Ft.	Number of Rooms	Common Elements to which Unit has Immediate Access	Percent of Comm Intere
4A		North and West Facing Parking Area	884	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.340
4B		West Facing 41st Avenue	637	3	Public Lobby, Corridors, Elevators & Stairs	.245
4C		West Facing 41st Avenue	612	3	Public Lobby, Corridors, Elevators & Stairs	.236
4D		West Facing 41st Avenue	557	2 1/2	Public Lobby, Corridors, Elevators & Stairs	.21
4E		North Facing Parking Area	484	2 1/2	Public Lobby, Corridors, Elevators & Stairs	.186
4F		North Facing Parking Area	552	3	Public Lobby, Corridors, Elevators & Stairs	.212
4G		North Facing Parking Area	616	3 1/2	Public Lobby, Corridors, Elevators & Stairs	.237
4H		North Facing Parking Area	819	4	Public Lobby, Corridors, Elevators & Stairs	.315
4J		North Facing Parking Area	477	2 1/2	Public Lobby, Corridors, Elevators & Stairs	.18

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Tax Lot No.	Location (in Portion of the Building Facing in the Direction Set Forth Below	Approx. Area in Sq. Ft.	Number of Rooms	Common Elements to which Unit has Immediate Access	Percentage of Common Interest
	North Facing Parking Area	834	4	Public Lobby, Corridors, Elevators & Stairs	.3216
	North Facing Parking Area	821	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.3165
	South Facing Kissena Blvd.	1191 T:137	5 1/2	Public Lobby, Corridors, Elevators & Stairs	.4856
	South Facing Kissena Blvd.	667 T:78	3 1/2	Public Lobby, Corridors, Elevators & Stairs	.2722
	South Facing Kissena Blvd.	1024 T:78	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.4098
	South Facing Kissena Blvd.	1019 T:78	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.4079
	South Facing Kissena Blvd.	1004 T:78	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.4021
	South Facing Kissena Blvd.	878	3 1/2	Public Lobby, Corridors, Elevators & Stairs	.3385
	North and West Facing Parking Area	884	4 1/2	Public Lobby, Corridors, Elevators & STairs	.3408

Unit Number	Tax Lot No.	Location (in Portion of the Building Facing in the Direction Set Forth Below)	Approx. Area in Sq. Ft.	Number of Rooms	Common Elements to which Unit has Immediate Access
5B		West Facing 41st Avenue	637	3	Public Lobby, Corridors, Elevators & Stairs
5C		West Facing 41st Avenue	612	3	Public Lobby, Corridors, Elevators & Stairs
5D		West Facing 41st Avenue	557	2 1/2	Public Lobby, Corridors, Elevators & Stairs
5E		North Facing Parking Area	484	2 1/2	Public Lobby, Corridors, Elevators & Stairs
5F		North Facing Parking Area	552	3	Public Lobby, Corridors, Elevators & STairs
5G		North Facing Parking Area	616	3 1/2	Public Lobby, Corridors, Elevators & Stairs
5H		North Facing Parking Area	819	4	Public Lobby, Corridors, Elevators & Stairs
5J		North Facing Parking Area	477	2 1/2	Public Lobby, Corridors, Elevators & Stairs
5K		North Facing Parking Area	934	4	Public Lobby, Corridors, Elevators & Stairs

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Tax Lot No.	Location (in Portion of the Building Facing in the Direction Set Forth Below	Approx. Area in Sq. Ft.	Number of Rooms	Common Elements to which Unit has Immediate Access	Percentag of Common Interest
	North Facing Parking Area	821	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.3165
	South Facing Kissena Blvd.	1191 T:137	5 1/2	Public Lobby, Corridors, Elevators & Stairs	.4856
	South Facing Kissena Blvd.	667 T:78	3 1/2	Public Lobby, Corridors, Elevators & Stairs	.2722
	South Facing Kissena Blvd.	1024 T:78	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.4098
	South Facing Kissena Blvd.	1019 T:78	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.4079
	South Facing Kissena Blvd.	1004 T:78	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.402[illegible]
	South Facing Kissena Blvd.	878	3 1/2	Public Lobby, Corridors, Elevators & Stairs	.3385
	North and West Facing Parking Area	884	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.3408
	West Facing 41st Avenue	637	3	Public Lobby, Corridors, Elevators & Stairs	.245[illegible]

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Unit Number	Tax Lot No.	Location (in Portion of Building Facing in the Direction Set Forth Below	Approx. Area in Sq. Ft.	Number of Rooms	Common Elements to which Unit has Immediate Access	Percentage of Common Interest
6C		West Facing 41st Avenue	612	3	Public Lobby, Corridors, Elevators & Stairs	.2360
6D		West Facing 41st Avenue	557	2 1/2	Public Lobby, Corridors, Elevators & Stairs	.2148
6E		North Facing Parking Area	484	2 1/2	Public Lobby, Corridors, Elevators & Stairs	.1866
6F		North Facing Parking Area	552	3	Public Lobby, Corridors, Elevators & Stairs	.2128
6G		North Facing Parking Area	616	3 1/2	Public Lobby, Corridors, Elevators & Stairs	.2375
6H		North Facing Parking Area	819	4	Public Lobby, Corridors, Elevators & Stairs	.3158
6J		North Facing Parking Area	477	2 1/2	Public Lobby, Corridors, Elevators & Stairs	.1839
6K		North Facing Parking Area	834	4	Public Lobby, Corridors, Elevators & Stairs	.3216
6L		North Facing Parking Area	821	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.3165

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Tax Lot No.	Location (in Portion of the Building Facing in the Direction Set Forth Below)	Approx. Area in Sq. Ft.	Number of Rooms	Common Elements to which Unit has Immediate Access	Percentage of Common Interest
	South Facing Kissena Blvd.	1191 T:137	5 1/2	Public Lobby, Corridors, Elevators & Stairs	.4856
	South Facing Kissena Blvd.	667 T:78	3 1/2	Public Lobby, Corridors, Elevators & Stairs	.2722
	South Facing Kissena Blvd.	1024 T:78	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.4098
	South Facing Kissena Blvd.	1019 T:78	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.4079
	South Facing Kissena Blvd.	1004 T:78	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.4021
	South Facing Kissena Blvd.	878	3 1/2	Public Lobby, Corridors, Elevators & Stairs	.3385
	North and East Facing Parking Area	884	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.3408
	East Facing Barclay Ave.	637	3	Public Lobby, Corridors, Elevators & Stairs	.2456
	East Facing Barclay Ave.	612	3	Public Lobby, Corridors, Elevators & Stairs	.2360

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Unit Number	Tax Lot No.	Location (in Portion of Building Facing in the Direction Set Forth Below)	Approx. Area in Sq. Ft.	Number of Rooms	Common Elements to which Unit has Immediate Access
1DD		East Facing Barclay Ave.	536	2 1/2	Public Lobby, Corridors, Elevators & Stairs
1EE		North Facing Parking Area	467	2 1/2	Public Lobby, Corridors, Elevators & Stairs
1FF		North Facing Parking Area	552	3	Public Lobby, Corridors, Elevators & Stairs
1GG		North Facing Parking Area	616	3 1/2	Public Lobby, Corridor, Elevators & Stairs
1HH		North Facing Parking Area	819	4	Public Lobby, Corridors, Elevators & Stairs
1JJ		North Facing Parking Area	477	2 1/2	Public Lobby, Corridors, Elevators & Stairs
1KK		North Facing Parking Area	834	4	Public Lobby, Corridors, Elevators & Stairs
1LL		North Facing Parking Area	821	4 1/2	Public Lobby, Corridors, Elevators & Stairs
1MM		South Facing Kissena Blvd.	1191 T:137	5 1/2	Public Lobby, Corridors, Elevators & Stairs

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Tax Lot No.	Location (in Portion of Building Facing in the Direction Set Forth Below)	Approx. Area in Sq. Ft.	Number of Rooms	Common Elements to which Unit has Immediate Access	Percentage of Common Interest
	South Facing Kissena Blvd.	667 T:78	3 1/2	Public Lobby, Corridors, Elevators & Stairs	.2722
	South Facing Kissena Blvd.	1024 T:78	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.4098
	South Facing Kissena Blvd.	1019 T:78	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.4079
	South Facing Kissena Blvd.	1004 T:78	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.4021
	South Facing Kissena Blvd.	878	3 1/2	Public Lobby, Corridors, Elevators & Stairs	.3385
	North and East Facing Parking Area	884	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.3408
	East Facing Barclay Ave.	637	3	Public Lobby, Corridors, Elevators & Stairs	.2456
	East Facing Barclay Ave.	612	3	Public Lobby, Corridors, Elevators & Stairs	.2360
	East Facing Barclay Ave.	536	2 1/2	Public Lobby, Corridors, Elevators & Stairs	.2067

Unit Number	Tax Lot No.	Location (in Portion of Building Facing in the Direction Set Forth Below	Approx. Area in Sq. Ft.	Number of Rooms	Common Elements to which Unit has Immediate Access	Percentage of Common Interest
2EE		North Facing Parking Area	467	2 1/2	Public Lobby, Corridors, Elevators & Stairs	.1801
2FF		North Facing Parking Area	552	3	Public Lobby, Corridors, Elevators & Stairs	.2178
2GG		North Facing Parking Area	616	3 1/2	Public Lobby, Corridors, Elevators & Stairs	.2375
2HH		North Facing Parking Area	819	4	Public Lobby, Corridors, Elevators & Stairs	.3158
2JJ		North Facing Parking Area	477	2 1/2	Public Lobby, Corridors, Elevators & Stairs	.1839
2KK		North Facing Parking Area	834	4	Public Lobby, Corridors, Elevators & Stairs	.3216
2LL		North Facing Parking Area	821	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.3165
2MM		South Facing Kissena Blvd.	1191 T:137	5 1/2	Public Lobby, Corridors, Elevators & Stairs	.4856
2NN		South Facing Kissena Blvd.	667 T:78	3 1/2	Public Lobby, Corridors, Elevators & Stairs	.2721

:r	Tax Lot No.	Location (in Portion of Building Facing in the Direction Set Forth Below)	Approx. Area in Sq. Ft.	Number of Rooms	Common Elements to which Unit has Immediate Access	Percentage of Common Interest
		South Facing Kissena Blvd.	1024 T:78	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.4098
		South Facing Kissena Blvd.	1019 T:78	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.4079
		South Facing Kissena Blvd.	1004 T:78	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.4021
		South Facing Kissena Blvd.	878	3 1/2	Public Lobby, Corridors, Elevators & Stairs	.3385
		North and East Facing Parking Area	884	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.3408
B		East Facing Barclay Ave.	637	3	Public Lobby, Corridors, Elevators & Stairs	.2456
C		East Facing Barclay Ave.	612	3	Public Lobby, Corridors, Elevators & Stairs	.2360
DD		East Facing Barclay Ave.	536	2 1/2	Public Lobby, Corridors, Elevators & Stairs	.2067
IEE		North Facing Parking Area	467	2 1/2	Public Lobby, Corridors, Elevators & Stairs	.1801

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Unit Number	Tax Lot No.	Location (in Portion of Building Facing in the Direction Set Forth Below)	Approx. Area in Sq. Ft.	Number of Rooms	Common Elements to which Unit has Immediate Access	Pe I
3FF		North Facing Parking Are	552	3	Public Lobby, Corridors, Elevators & Stairs	
3GG		North Facing Parking Area	616	3 1/2	Public Lobby, Corridors, Elevators & Stairs	
3HH		North Facing Parking Area	819	4	Public Lobby, Corridors, Elevators & Stairs	
3JJ		North Facing Parking Area	477	2 1/2	Public Lobby, Corridors, Elevators & Stairs	
3KK		North Facing Parking Area	834	4	Public Lobby, Corridors, Elevators & Stairs	
3LL		North Facing Parking Area	821	4 1/2	Public Lobby, Corridors, Elevators & Stairs	
3MM		South Facing Kissena Blvd.	1191 T:137	5 1/2	Public Lobby, Corridors, Elevators & Stairs	
3NN		South Facing Kissena Blvd.	667 T:78	3 1/2	Public Lobby, Corridors, Elevators & Stairs	
3RR		South Facing Kissena Blvd.	1024 T:78	4 1/2	Public Lobby, Corridors, Elevators & Stairs	

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Unit Number	Tax Lot No.	Location (in Portion of Building Facing in the Direction Set Forth Below)	Approx. Area in Sq. Ft.	Number of Rooms	Common Elements to which Unit has Immediate Access	Percentage of Common Interest
3SS		South Facing Kissena Blvd.	1019 T:78	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.4079
3TT		South Facing Kissena Blvd.	1004 T:78	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.4021
3UU		South Facing Kissena Blvd.	878	3 1/2	Public Lobby, Corridors, Elevators & Stairs	.3385
4AA		North and East Facing Parking Area	884	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.3408
4BB		East Facing Barclay Ave.	637	3	Public Lobby, Corridors, Elevators & Stairs	.2456
4CC		East Facing Barclay Ave.	612	3	Public Lobby, Corridors, Elevators & Stairs	.2360
4DD		East Facing Barclay Ave.	536	2 1/2	Public Lobby, Corridors, Elevators & Stairs	.2067
4EE		North Facing Parking Area	467	2 1/2	Public Lobby, Corridors, Elevators & Stairs	.1801
4FF		North Facing Parking Area	552	3	Public Lobby, Corridors, Elevators & Stairs	.2128

Unit Number	Tax Lot No.	Location (in Portion of Building Facing in the Direction Set Forth Below)	Approx. Area in Sq. Ft.	Number of Rooms	Common Elements to which Unit has Immediate Access	Pe I
4GG		North Facing Parking Area	616	3 1/2	Public Lobby, Corridors, Elevators & Stairs	
4HH		North Facing Parking Area	819	4	Public Lobby, Corridors, Elevators & Stairs	
4JJ		North Facing Parking Area	477	2 1/2	Public Lobby, Corridors, Elevators & Stairs	
4KK		North Facing Parking Area	934	4	Public Lobby, Corridors, Elevators & Stairs	
4LL		North Facing Parking Area	821	4 1/2	Public Lobby, Corridors, Elevators & Stairs	
4MM		South Facing Kissena Blvd.	1191 T:137	5 1/2	Public Lobby, Corridors, Elevators & Stairs	
4NN		South Facing Kissena Blvd.	667 T:78	3 1/2	Public Lobby, Corridors, Elevators & Stairs	
4RR		South Facing Kissena Blvd.	1024 T:78	4 1/2	Public Lobby, Corridors, Elevators & Stairs	
4SS		South Facing Kissena Blvd.	1019 T:78	4 1/2	Public Lobby, Corridors, Elevators & Stairs	

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Unit Number	Tax Lot No.	Location (in Portion of Building Facing in the direction Set Forth Below)	Approx. Area in Sq. Ft.	Number of Rooms	Common Elements to which Unit has Immediate Access	Percenta of Common Interes
4TT		South Facing Kissena Blvd.	1004 T:78	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.4021
4UU		South Facing Kissena Blvd.	878	3 1/2	Public Lobby, Corridors, Elevators & Stairs	.3385
5AA		North and East Facing Parking Area	884	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.3406
5BB		East Facing Barclay Ave.	637	3	Public Lobby, Corridors, Elevators & Stairs	.2456
5CC		East Facing Barclay Ave.	612	3	Public Lobby, Corridors, Elevators & Stairs	.2360
5DD		East Facing Barclay Ave.	536	2 1/2	Public Lobby, Corridors, Elevators & Stairs	.2067
5EE		North Facing Parking Area	467	2 1/2	Public Lobby, Corridors, Elevators & Stairs	.1801
5FF		North Facing Parking Area	552	3	Public Lobby, Corridors, Elevators & Stairs	.2128
5GG		North Facing Parking Area	616	3 1/2	Public Lobby, Corridors, Elevators & Stairs	.2375

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Unit Number	Tax Lot No.	Location (in Portion of Building Facing in the Direction Set Forth Below)	Approx. Area in Sq. Ft.	Number of Rooms	Common Elements to which Unit Has Immediate Access	Per C In
5HH		North Facing Parking Area	819	4	Public Lobby, Corridors, Elevators & Stairs	
5JJ		North Facing Parking Area	477	2 1/2	Public Lobby, Corridors, Elevators & Stairs	
5KK		North Facing Parking Area	834	4	Public Lobby, Corridors, Elevators & Stairs	
5LL		North Facing Parking Area	821	4 1/2	Public Lobby, Corridors, Elevators & Stairs	
5MM		South Facing Kissena Blvd.	1191 T:137	5 1/2	Public Lobby, Corridors, Elevators & Stairs	
5NN		South Facing Kissena Blvd.	667 T:78	3 1/2	Public Lobby, Corridors, Elevators & Stairs	
5RR		South Facing Kissena Blvd.	1024 T:78	4 1/2	Public Lobby, Corridors, Elevators & Stairs	
5SS		South Facing Kissena Blvd.	1019 T:78	4 1/2	Public Lobby, Corridors, Elevators & Stairs	
5TT		South Facing Kissena Blvd.	1004 T:78	4 1/2	Public Lobby, Corridors, Elevators & Stairs	

41-25 KISSENA BOULEVARD

Unit Number	Tax Lot No.	Location (in Portion of Building Facing in the Direction Set Forth Below	Approx. Area in Sq. Ft.	Number of Rooms	Common Elements to which Unit has Immediate Access	Percent of Common Interes
5UU		South Facing Kissena Blvd.	878	3 1/2	Public Lobby, Corridors, Elevators & Stairs	.3385
6AA		North And East Facing Parking Area	884	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.3408
6BB		East Facing Barclay Ave.	637	3	Public Lobby, Corridors, Elevators & Stairs	.2456
6CC		East Facing Barclay Ave.	612	3	Public Lobby, Corridors, Elevators & Stairs	.2360
6DD		East Facing Barclay Ave.	536	2 1/2	Public Lobby, Corridors, Elevators & Stairs	.2067
6EE		North Facing Parking Area	467	2 1/2	Public Lobby, Corridors, Elevators & Stairs	.1801
6FF		North Facing Parking Area	552	3	Public Lobby, Corridors, Elevators & Stairs	.2128
6GG		North Facing Parking Area	616	3 1/2	Public Lobby, Corridors, Elevators & Stairs	.2375
6HH		North Facing Parking Area	819	4	Public Lobby, Corridors, Elevators & Stairs	.3158

41-25 KISSENA BOULEVARD

Unit Number	Tax Lot No.	Location (in Portion of Building Facing in the Direction Set Forth Below)	Approx. Area in Sq. Ft.	Number of Rooms	Common Elements to which Unit has Immediate Access	Percentage of Common Interest
6JJ		North Facing Parking Area	477	2 1/2	Public Lobby, Corridors, Elevators & Stairs	.1839
6KK		North Facing Parking Area	834	4	Public Lobby, Corridors, Elevators & Stairs	.3216
6LL		North Facing Parking Area	821	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.3165
6MM		South Facing Kissena Blvd.	1191 T:137	5 1/2	Public Lobby, Corridors, Elevators & Stairs	.4856
6NN		South Facing Kissena Blvd.	667 T:78	3 1/2	Public Lobby, Corridors, Elevators & Stairs	.2722
6RR		South Facing Kissena Blvd.	1024 T:78	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.4098
6SS		South Facing Kissena Blvd.	1019 T:78	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.4079
6TT		South Facing Kissena Blvd.	1004 T:78	4 1/2	Public Lobby, Corridors, Elevators & Stairs	.4021
6UU		South Facing Kissena Blvd.	878	3 1/2	Public Lobby, Corridors, Elevators & Stairs	.3385

EXHIBIT C TO THE DECLARATION OF THE PARK REGENT CONDOMINIUM

DEFINITIONS

"Applicable Rent Laws" shall mean the New York City Rent Stabilization Law of 1969, the Code adopted pursuant thereto and the Emergency Tenant Protection Act of 1974, as amended, and regulations promulgated thereunder, the Omnibus Housing Act of 1983 and Section 352-eeee of the General Business Law (singly or collectively the "rent laws").

"Appurtenant Interest" shall mean, with respect to any Unit, the undivided interest of the owner thereof pursuant to the terms of Section 339-x of the Condominium Act in and to: (i) the Common Elements; (ii) any other Units owned or leased at the time in question by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners; (iii) any proceeds of the sale or lease of Units of the nature described in subdivision (ii) above and (iv) any other assets of the Condominium.

"Building" shall mean the building situated on the Land and known as 41-25 Kissena Boulevard, Flushing, New York.

"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.

"Commercial Limited Common Elements" shall mean those certain portions of the Land and Building (other than the Units) that are to be used by the owners of one or more Commercial Units to the exclusion of other Unit Owners, as more particularly described in paragraph (c) of Article 7 of the Declaration.

"Commercial Unit" shall mean a "Unit", as such term is defined in the Condominium Act, constituting that portion of subcellar floor of the Building presently known as Commercial Units #1 through #14, which Units are more particularly described in Article 5 of, and Exhibit B to, the Declaration and in the Floor Plans.

"Commercial Unit Owner" shall mean the Person who holds fee title, of record, to the Commercial Unit at the time in question or such Person's designee, or, with the consent of such Person, any transferee, lessee, or sublessee of all of such Person's right, title, or interest in or to the Commercial Unit or any portion thereof at the time in question.

"Common Elements" shall mean, collectively, the Limited Common Elements and the General Common Elements, and shall consist of all parts of the Property other than the Units.

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

"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.

"Common Interest" shall mean the undivided percentage interest of each Unit in the Common Elements.

"Condominium" shall mean The Park Regent Condominium, which was established pursuant to the terms of the Declaration and is to be governed pursuant to the terms of the By-Laws.

"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.

"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.

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

"Declarant" shall mean Flushing Estates Associates, its successors and assigns.

"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 thereof.

"Facilities" shall mean all personal property and fixtures now or hereafter existing in, on, or under the Land or the Building and either existing for the common use of the Units or the Unit Owners or necessary or convenient for the existence, maintenance, or safety of the Property. For purposes of illustrating the broad scope of such term and without intention to limit the generality of the foregoing in any respect, the term "Facilities" shall include all systems, equipment, apparatus, convectors, radiators, heaters, converters, heat exchangers, mechanisms, devices, machinery, induction units, fan coil units, motors, pumps, controls, tanks, tank assemblies, installations, condensers, compressors, fans, dampers, blowers, thermostats, thermometers, coils, vents, sensors, shut off valves, other valves, gongs, panels, receptacles, outlets, relays, alarms, sprinkler heads, electric distribution facilities, wiring, wireways, switches, switchboards, circuit breakers, transformers, fittings, siamese connections, hoses, plumbing fixtures, lighting fixtures, other fixtures, bulbs, signs, antennae, telephones, meters, meter assemblies, scaffolding, piping, lines, ducts, conduits, cables, risers, mains, shafts, pits, flues, locks, hardware, racks, screens, strainers, traps, drains, catch basins, leaders, filters, incinerators, canopies, closets, cabinets, doors, railings, copings, steps, furniture, mirrors, furnishings, appurtenances, urns, baskets, mail chutes, mail boxes, carpeting, tiles, floor coverings, draperies, shades, window coverings, wallpaper, wall coverings, trees, shrubbery, flowers, plants, horticultural tubs and horticultural boxes.

"Family Members" shall mean the spouse, children (natural and adopted), stepchildren, grandchildren, siblings, parents, parents-in-law and grandparents, sons-in-law or daughters-in-law of a person.

"First Closing" shall mean the first date upon which title to a Residential Unit is conveyed to a purchaser pursuant to the terms of the Plan.

"Floor Plans" shall mean the floor plans of the Units certified by Ronald R. Erickson, of the firm of Fan, Rongved and Erickson, and filed in the Register's Office simultaneously with the recording of the Declaration, together with any supplemental floor plans thereto.

"Garage/Parking Unit" shall mean the "Unit" as such term is defined in the Condominium Act, located on the sub-sub cellar level and outdoor ground level of the Property.

"Garage/Parking Unit Owner" shall mean any person who owns fee title, of record, to the Garage/Parking Unit at the time in question.

"General 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 paragraph (b) of Article 7 of the Declaration.

"*Initial Control Period*" shall mean the period ending on the earlier of: (i) the closing of title with purchasers under the Plan to Residential Units having more than fifty percent of the aggregate Common Interests appertaining to all Residential Units or (ii) two years after the First Closing.

"*Institutional Lender*" shall mean (i) a savings bank, savings and loan association, 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.

"*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 Declarant or its designee or an Institutional Lender.

"*Insurance Trustee*" shall mean a bank or a trust company, in either event having both an office in the City of New York and a capital surplus and undivided profits of $500,000,000.00 or more, from time to time appointed to serve as such by the Condominium Board.

"*Land*" shall mean all that certain tract, plot, piece and parcel of land situate, lying and being in the County of Queens, City and State of New York, as more particularly described in Exhibit A to the Declaration.

"*Law*" shall mean the laws and ordinances of any or all of the federal, state or municipal 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.

"*Limited Common Element*" shall mean those certain portions of the Land and the Building (other than the Units) that are to be used by the owners of one or more specified Units to the exclusion of all other Unit Owners, as more particularly described in paragraph (c) of Article 7 of the Declaration.

"*Managing Agent*" shall mean a Person employed by the Condominium Board pursuant to paragraph (C) 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 shall delegate, subject to the limitations contained in paragraph (D) of Section 2.6 of the By-Laws.

"*Majority of Unit Owners*" shall mean those Unit Owners having more than fifty (50%) percent 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.

"*Mortgage Representatives*" shall mean the representatives of the holders of all mortgages encumbering Units, designated by the holders of Institutional Mortgages in accordance with the terms of paragraph (B) of Section 8.6 of the By-Laws.

"*Permitted First Mortgage*" shall mean a Permitted Mortgage that is a first morgage lien against a Unit.

"*Permitted First Mortgagee*" shall mean any holder of a Permitted First Mortgage.

"*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.

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

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

"Plan" shall mean that certain offering plan pursuant to which the Property is converted to condominium ownership and which was accepted for filing by the Department of Law of the State of New York pursuant to Section 352-e of the General Business Law of the State of New York.

"Professional Limited Common Elements" shall mean those certain portions of the Land and Building (other than the Units) that are to be used by the owners of one or more Professional Units to the exclusion of other Unit Owners, as more particularly described in paragraph (d) of Article 7 of the Declaration.

"Professional Unit" shall mean a "Unit", as such term is defined in the Condominium Act, located on the cellar floor(s) of the Building and presently known as "Units 101 through 121", as more particularly described in Article 5 of, and Exhibit B to, the Declaration and in the Floor Plans.

"Professional Unit Owner" shall mean any Person who holds fee title, of record, to the Professional Unit at the time in question.

"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.

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

"Residential Limited Common Elements" shall mean those certain portions of the Land and Building (other than the Units) that are to be used by the owners of one or more Residential Units to the exclusion of other Unit Owners, as more particularly described in paragraph (e) of Article 7 of the Declaration.

"Residential Unit" shall mean any of the 203 "Units", as such term is defined in the Condominium Act, located on the first through the sixth floors of the Building, which Units are more particularly described in Article 5 of, and Exhibit B to, the Declaration and in the Floor Plans.

"Residential Unit Owner" shall mean any Person who holds fee title, of record, to one or more Residential Units at the time in question.

"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.

"Selling Agent" shall mean any Person employed by Declarant or its designee in connection with the sale or leasing of the Unsold Units.

"Special Assessments" shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata in accordance with their respective Common Interests (except as otherwise provided in the Declaration or in the By-Laws), in accordance with paragraph (C) of Section 6.1 of the By-Laws.

"Sponsor" shall mean Four Suns Flushing Joint Venture a New York joint venture, having an office at 8 Haven Avenue, Port Washington, N.Y., and its co-venturers, Queens Stars and Satellite Co. and Flushing Estates Associates.

"Unit Owners" shall mean the Commercial Unit Owners, the Professional Unit Owners the Garage/Parking Unit Owner and the Residential Unit Owners at the time in question.

"Units" shall mean the Commercial Unit(s), the Professional Unit(s), the Garage/Parking Unit and the Residential Units.

"Unsold Unit" shall mean any Unit of any type owned by Declarant or Sponsor or its designee at the time in question When the context requires, "Unsold Unit" shall mean a Unit of the particular type discussed therein owned by Declarant or Sponsor or its designee at the time in question.

EXHIBIT D TO THE DECLARATION
OF THE PARK REGENT CONDOMINIUM
BY-LAWS

BY-LAWS

OF

THE PARK REGENT CONDOMINIUM

_____, 19____

Prepared by:

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BY-LAWS
OF
THE PARK REGENT 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 lies in Section 25, Block 5044, Lot 1 on the Tax Map of the Borough of Queens, City and State of New York; (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 or personal, 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 afore-described capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

SECTION 1.3 *Applicability of By-Laws*. These By-Laws are applicable to the Property and to the use and occupancy thereof.

SECTION 1.4 *Application of By-Laws*. All present and future Unit Owners, mortgagees, lessees, sublessees and occupants of Units, and employees and guests of Unit Owners, as well as all other Persons who may use the Property, are and shall be subject to the Declaration, these By-Laws and the Rules and Regulations, as each of the same may be amended from time to time. The acceptance of a deed or other instrument of conveyance, or the succeeding to title to, or the execution of a lease or sublease for, or the act of occupancy of, a Unit shall constitute an agreement that the provisions of the Declaration, these By-Laws and the Rules and Regulations, as each of the same may be amended from time to time, are accepted, ratified and will be complied with.

SECTION 1.5 *Principal Office of the Condominium*. The principal office of the Condominium shall be located either at the Property or at such other place in the City of New York 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 Condominium Board. In exercising its powers and performing its duties under the Declaration and these By-Laws, the Condominium Board shall act as, and shall be, the agent of the Unit Owners, subject to, and in accordance with, the terms of the Declaration and these By-Laws.

SECTION 2.2 *Status of the Condominium Board.* Unless and until the Condominium Board shall incorporate in accordance with the terms of Section 2.4 hereof, the Condominium Board shall have, to the extent permitted by Law, the status conferred upon unincorporated associations under, or pursuant to, the terms of the General Association Law of the State of New York. If the Condominium Board shall incorporate in accordance with the terms of Section 2.4 hereof, the Condominium Board shall have, to the extent permitted by Law, the status conferred upon it under, or pursuant to, the terms of the applicable statutes of the State of New York. In either event, however, the Condominium Board shall also have the status conferred upon it under, or pursuant to, the terms of the Condominium Act.

SECTION 2.3 *Principal Office of the Condominium Board.* The principal office of the Condominium Board shall be located either at the Property or at such other place in the City of New York reasonably convenient thereto as may be designated from time to time by the Condominium Board.

SECTION 2.4 *Powers and Duties of the Condominium Board.* (A) The Condominium Board shall have all of the powers and duties necessary for, or incidental to, the administration of the affairs of the Condominium, provided, however, that the Condominium Board shall not have such powers and duties that by Law, or pursuant to the terms of the Declaration and these By-Laws, may not be delegated to the Condominium Board by the Unit Owners. Without intention to limit the generality of the foregoing in any respect, the Condominium Board shall have the following specific powers and duties:

(i) to operate, maintain, repair, restore, add to, improve, alter and replace the Common Elements, including, without limitation, as the Condominium Board shall deem necessary or proper in connection therewith: (a) the purchase and leasing of supplies, equipment and material and (b) the employment, compensation and dismissal of personnel;

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

(iii) to maintain complete and accurate books and records with respect to the finances and the operation of the Condominium, including, without limitation: (a) detailed accounts, in chronological order, of receipts and expenditures affecting the property; (b) detailed books of account of the Condominium Board; (c) other financial records, as well as other books of account of the Condominium, as may be required to be kept pursuant to the terms of these By-Laws and (d) minutes and other records of all meetings held pursuant to the terms of these By-Laws;

(iv) to 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 methods of payment of, and to collect, the Common Charges and Special Assessments from the 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 at least two-thirds (⅔) of the members of the Condominium Board shall be required for the borrowing of any sum in excess of $10,000.00 in any one fiscal year (regardless of the balance of any loans outstanding from previous fiscal years); (b) the affirmative consent of at least two-thirds (⅔), both in number and in aggregate Common Interests, 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

See 3rd Amendment

executed in connection with any such borrowing shall provide that, if any sum borrowed by the Condominium Board pursuant to this subparagraph (vi) shall not be repaid by the Condominium Board, any Unit Owner who pays to the creditor thereunder such proportion of the then outstanding indebtedness represented or secured thereby as such Unit Owner's Common Interest bears to the aggregate Common Interests 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 Condominium Board or received in connection with the operation of the Property, for the administration of the Condominium, including, without limitation: (a) the payment of Common Expenses and (b) the making of restorations, additions, alterations and improvements to the Common Elements;

(ix) to obtain insurance for the Property, including the Units, pursuant to the terms of Section 5.4 hereof;

(x) to adjust and settle claims under insurance policies obtained pursuant to the terms of Section 5.4 hereof, and to execute and deliver releases upon such 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 obtain and keep in force fidelity bonds, in amounts deemed appropriate by the Condominium Board, but in no event less than $25,000.00, for: (a) all members of the Condominium Board; (b) all officers and employees of the Condominium and (c) the Managing Agent, and the premiums on all such fidelity bonds shall constitute a part of the Common Expenses.

(xiii) to accept the surrender of any Unit pursuant to the terms of paragraph (C) of Section 6.2 hereof, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of all Unit Owners;

(xiv) in accordance with the Condominium Documents to purchase, lease, or otherwise acquire Units offered for sale or lease by their owners, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of all Unit Owners;

(xv) to purchase Units at foreclosure or other judicial sales, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of all Unit Owners;

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

(xvii) in accordance with the Condominium Documents, to adopt and amend the Rules and Regulations and to levy and collect fines against Unit Owners for violations of the same;

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

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

(xx) to organize corporations to act as the designees of the Condominium Board in acquiring title to, or leasing of, Units and in acquiring rights, title and interest in real and personal property for use in connection with the ownership and operation of the Property as a residential condominium;

(xxi) to execute, acknowledge and deliver: (a) any declaration or other instrument affecting the Property that the Condominium Board deems necessary or appropriate to comply with any Law applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Building and (b) any consent, covenant, restriction, easement or declaration affecting the Property that the Condominium Board deems necessary or appropriate;

(xxii) to prepare, execute, acknowledge and record on behalf of all Unit Owners, as their attorney in fact, coupled with an interest, a restatement of the Declaration or these By-Laws, whenever, in the Condominium Board's estimation, it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the same; and

(xxiii) to carry out any other duties imposed upon the Condominium Board pursuant to the Declaration and these By-Laws.

(B) The Condominium Board shall be responsible for carrying out the duties imposed upon it under the Condominium Documents regardless of whether a Unit is vacant or occupied by the owner thereof or by a permitted lessee or other permitted occupant.

EE 1RD AMENDMENT

SECTION 2.5 *Certain Limitations on the Powers of The Condominium Board.* (A) Notwithstanding anything to the contrary contained in these By-Laws, for a period of three years from the First Closing, so long as Declarant or its designee or both shall continue to collectively own Units representing 25% or more in aggregate Common Interest, the Condominium Board may not, without Declarant's or such designee's prior written consent:

(i) make any addition, alteration, or improvement to the Common Elements or to any Unit, unless the same shall be required by Law or an insurance company insuring the Property;

(ii) assess any Common Charges or Special Assessments for the creation or replacement of, or the addition to, all or any part of a reserve, contingency, or surplus fund in excess of five percent in the aggregate of the estimated Common Expenses for any year of operation;

(iii) increase the number or change the type of employees from that described in Schedule B set forth in the Plan;

(iv) enter into any service or maintenance contracts for work not covered in the schedule referred to in subparagraph (iii) hereinabove; or

(v) borrow money on behalf of the Condominium.

(B) Notwithstanding anything to the contrary contained in these By-Laws, the Condominium Board shall not take any of the following actions unless Unit Owners representing at least 75% in aggregate Common Interest shall approve the same in writing or by vote at a duly constituted meeting called for such purpose:

(i) increase the number, or change the type, of employees from those hired at the time of recording the Declaration;

(ii) provide for new or additional services from those being provided at the time of recording the Declaration;

(iii) impose any Common Charge or Special Assessment for the purpose of making any capital or major improvement, alteration, or addition to the Common Elements or to any Unit, unless required by Law or an insurance company insuring the Property; or

(iv) establish any reserves, including, without limitation, a reserve for contingencies, repairs, improvements, or replacements, other than a twelve-month reserve for contingencies not exceeding five percent of the budgeted operating expenses for the ensuing twelve months of operation.

SECTION 2.6 *Exercise and Delegation of Powers and Duties.* (A) Any act within the power of the Condominium Board to perform, and deemed necessary or desirable to be performed by the Condominium Board, shall be performed by the Condominium Board or shall be performed on its behalf and at its direction by the agents, employees or designees of the Condominium Board.

DELETED BY 3rd AMEND

(B) The Condominium Board may appoint an Executive Committee by duly adopted resolution, which Executive Committee shall have, and may exercise, all of the powers of the Condominium Board subject to both the exceptions and limitations contained in paragraph (D) of this Section 2.6 and such additional exceptions and limitations as the Condominium Board may from time to time deem appropriate, during the intervals between the meetings of the Condominium Board. In addition, the Condominium Board may from time to time appoint, by duly adopted resolutions, such other committees as the Condominium Board may deem appropriate to perform such duties and services as the Condominium 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 2.6. The Executive Committee and each other committee shall consist of three or more members of the Condominium Board, at least one of whom shall be a member designated by Declarant or its designee for so long as Declarant or its designee shall have the right to designate or elect one or more members of the Condominium Board. In addition, Committees of Professional Unit Owners or Commercial Unit Owners appointed by the Board of Managers to determine certain matters and govern certain affairs of such Owners shall each consist of five members elected by all of the Owners of such type of Unit.

(C) The Condominium Board may employ a Managing Agent to serve at a compensation to be established by the Condominium Board and to perform such duties and services as the Condominium Board shall direct. Subject to the exceptions and limitations contained in paragraph (D) of this Section 2.6, the Condominium Board may delegate to the Managing Agent any of the powers granted to the Condominium Board in these By-Laws.

(D) Notwithstanding anything to the contrary contained in this Section 2.6, the Executive Committee and the Managing Agent shall neither have nor be entitled to exercise, and the Condominium 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), (xix), (xx), and (xxi) 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 2.6 shall have, or be entitled to exercise, any of the powers of the Condominium Board, except to the extent permitted by Law.

SECTION 2.7 *Number, Election and Qualification of Members.* Until the first annual meeting of the Unit Owners held pursuant to the terms of Section 4.1 hereof, the Condominium Board shall consist of three individuals to be designated from time to time by Declarant. From and after the first annual meeting of the Unit Owners, the Condominium Board shall consist of eleven individuals to be elected by the Unit Owners pursuant to the terms of Section 4.9 hereof. Except for members designated or elected by Declarant or its designee pursuant to the terms of this Section 2.7 or of Section 2.10 or 4.9 hereof, all members of the Condominium Board shall be either: (i) individual Unit Owners; (ii)

individual Permitted Mortgagees; (iii) officers, directors, shareholders, partners, principals, employees, or beneficiaries of corporations, partnerships, fiduciaries, or any other entities that are Unit Owners or Permitted Mortgagees; or (iv) adult Family Members of any of the foregoing. However, no Unit Owner may be elected to serve on the Condominium Board if the Condominium Board has perfected a lien against such Unit Owner's Unit and the amount necessary to release such lien has not been paid at the time of such election.

SECTION 2.8 *Term of Office of Members.* The terms of office of the three members of the Condominium Board designated by Declarant prior to the first annual meeting of the Unit Owners shall expire when the seven individuals to be elected at such meeting are so elected and qualified. The term of office of each of the eleven individuals elected and qualified at the first annual meeting of the Unit Owners shall be for one year. At each annual meeting of the Unit Owners subsequent to the first such meeting, the members of the Condominium Board shall be elected pursuant to the terms of Section 4.9 hereof to serve a term of office fixed at one year. Notwithstanding anything to the contrary contained in this Section 2.8, however, each member of the Condominium Board shall serve until his successor shall be elected and qualified. There shall be no limit on the number of terms of office, successive or otherwise, that a member of the Condominium Board may serve.

SECTION 2.9 *Removal and Resignation of Members.* (A) Any member of the Condominium Board who was elected thereto either by the Unit Owners, pursuant to the terms of Section 4.9 hereof, or by the Condominium Board, pursuant to the terms of Section 2.10 hereof, may be removed from office, with or without cause by a vote of a Majority of Unit Owners. Any member of the Condominium Board who was designated as such or elected by Declarant or its designee, pursuant to the terms of Section 2.7, 2.10, or 4.9 hereof may be removed, with or without cause, only by Declarant or the said designee. Any member of the Condominium Board whose proposed removal is to be acted upon at a meeting of the Unit Owners shall be given prior written notice thereof and an opportunity to be present and heard thereat.

(B) Any member of the Condominium Board may resign his membership at any time by giving written notice thereof to the Condominium Board and, with respect to members of the Condominium Board designated as such or elected by Declarant or its designee, to Declarant or such designee. In addition, any member of the Condominium Board who shall cease to be qualified for membership pursuant to the terms of Section 2.7 hereof shall be deemed to have resigned his membership effective as of the date upon which such qualification shall cease.

SECTION 2.10 *Vacancies.* (A) Any vacancy on the Condominium Board that is caused by the removal, resignation, or death of a member who was elected thereto by the Unit Owners shall be filled by an individual who is qualified to be a member pursuant to the terms of Section 2.7 hereof and who is elected by a vote of the majority of the members of the Condominium Board then in office. A special meeting of the Condominium Board shall be held for the purpose of filling any such vacancy promptly after the occurrence thereof, and the election held thereat shall be effective to fill such vacancy even if the number of members present at such meeting shall not constitute a quorum.

(B) Any vacancy on the Condominium Board that is caused by the removal, resignation, or death of a member who was designated as such or elected by Declarant or its designee shall be filled by an individual designated by Declarant or such designee; any vacancy on the Condominium Board that is caused by the removal, resignation, or death of a member who was designated as such by the Commercial Unit Owners, or Professional Unit Owners shall be filled by an individual designated by such Unit Owners.

(C) Each member of the Condominium Board who is elected thereto or designated as such to fill a vacancy pursuant to the terms of paragraph (A) or (B), respectively, of this Section 2.10 shall serve as a member of the Condominium Board for the remainder of the term of the member he replaced and

until his successor shall be selected and qualified at the appropriate annual meeting of the Unit Owners pursuant to the terms of Section 4.9 hereof.

SECTION 2.11 *Organizational Meeting of the Condominium Board.* The first meeting of the Condominium Board following each annual meeting of the Unit Owners shall be held within ten (10) days of such annual meeting, at such time and place in the City of New York as shall be both fixed informally by a majority of the members of the Condominium Board and designated in a written notice given to all members thereof by personal delivery, mail, or telegram not later than five (5) business days prior to such date.

SECTION 2.12 *Regular Meetings of the Condominium Board.* Regular meetings of the Condominium Board may be held at such time and place in the City of New York as shall be determined from time to time by a majority of the members thereof, provided that at least four (4) such meetings shall be held during each fiscal year. Written notice of all regular meetings of the Condominium Board shall be given to each member thereof by personal delivery, mail, or telegram at least five (5) business days prior to the day named for such meeting.

SECTION 2.13 *Special Meetings of the Condominium Board.* The President may call a special meeting of the Condominium Board whenever he deems the same to be necessary or desirable. However, the President shall call such a meeting upon the written request of three or more members of the Condominium Board. Written notice of all special meetings shall be given to each member thereof by personal delivery, mail, or telegram at least five (5) business days prior to the day named for such meeting, which notice shall state the time, place (in the City of New York) and purpose of the meeting.

SECTION 2.14 *Waiver of Notice of Meetings.* Any member of the Condominium Board may, at any time, waive notice of any meeting thereof in writing, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a member of the Condominium Board at any meeting thereof shall constitute a waiver by him of notice of the time and place thereof. If all of the members of the Condominium Board are present at any meeting thereof, no notice of such meeting shall be required and any business may be transacted at such meeting.

SECTION 2.15 *Quorum of the Condominium Board.* For purposes of all meetings of the Condominium Board, a majority of the members thereof shall constitute a quorum 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 a conference telephone or similar communications equipment permitting all individuals participating in the meeting to hear each other at the same time, and such participation shall constitute presence at such a meeting for all purposes. If, at any meeting of the Condominium Board, there shall be less than a quorum present, a majority of the members of the Condominium Board in attendance may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting originally called but for the lack of a quorum may be transacted without further notice.

SECTION 2.16 *Conduct of Meetings.* The President shall preside at all meetings of the Condominium Board, and the Secretary shall faithfully record the minutes thereof, which minutes shall include the full text of all resolutions duly adopted by the Condominium Board and a record of all transactions and proceedings occurring thereat. The then current edition of Robert's Rules of Order, or any other rules of procedure from time to time acceptable to a majority of the Condominium Board, shall govern the conduct of the meetings of the Condominium Board unless the same shall be in conflict with the terms of the Declaration, these By-Laws, or the Condominium Act.

SECTION 2.17 *Decisions by the Condominium Board.* Except as otherwise expressly provided in the Declaration or these By-Laws, the vote of a majority of the members of the Condominium Board present at a meeting thereof at which a quorum is present shall constitute the decision of the Condominium Board. Alternatively, any decision that is required or permitted to be made by the Con-

dominium Board may be made without a meeting thereof if all of the members of the Condominium Board shall individually or collectively consent in writing to such decision, and all such written consents shall be duly filed by the Secretary of the Condominium in the minutes of the Condominium Board.

SECTION 2.18 *Compensation of Members.* No member of the Condominium Board shall receive any compensation from the Condominium for acting as such.

SECTION 2.19 *Common or Interested Members of the Condominium Board.* Each member of the Condominium Board shall perform his duties, and shall exercise his powers, in good faith and with a view to the interests of the Condominium. To the extent permitted by Law, no contract or other transaction between the Condominium Board and either (i) any of its members or (ii) any corporation, partnership, fiduciary, firm, association, or other entity in which any of the members of the Condominium Board are officers, directors, employees, partners, fiduciaries, beneficiaries, or principals, or are otherwise interested, pecuniarily or otherwise, shall be deemed either void or voidable because either (a) any such member of the Condominium Board was present at the meeting or meetings of the Condominium Board during which such contract or transaction was discussed, authorized, approved, or ratified, or (b) the vote of any such member was counted for such purpose, provided, however, that either:

(x) the fact thereof is disclosed to, or known by, the Condominium Board or a majority of the members thereof or noted in the minutes thereof, and the Condominium Board shall authorize, approve, or ratify such contract or transaction in good faith by a vote of a majority of the entire Condominium Board, less the number of such members;

(y) the fact thereof is disclosed to, or known by, a Majority of Unit Owners, and a Majority of Unit Owners shall authorize, approve, or ratify such contract or transaction; or

(z) the contract or transaction is commercially reasonable to the Condominium Board at the time that the same is authorized, approved, ratified, executed, or otherwise consummated.

Any such member of the Condominium Board may be counted in determining the presence of a quorum of any meeting of the Condominium Board that authorizes, approves, or ratifies any such contract or transaction, but no such member shall be entitled to vote thereat to authorize, approve, or ratify such contract or transaction.

SECTION 2.20 *Liability of the Condominium Board.* (A) The members of the Condominium Board 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 own bad faith or willful misconduct. In connection therewith, members of the Condominium Board designated as such by Declarant shall not be deemed either to be in bad faith or to have committed willful misconduct by reason of any self-dealing in connection with any contract made, or other transaction entered into, between the Condominium Board and Declarant or its agents, provided that any compensation paid, or to be paid, to Declarant or its agents in connection with any such contract or transaction is disclosed in the Plan or an amendment thereto or is at competitive rates for goods sold or services rendered in the Borough of Queens or City of New York.

(B) Every contract made, and other document executed, by or on behalf of the Condominium Board, any committee thereof, or the Managing Agent shall expressly state (if obtainable and in addition to the limitation of liability of the members of the Condominium Board and the Unit Owners pursuant to the terms of Sections 3.10 and 4.12 hereof, respectively) that the same is made or executed by or on behalf of the Condominium Board, such committee, or the Managing Agent solely as agent for the Unit Owners and that the members of the Condominium Board or such committee or the 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 Condominium Board nor any member thereof shall be liable for either:

(i) any failure or interruption of any utility or other services to be obtained by, or on behalf of, the Condominium Board or to be paid for as a Common Expense; 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) The Unit Owners shall jointly and severally indemnify and hold each member of the Condominium Board harmless from and against any claim or liability to others arising from his acts or omissions as, or by reason of the fact that such individual is or was, a member of the Condominium Board, 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 member.

ARTICLE 3

OFFICERS

SECTION 3.1 *General.* The principal officers of the Condominium shall be the President, the Vice President, the Secretary and the Treasurer. The Condominium Board may appoint an Assistant Treasurer, an Assistant Secretary and such other officers as in its discretion may be necessary or desirable. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed, upon the direction of the Condominium Board, by any two officers of the Condominium or by such lesser number of officers or by such other Person or Persons as may be designated from time to time by the Condominium Board.

SECTION 3.2 *President.* The President shall be chief executive officer of the Condominium and shall preside at all meetings of the Unit Owners and of the Condominium Board. The President shall have all of the general powers and duties that are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York (hereinafter referred to as the "BCL"), including, but not limited to, the power to appoint the members of all committees created by the Condominium Board from amongst the Unit Owners from time to time as he may decide, in his discretion, are appropirate 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 the President and the Vice President are unable to act, the Condominium Board shall appoint some other member of the Condominium 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 from time to time by the Condominium 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 Condominium Board or in the name of the Managing Agent in such depositories as may from time to time be designated by the Condominium Board and, in general, shall perform all of the duties incident to the office of treasurer of a stock corporation organized under the BCL.

SECTION 3.6 *Election, Term of Office and Qualifications of Officers.* Each of the officers of the Condominium Board shall be elected annually by a majority vote of the Condominium Board taken at the organizational meeting of each new Condominium Board, and shall serve at the pleasure of the Condominium Board. The President and the Vice President shall be elected from amongst the members of the Condominium Board. The other officers of the Condominium, however, need not be Unit Owners or members of the Condominium Board and need not have any interest in the Condominium.

SECTION 3.7 *Removal and Resignation of Officers.* Any officer of the Condominium may be removed from office, with or without cause, by an affirmative vote of a majority of the members of the Condominium Board. In addition, any officer may resign at any time by giving written notice to the Condominium Board. Finally, if the President or the Vice President of the Condominium shall cease to be a member of the Condominium Board during his term of office, such officer shall be deemed to have resigned his office effective upon the date upon which his membership shall cease.

SECTION 3.8 *Vacancies.* Any vacancy in an office shall be filled by a majority vote of the Condominium Board at any regular meeting of the Condominium Board or at a special meeting thereof called for such purpose.

SECTION 3.9 *Compensation of Officers.* No officer of the Condominium shall receive any compensation from the Condominium for acting as such.

SECTION 3.10 *Liability of the Officers of the Condominium.* (A) The officers of the Condominium shall have no liability to the Unit Owners for errors of judgment, negligence, or otherwise, except that each officer of the Condominium 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 members of the Condominium Board and the Unit Owners pursuant to the terms of Sections 2.20 and 4.12 hereof, respectively) that the 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) The Unit Owners shall jointly and severally indemnify and hold each officer of the Condominium harmless from his 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.

ARTICLE 4

UNIT OWNERS

SECTION 4.1 *Annual Meetings of the Unit Owners.* The first annual meeting of the Unit Owners shall be held not later than seven months after the First Closing, at which meeting the incumbent three-member Condominium Board shall resign and a successor eleven-member Condominium Board shall be elected or designated by the Unit Owners, as provided both in this Article 4 and in Article 2 hereof. Thereafter, annual meetings of the Unit Owners shall be held on or about the second Wednesday

in October of each year, unless such date shall occur on a legal holiday, in which event the meeting will be held on or about the succeeding business day. At each such subsequent meeting, the Unit Owners shall elect successors to the members of the Condominium Board whose term of office expires on the day of such meeting and shall transact such other business as may properly come before such meeting.

SECTION 4.2 *Special Meetings of the Unit Owners.* The President shall call a special meeting of the Unit Owners whenever so directed by a duly adopted resolution of the Condominium Board or upon receipt by the Secretary of a petition calling for such a meeting signed by Unit Owners having, in the aggregate, not less than 25% of the Common Interests of all Unit Owners. Each such resolution or petition shall set forth, in reasonable detail, the purposes for calling such a meeting, and no business shall be transacted at such special meeting except business reasonably related to such stated purposes.

SECTION 4.3 *Place of Meetings.* Meetings of the Unit Owners shall be held at the principal office of the Condominium or at such other suitable and convenient place in the City of New York as may be designated by the Condominium Board.

SECTION 4.4 *Notice of Meetings.* (A) The Secretary of the Condominium shall give notice of each annual or special meeting of the Unit Owners to all Unit Owners then of record entitled to vote at such meeting, which notice shall set forth the purpose, time and place of such meeting. Such notice may be given to any Unit Owner by personal delivery, mail or telegram 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 Secretary of the Condominium not less than ten (10) days prior to the giving of notice of the applicable meeting.

(B) If the business to be conducted at any meeting of the Unit Owners shall include the consideration of a proposed amendment to the Declaration or to these By-Laws, the notice of such meeting shall be mailed to all Unit Owners at least thirty (30) days prior to the day fixed for such meeting and shall be accompanied by a copy of the text of such proposed amendment.

SECTION 4.5 *Quorum of the Unit Owners.* Except as otherwise provided in these By-Laws, the presence, in person or by proxy, of Unit Owners owning Units to which fifty-one (51%) percent or more of the aggregate Common Interests appertain shall constitute a quorum at all meetings of the Unit Owners. If, at any meeting of the Unit Owners, there shall be less than a quorum present, a majority of the Unit Owners present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time fixed for the original meeting.

SECTION 4.6 *Conduct of Meetings.* The President shall preside at all meetings of the Unit Owners, and the Secretary shall faithfully record the minutes thereof, which minutes shall include the full text of all resolutions duly adopted by the Unit Owners and a record of all transactions and proceedings occurring thereat. The then current edition of Robert's Rules of Order, or any other rules of procedure acceptable to a majority of the Unit Owners present at any meeting, in person or by proxy, shall govern the conduct of the meetings of the Unit Owners, unless the same shall be in conflict with the terms of the Declaration, these By-Laws or the Condominium Act. All votes of the Unit Owners shall be tallied by the persons appointed by the presiding officer of the meeting.

SECTION 4.7 *Order of Business.* The order of business at all meetings of the Unit Owners shall be as follows:

(i) Roll call;

(ii) Proof of notice of meeting;

(iii) Reading of the minutes of the preceding meeting (unless waived);

(iv) Reports of officers of the Condominium;

(v) Reports of members of the Condominium Board;

(vi) Reports of committees;

(vii) Election of inspectors of election (when so required);

(viii) Election of members of the Condominium Board (when so required);

(ix) Unfinished business; and

(x) New business.

SECTION 4.8 *Voting*. (A) Subject to the terms of Section 4.9 hereof, each Unit Owner shall be entitled to cast one vote at all meetings of the Unit Owners for each .001% of Common Interest attributable to his Unit(s).

(B) Notwithstanding the terms contained in paragraph (A) hereof, no Unit Owner may vote at any meeting of the Unit Owners if the Condominium Board has perfected a lien against such Unit Owner's Unit and the amount necessary to release such lien has not been paid at the time of such meeting. In addition, neither the Condominium Board nor any designee thereof shall be entitled to vote the Common Interest appurtenant to any Unit owned by the Condominium Board or such designee. The Common Interests of all Units whose owners are precluded from voting pursuant to the terms of this paragraph (E) will be excluded when computing the aggregate Common Interests of all Unit Owners for voting purposes.

(C) A fiduciary shall be the voting member with respect to a Unit owned in a fiduciary capacity. In addition, if two or more Persons own a Unit, they shall designate one Person amongst them to vote the Common Interest appurtenant to their Unit in a writing given to the Secretary of the Condominium, and the vote of such designee shall be binding upon all of such Persons. Failing such a designation, all of such Persons shall mutually vote such Common Interest under one ballot without division, and the concurrence of all such Persons shall be conclusively presumed if any one of them purports to vote such Common Interest without protest being contemporaneously made to the individual presiding over the meeting at which such vote is taken. If protest is made, the Common Interest appurtenant to such Unit shall be counted solely for the purpose of determining whether a quorum is present for such voting.

(D) The owner(s) of any Unit may designate any Person to act as a proxy on his behalf. The designation of any such proxy shall be made in a writing both signed and dated by the designor and delivered to the Secretary of the Condominium at or before the appointed time for the meeting(s) during which the same is to be effective. Any such designation shall be revocable at any time upon written notice given to the Secretary of the Condominium; however, no revocation of such a designation shall be effective with respect to any votes cast by such proxy prior to the receipt of such revocation notice by the Secretary of the Condominium or, if such revocation is made at a meeting of the Unit Owners during which the Secretary of the Condominium is not in attendance, by the individual acting as the secretary of such meeting. Except with respect to the designation of a Permitted Mortgagee to act as the proxy of its mortgagor(s), no designation to act as proxy shall be effective for a period in excess of six (6) months after the date thereof.

(E) Except when otherwise required by law or otherwise provided in the Declaration or in these By-Laws, the affirmative vote of a Majority of Unit Owners shall be binding upon all Unit Owners for all purposes.

SECTION 4.9 *Election of Members of the Condominium Board*. (A) When voting for members of the Condominium Board, each Unit Owner shall be entitled to cast one vote for each .001% of Common Interest attributable to his Unit(s) per member to be elected. However, nothing contained herein shall be deemed either to permit any Unit Owner to cumulate the votes attributable to the

ownership of any one Unit in favor of any one for more members to be elected. In addition, the terms of paragraphs (B), (C) and (D) of Section 4.8 hereof shall apply to all elections of members of the Condominium Board.

(B) All elections of members of the Condominium Board shall be by written ballot, and each ballot cast shall state: (i) the name of the voting Unit Owner and, if such ballot is cast by proxy, the name of the proxy; (ii) the designation number(s) of the Unit(s) owned by the voting Unit Owner; (iii) the amount of the Common Interest(s) appurtenant to such Unit(s); and (iv) the names of the candidates for whom such ballot is cast (the number of which names shall not exceed the number of members to be elected). Any ballot that is not cast in conformity with this paragraph (B) shall be discounted. All election ballots shall be retained in the records of the Condominium, appropriately segregated by election.

(C) Subject to the terms of paragraph (D) of this Section 4.9, all elections of members of the Condominium Board shall be determined by plurality vote.

(D) Not more than six (6) members of the Condominium Board shall serve by reason of the votes cast by Declarant or its designee at any election held during the Initial Control Period, and not more than five (5) members of the Condominium Board shall serve by reason of the votes cast by Declarant or its designee at any election held after the expiration of the Initial Control Period. However, after the Initial Control Period, Declarant or its designee shall have the right to designate the following minimum number of members of the Condominium Board: (a) five (5) members, for so long as the Common Interests attributable to any Units owned by Declarant or its designee equals, in the aggregate, 35% or more of the Common Interests of all Units; (b) four (4) members, for so long as the Common Interests attributable to any Units owned by Declarant or its designee equals, in the aggregate, less than 35% but more than 15% of the Common Interests of all Units; (c) three (3) members, for so long as the Common Interests attributable to any Units owned by Declarant or its designee equals, in the aggregate, 15% or less but more than 5% of the Common Interests of all Units.

(E) At such time as Declarant or its designee ceases to own the Commercial Units, or the Professional Units, the Commercial Unit Owners together with the Owner for the Garage/Parking Unit shall have the right to elect one (1) member of the Condominium Board and the Professional Unit Owners shall have the right to elect one (1) member of the Board. So long as the Declarant or its designee is the Owner of any of the Professional, Garage/Parking or Commercial Units, the Common Interest attributable to such Unit(s) shall be included in the aggregation of Common Interest to determine Declarant's rights pursuant to paragraph (D) of this Section 4.9.

SECTION 4.10 *Action Without a Meeting.* Any action required or permitted to be taken by the Unit Owners at a duly constituted meeting may be taken without such a meeting if the number of Unit Owners sufficient (both in absolute number and in aggregate Common Interests) 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 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 Condominium 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 Condominium Board and the officers of the Condominium pursuant to the terms of Section 2.20 and 3.10 hereof, respectively) that the liability of any Unit Owner with respect thereto shall be limited to: (i) such proportionate share of the total liability thereunder as the Common Interest of such Unit Owner bears

to the aggregate Common Interests of all Unit Owners and (ii) such Unit Owner's interest in his Unit and its Appurtenant Interests, unless otherwise provided by Law.

ARTICLE 5

OPERATION OF THE PROPERTY

SECTION 5.1 *Maintenance and Repairs.* (A) Except as otherwise provided in the Declaration or in these By-Laws, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary:

(i) in or to any Unit and all portions thereof (including, but not limited to, the interior walls, ceilings and floors in the Unit, kitchen and bathroom fixtures and appliances, all doors (entrance and terrace, if any) and their frames and saddles, exposed plumbing, gas and heating fixtures and equipment, air conditioning units, lighting and electrical fixtures and any General Common Elements incorporated therein pursuant to paragraph (B) of Section 5.8 hereof, but excluding any other General Common Elements contained therein) shall be performed by the owner of such Unit at such Unit Owner's cost and expense;

(ii) in or to the General Common Elements (other than any General Common Elements incorporated into one or more Units pursuant to the terms of paragraph (B) of Section 5.8 hereof) shall be performed by the Condominium Board as a Common Expense; and

(iii) in or to the Residential, Professional, Commercial, or Garage/Parking Limited Common Elements shall be performed (a) by the Condominium Board as a Common Expense, if involving structural or extraordinary maintenance, repairs, or replacements (including, but not limited to, the repair of any leaks that are not caused by the acts or omissions of the Unit Owners having direct and exclusive access thereto), or (b) by the particular type of Unit Owners having direct and exclusive access thereto at their sole cost and expense, if involving non-structural ordinary maintenance, repairs, or replacements.

Promptly upon obtaining knowledge thereof, each Unit Owner shall report to the Condominium Board or to the Managing Agent any defect or need for repairs for which the Condominium Board is responsible pursuant to the terms hereof. All painting, decorating, maintenance, repairs and replacements performed hereunder or otherwise, whether by or at the behest of a Unit Owner or the Condominium Board, shall be performed in such manner as shall not unreasonably disturb or interfere with any Unit Owners or the tenants and occupants of any Units.

(B) Notwithstanding anything to the contrary provided in paragraph (A) of this Section 5.1, 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, repairs, or replacements to the Property or any part thereof, whether structural or non-structural, ordinary or extraordinary, is necessitated by the negligence, misuse or abuse of any Unit Owner, the entire cost and expense thereof shall be borne by such Unit Owner, and, if necessitated by the negligence, misuse or abuse of the Condominium Board as a Common Expense, except, in all events, to the exent that such cost and expense is covered by the proceeds of any insurance maintained pursuant to the terms of these By-Laws. Similarly, each Unit Owner shall be responsible for any and all damage to any Unit or to the Common Elements resulting from such Unit Owner's failure to maintain, repair, or replace his Unit or any portion thereof as required herein.

(C) Each Unit and all portions of the Common Elements shall be kept in first-class condition, order and repair (and free of snow, ice and accumulation of water with respect to any terrace, roof or other part of the Property exposed to the elements) by the Unit Owner or the Condominium Board, whichever is responsible for the maintenance thereof as set forth herein, and such Unit Owner or the Condominium

Board, as the case may be, shall promptly make or perform, or cause to be made or performed, all maintenance work (including, without limitation, painting, repairs and replacements) that is necessary in connection therewith. In addition, the public areas of the Building and those areas exposed to public view shall be kept in good appearance, in conformity with the dignity and character of the Building, by (i) the Condominium Board, with respect to such parts of the Building required to be maintained by it, and (ii) each Unit Owner, with respect to the interior and exterior surfaces of terraces, windows and shades, venetian or other blinds, drapes, curtains or other window decorations in or appurtenant to his Unit.

(D) Each Unit Owner (other than the Declarant or its designee) of a Residential Unit which is occupied by a non-purchasing tenant under the Plan, by taking title to the Unit, agrees irrevocably to appoint the Managing Agent as his agent to perform for the account of the Unit Owner and at the Unit Owner's expense all services required under applicable local law or under General Business Law Section 352-eeee(3) required to be furnished or performed by a landlord that are not to be provided by the Condominium Board under the By-Laws, including interior repairs and painting. Such Unit Owner shall deposit with the Managing Agent (or the Condominium Board if no Managing Agent is employed) immediately upon taking title to the Unit an amount not less than two months Common Charges and real estate taxes to be used as working capital to furnish services required under the non-purchasing tenant's lease and applicable laws and regulations. Upon notice by the Managing Agent (or the Condominium Board) that the deposit has been diminished, the fund shall be replenished by such Unit Owner within thirty (30) days from receipt of the notice. Interest, if any, earned on the fund, shall be the property of such Unit Owner and shall be distributed at least once in each year. The Managing Agent shall be required to provide to non-purchasing tenants all services and facilities required by law on a non-discriminatory basis. So long as there are any non-purchasing tenants in the Building, any management agreement executed by the Condominium Board, must provide that the fee payable thereunder for management costs in respect of Units occupied by non-purchasing tenants, including but not limited to collection of rent and payment of common charges, shall not exceed $150 per apartment per year. This fee includes only the management cost of providing all such management services and facilities. The Condominium Board shall provide all services required by law to the non-purchasing tenant on behalf of the owner of Unsold Units. Any services provided to such tenant over and above what a Unit Owner is entitled to receive from the Condominium Board and approved by the owner of the Unsold Unit, which approval shall not be unreasonably withheld, shall be billed by the Managing Agent at the actual cost of providing such services to the owner of the Unsold Unit. If the Condominium Board elects not to employ a managing agent, no separate charge may be made by the Condominium Board for managing Units occupied by non-purchasing tenants. The provisions of this paragraph (D) may not be amended without the consent of Declarant.

SECTION 5.2 *Alterations, Additions, Improvements, or Repairs in and to Units and Limited Common Elements.* (A) Subject to the terms of Article 12 of the Declaration no Unit Owner shall make any structural alteration, addition, improvement or repair in or to his Unit or its appurtenant Limited Common Elements without the prior written approval of the Condominium Board. In the event, however, that the Condominium Board shall fail to answer any written, reasonably detailed request for such approval within thirty (30) days after such request is received, such failure to respond shall constitute the Condominium Board's consent thereto. Prior to, and as a condition of, the granting of any such approval, the Condominium Board may, at its sole option require the Unit Owner to procure and agree to maintain during the course of such work such insurance as the Condominium Board may reasonably prescribe and to execute an agreement, in form and substance satisfactory to the Condominium Board, setting forth the terms and conditions under which such alteration, addition, improvement or repair may be made, including, without limitation the indemnity referred to in paragraph (D) hereof and the days and hours during which any such work may be done.

(B) All alterations, additions, improvements and repairs by Unit Owners shall be made in compliance with Law. In connection therewith, the Condominium Board shall execute applications to any

departments of the City of New York, or to any other governmental agencies having jurisdiction thereof, for any and all permits required in connection with the making of alterations, additions, improvements or repairs in or to a Unit or its appurtenant Limited Common Elements, provided that, with respect to all such work of a structural nature (except as provided in Article 12 of the Declaration), the same was approved by the Condominium Board pursuant to the terms of paragraph (A) hereof.

(C) Neither the Condominium Board nor any Unit Owner (other than the Unit Owner(s) making any alterations, improvements, additions or repairs, or causing any of the same to be made, in or to his Unit(s) and appurtenant Limited Common Elements) shall incur any liability, cost or expense either (i) in connection with the preparation, execution or submission of the applications referred to in paragraph (B) hereof; (ii) to any contractor, subcontractor, materialman, architect or engineer on account of any alterations, improvements, additions or repairs made or caused to be made by any Unit Owner; or (iii) to any Person asserting any claim for personal injury or property damage arising therefrom. Any Unit Owner(s) making any alterations, improvements, additions or repairs, or causing any of the same to be made, in or to Unit(s) and appurtenant Limited Common Elements shall agree (in a writing executed and delivered to the Condominium Board, if the Condominium Board shall so request), and shall be deemed to agree (in the absence of such writing), to indemnify and hold the Condominium Board, the members of the Condominium Board, the officers of the Condominium, the Managing Agent and all other Unit Owners harmless from and against any such liability, cost or expense.

SECTION 5.3 *Alterations, Additions, or Improvements to the General Common Elements.* Except as otherwise provided in the Declaration or in these By-Laws, all necessary or desirable alterations, additions or improvements in or to any of the General Common Elements shall be made by the Condominium Board, and the cost and expense thereof shall constitute a Common Expense. Notwithstanding the foregoing, however, whenever the cost of any such alterations, additions or improvements would, in the judgment of the Condominium Board, exceed $25,000 in the aggregate in any calendar year, such proposed alterations, additions or improvements shall not be made unless first approved by the Unit Owners owning a majority of the Common Interests 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 $25,000 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.

See 3rd Amendment

SECTION 5.4 *Insurance.* (A) The Condominium 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, bathroom and kitchen fixtures, 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 interests 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 to the extent obtainable:

(i) waivers of (a) subrogation against Unit Owners, (b) any defense based upon co-insurance or other insurance, and (c) invalidity arising out of any acts of the insured;

(ii) a provision that any adjustment of loss will be made by the Condominium Board and that all proceeds thereof shall be paid to either the Condominium Board or the Insurance Trustee, as provided in Section 5.5 hereof;

(iii) a New York standard mortgagee clause in favor 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 Condominium Board and the Insurance Trustee set forth in subparagraph (ii) above and in Section 5.5 hereof; and

(iv) a provision that such policy may not be either cancelled or materially modified except upon at least thirty (30) days' prior written notice to all of the insureds, including all Permitted Mortgagees.

Duplicate originals or certificates of all such policies shall be given to all Unit Owners upon request and duplicate originals or certificates of all renewal policies, together with proof of payment of premiums, shall be sent to all Unit Owners and upon request by Permitted Mortgagees at least ten (10) 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 Condominium Board and each member thereof, (b) the Managing Agent or manager (if any), (c) each officer and employee of the Condominium and (d) each Unit Owner (except, however, that such insurance shall not cover any liability of a Unit Owner arising from occurrences within his own Unit or its Limited Common Elements);

(ii) rent insurance;

(iii) workers' compensation and New York State disability benefits insurance;

(iv) boiler and machinery insurance;

(v) water damage legal liability insurance;

(vi) elevator liability and collision insurance; and

(vii) such other insurance as the Condominium Board shall from time to time determine.

Each of the aforementioned policies of insurance shall also cover cross-liability claims of one insured against another.

(C) All policies of insurance to be maintained by the Condominium Board shall contain such limits as the Condominium Board shall from time to time determine, provided, however, that:

(i) with respect to insurance policies maintained by the Condominium Board pursuant to paragraph (A) hereof, the coverage shall be in an amount equal to not less than eighty (80%) percent of the full replacement cost of the Building, exclusive of excavation and foundations, without deduction for depreciation, as approved by the fire insurance company issuing the policy or a qualified appraiser (and, until the first regular meeting of the first eleven-member Condominium Board elected by the Unit Owners, such coverage shall be at least in the amount of $15,000,000);

(ii) with respect to insurance policies maintained by the Condominium Board pursuant to subparagraph (i) of paragraph (B) hereof, such policies shall contain single limits of not less than $1,000,000.00 in the aggregate until the first regular meeting of the first seven-member Condominium Board elected by the Unit Owners; and

(iii) with respect to insurance policies maintained by the Condominium Board pursuant to subparagraph (ii) of paragraph (B) hereof, the coverage shall be in an amount equal to not less than the aggregate of all of the Unit Owners' Common Charges for one year.

Any insurance policies maintained by the Condominium Board may also provide for such deductible amounts as the Condominium Board shall determine. The Condominium Board shall review the limits of each insurance policy, as well as the amount of any deductible sum thereunder, at least once each year.

(D) The cost of all insurance maintained by the Condominium Board pursuant to this Section 5.4, together with the fees and disbursements of any Insurance Trustee appointed by the Condominium Board pursuant to the terms of these By-Laws, shall be borne by the Unit Owners as a Common Expense, provided that the allocable portion of such premiums payable by each Unit Owner shall be based on that amount of such premiums as a licensed insurance agent or broker determines is the fair and reasonable

allocation, taking into account the uses of Unit and applicable industry rating standards. In addition, in the event of an increase in the insurance premium(s) which results from the use of the Residential Units, Commercial Units, Professional Units or Garage/Parking Unit, such increase shall be borne by the Unit Owner(s) which caused such increase.

Each time the Board of Managers places property and/or liability insurance it shall also obtain a proposal for the same coverage which shall specify the premium therefor utilizing, however, a class rate for a residential building of the same square footage as the property, but without a mercantile component. Such proposal shall utilize the mandated rate set forth in the manual published by the Insurance Service Organization in the State of New York or its successor organization or the rate that would be utilized by the insurance company with whom such insurance is placed, whichever is lower. The premium set forth in such proposal shall be payable by the Residential Unit Owners in the aggregate toward the premium on the policy placed by the Board of Managers, which premium shall be a Common Expense. The Professional Unit Owners' Commercial Unit Owners, and the Garage/Parking Unit Owner shall be responsible for the payment of the balance of the premium in such proportions as are reasonable, with due consideration to the respective risks, liabilities and replacement values as are equitable. The terms "class rate" and "mercantile component" are defined in the aforesaid manual. The term "property insurance" means building all risk and rental value insurance. The term "liability insurance" means comprehensive general liability, employees as additional insured, broad form liability endorsement, water damage, legal liability and elevator collision.

(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 against the other Unit Owners and the Condominium Board and further provided that the liability of the carriers issuing the insurance maintained by the Condominium Board shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

SECTION 5.5 *Casualty or Condemnation.* (A) In the event that either (i) the Building or any part thereof is damaged or destroyed by fire or other casualty (hereinafter referred to as a "Casualty Loss" or (ii) the General 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 Condominium Board pursuant to the terms of Section 5.4 hereof by reason of such Casualty Loss or the net condemnation awards receivable by reason of such Taking, as the case may be, shall be payable either to the Condominium Board, if the same shall be $100,000.00 or less in the aggregate, or to the Insurance Trustee, if the same shall exceed $100,000.00 in the aggregate. 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 5.5. Notwithstanding anything to the contrary contained either in this paragraph (A) or elsewhere in this Section 5.5, however, no Unit Owner whose Unit, its appurtenant Limited Common Elements, or any portion thereof are taken in condemnation or by eminent domain (whether or not all or a part of the General Common Elements are contemporaneously taken) shall be deemed to have waived whatever rights he may have to pursue a separate claim against the condemning authority by reason thereof.

(B) Subject to the terms of paragraph (D) hereof, the Condominium Board shall arrange for the prompt repair or restoration (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 General 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. Notwithstanding anything contained in this paragraph (B) to the contrary, however, the Garage/Parking Unit Owner, Professional Unit Owners and Commercial Unit Owners shall have the right, if he so elects, to make all arrangements for undertaking the Work to be performed in or to such Units independently of the Condominium Board.

(C) In the event that Work shall be performed pursuant to the terms of paragraphs (B) and (D) of this Section 5.5, the Condominium Board or the Insurance Trustee, as the case may be, shall disburse the Trust Funds to the contractors engaged in the Work in appropriate progress payments. If the Trust Funds shall be less than sufficient to discharge the cost and expense of performing the Work, the Condominium Board shall levy a Special Assessment against all Unit Owners for the amount of such deficiency in proportion to their respective Common Interests, and all proceeds of such Special Assessment shall become part of the Trust Funds. If, conversely, the Trust Funds shall prove to be more than sufficient to discharge the cost and expense of performing the Work, such excess shall be paid to all Unit Owners in proportion to their respective Common Interests, except that no payment shall be made to a Unit Owner until there shall have first been paid, out of such Unit Owner's share of such excess, such amounts as may be necessary to reduce unpaid liens on the Unit Owner's Unit (other than mortgages that are not Permitted Mortgages) in the order of their priority. Notwithstanding the foregoing, if 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 and after the payment of all costs and expenses of performing the Work, a portion of the Trust Funds remains unspent, such excess shall, but only to the extent that it does not exceed such Special Assessment, 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).

(D) If either 50% or more of the Building is destroyed or substantially damaged by fire or other casualty or 50% or more of the General Common Elements are taken in a Taking, the Work shall not be performed unless 75% or more of all Unit Owners, both in number and in aggregate Common Interests shall pass a resolution to proceed with the same. If such resolution is duly adopted, the Work shall be performed pursuant to the terms of paragraphs (B) and (C) hereof. Conversely, if such resolution is not duly adopted the Work shall not be performed and the Property may be subjected to an action for partition by any Unit Owner or lienor as if it were 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 shall first have 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 their priority.

(E) If the damage resulting from a Casualty Loss shall (i) render one or more Units wholly or partially unusable for the purposes permitted herein and in the Declaration or (ii) destroy the means of access to one or more Units, the installments of Common Charges otherwise payable by the owner of any Unit so affected thereby shall proportionately abate until such Unit shall again be rendered useable for such purposes and/or until the means of access thereto shall be restored, as the case may be. Notwithstanding the foregoing, if such Casualty Loss is caused by the negligent act or omission of the owner of a Unit so affected thereby, by a Family Member of such Unit Owner, or by a tenant or other occupant of such Unit, such installments of Common Charges shall abate only to the extent of any proceeds of rent insurance actually collected by the Condominium Board attributable to such Unit and there shall be no abatement if such Casualty Loss is caused by the willful act of the Owner of such Unit, Family Member of such Unit Owner or by a tenant or other occupant of such Unit.

(F) If (i) a portion of any Unit shall be taken in condemnation or by eminent domain and (ii) the Condominium shall not be terminated by reason of a simultaneous Taking pursuant to the terms of

paragraph (D) hereof, the Common Interest appurtenant to such Unit shall be adjusted in the proportion that the total floor area of such Unit and its appurtenant Limited Common Elements after such taking bears to the total floor area of such Unit and its appurtenant Limited Common Elements prior to such Taking. The Condominium Board shall promptly prepare and record an amendment to the Declaration reflecting the new Common Interest appurtenant to such Unit, which amendment shall be executed or consented to by the owner of such Unit together with the holders of record of any liens thereon in recordable form. Following the recording of the aforementioned amendment to the Declaration, the votes appurtenant to such Unit shall be based upon the new Common Interest of such Unit, and, in the event of a Taking of an entire Unit, the vote appurtenant to such Unit shall wholly terminate. 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 Condominium Board and the owners of, together with the holders of record of all liens upon, all of the other or remaining Units.

(G) As used in this Section 5.5:

(i) "prompt repair or restoration" shall mean that the Work is to be commenced not later than either: (a) sixty (60) days after the date upon which the Insuance Trustee notifies the Condominium Board and the Unit Owners that it has received Trust Funds sufficient to discharge the estimated cost and expense of the Work or (b) ninety (90) days after the date upon which the Insurance Trustee notifies the Condominium Board and the Unit Owners that it has not received Trust Funds sufficient to discharge the estimated cost and expense of the Work or (c) in the event that the Trust Funds are payable to the Condominium Board pursuant to the terms of paragraph (A) of this Section 5.5, sixty (60) days after the date upon which the Condominium Board notifies the Unit Owners that it has received the Trust Funds, whether or not the same are sufficient to discharge the cost and expense of the Work; and

(ii) a resolution shall not be deemed duly adopted unless it is adopted by 75% of the Unit Owners in number and aggregate Common Interest not more than sixty (60) days after the Condominium Board or the Insurance Trustee, notifies the Unit Owners that it has received Trust Funds irrespective of whether such funds are sufficient to discharge the estimated cost and expense of the Work.

(H) Any dispute concerning or that may arise under this Section 5.5 between Unit Owners or between any Unit Owner(s) and the Condominium Board shall be resolved by arbitration pursuant to the terms of Article 10 hereof. The provisions of this paragraph (H) shall not be construed to extend time periods prescribed in paragraph (G) of this Section 5.5.

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 unreasonable 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.

(B) Nothing shall be done or kept in any Unit or in any of the Common Elements that would increase the rate of insurance for the Property, except upon the prior written consent of the Condominium Board. No Unit Owner shall permit anything to be done or kept in a Unit or in the Common Elements that will result in the cancellation of insurance on the Property or the contents thereof, or that would be in violation of any Law. No waste shall be committed in the Common Elements.

(C) Nothing shall be done in any Unit or in, on, or to the Common Elements that will impair the structural integrity of the Property or that will structurally change the Building, except as is otherwise provided in the Declaration or in these By-Laws.

(D) The provisions of this paragraph (D) may not be amended without the consent of the Declarant, the Sponsor, or their designee.

SECTION 5.7 *Use of the Units.* (A) In order to provide for congenial occupancy of the Property and for the protection of the value of the Units, the use of Units shall be restricted to, and shall be in accordance with, the terms contained in the balance of this Section 5.7.

(B) Each Residential Unit shall be used only as a residence, and not more than one natural person and his Family Members plus one additional occupant and the dependent children of such additional occupant may reside a Residential Unit at any one time. Notwithstanding the foregoing, however, Declarant or its designee (or, when there are no longer any Unsold Units, the Condominium Board) may, in its sole discretion, consent to the use of a Residential Unit as a professional or business office or for any purpose other than that set forth in this paragraph (B), provided that the nature and manner of such use complies with Law and does not violate the then existing Certificate of Occupancy covering such Residential Unit. Any such consent shall be in writing and shall be personal to such Residential Unit Owner. Any lessee of, or successor in title to, such Residential Unit Owner shall be required to obtain the prior written consent of Declarant or its designee or the Condominium Board (as the case may be) before using such Residential Unit for any purpose other than that set forth in the first sentence of this paragraph (B).

(C) The Professional Units may be used only as a professional office or, provided that the existing Certificate of Occupancy covering the Professional Unit is appropriately amended, as a residence for occupancy by not more than one family at any one time. Upon the written request of the Professional Unit Owners, the Condominium Board shall execute any and all documents necessary to apply for such an amendment and shall otherwise cooperate with the Professional Unit Owners in connection with such application. However, the Condominium Board shall be entitled to demand, as a condition to so doing, that the Professional Unit Owners agree to indemnify and hold the Condominium Board and the Unit Owners harmless from any expense or liability incurred by virtue thereof.

(D) A Residential or Professional 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 a director, officer, stockholder, or employee of a corporate fiduciary and a partner or employee of a partnership fiduciary), 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. Additionally, in no event shall a portion of a Residential Unit (as opposed to the entire Residential Unit) be sold, conveyed, leased, or subleased, and no transient occupant (other than a guest permitted under this paragraph (D)) may be accommodated therein.

(E) Notwithstanding anything to the contrary contained in this Section 5.7, Declarant may, without the consent of either the Condominium Board or the Unit Owners use any one or more Unsold Units as model units and offices for the sales, promotions, rental, management and operation of the Unsold Units or for any other purpose, subject only to compliance with Law.

(F) Notwithstanding anything to the contrary contained in Section 5.6, the Commercial Units may be used for any lawful purpose.

SECTION 5.8 *Use of the Common Elements.* (A) Subject to the terms of paragraphs (B) and (C) of this Section 5.8, the Common Elements (including, without limitation, the electrical, heating, gas, plumbing and other mechanical systems and equipment of the Building and the Facilities) may be used only for the furnishing of the services and facilities, and for the other uses, for which they are reasonably suited and capable. The lobbies, vestibules, public halls, stairways and public elevators shall be used only for normal passage through them. Accordingly, all Unit Owners shall require their tradesmen to utilize exclusively the elevator and entrance designated by the Condominium Board for transporting packages, merchandise, or other objects.

(B) The owner or owners of any two or more Units, if such Units are the only Units serviced or benefited by any General or Limited Common Element adjacent or appurtenant to such Units (for example, that portion at the end of any residential hallway that is directly adjacent to any such Units located on opposite sides of such hallway) shall, with the consent of the Condominium Board (which consent shall not be unreasonably withheld or delayed), have the right to use such General Common Elements exclusively, as if it were a part of such Units (including the right, in the above example of a portion of a hallway, to enclose such portion), and no amendment to the Declaration or reallocation of Common Interests shall be made by reason thereof. In such an event, however, such owner or owners shall, at his sole cost and expense, both (i) operate, maintain and repair such General Common Element for so long as such owner(s) exercise such exclusive right of use and (b) restore such General Common Element to its original condition, reasonable wear and tear excepted, after such owner(s) cease to exercise such exclusive right of use.

(C) The terms of paragraph (A) of this Section 5.8 shall not apply to Declarant or its designee for so long as there are any Unsold Units. Declarant or its designee and the Commercial Unit Owners shall have the right, without charge or limitation, to: (i) have their respective employees, contractors, subcontractors and sales agents present on the Property; and (ii) do all things necessary or appropriate, including use the General Common Elements, to sell, lease, manage, or operate Unsold Units, or the Commercial Units to complete any work or repairs to the Building expressly undertaken by Declarant and to comply with Declarant's obligations under the Plan and the Condominium Documents. In addition, Declarant and its designee shall be entitled to exercise the rights set forth in paragraph (B) of this Section 5.8 with respect to any Unsold Unit(s) and the Commercial Unit Owners shall be entitiled to exercise such rights with respect to the Commercial Units without the necessity of obtaining the consent of either the Condominium Board or any other Unit Owners. In no event, however, shall Declarant or such designee or the Commercial Unit Owners be entitled to use any Common Elements in such a manner as will unreasonably interfere with the use of any Unit for its permitted purposes. The provisions of this paragraph (C) may not be amended without the consent of Declarant and the Commercial Unit Owners.

SECTION 5.9 *Rights of Access.* (A) Subject to the right of existing tenants and other occupants of Unsold Units, each Unit Owner shall grant to the Condominium Board, to the Managing Agent or manager (if any), to the superintendent and/or to any other Person authorized by any of the foregoing a right of access to his Unit and its appurtenant Limited Common Elements for the purposes of:

(i) making inspections of, or removing violations noted or issued by any governmental authority against, the Common Elements or any other part of the Property;

(ii) curing defaults hereunder or under the Declaration or violations of the Rules and Regulations committed by such Unit Owner or correcting any conditions originating in his Unit and threatening another Unit or all or a portion of the Common Elements;

(iii) performing maintenance, installations, alterations, repairs, or replacements to the mechanical or electrical services, or other portions of the Common Elements located within his Unit or elsewhere in the Building;

(iv) reading, maintaining, or replacing utility meters relating to the Common Elements, to his Unit, or to any other Unit; or

(v) correcting any condition that violates the provisions of any Permitted Mortgage encumbering another Unit.

Except in cases of emergency (e.g., 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 (1) days advance notice and only in such a manner as will not unreasonably interfere with the normal conduct of business in any portion of the Commercial Unit or with the use of the Residential and Professional Units and their appurtenant Limited Common Elements for their permitted purposes. In cases of emergency, however, such rights of access may be exercised immediately, without advance notice and whether or not the Unit Owner is present.

(B) Each Unit Owner shall grant a right of access to his Unit and its appurtenant Limited Common Elements, and the Condominium Board shall grant rights of access to the General Common Elements, to Declarant and its contractors, subcontractors, agents and employees for the purpose of fulfilling Declarant's obligations as set forth in the Plan or in any amendment thereto, provided that access thereto shall not be exercised, with respect to any Unit and its appurtenant Limited Common Elements, in such a manner as will unreasonably interfere with the use of such Unit and Limited Common Elements for their permitted purposes.

SECTION 5.10 *Modification of the Rules and Regulations*. The Condominium Board shall have the right to amend, modify, add to, or delete any of the Rules and Regulations from time to time, provided, however, (i) that any such amendment, modification, addition, or deletion may be overruled by a vote of a Majority of Unit Owners and (ii) no rule or regulation may be amended to increase the obligation or abridge the rights or limit the benefits to Declarant or its designee or the Professional Unit Owners, Commercial Unit Owners, or Garage/Parking Unit Owner without the consent of the affected party. 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 (30) 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 Condominium Board shall promptly pay such taxes, charges and rents as a Common Expense. In the event of a proposed sale of any Unit, the Condominium Board (for so long as the Condominium 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 promptly to 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 *Heat and Hot Water*. The charges for any heat and hot water consumed or used in the Building (including in the Units) shall be paid by the Condominium Board as a Common Expense, allocated to those Units using common heat and hot water.

SECTION 5.13 *Electricity and Gas*. Electricity and/or gas 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 and gas consumed or used in his Unit directly to the utility company servicing the Building as and when billed therefor.

SECTION 5.14 *Utilities Serving the General Common Elements*. The cost and expense of water, steam, electricity and gas serving or benefiting any General Common Element shall be (i) considered part of the expense of maintaining such General Common Element and (ii) 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 Condominium Board as a Common Expense.

SECTION 5.16 *Compliance with the Applicable Rent Laws*. The Condominium Board shall operate the Property at the same level of services as those supplied on the date of recording the Declaration in accordance with the Applicable Rent Laws, except for those services that are the obligation of Declarant or its designee to provide to its Residential Units pursuant to the terms of the Declaration or these By-Laws. The Condominium Board shall not impose any charge or fee upon the

tenants or occupants of such Units for using the Common Elements or on account of any services provided to such tenants or occupants unless Declarant or its designee shall be permitted by the Applicable Rent Laws to impose such charge or fee against such tenants or occupants and any such permitted charge or fee shall be increased from time to time only to the extent allowed under the Applicable Rent Laws. Except for those services and obligations to be provided or performed by the Condominium Board as set forth in the Declaration and in these By-Laws, Declarant or its designee shall provide and perform all other services and obligations required by Law to be furnished to tenants and occupants of the Residential Units owned by Declarant or its designee (including, without limitation, painting the interior of such Units).

SECTION 5.17 *Records and Audits.* (A) The Treasurer of the Condominium, or the Managing Agent under the supervision of such Treasurer, shall keep full, detailed and accurate records and books of account with respect to the financial affairs of the Condomium, which records and books of account shall include, without limitation, (i) a listing of all receipts of and expenditures by the Condominium Board and the Managing Agent and (ii) a separate lisiting 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 three months after the end of each fiscal year of the Condominium, the Condominium 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 and certified by an independent certified public 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 once a year, the Condominium Board shall: (i) prepare and adopt a budget for the Condominium, subject, in all respects, to the strictures set forth in Section 2.5 hereof; (ii) determine the aggregate amount of Common Charges necessary to be charged to the Unit Owners in order to meet the Common Expenses; and (iii) allocate and assess such Common Charges amongst the Unit Owners pro-rata, in accordance with their respective Common Interests or, when such expense is not shared by all Unit Owners because of usage of particular services by some but not all types of Units such allocation shall be made in accordance with the aggregate Common Interests of such types of Unit Owners (i.e. Residential, Professional, Commercial and Garage/Parking Unit) as provided in the budget for the first year of Condominium Operation or in the Declaration or these By-Laws. Provided that after the expiration of the Initial Control Period, the Board may not change the method used for the allocation of expenses among the four categories of Unit Owners from that used in the previous year's budget without the consent of a majority of such category of Unit Owners (or the Sponsor or its designee as Owner of such Units) unless required to comply with law or regulations or requirements of mortgagees or insurance carriers. The Condominium 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 (10) 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 Condominium 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. Notwithstanding

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the foregoing, however, the Condominium Board shall not reduce the Common Charges payable during any year occurring within the Initial Control Period solely as a result of either reducing the number of employees of the Condominium below the number employed for the Property on the date of recording the Declaration, or eliminating or reducing any service or reducing the insurance coverge below that provided for the Property on such date, except with the concurrence of a majority of the members of the Condominium Board elected by Unit Owners other than Declarant or its designee. During the period, if any, the Condominium Board is paying the real estate taxes as a Common Expense, that portion of the Common Charges billed which is allocable to such tax, shall be separately stated on a bill for Common Charges rendered to the Unit Owners and the funds so collected shall be held in a separate account by the Managing Agent and shall be used solely for the purpose of paying said real estate tax.

(B) The failure or delay of the Condominium Board to prepare or adopt a budget or to determine the Common Expenses for any fiscal year or portion thereof shall not be deemed a waiver or modification in any respect of the covenants and provisions hereof or a release of any Unit Owner from the obligation to pay Common Charges. In such event, the Common Charges that were computed on the basis of the Common Expenses last determined for any fiscal year or portion thereof shall continue thereafter to be the Common Charges payable by the Unit Owners until a new determination of the Common Expenses shall be made.

(C) In addition to the foregoing duty to determine the amount of and assess Common Charges, the Condominium Board shall have the right, subject in all respects, to the strictures contained in Section 2.5 hereof, to levy Special Assessments to meet the Common Expenses. All Special Assessments 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 Condominium Board shall determine, provided, however that the Condominium Board shall give each Unit Owner not less than fifteen (15) days' written notice prior to the date upon which such Special Assessment, or the first installment thereof, shall be due and payable, which notice shall set forth, in reasonable detail, the nature and purpose thereof. The Condominium Board shall have all rights and remedies for the collection of Special Assessments as are provided herein for the collection of Common Charges (including, without limitation, the 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 General Common Element or rent from the subleasing of a Unit leased pursuant to Section 7.3 hereof or rent from the leasing or proceeds from the sale of a Unit to which title was acquired pursuant to Section 7.3 hereof 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 Condominium 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 Condominium 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 Condominium Board shall determine to distribute all or part of such excess to all Unit Owners pro-rata, in proportion to their respective Common Interests. 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.

(E) If the Condominium Board shall specifically so elect, the determination of Common Expenses may include sums to be collected as Common Charges for the improvement or replacement of the Common Elements, but the Condominium Board need not designate specifically which Common Elements are to be replaced or improved. All such sums shall be collected as Common Charges, shall be separately stated on bills for Common Charges to be rendered for the period during which such

determination is in effect, and must be deposited by the Condominium Board or the Managing Agent in a separate bank account. All such Common Charges payable pursuant to such a determination shall be deemed to be contributions to the capital of the Condominium. The Condominium Board may discontinue, modify or increase any determination theretofore made without prejudice to any future determination in that regard.

SECTION 6.2 *Payment of Common Charges.* (A) All Unit Owners shall be obligated to pay Common Charges and Special Assessments assessed by the Condominium Board pursuant to the terms of Section 6.1 hereof at such time or times (but not less than annually) as the Condominium Board shall determine. Unless otherwise determined by the Condominium Board, Common Charges shall be payable in installments on the first day of every month in advance. To the extent permitted by Law, the Condominim 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 and to replenish the fund required to be maintained by a Unit Owner other than Declarant or its designee of a Unit occupied by a non-purchasing tenant (as such term is defined in the New York State General Business Law, § 352-eeee) pursuant to Section 5.1(D) of the By-Laws. 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 the Common Charges and any Special Assessments assessed against his Unit subsequent to a sale, transfer, or other conveyance by him of such Unit, together with its Appurtenant Interests, made in compliance with the terms of Article 7 hereof. A purchaser or other successor-in-title to the owner of a Unit shall be liable for the payment of all Common Charges and any Special Assessments accrued and unpaid against such Unit prior to his acquisition thereof, except that, to the extent permitted by Law, a Permitted 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 by such purchaser. However, 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 Unit, together with its Appurtenant Interests, to the Condominium Board or to its designee, corporate or otherwise, on behalf of all Unit Owners, without being compensated therefor, and, in such event, be exempt from the payment of Common Charges and Special Assessments thereafter accruing, provided, however, that: (i) all Common Charges and any Special Assessments 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. However, in no event shall Declarant or its designee be permitted to convey any Unsold Unit to the Condominium Board and thereby exempt itself from Common Charges and any Special Assessments attributable to such Unit thereafter accruing unless: (i) the aggregate Common Interests then appertaining to the Unsold Units constitutes 15% or less of the total Common Interests then appertaining to all Residential and Professional Units and (ii) at least five (5) years shall have elapsed from the date of the First Closing.

(D) No Unit Owner shall be exempted from liability for the payment of Common Charges or Special Assessments by waiving the use or enjoyment of any or all of the Common Elements or by abandoning his Unit (except with respect to a conveyance of the same to the Condominium Board, without compensation, pursuant to the terms of paragraph (C) hereof). Except as expressly provided to the contrary in paragraph (E) of Section 5.5 hereof, no Unit 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 Section 5.1, 5.2, or 5.3 hereof; or (iii) any action taken by the Condominium Board or the officers of the Condominium to comply with Law.

SECTION 6.3 *Statement of Common Charges.* The Condominium 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 business days, but not more frequently than once a month.

SECTION 6.4 *Default in Payment of Common Charges.* (A) The Condominium Board shall take prompt action to collect any Common Charges due to the Condominium Board that remain unpaid for more than thirty (30) days after the due date for the payment thereof. In connection therewith, the Condominium Board shall have the right and obligation to cause liens for all sums due and owing to the Condominium Board to be filed in the Register's Office pursuant to the terms of Section 399-z of the Condominium Act, to cause such liens to be foreclosed in the manner provided in Section 399-aa of the Condominium Act and/or to institute all other proceedings deemed necessary or desirable by the Condominium Board to recover all such unpaid Common Charges, together with all additional sums of money collectible by the Condominium Board by reason of such nonpayment pursuant to the terms of paragraph (B) hereof. A suit to recover a money judgment for unpaid Common Charges, however, shall be maintainable without foreclosing or waiving the lien securing such charges.

(B) In the event that any Unit Owner shall fail to make prompt payment of Common Charges, such Unit Owner shall be obligated to pay interest thereon at the highest rate chargeable to individuals pursuant to Law, to be computed from the due date thereof until paid in full, together with all costs and expenses paid or incurred by the Condominium Board, the Managing Agent, or the manager (if any) in connection with collecting such unpaid Common Charges with interest as aforesaid and/or in foreclosing the aforementioned lien, including, without limitation, reasonable attorneys' fees and disbursements and court costs. In addition, if the Condominium Board shall bring an action to foreclose the aforementioned lien, the defaulting Unit Owner will 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 Condominium Board to foreclose a lien on a Unit because of unpaid Common Charges, the Condominium Board shall have, on behalf of all Unit Owners, the power to purchase such Unit at the foreclosure sale thereof and to acquire, hold, lease, mortgage, convey, or otherwise deal with such Unit (but not to vote the votes appurtenant to the same). In the event that the net proceeds received on such foreclosure (after deduction of all legal fees and disbursements, advertising costs, brokerage commissions, court costs and other costs and expenses paid or incurred in 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 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.

See 2nd Amd

ARTICLE 7

SELLING AND LEASING OF UNITS

SECTION 7.1 *General.* Subject to the terms of Section 7.5 hereof, no Residential Unit Owner may sell or lease his Residential Unit except in compliance with the applicable provisions of this Article 7. Any purported sale or lease consummated in default of the applicable terms hereof shall be voidable at the sole election of the Condominium Board, and, if the Condominium Board shall so elect, the selling or leasing Unit Owner shall be deemed to have authorized and empowered the Condominium Board to institute legal proceedings to eject the purported purchaser (in the event of an unauthorized sale) or to evict the purported tenant (in the event of an unauthorized leasing) in the name of the said Unit Owner as the owner or landlord, as the case may be. The said Unit Owner shall reimburse the Condominium Board for all costs and expenses paid or incurred in connection with such proceedings, including, without limitation, reasonable attorneys' fees and disbursements and court costs.

SECTION 7.2 *Right of First Refusal.* (A) Subject to the terms of Sections 7.5 and 7.9 hereof, any contract to sell a Residential Unit together with its Appurtenant Interests and any lease of a Residential Unit (hereinafter collectively referred to as a "Sale or Lease Agreement") shall contain the following language: "THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE HEREBY MADE EXPRESSLY SUBJECT TO THE RIGHTS, IF ANY, OF THE CONDOMINIUM BOARD OF THE PARK REGENT CONDOMINIUM WITH RESPECT TO THE TRANSACTION EMBODIED HEREIN PURSUANT TO THE TERMS OF SECTION 7.2 AND 7.3 OF THE BY-LAWS OF THE SAID CONDOMINIUM, AS THE SAME MAY HAVE BEEN AMENDED". Promptly after any Sale or Lease Agreement shall be fully executed, the Residential Unit Owner executing the same (hereinafter referred to as the *"Offeree Unit Owner"*) shall send written notice thereof to the Condominium Board by certified or registered mail, return receipt requested, which notice shall be accompanied by a fully executed, original counterpart of the contract of sale or the lease, as the case may be, containing all of the terms offered in good faith by the prospective purchaser or tenant (hereinafter referred to as the *"Outside Offeror"*).

(B) The sending of the notice referred to in paragraph (A) of this Section 7.2 shall constitute an offer by the Offeree Unit Owner to sell his Residential Unit, together with its Appurtenant Interests, or to lease his Residential Unit, as the case may be, to the Condominium Board or to its designee, corporate or otherwise, on behalf of all Unit Owners, upon the same terms and conditions as are contained in such Sale or Lease Agreement, subject, however, to any variance therefrom provided in Section 7.3 hereof. The giving of such notice shall further constitute a representation and warranty by the Offeree Unit Owner to the Condominium Board, on behalf of all Unit Owners, that such Offeree Unit Owner believes the Sale or Lease Agreement to be bona fide in all respects. Thereafter, upon the written demand of the Condominium Board, the Offeree Unit Owner shall submit to the Condominium Board, in writing, such further information with respect to the Outside Offeror and the Sale or Lease Agreement as the Condominium Board may reasonably request.

(C) The Condominium Board may elect, by sending written notice thereof to the Offeree Unit Owner by certified or registered mail not later than thirty (30) business days (in the event of a proposed sale) and twenty (20) business days (in the event of a proposed lease) after receipt of the notice referred to in paragraph (A) hereof together with such further information as may have been requested pursuant to the terms of paragraph (B) hereof, to purchase such Residential Unit together with its Appurtenant Interests or to lease such Residential Unit together with its Appurtenant Interests, as the case may be (or to cause the same to be purchased or leased by its designee, corporate or otherwise) on behalf of all Unit Owners upon substantially the same terms and conditions as were contained in the Sale or Lease Agreement and stated in the response(s) by the Offeree Unit Owner to any requests for additional information pursuant to the terms of paragraph (B) hereof except as otherwise set forth in this Article 7. Notwithstanding anything to the contrary contained herein, however, the Condominium Board shall

not exercise any option set forth in this Section 7.2 to purchase or lease any Residential Unit without the prior approval of a Majority of Unit Owners.

SECTION 7.3 *Acceptance of Offer.* (A) In the event that the Condominium Board shall elect, within the time and in the manner provided in Section 7.2 hereof, to purchase a Residential Unit together with its Appurtenant Interests, to lease such Residential Unit, or to cause the same to be purchased or leased by its designee, title shall close or a lease shall be executed, in either event in accordance with the terms of the Sale or Lease Agreement, at the office of the attorneys for the Condominium within forty-five (45) days after the day upon which the Condominium Board shall give notice of its election to accept such offer.

(B) If such Residential Unit and its Appurtenant Interests are to be purchased by the Condominium Board or its designee on behalf of all Unit Owners, such purchase may be made from the funds deposited in the capital and/or expense accounts of the Condominium. If the funds in such accounts are insufficient to effectuate such purchase, the Condominium Board may levy a Special Assessment against each Unit Owner (other than the Offeree Unit Owner) in accordance with the terms of paragraph (C) of Section 6.1 hereof and/or the Condominium Board may, in its discretion, finance the acquisition of such Residential Unit; provided however, that no such financing may be secured by an encumbrance on or a hypothecation of any portion of the Property other than the Unit to be purchased together with its Appurtenant Interests. At the closing of title, the Offeree Unit Owner shall convey the Unit, together with its Appurtenant Interests, to the Condominium Board or to its designee, on behalf of all Unit Owners, by deed in the form required by Section 399-O of the Condominium Act with all tax and/or documentary stamps affixed at the expense of the Offeree Unit Owner, who shall also pay all other transfer taxes arising out of such sale notwithstanding any terms of the Sale or Lease Agreement to the contrary. Real estate taxes (including water charges and sewer rents, if separately assessed), mortgage interest (if applicable) and Common Charges shall be apportioned between the Offeree Unit Owner and the Condominium Board or its designee as of the closing date, notwithstanding any terms of the Sale or Lease Agreement to the contrary. Thereafter, such Residential or Professional Unit shall be held, so long as the same is owned by the Condominium Board or its designee, on behalf of all Unit Owners, as tenants-in-common, and all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Residential Unit.

(C) In the event that such Residential Unit is to be leased by the Condominium Board or its designee on behalf of all Unit Owners, the Offeree Unit Owner shall execute and deliver to the Condominium Board or such designee a lease covering such Unit by and between the Offeree Unit Owner, as landlord, and the Condominium Board or such designee, as tenant. Such lease shall be in the then current form of apartment lease recommended by the Real Estate Board of New York, Inc., and shall contain all of the terms and conditions of the Sale or Lease Agreement not in conflict with such form of lease, including, without limitation, the rental and term provided for therein. Notwithstanding anything to the contrary set forth hereinabove or in the Sale or Lease Agreement, such lease shall expressly provide that the Condominium Board or such designee may enter into a sublease of the premises demised thereunder without consent of the landlord.

SECTION 7.4 *Failure to Accept Offer.* (A) In the event that the Condominium Board shall fail to accept an offer made pursuant to the terms of Section 7.2 hereof within the respective times set forth in paragraph (C) thereof, the Offeree Unit Owner shall be free to consummate the transaction embodied in the Sale or Lease Agreement within one hundred twenty (120) days after (i) notice of refusal is sent to the Offeree Unit Owner by the Condominium Board or (ii) the expiration of the period within which the Condominium Board or its designee might have accepted such offer, as the case may be whichever is earlier. If the Offeree Unit Owner shall fail to consummate the transaction embodied in the Sale or Lease Agreement within such one hundred twenty (120) day period, then, should the Offeree Unit Owner thereafter elect to sell such Unit together with its Appurtenant Interests or to lease such Unit, the Offeree Unit Owner shall be required again to comply with all of the terms and provisions of Sections 7.2, 7.3 and 7.4 hereof.

(B) Any deed of a Residential Unit and its Appurtenant Interests to an Outside Offeror shall expressly provide that the acceptance thereof by the grantee shall constitute an assumption of all of the terms of the Condominium Documents, and, in the absence of such express language, the same shall be conclusively deemed to have been included therein.

(C) Each lease of a Residential Unit to an Outside Offeror shall be in the then current form of apartment lease (with respect to Residential Units) recommended by the Real Estate Board of New York, Inc., subject to such modifications as may be approved in writing by the Condominium Board. Notwithstanding the foregoing however, each such lease shall be consistent with the Condominium Documents and shall expressly provide that:

(i) such lease may not be amended, modified or extended without the prior written consent of the Condominium Board in each instance;

(ii) the tenant thereunder shall not assign his interest in such lease or sublet the premises demised thereunder or any part thereof without the prior written consent of the Condominium Board in each instance; and

(iii) the Condominium Board shall have the power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder in the event of (a) a default by the tenant in the performance of its obligations under such lease or (b) a foreclosure of the lien granted by Section 339-z of the Condominium Act.

SECTION 7.5 *Termination of, and Exceptions to, the Right of First Refusal.* (A) A certificate executed and acknowledged by the Secretary of the Condominium or the Managing Agent, stating that the provisions of Section 7.2 hereof have been met by a Residential Unit Owner or that the right of first refusal provided for therein has been duly released or waived by the Condominium Board and that, as a result thereof, the rights of the Condominium Board thereunder have terminated, shall be conclusive upon the Condominium Board and all Unit Owners in favor of all persons who rely upon such certificate in good faith. After the due issuance of such a certificate, the Unit to which the same shall relate, together with its Appurtenant Interests, may be sold, conveyed, or leased free and clear of the terms and conditions contained in Section 7.2 hereof. The Condominium Board shall furnish or cause the Managing Agent to furnish, without charge, upon written request such certificate to any Residential Unit Owner in respect to whom the provisions of Section 7.2 hereof have, in fact, been terminated. In no event, however, shall the right of first refusal described in Section 7.2 hereof be deemed released or waived by the Condominium Board (as opposed to satisfied pursuant to the express terms of Sections 7.2, 7.3 and 7.4 hereof) in the absence of a certificate that has been duly executed, acknlowledged and issued by the Condominium Board or the Managing Agent as aforesaid, or in the absence of notice to any non-purchasing tenant (as such term is defined in New York General Business Law § 352-eeee) occupying the Unit as to the name and address of the new Unit Owner.

(B) The terms and conditions contained in Section 7.2, 7.3 and 7.4 hereof shall not apply with respect to any sale, lease or conveyance of a Residential Unit, together with its Appurtenant Interests, by:

(i) the owner of such Unit to any of his adult Family Members, to any combination of the same, or to a trust for the benefit of any of them or, with respect to a Unit Owner that is not an individual, to any entity or individual that owns more than fifty (50%) percent of the legal and beneficial interest of such Unit Owner or to any entity with respect to which such Unit Owner (individual or otherwise) owns more than fifty (50%) percent of the legal and beneficial interest thereof;

(ii) Declarant or its designee, with respect to the Unsold Units;

(iii) the Condominium Board;

(iv) any proper officer conducting the sale of a Residential Unit in connection with the foreclosure of a mortgage or other lien covering such Unit or delivering a deed in lieu of such foreclosure; or

(v) any Permitted Mortgagee or his nominee, who has acquired title to any Residential Unit at any foreclosure sale of his Permitted Mortgage or by deed in lieu thereof delivered in a bona fide transaction,

provided, however, that each succeeding Residential Unit Owner shall be bound by, and his Unit shall continue to be subject to, all of the terms and conditions of this Article 7. In addition, the terms and conditions contained in Section 7.2 hereof shall in no event apply to a sale, lease or conveyance of all or a portion of the Commercial Unit, together with its Appurtenant Interest. The provision of the foregoing sentence may not be amended without the consent of the Commercial Unit Owner.

SECTION 7.6 *No Severance of Ownership.* No Unit Owner shall execute any deed or any other instrument conveying title to his Unit without including therein its Appurtenant Interests, it being the intention to prevent any severance of such combined ownership. Any deed or other instrument purporting to affect one or more such interests shall be taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, conveyed or otherwise disposed of, except as part of a sale, conveyance or other disposition of the Unit to which such interests are appurtenant or as part of a sale, conveyance or other disposition of such part of the Appurtenant Interests of all Units. Nothing contained in this Section 7.6, however, shall prohibit the lease of any Unit without the simultaneous lease of its Appurtenant Interests.

SECTION 7.7 *Payment of Common Charges.* No Residential Unit Owner shall be permitted to convey or lease his Unit unless he shall have paid in full to the Condominium Board all unpaid Common Charges and Special Assessments theretofore assessed against such Unit and shall have satisfied all unpaid liens, other than that of Permitted Mortgages, levied against such Unit.

SECTION 7.8 *Power of Attorney.* At the time of acquiring title to a Unit and as a condition thereof, the new Unit Owner shall duly execute, acknowledge and deliver to the representative of his title insurance company (or, if no such representative is present, to Declarant or its designee, or, if Declarant or its designee is not then the owner of any Unsold Unit, to the Condominium 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 as Exhibit E to the Declaration.

SECTION 7.9 *Gifts and Devises, Etc.* Any Unit Owner shall be free to convey or transfer his Unit, together with its Appurtenant Interests, by gift, or to devise the same by will or to have the same pass by intestacy, without restriction, provided, however, that each succeeding Unit Owner shall be bound by, and his Unit shall be subject to, the provisions of this Article 7.

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 Condominium Board with the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Condominium Board. Any Unit Owner who satisfies a mortgage covering his Unit shall so notify the Condominium Board and shall file a conformed copy of the satisfaction of mortgage with the Condominium Board. The Secretary of the Condominium shall maintain such information in a book entitled "Mortgages of Units".

SECTION 8.2 *Restrictions on Mortgaging.* (A) No Unit Owner shall be permitted to mortgage, pledge, or hypothecate his Unit unless and until he shall have paid in full to the Condominium Board all unpaid Common Charges and Special Assessments theretofore assessed against 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 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. The terms and conditions contained in this paragraph (C), however, shall not apply to any mortgage covering a Commercial Unit or a Professional Unit or the Garage/Parking Unit. The provisions of this paragraph (C) may not be amended without the consent of the Commercial Unit Owners and the Professional Unit Owners and the Garage/Parking Unit Owner.

SECTION 8.3 *Notice of Unpaid Common Charges and Default.* Whenever requested in writing by a Permitted Mortgagee, the Condominium Board shall promptly report to such Permitted Mortgagee any default by his mortgagor(s) in the payment of Common Charges or Special Assessments or in the observance or performance of any of the provisions of the Condominium Documents as to which the Condominium Board has knowledge then exists. The Condominium Board shall, when giving notice to a Unit Owner of any such default, also send a copy of such notice to his Permitted Mortgagee, if so requested. However, the Condominium Board shall have no liability for any failure, through oversight or negligence, in notifying a Permitted Mortgagee of any default by his mortgagor under the Condominium Documents, provided that (i) the Condominium Board shall advise such Permitted Mortgagee of the default promptly after discovering such failure and (ii) if the Condominium Board shall foreclose a lien on such mortgagor's Unit pursuant to the terms of Section 6.4 hereof by reason of such default, the Condominium Board shall pay to such Permitted Mortgagee any net proceeds of any foreclosure sale of such Unit or such lesser sum as shall be due and owing to such permitted Mortgagee.

SECTION 8.4 *Performance by Permitted Mortgagees.* Any sum of money to be paid or any act to be performed by a Unit Owner pursuant to the terms of the Condominium Documents may be paid or performed by his Permitted Mortgagee, and the Condominium Board shall accept such Permitted Mortgagee's payment or performance with the same force and effect as if the same were paid or performed by such Unit Owner.

SECTION 8.5 *Examination of Books.* Each Permitted Mortgagee shall be permitted to examine the books of account of the Condominium at reasonable times on business days, but not more frequently than once a month.

SECTION 8.6 *Consent of Mortgagees; Designation of Mortgage Representatives.* (A) Except as otherwise expressly provided for herein or in the Declaration, no consent or approval by any mortgagee shall be required with respect to any determination or act of the Condominium Board or any Unit Owner, provided, however, that nothing contained herein shall be deemed to limit or affect the rights of any mortgagee against his mortgagor. In the event that any such consent or approval shall be expressly required pursuant to the terms of the Declaration or these By-Laws, the decision of a majority of the Mortgage Representatives, if any are designated pursuant to the terms of paragraph (B) of this Section 8.6, shall be deemed binding upon the holders of all mortgages encumbering Units.

(B) The holders of Institutional Mortgages constituting a majority in principal amount of all Institutional Mortgages may, if they so elect, designate not more than three (3) Mortgage Representatives by giving written notice thereof to the Condominium Board, which Mortgage Representatives shall thereby be empowered to act as the representatives of the holders of all mortgages encumbering Units with respect to any matter requiring the consent or approval of mortgagees under the Declaration or these By-Laws. Any designation of a Mortgage Representative pursuant to the terms of this paragraph (B) shall be effective until any successor Mortgage Representative is designated pursuant to the terms hereof and written notice thereof is given to the Condominium Board. Unless otherwise required by Law, no holders of mortgages encumbering Units other than Permitted Mortgagees who hold Institutional Mortgages shall be entitled to participate in the designation of Mortgage Representatives, but all holders of mortgages encumbering Units shall be subject to all determinations made by the Mortgage Representatives pursuant to the terms of the Declaration or these By-Laws.

ARTICLE 9

CERTAIN REMEDIES

SECTION 9.1 *Self Help*. If any Unit Owner shall violate or breach any of the provisions of the Condominium Documents on his part to be observed or performed, including, without limitation, any breach of his obligation to paint, decorate, maintain, repair or replace his Unit or its appurtenant Limited Common Elements pursuant to the terms of Article 5 hereof, and shall fail to cure such violation or breach within five (5) days after receipt of written notice of the same from the Condominium Board, the Managing Agent, or any manager (or, with respect to any violation or breach of the same not reasonably susceptible to cure within such period, to commence such cure within such five (5) day period and, thereafter, to prosecute such cure with due diligence to completion), the Condominium Board shall have the right to enter such Unit Owner's Unit and/or its appurtenant Limited Common Elements and summarily to abate, remove or cure such violation or breach without thereby being deemed guilty or liable in any manner of trespass. In addition, if the Condominium Board shall determine that the abatement, removal or cure of any such violation or breach is immediately necessary for the preservation or safety of the Building or for the suspension of any necessary service in the Building, the Condominium Board may take such action immediately, without prior notice and without allowing the 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*. (A) If any Unit Owner shall violate or breach any of the provisions of the Condominium Documents on his part to be observed or performed, the Condominium Board shall have the right to enjoin, abate or remedy the continuance or repetition of any such violation or breach by appropriate proceedings brought either at law or in equity.

(B) The violation or breach of any of the terms of the Condominium Documents with respect to any rights, easements, privileges or licenses granted to Declarant or its designee shall give to Declarant or such designee the right to enjoin, abate or remedy the continuation or repetition of any such violation or breach by appropriate proceedings brought either at law or in equity.

SECTION 9.3 *Remedies Cumulative*. The remedies specifically granted to the Condominium Board or to Declarant or its designee in this Artricle 9 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 Condominium Board or Declarant or such designee, as the case may be. Further, 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 (i) the Condominium Board in connection with the abatement, enjoinment, removal or cure

of any violation, breach, or default committed by a Unit Owner pursuant to the terms of Section 9.1 or paragraph (A) of Section 9.2 hereof or (ii) Declarant in connection with any abatement, enjoinment or remedy of any violation or breach of the Condominium Documents pursuant to the terms of paragraph (B) of Section 9.2 hereof, shall be immediately payable by (a) in the event set forth in subparagraph (i) hereof, such Unit Owner to the Condominium Board or (b) in the event set forth in subparagraph (ii) hereof, the offending party (i.e., the Condominium Board or the Unit Owner) to Declarant or its designee, which amount shall, in either event, bear interest (to be computed from the date expended) at the rate of two (2%) percent per month (but in no event in excess of the maximum rate chargeable to such Unit Owner pursuant to Law). All sums payable by a Unit Owner to the Condominium Board pursuant to the terms of this Section 9.3 shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner.

ARTICLE 10

ARBITRATION

SECTION 10.1 *Procedure*. Any matter required or permitted to be determined by arbitration pursuant to the terms of the Condominium Documents shall be submitted for resolution by a single arbitrator in a proceeding held in the City of New York in accordance with the then existing rules of the American Arbitration Association or any succesor organization thereto. In the event that the American Arbitration Association shall not then be in existence and has no successor organization, any such arbitration shall be held in the City of New York before one arbitrator appointed, upon the application of any party, by any Justice of the highest court of appellate jurisdiction then located in the City of New York. The decision of the arbitrator so chosen shall be given within ten (10) days after the hearing on the matter is complete. Any arbitrator appointed or selected in connection with any arbitration to be conducted hereunder shall be a member of a law firm having at least five (5) members whose principal office is located in the City of New York.

SECTION 10.2 *Variation by Agreement*. The parties to any dispute required or permitted to be resolved by arbitration pursuant to the terms of the Condominium Documents may, by written agreement, vary any of the terms of Section 10.1 hereof with respect to the arbitration of such dispute or may agree to resolve their dispute in any manner, including, without limitation, the manner set forth in Section 3031 of the New York City Practice Law and Rules and known as "New York Simplified Procedure for Court Determination of Disputes".

SECTION 10.3 *Binding Effect*. The decision in any arbitration conducted pursuant to the terms of Sections 10.1 and 10.2 hereof shall be binding upon all of the parties thereto and may be entered in any court of appropriate jurisdiction. 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*. (A) The fees, costs and expenses of the arbitrator shall be borne by the losing party in the arbitration or, if the position of neither party to the dispute be substantially upheld by the arbitrator, such fees, costs and expenses shall be borne equally by the disputants. Each disputant shall also bear the fees and expenses of his counsel and expert witnesses.

(B) All costs and expenses paid or incurred by the Condominium Board in connection with any arbitration held hereunder, including, without limitation, the fees and expenses of counsel and expert witnesses, shall constitute Common Expenses.

ARTICLE 11

NOTICES

SECTION 11.1 *General.* All notices required or desired to be given hereunder shall be sent by registered or certified mail, return receipt requested, postage prepaid addressed:

(i) if to the Condominium Board, to the Condominium Board at its principal office as set forth in Section 1.5 hereof, with a photocopy sent to the Managing Agent (if any) at its principal office address as aforesaid;

(ii) if to a Unit Owner other than Declarant or its designee, to such Unit Owner at his address at the Property;

(iii) if to Declarant, Sponsor or its designee, to Declarant, Sponsor, or such designee % Mark Greenberg Real Estate Co, Inc., 8 Haven Avenue, Port Washington, N.Y. 11050 with a copy to Goldstick, Weinberger, Feldman, Alperstein, Rotenberg, Grossman & Barr, P.C., 261 Madison Avenue, New York, N.Y. 10016;

(iv) if to a Permitted Mortgagee, to such Permitted Mortgagee at its latest address designated in writing to the Condominium Board.

Any of the foregoing parties may change the address to which notices and/or copies of notices are to be sent, or may designate additional addresses for the giving of notice, by sending written notice to the other parties as aforesaid. All notices sent pursuant to the terms of this Section 11.1 shall be deemed given when deposited in a United States Postal Service depository located in the State of New York enclosed in a sealed, postage prepaid wrapper, provided, however, that notices of change of address, notices designating additional addresses and notices deposited in a United States Postal Service depository located outside of the State of New York shall be deemed to have been given when received.

SECTION 11.2 *Waiver of Service of Notice.* Whenever any notice is required to be given by Law or pursuant to the terms of the Condominium Documents, a waiver thereof in writing, signed by the Person or Persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE 12

AMENDMENTS TO BY-LAWS

SECTION 12.1 *General.* (A) Subject to the terms of paragraph (B) hereof and subject, further, to any provisions contained in the Declaration or these By-Laws with respect to any amendments (affecting or in favor of Sponsor or its designee, any Unsold Unit(s), the Professional Unit Owners, the Garage/Parking Unit Owner, the Commercial Unit Owners, such Units and/or any Permitted Mortgagee, any provision of these By-Laws may be amended, modified, added to, or deleted by the affirmative vote of not less than 66⅔% in number and aggregate Common Interests of all Unit Owners either taken at a duly constituted meeting thereof or given in writing without a meeting as provided in Section 4.10 hereof. Each duly adopted amendment, modification, addition or deletion hereof or hereto shall be effectuated in an instrument executed and recorded in the Register's Office by or on behalf of the Condominium Board as attorney-in-fact of all Unit Owners, which power-of-attorney shall be deemed irrevocable and coupled with an interest. Attached to each such instrument shall be an original, executed Secretary's Certification, certifying that the requisite number and percentage of Unit Owners approved the amendment, modification, addition or deletion set forth therin 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.

(B) Notwithstanding anything to the contrary contained in paragraph (A) hereof, but still subject to any provision contained in the Declaration or these By-Laws with respect to any amendment affecting or in favor of Declarant or its designee, any Unsold Unit, the Commercial Unit Owners, Professional Unit Owners, Garage/Parking Unit Owner, such Units and/or any Permitted Mortgagee:

(i) the Common Interest appurtenant to any Unit, as set forth in the Declaration, shall not be altered without the consent of the Unit Owner thereof, except as otherwise provided in paragraph (E) of Section 5.5 hereof;

(ii) no amendment, modification, addition or deletion agreed to pursuant to the terms of paragraph (A) hereof shall be effective without the prior written consent of the Mortgage Representatives, if any, provided, however, that no such consent shall be unreasonably withheld or delayed; and

(iii) the terms of Section 5.7 hereof may not be amended, modified, added to, or deleted unless (in addition to the consent, if required, of the Mortgage Representatives as provided above) not less than eighty (80%) percent in number and in aggregate Common Interests of all Unit Owners affected thereby shall approve such amendment, modification, addition or deletion in writing.

SECTION 12.2 *Special Amendments*. (A) Any amendment, modification, addition, or deletion of or to any of the provisions of these By-Laws that, pursuant to the terms of the Declaration or these By-Laws that may be effected by Declarant or its designee or the Commercial Unit Owners, Professional Unit Owners, or Garage/Parking Unit Owner without the consent of the Condominium Board or the Unit Owners shall be embodied in an instrument executed and recorded in the Register's Office by Declarant or such designee or such Unit Owner as attorney-in-fact of both the Condominium Board and all Unit Owners, which power-of-attorney shall be deemed to be irrevocable and coupled with an interest. Attached to each such instrument shall be an original, executed Certification by Declarant or such designee, or such Unit Owner certifying that the amendment, modification, addition or deletion set forth therein was effectuated by Declarant or such designee or the Commercial Unit Owner pursuant to the terms of the Declaration and/or these By-Laws, in which Certification there shall be set forth the Article and/or Section of the Declaration or these By-Laws pursuant to which the same was effectuated. No such amendment, modification, addition or deletion shall be effective unless and until such an instrument shall be duly recorded in the Register's Office.

(B) Notwithstanding any provision contained in the By-Laws to the contrary, no amendment, modification, addition or deletion of or to these By-Laws shall be effective in any respect against Declarant or its designee, any Unsold Unit, the Commercial Unit Owners, Professional Unit Owners, Garage/Parking Unit Owner, such Units, or the holder of any present or future mortgage, pledge lien, or security agreement covering any Unsold Unit or such enumerated Units unless and until the Declarant, such designee, such Unit Owner and/or such holder (as the case may be) shall consent to the same in writing.

(C) Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition, or deletion of or to Section 5.4 or 5.5, paragraph (B) of Section 6.2, subparagraph (iv) or (v) of paragraph (B) of Section 7.5 or Article 8 hereof shall be effective with respect to the holder of any Permitted Mortgage theretofore made unless and until such Permitted Mortgagee shall have given its written consent thereto.

(D) Whenever, pursuant to any provision of these By-Laws, the consent, approval, satisfaction or permission of Declarant or its designee or such other Unit Owner is required, the granting of such consent, approval, permission or acknowledgment of satisfaction shall be solely in the discretion of the party whose consent, approval, satisfaction or permission is required and no standard of reasonableness shall be imposed on such party.

ARTICLE 13

FURTHER ASSURANCES

SECTION 13.1 *General.* Any Person that is subject to the terms of these By-Laws, whether such Person is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member of the Condominium Board, an officer of the Condominium, or otherwise, shall, at the expense of any Person requesting the same, execute, acknowledge and deliver to such other Person such instruments, in addition to those specifically provided for herein, and take such other action as such other Person may reasonably request in order either to effectuate the provisions of these By-Laws or any transaction comtemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

SECTION 13.2 *Failure to Deliver or Act.* (A) If any Unit Owner or other Person that is subject to the terms of these By-Laws fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after request therefor, to take any action that such Unit Owner or Person is required to execute, acknowledge and deliver or to take pursuant to these By-Laws, then the Condominium Board is hereby authorized, as attorney-in-fact for such Unit Owner or other Person, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner or other Person, and such document or action shall be binding on such Unit Owner or other Person.

(B) If the Condominium Board, any Unit Owner, or other Person that is subject to the terms of these By-Laws fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after request therefor, to take any action that the Condominium Board, such Unit Owner, or Person is required to execute, acknowledge and deliver or to take pursuant to these By-Laws at the request of Declarant or its designee, then Declarant or its designee is hereby authorized, as attorney-in-fact for the Condominium Board, such Unit Owner, or other Person, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of the Condominium Board, such Unit Owner, or other Person, and such document or action shall be binding on the Condominium Board, such Unit Owner or other Person.

ARTICLE 14

MISCELLANEOUS

SECTION 14.1 *Inspection of Documents.* Copies of the Declaration, these By-Laws, the Rules and Regulations and the Floor Plans, as the same may be amended from time to time, shall be maintained at the office of the Condominium Board and shall be available for inspection by 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.

SECTION 14.4 *Severability.* If any provision of these By-Laws is invalid or unenforceable as against any Person or under certain circumstances, the remainder of these By-Laws and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of these By-Laws shall, except as otherwise provided herein, be valid and enforced to the fullest extent provided by Law.

SECTION 14.5 *Successors and Assigns*. The rights and/or obligations of Declarant as set forth herein shall inure to the benefit of, and shall be binding upon, any successor or assignee of Declarant or, with the consent of Declarant, any transferee of an Unsold Unit.

SECTION 14.6 *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 14.7 *Captions*. The index hereof and the captions herein inserted are included only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws or the intent of any provision hereof.

Addendum to the By-Laws of
THE PARK REGENT CONDOMINIUM

RULES AND REGULATIONS OF THE PARK REGENT CONDOMINIUM

1. The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Units. No vehicle belonging to a Unit Owner, to a Family Member of a Unit Owner, or to a guest, tenant, subtenant, licensee, invitee, employee or agent of a Unit Owner shall be parked in such a manner as to impede or prevent ready access to any entrance to, or exit from, the building by another vehicle.

2. No tricycles, bicycles, scooters, or similar vehicles shall be taken into or from the Building through the main entrance or shall be allowed in any of the elevators of the Building other than the elevator designated by the Condominium Board or the Managing Agent for such purpose, and no baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the public halls, passageways or other public areas of the Building.

3. All service and delivery persons will be required to use the service entrance or such other entrance of the Building designated by the Condominium Board. In addition, all messengers and tradespeople visiting the Building shall use the elevator designated by the Condominium Board or the Managing Agent for the purposes of ingress and egress, and shall not use any of the other elevators for any purpose.

4. Trunks and heavy baggage shall be taken in or out of the Building only by the elevator designated by the Condominium Board or the Managing Agent for that purpose and only through the service entrance.

5. 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.

6. The storage rooms of the Building shall be used by all Unit Owners, in common, only for the storage of trunks, bags, suitcases and packing cases, all of which shall be empty, and for the storage of such other articles as the Condominium Board, in its sole discretion, may determine. Supervision, management and control of the storing in and removal of a Unit Owner's property from the storage rooms is vested in the Condominium Board. The use of the storage rooms shall be at the sole risk of the Unit Owner or other person using the same, and the Condominium Board, its agents or the Managing Agent shall not be liable for any injury to person, loss by theft or otherwise, or damage to property, whether due to the negligence of the Condominium Board, its agents, the Managing Agent or otherwise.

7. The laundry and drying apparatus in the laundry room of the Building shall be used in such manner and at such times as the Condominium Board or the Managing Agent may direct. No clothes, sheets, blankets, laundry or other articles of any kind shall be hung on or out of a Unit or its appurtenant Limited Common Elements or shall be dried or aired on any open terrace.

8. No refuse from the Units shall be sent to the cellar of the Building, except at such times and in such manner as the Condominium Board or the Managing Agent may direct. Nothing shall be hung or shaken from any doors, windows or open terraces, 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.

9. There shall be no playing or lounging in the entrances, passsages, public halls, elevators, 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.

10. The Condominium Board or the Managing Agent may, from time to time, curtail or relocate any portion of the General Common Elements devoted to storage, recreation, or service purposes in the Building.

11. 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 Condominium 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 or Limited Common Elements any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Unit or Limited Common Elements.

12. There shall be no barbecuing in the Units, in their appurtenant Limited Common Elements, or in the General Common Elements, except for those areas (if any) specifically designated for barbecuing by the Condominium Board.

13. No Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from his Unit or its appurtenant Limited Common Elements or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a phonograph, radio, television set, or other loudspeaker in such Unit Owner's Unit between midnight and the following 8:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall any Unit Owner practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M. No construction, repair work, or other installation involving noise shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency.

14. No Residential Unit Owner shall install any plantings on any terrace without the prior written approval of the Condominium Board. Plantings shall be contained in boxes of wood, lined with metal or other materials impervious to dampness and standing on supports at least two inches from the terrace surface, and, if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet and flashing, with a floor of drainage tiles and suitabale weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such terrace, but shall stand on supports at least two inches above such surface. It shall be the responsibility of the Residential Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Such Residential Unit Owner shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings.

15. No group tour or exhibition of any Residential Unit or its contents shall be conducted, nor shall any auction sale be held in any Residential Unit, without the consent of the Condominium Board or the Managing Agent in each instance. In the event that any Residential or Professional Unit shall be used for home occupation or professional purposes in conformance with the Declaration and the By-Laws, no patients, clients, or other invitees shall be permitted to wait in any lobby, public hallway, or vestibule.

16. No window guards or other window decorations shall be used in or about any Residential or Professional Unit, except such as shall have been approved in writing by the Condominium Board or the Managing Agent, which approval shall not be unreasonably withheld or delayed. In no event, however, shall any exterior glass surfaces of any windows at the Property be colored or painted.

17. No ventilator or air-conditioning device shall be installed in any Residential or Professional Unit without the prior written approval of the Condominium Board, which approval may be granted or refused in the sole discretion of the Condominium Board.

18. No radio or television aerial shall be attached to or hung from the exterior of the Building, and no sign, notice, advertisement, or illumination (including, without limitation, "For Sale", "For Lease" or "For Rent" signs) shall be inscribed or exposed on or at any window or other part of the Building, except such as are permitted pursuant to the terms of the Declaration and/or the By-Laws or shall have been approved in writing by the Condominium Board or the Managing Agent. Nothing shall be projected from any window of a Residential or Professional Unit without similar approval.

19. 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.

20. 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.

21. Each Unit Owner shall keep his Unit and its appurtenant Limited Common Elements in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.

22. The agents of the Condominium Board or the Managing Agent, and any contractor or workmen authorized by the Condominium Board or the Managing Agent, may enter any room or Unit at any reasonable hour of the day, on at least 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.

23. The Condominium Board or the Managing Agent may retain a pass-key to each Residential and Profesional Unit. If any lock is altered or a new lock is installed, the Condominium Board or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Unit Owner is not personally present to open and permit entry to his Unit at any time when entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Condominium Board or the Managing Agent, then the Condominium Board or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Unit Owner's property).

24. If any key or keys are entrusted by a Unit Owner, by any Family Member thereof, or by his agent, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for such Unit Owner's Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Condominium Board nor the Managing Agent shall (except as provided in Rule 23 above) be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

25. 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.

26. 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.

27. Any consent or approval given under these Rules and Regulations may be amended, modified, added to, or repealed at any time by resolution of the Condominium Board. Further, any such consent or approval may, in the discretion of the Condominium Board or the Managing Agent, be conditional in nature.

28. Complaints regarding the service of the Condominium shall be made in writing to the Condominium Board or to the Managing Agent.

SECTION 352-eeee OF THE GENERAL BUSINESS LAW

Conversions to cooperative or condominium ownership in the city of New York. 1. As used in this section, the following words and terms shall have the following meanings:

(a) "Plan". Every offering statement or prospectus submitted to the department of law pursuant to section three hundred fifty-two-e of this article for the conversion of a building or group of buildings or development from residential rental status to cooperative or condominium ownership or other form of cooperative interest in realty, other than an offering statement or prospectus for such conversion pursuant to article two, eight or eleven of the private housing finance law.

(b) "Non-eviction plan". A plan which may not be declared effective until written purchase agreements have been executed and delivered for at least fifteen percent of all dwelling units in the building or group of buildings or development by bona fide tenants in occupancy or bona fide purchasers who represent that they intend that they or one or more members of their immediate family intend to occupy the unit when it becomes vacant. As to tenants who were in occupancy on the date a letter was issued by the attorney general acccepting the plan for filing, the purchase agreement shall be executed and delivered pursuant to an offering made in good faith without fraud and discriminatory repurchase agreements or other discriminatory inducements.

(c) "Eviction plan". A plan which, pursuant to the provisions of this section, can result in the eviction of a non-purchasing tenant by reason of the tenant failing to purchase pursuant thereto, and which may not be declared effective until at least fifty-one percent of the bona fide tenants in occupany of all dwelling units in the building or group of buildings or development on the date the offering statement or prospectus was accepted for filing by the attorney general (excluding, for the purposes of determining the number of bona fide tenants in occupancy on such date, eligible senior citizens and eligible disabled persons) shall have executed and delivered written agreements to purchase under the plan pursuant to an offering made in good faith without fraud and with no discriminatory repurchase agreements or other discriminatory inducements.

(d) "Purchaser under the plan". A person who owns the shares allocated to a dwelling unit or who owns such dwelling unit itself.

(e) "Non-purchasing tenant". A person who has not purchased under the plan and who is a tenant entitled to possession at the time the plan is declared effective or a person to whom a dwelling unit is rented subsequent to the effective date. A person who sublets a dwelling unit from a purchaser under the plan shall not be deemed a non-purchasing tenant.

(f) "Eligible senior citizens". Non-purchasing tenants who are sixty-two years of age or older on the date the attorney general has accepted the plan for filing, and the spouses of any such tenants on such date, and who have elected, within sixty days of the date the attorney general has accepted the plan for filing, on forms promulgated by the attorney general and presented to such tenants by the offeror, to become non-purchasing tenants under the provisions of this section; provided that such election shall not preclude any such tenant from subsequently purchasing the dwelling unit on the terms then offered to tenants in occupancy.

(g) "Eligible disabled persons". Non-purchasing tenants who have an impairment which results from anatomical, physiological or psychological conditions, other than addiction to alcohol, gambling, or any controlled substance, which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques, and which are expected to be permanent and which prevent the tenant from engaging in any substantial gainful employment on the date the attorney general has accepted the plan for filing, and the spouses of any such tenants on such date, and who have elected, within sixty days of the date the attorney general has accepted the plan for filing, on forms promulgated by the attorney general and presented to such tenants by the offeror, to become non-purchasing tenants under the

provisions of this section; provided, however, that if the disability first occurs after acceptance of the plan for filing, then such election may be made within sixty days following the onset of such disability unless during the period subsequent to sixty days following the acceptance of the plan for filing but prior to such election, the offeror accepts a written agreement to purchase the apartment from a bona fide purchaser; and provided further that such election shall not preclude any such tenant from subsequently purchasing the dwelling unit or the shares allocated thereto on the terms then offered to tenants in occupancy.

2. The attorney general shall refuse to issue a letter stating that the offering statement or prospectus required in subdivision one of section three hundred fifty-two-e of this chapter has been filed whenever it appears that the offering statement or prospectus offers for sale residential cooperative apartments or condominium units pursuant to a plan unless:

(a) The plan provides that it will be deemed abandoned, void and of no effect if it does not become effective within fifteen months from the date of issue of the letter of the attorney general stating that the offering statement or prospectus has been accepted for filing and, in the event of such abandonment, no new plan for the conversion of such building or group of buildings or development shall be submitted to the attorney general for at least twelve months after such abandonment.

(b) The plan provides either that it is an eviction plan or that it is a non-eviction plan.

(c) The plan provides, if it is a non-eviction plan, as follows:

(i) The plan may not be declared effecive until written purchase agreements have been executed and delivered for at least fifteen percent of all dwelling units in the building or group of buildings or development subscribed for by bona fide tenants in occupancy or bona fide purchasers who represent that they intend that they or one or more members of their immediate family occupy the dwelling unit when it becomes vacant. As to tenants who were in occupancy on the date a letter was issued by the attorney general accepting the plan for filing, the purchase agreement shall be executed and delivered pursuant to an offering made without discriminatory repurchase agreements or other discriminatory inducements.

(ii) No eviction proceedings will be commenced at any time against non-purchasing tenants for failure to purchase or any other reason applicable to expiration of tenancy; provided that such proceedings may be commenced for non-payment of rent, illegal use or occupancy of the premises, refusal of reasonable access to the owner or a similar breach by the non-purchasing tenant of his obligations to the owner of the dwelling unit or the shares allocated thereto; and provided further that an owner of a unit or of the shares allocated thereto may not commence an action to recover possession of a dwelling unit from a non-purchasing tenant on the grounds that he seeks the dwelling unit for the use and occupancy of himself or his family.

(iii) Non-purchasing tenants who reside in dwelling units subject to government regulation as to rentals and continued occupancy prior to the conversion of the building or group of buildings or development to cooperative or condominium ownership shall continue to be subject thereto.

(iv) The rentals of non-purchasing tenants who reside in dwelling units not subject to government regulation as to rentals and continued occupancy and non-purchasing tenants who reside in dwelling units with respect to which government regulation as to rentals and continued occupancy is eliminated or becomes inapplicable after the plan has been accepted for filing by the attorney general shall not be subject to unconscionable increases beyond ordinary rentals for comparable apartments during the period of their occupancy. In determining comparability, consideration shall be given to such factors as building services, level of maintenance and operating expenses.

(v) The plan may not be amended at any time to provide that it shall be an eviction plan.

(vi) The rights granted under the plan to purchasers under the plan and to non-purchasing tenants may not be abrogated or reduced notwithstanding any expiration of, or amendment to, this section.

(vii) After the issuance of the letter from the attorney general stating that the offering statement or prospectus required in subdivision one of section three hundred fifty-two-e of this article has been filed, the offeror shall, on the thirtieth, sixtieth, eighty-eighth and ninetieth day after such date and at least once every thirty days until the plan is declared effective or is abandoned, as the case may be, and on the second day before the expiration of any exclusive purchase period provided in a substantial amendment to the plan, (1) file with the attorney general a written statement, under oath, setting forth the percentage of the dwelling units in the building or group of buildings or development subscribed for by bona fide tenants in occupancy or bona fide purchasers who represent that they intend that they or one or more members of their immediate family occupy the dwelling unit when it becomes vacant as of the date of such statement and, (2) before noon on the day such statement is filed post a copy of such statement in a prominent place accessible to all tenants in each building covered by the plan.

(d) The plan provides, if it is an eviction plan, as follows:

(i) The plan may not be declared effective unless at least fifty-one percent of the bona fide tenants in occupancy of all dwelling units in the building or group of buildings or development on the date the offering statement or prospectus was accepted for filing by the attorney general (excluding, for the purposes of determining the number of bona fide tenants in occupancy on such date, eligible senior citizens and eligible disabled persons) shall have executed and delivered written agreements to purchase under the plan pursuant to an offering made in good faith without fraud and with no discriminatory repurchase agreements or other discriminatory inducements.

(ii) No eviction proceedings will be commenced against a non-purchasing tenant for failure to purchase or any other reason applicable to expiration of tenancy until the later to occur of (1) the date which is the expiration date provided in such non-purchasing tenant's lease or rental agreement, and (2) the date which is three years after the date on which the plan is declared effective. Non-purchasing tenants who reside in dwelling units subject to government regulation as to rentals and continued occupancy prior to conversion shall continue to be subject thereto during the period of occupancy provided in this paragraph. Thereafter, if a tenant has not purchased, he may be removed by the owner of the dwelling unit or the shares allocated to such dwelling unit.

(iii) No eviction proceedings will be commenced, except as hereinafter provided, at any time against either eligible senior citizens or eligible disabled persons. The rentals of eligible senior citizens and eligible disabled persons who reside in dwelling units not subject to government regulation as to rentals and continued occupancy and eligible senior citizens and eligible disabled persons who reside in dwelling units with respect to which government regulation as to rentals and continued occupancy is eliminated or becomes inapplicable after the plan has been accepted for filing shall not be subject to unconscionable increases beyond ordinary rentals for comparable apartments during the period of their occupancy considering, in determining comparability, such factors as building services, level of maintenance and operating expenses; provided that such proceedings may be commenced against such tenants for non-payment of rent, illegal use or occupancy of the premises, refusal of reasonable access to the owner or a similar breach by the tenant of his obligations to the owner of the dwelling unit or the shares allocated thereto.

(iv) Eligible senior citizens and eligible disabled persons who reside in dwelling units subject to government regulation as to rentals and continued occupancy shall continue to be subject thereto.

(v) The rights granted under the plan to eligible senior citizens and eligible disabled persons may not be abrogated or reduced notwithstanding any expiration of, or amendment to, this section.

(vi) Any offeror who disputes the election by a person to be an eligible senior citizen or an eligible disabled person must apply to the attorney general within thirty days after receipt of the election forms for a determination by the attorney general of such person's eligibility. The attorney general shall, within thirty days thereafter, issue his determination of eligibility. The foregoing shall, in the absence of fraud, be the sole method for determining a dispute as to whether a person is an eligible senior citizen or an eligible disabled person. The determination of the attorney general shall be reviewable only through a proceeding under article seventy-eight of the civil practice law and rules, which proceeding must be commenced within thirty days after such determination by the attorney general becomes final.

(vii) After the issuance of the letter from the attorney general stating that the offering statement or prospectus required in subdivision one of section three hundred fifty-two-e of this article has been accepted for filing, the offeror shall, on the thirtieth, sixtieth, eighty-eighth and ninetieth days after such date and at least once every thirty days until the plan is declared effective or abandoned, as the case may be, and on the second day before the expiration of any exclusive purchase period provided in a substantial amendment to the plan, (1) file with the attorney general a written statement, under oath, setting forth the percentage of bona fide tenants in occupancy of all dwelling units in the building or group of buildings or development on the date the offering statement or prospectus was accepted for filing by the attorney general who have executed and delivered written agreements to purchase under the plan as of the date of such statement, and (2) before noon on the day such statement is filed, post a copy of such statement in a prominent place accessible to all tenants in each building covered by the plan.

(viii) If the plan is amended before it is declared effective to provide that it shall be a non-eviction plan, any person who has agreed to purchase under the plan prior to such amendment shall have a period of thirty days after receiving written notice of such amendment to revoke his agreement to purchase under the plan.

(ix) The tenants in occupancy on the date the attorney general accepts the plan for filing shall have the exclusive right to purchase their dwelling units or the shares allocated thereto for ninety days after the plan is accepted for filing by the attorney general, during which time a tenant's dwelling unit shall not be shown to a third party unless he has, in writing, waived his right to purchase; subsequent to the expiration of such ninety day period, a tenant in occupancy of a dwelling unit who has not purchased shall be given the exclusive right for an additional period of six months from said expiration date to purchase said dwelling unit or the shares allocated thereto on the same terms and conditions as are contained in an executed contract to purchase said dwelling unit or shares entered into by a bona fide purchaser, such exclusive right to be exercisable within fifteen days from the date of mailing by registered mail of notice of the execution of a contract of sale together with a copy of said executed contract to said tenant.

(e) The attorney general finds that an excessive number of long-term vacancies did not exist on the date that the offering statement or prospectus was first submitted to the department of law. "Long-term vacancies" shall mean dwelling units not leased or occupied by bona fide tenants for more than five months prior to the date of such submission to the department of law. "Excessive" shall mean a vacancy rate in excess of the greater of (i) ten percent and (ii) a percentage that is double the normal average vacancy rate for the building or group of buildings or development for two years prior to the January preceding the date the offering statement or prospectus was first submitted to the department of law.

(f) The attorney general finds that, following the submission of the offering statement or prospectus to the department of law, each tenant in the building or group of buildings or development was provided with a written notice stating that such offering statement or prospectus has been submitted to the department of law for filing. Such notice shall be accompanied by a copy of the offering statement

or prospectus and a statement that the statements submitted pursuant to subparagraph (vii) of paragraph (c) or subparagraph (vii) of paragraph (d) of this subdivision, whichever is applicable, will be available for inspection and copying at the office of the department of law where the submission was made and at the office of the offeror or a selling agent of the offeror. Such notice shall also be accompanied by a statement that tenants or their representatives may physically inspect the premises at any time subsequent to the submission of the plan to the department of law, during normal business hours, upon written request made by them to the offeror, provided such representatives are registered architects or professional engineers licensed to practice in the state of New York. Such notice shall be sent to each tenant in occupancy on the date the plan is first submitted to the department of law.

3. All dwelling units occupied by non-purchasing tenants shall be managed by the same managing agent who manages all other dwelling units in the building or group of buildings or development. Such managing agent shall provide to non-purchasing tenants all services and facilities required by law on a non-discriminatory basis. The offeror shall guarantee the obligation of the managing agent to provide all such services and facilities until such time as the offeror surrenders control to the board of directors or board of managers.

4. It shall be unlawful for any person to engage in any course of conduct, including, but not limited to, interruption or discontinuance of essential services, which substantially interferes with or disturbs the comfort, repose, peace or quiet of any tenant in his use or occupancy of his dwelling unit or the facilities related thereto. The attorney general may apply to a court of competent jurisdiction for an order restraining such conduct and, if he deems it appropriate, an order restraining the owner from selling the shares allocated to the dwelling unit or the dwelling unit itself or from proceeding with the plan of conversion; provided that nothing contained herein shall be deemed to preclude the tenant from applying on his own behalf for similar relief.

5. Any local legislative body may adopt local laws and any agency, officer or public body may prescribe rules and regulations with respect to the continued occupancy by tenants of dwelling units which are subject to regulation as to rentals and continued occupancy pursuant to law, provided that in the event that any such local law, rule or regulation shall be inconsistent with the provisions of this section, the provisions of this section shall control.

6. Any provision of a lease or other rental agreement which purports to waive a tenant's rights under this section or rules and regulations promulgated pursuant hereto shall be void as contrary to public policy.

7. The provisions of this section shall only be applicable in the city of New York.

TITLE YYYY
COOPERATIVE AND CONDOMINIUM CONVERSIONS

§YYYY51-1.0 Application. The provisions of this title shall apply to conversions from rental to cooperative or condominium status of a building or a group of buildings or a development for which a plan must be filed with the state department of law pursuant to section three hundred fifty-two-eeee of the general business law.

§YYYY51-2.0 Definitions – As used in this title the following words shall mean:

a. "Building" – any building, group of buildings or development.

b. "Total Price" –

(1) with respect to cooperative conversions, the number of all shares in the offering multiplied by the last price per share which was offered to tenants in occupancy prior to the effective date of the plan regardless of number of sales made;

(2) with respect to condominium conversions, the sum of the cost of all units in the offering at the last price which was offered to tenants in occupancy prior to the effective date of the plan regardless of number of sales made.

c. "Capital replacement" – a building-wide replacement of a major component of any of the following systems:

(1) elevator;

(2) heating, ventilation and air conditioning;

(3) plumbing;

(4) wiring;

(5) windows; or a major structural replacement to the building; provided, however, that replacements made to cure code violations of record shall not be included.

d. "Offeror" – the offeror, his nominees, assignees and successors in interest.

§YYYY51-3.0 Establishment of reserve fund. – a. Within thirty days after the closing of a conversion pursuant to an offering plan the offeror shall establish and transfer to the cooperative corporation or condominium board of managers, a reserve fund to be used exclusively for making capital repairs, replacements and improvements necessary for the health and safety of the residents of such buildings. Such reserve fund shall be exclusive of any other funds required to be reserved under the plan or applicable law or regulation of the state attorney general.

except a fund for capital repairs, replacements and improvements substantially similar in purpose to and in an amount not less than the reserve fund mandated by this section. Such reserve fund also shall be exclusive of any working capital fund and shall not be subject to reduction for closing apportionments.

b. Such fund shall be established in an amount equal to either (i) three per cent of the total price or, (ii) (A) three per cent of the actual sales price of all cooperative shares or condominium units sold by the offeror at the time the plan is declared effective, provided, however, that if such amount is less than one per cent of the total price, then the fund shall be established as a minimum of one per cent of the total price; plus (B) supplemental contributions to be made by the offeror at a rate of three per cent of the actual sales price of cooperative shares or condominium units for each unit or its allocable shares held by the offeror and sold to bona fide purchasers subsequent to the effective date of the plan and within 5 years of the closing of the conversion pursuant to such plan notwithstanding that the total amount contributed may exceed three per cent of the total price; and provided, further, that if five years from thirty days after the closing of the conversion pursuant to such plan the total contributions by the offeror to the fund are less than three per cent of the total price the offeror shall pay the difference between the amount contributed and three per cent of the total price. Supplemental contributions shall be made within 30 days of each sale.

c. The contributions required pursuant to this section may be made earlier or in an amount greater than so provided. An offeror may claim and receive credit against the mandatory initial contribution to the reserve fund for the actual cost of capital replacements which he has begun after the plan is submitted for filing to the state department of law and before the plan is declared effective; provided, however, that any such replacements must be set forth in the plan together with their actual or estimated costs and further provided, that such credit shall not exceed the lesser of the actual cost of the capital replacements or one per cent of the total price.

d. Any building, construction of which was completed within three years prior to the closing of a conversion pursuant to an offering plan, shall be exempt from the requirements of this section.

§YYYYS1-4.0 Report on status of reserve fund. – The cooperative corporation or condominium board of managers shall report to shareholders and unit owners on a semi-annual basis with respect to all deposits into and withdrawals from the reserve fund mandated by section YYYYS1-3.0.

§YYYYS1-5.0 Posting of violations. – The offeror, not later than the thirtieth day following the acceptance of a plan for filing by the state department of law pursuant to section three hundred fifty-two-eeee of the general business law and until the closing of the conversion pursuant to such plan, shall post and maintain in a prominent place, accessible to all tenants in each building covered by the plan, a listing of all violations of record against such buildings as determined by the department of buildings and the department of housing preservation and development. All newly issued violations shall be posted within forty-eight hours of their issuance

and maintained as described above. The offeror may satisfy the requirements of this section by designating an agent on the premises with whom such listing shall be made available for inspection by the tenants.

§YYYY51-6.0 Report on condition of premises. – Where, pursuant to law or regulation of the state attorney general, an offeror is required to file a report with the state department of law describing the condition of the physical aspects of the premises to be converted and the surrounding neighborhood a copy of such report shall be submitted simultaneously to the commissioner of buildings.

§YYYY51-7.0 No waiver of rights. – Any provision purporting to waive the provisions of this title in any contract to purchase or agreement between an offeror and the cooperative corporation or the condominium board of managers pursuant to a conversion plan shall be void as against public policy.

§YYYY51-8.0 Criminal and civil penalties; enforcement. – a. Except as otherwise provided in subdivision b of this section, any person who knowingly violates or assists in the violation of any section of this title shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not less than one hundred nor more than one thousand dollars. Except as otherwise provided in subdivision b of this section, any person who violates or assists in the violation of any section of this title shall be subject to a civil penalty of one hundred dollars per day per unit for each day that a building is not in compliance with the provisions of such sections; provided, however, that such civil penalty shall not exceed one thousand dollars per unit.

b. Any person who knowingly violates or assists in the violation of section YYYY 51-3.0 shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not more than two times the amount required to be reserved by section YYYY 51-3.0 which was not so reserved. Any person who violates or assists in the violation of section YYYY51-3.0 shall also be subject to a civil penalty of one thousand dollars per day for each day that the reserve fund required by section YYYY51-3.0 is not established; provided, however, that such civil penalty shall not exceed the amount required to be reserved pursuant to section YYYY51-3.0.

c. In addition, any other action or proceeding in any court of competent jurisdiction that may be appropriate or necessary for the enforcement of the provisions of this title may be brought in the name of the city, including actions to secure permanent injunctions enjoining any acts or practices which constitute a violation of any provision of this title, mandating compliance with the provisions of this title or for such other relief as may be appropriate. In any such action or proceeding the city may apply to any court of competent jurisdiction, or to a judge or justice thereof, for a temporary restraining order or preliminary injunction enjoining and restraining all persons from violating any provision of this title, mandating compliance with the provisions of this title, or for such other relief as may be appropriate, until the hearing and determination of such action or proceeding and the entry of final judgment or order therein. The court, or judge or justice thereof, to whom such application is made, is hereby authorized forthwith to make any or all of the orders above specified, as may be required in such application, with or without

notice, and to make such other or further orders or directions as may be necessary to render the same effectual. No undertaking shall be required as a condition of the granting or issuing of such order, or by reason thereof.

d. Nothing contained in this section shall impair any rights, remedies or causes of action accrued or accruing to purchasers of cooperative shares or condominium units.

e. The department of housing preservation and development is empowered to enforce the provisions of this title.

§3. If any provision of this local law or the application of such provision to any person or circumstances shall be held invalid, the validity of the remainder of this local law and the applicability of such provision to any other person or circumstances shall not be affected thereby.

§4. This local law shall take effect February first nineteen hundred eighty-three and shall apply to all plans not yet accepted for filing by the state department of law pursuant to section three hundred fifty-two eeee of the general business law as of that date.

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CERTIFICATION OF SPONSOR AND SPONSOR'S PRINCIPALS PURSUANT TO SECTION 19 OF THE REGULATIONS ISSUED PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED.

New York State Department of Law
120 Broadway, 23rd Floor
New York, New York 10271

Att: Real Estate Financing Bureau

Re:

Park Regent Condominium
41-25 Kissena Boulevard
Flushing, New York
Name and Address of Property

We are the sponsors and the principals of sponsor of the condominium offering plan for the captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 19 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 all documents submitted hereafter by us which amend or supplement the offering plan will:

(1) set forth the detailed terms of the transaction and be complete, current and accurate;

(2) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(3) not omit any material fact;

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

(5) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

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

(7) not contain any representation or statement which is false, where I/we: (i) knew the truth; (ii) with reasonable effort could have known the truth; (iii) made no reasonable effort to ascertain the truth, or (iv) did not have knowledge concerning the representations or statements made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

FOUR SUNS FLUSHING JOINT VENTURE
NAME OF SPONSOR
By: Queens Stars and Satellite Co., Joint Venturer
By
David T. Goldstick, Partner
TITLE OR POSITION

SPONSOR'S PRINCIPALS:

By:
David T. Goldstick

1. Queens Stars and Satellite Co., Joint Venturer
By: -
Mark Greenberg
Aaron Wiegelman
Jack Weprin (Four Kings in Queens Co.)
Norman Buchbinder (Four Kings in Queens C.)
Zohar Ben-Dov (Four Kings in Queens Co./ The Bengal Co.)
Allen S. Greene (Four Kings in Queens Co./ The Bengal Co.)

Sworn to before me this
2nd day of March 1987
Notary Public

FORMS 3

JAKE ROSENBERG
Notary Public, State of New York
No. 31-3856359
Qualified in New York County
Commission Expires March 17, 1988

2. FLUSHING ESTATES ASSOCIATES, Joint Venturer
By:
Paul Goldin
Ronald Drucker
Ronald Schaffer

41-25 KISSENA BOULEVARD

ENGINEER'S CERTIFICATION

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

RE: 41-25 KISSENA BOULEVARD
QUEENS, NEW YORK

Ronald R. Erickson, being duly sworn, deposes and says:

I am a principal of Fan, Rongved and Erickson and a registered New York professional engineer.

The sponsor of the offering plan to convert the captioned property to condominium ownership retained our firm to prepare a report disclosing the condition of the property, the "Report". I visually inspected the property on March 4, 8, 9, 15, 16, 23, and April 21,1986 and prepared the Report dated May 5, 1986, a copy of which is intended to be incorporated into the offering plan so that prospective purchasers may rely on the Report.

I understand that we are responsible for complying with Article 23-A of the General Business Law and the regulation promulgated by the Department of Law in Part 19 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 and conducted the visual inspection referred to above with due diligence in order to form a basis for this certification. I certify that the report and all documents prepared by us disclose all the material facts which were then discernible from a visual inspection of the property. This certification is made for the benefit of all persons to whom this offer is made. I certify that the Report based on our visual inspection:

(i) sets forth in narrative form the physical condition of the entire property and is current and accurate as of the date of inspection;

(ii) in my professional opinion, affords potential investors, purchasers and participants an adequate basis upon which to found their judgement concerning the physical condition of the property;

(iii) does not omit any material fact;

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

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

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

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

(a) knew the truth;
(b) with reasonable effort could have known the truth;
(c) made no reasonable effort to ascertain the truth; or
(d) did not have knowledge concerning the representations or statement made.

(viii) it is to be understood that all aspects of the physical condition of the property cannot be determined by a visual inspection and that all statements contained in this certification are premised on and limited to such visual inspection.

I further certify that we are not owned or controlled by and have no beneficial interest in the Sponsor and that our compensation for preparing this Report is not contingent on the conversion of the property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warrnty o the physical condition of the property.

Sworn to before me
this 5th day of May 1986

ELAINE E. REID
Notary Public, State of New York
No. 24-4726812
Qualified in Kings County
Term Expires March 31, 1988

By: Ronald R. Erickson
Ronald R. Erickson, P.E.

Date: May 5, 1986

STATE OF NEW YORK
RONALD R. ERICKSON
LICENSED PROFESSIONAL ENGINEER

P R E T I U M
ASSOCIATES

Real Estate Consultants
[illegible] Street
Suite 903
New York, NY 10012
212 334-9005

CERTIFICATION BY EXPERT ON ADEQUACY OF BUDGET
PURSUANT TO SECTION 19 OF THE REGULATIONS
ISSUED PURSUANT TO GENERAL BUSINESS LAW
ARTICLE 23-A, AS AMENDED



New York State Department of Law
Two World Trade Center
New York, New York 10047

February 11, 1987

Re: 41-25 Kissena Boulevard
Flushing, New York

PRETIUM ASSOCIATES is licensed as a real estate brokerage firm in the State of New York. The partners of PRETIUM ASSOCIATES have projected budgets for proposed and existing cooperative and condominium properties in New York City and the New York metropolitan area since 1978. They have been engaged in management and sales in over fifty residential properties over the past twelve years, both while in the employ of major owner/developers and as principals of PRETIUM ASSOCIATES.

The Sponsor of the Condominium Offering Plan for the above captioned property retained this firm to review Schedule B containing projections of income and expenses for the first year of condominium operation.

We understand that we are responsible for complying with Article 23-A of the General Business law and the regulations promulgated by the Department of Law in Part 19 insofar as they are applicable to Schedule B.

We have reviewed/prepared the Schedule and investigated the facts set forth in the Schedule and the facts underlying it with due diligence in order to form a basis for this certification. We have also relied on our experience in managing residential buildings.

We certify that the projections in Schedule B appear reasonable and adequate based under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

We certify that the Schedule:

(i) Sets forth in detail the terms of the transaction as it related to the Schedule and is complete, current and accurate;

(ii) affords potential investors, purchasers, and participants an adequate basis upon which to found their judgement concerning the first year of condominium operation;

(iii) does not omit any material fact;

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

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

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

(vii) does not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representations made.

We further certify that we are not owned or controlled by the Sponsor. We understand that a copy of this certification is intended to be incorporated into the offering plan.

This Certification is made under penalty or perjury for the benefit of all persons to whom this offer is made. We understand that the violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

PRETIUM ASSOCIATES

By: _____
Anne E. Abbott, partner

Sworn to before me this 11

day of February, 1987.

_____
Notary Public

IVY STEELE
Notary Public, State of New York
No. 31-4852855
Qualified in New York County
Commission Expires Aug. 25, 1988