CONDOMINIUM OFFERING PLAN FOR THE SALE
OF UNITS IN A CONDOMINIUM TO BE KNOWN AS

BROOKLYN CLUB
condominium

East 80th Street between Avenues L and M
Brooklyn, New York 11236

TOTAL OFFERING	Section I	—	68 Residential Units; 34 Garage Units; 16 parking Spaces	($11,812,000)
	Section 11	—	32 Residential Units; 16 Garage Units; 31 Parking Spaces	($ 5,964,000)
	Section III	—	84 Residential Units; 42 Garage Units; 8 parking Spaces	($15,800,000)
	TOTAL	—	184 Residential Units; 92 Garage Units; 55 Parking Spaces	($33,576,000)

Sponsor and Selling Agent:

Sidan Realty Corp.
1402 East 64th Street
Brooklyn, New York 11234

Sponsor's Attorney:

Certilman Haft Lebow Balin Buckley & Kremer
805 Third Avenue
New York, New York 10022

The approximate date of the first offering to the public is June 15, 1987.
The offering plan may not be used after June 14, 1988, unless extended by amendment.

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

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

TABLE OF CONTENTS

PART I

		PAGE
	SPECIAL RISKS	(iii)
I	INTRODUCTION	1
II	DEFINITIONS	5
III	DESCRIPTION OF PROPERTY AND IMPROVEMENTS	6
IV	LOCATION AND AREA INFORMATION	14
V	SCHEDULE A - Prices of Units	16
VI	SCHEDULE B - Projected Budget For First Year of Condominium Operation	29
VII	SCHEDULE B-1 - Projected Budget For Individual Energy Costs	34
VIII	SCHEDULE C - Projected Budget of Homeowners Association	36
IX	CONSTRUCTION AND PERMANENT FINANCING PROCURED BY SPONSOR	38
X	CHANGES IN PRICES OF UNITS	38
XI	PROCEDURE TO PURCHASE	39
XII	EFFECTIVE DATE	41
XIII	CLOSING OF TITLE TO UNITS	43
XIV	CLOSING COSTS AND ADJUSTMENTS	45
XV	RIGHTS AND OBLIGATIONS OF SPONSOR	48
XVI	CONTROL BY SPONSOR	54
XVII	RIGHTS AND OBLIGATIONS OF UNIT OWNERS	56
XVIII	RIGHTS AND OBLIGATIONS OF BOARD OF MANAGERS SUMMARY OF DECLARATION AND BY-LAWS	63
XIX	TAXES - DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF CONDOMINIUM	72
	PARTIAL TAX EXEMPTION PROGRAM	72
XX	WORKING CAPITAL FUND AND RESERVE FUND	74
XXI	IDENTITY OF PARTIES	74
XXII	GENERAL	76

PART II

SCHEDULES

A	PLOT PLAN	77
B	DESCRIPTION OF PROPERTY (SPECIFICATIONS (AND BUILDING CONDITION)	79
C	UNIT DESCRIPTION	106
D	PURCHASE AGREEMENT	107

E FORM OF DEED..... 118
F DECLARATION OF CONDOMINIUM..... 121
G CONDOMINIUM BY-LAWS..... 134
H COUNSEL'S TAX OPINION..... 163
I CERTIFICATIONS
1. SPONSOR..... 166
2. SPONSOR'S ENGINEER (OR ARCHITECT)..... 168
3. SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET..... 170

SPECIAL RISKS

1. The Sponsor is currently completing construction of The Brook Club Condominium, a Community consisting of 184 Residential Units on three (3) Sections. While the Sponsor presently intends to construct and include a total of 184 Residential Units in The Brook Club Condominium, it reserves the option to include only the 68 Residential Units in Section I or the 100 Residential Units in Sections I and II in the Condominium. In the event the Sponsor elects to include less than three Sections in the Community, it will give notice to all purchasers of Units by duly filed amendment to this Offering Plan within fifteen (15) months after the initial offering date of this Offering Plan and, in any event, prior to declaring the Offering Plan effective. See "Sponsor's Option to Reduce the Size of the Community and Future Development" at page 9 of the Plan.

2. The Sponsor has retained control over certain expenditures and fiscal actions of the Board of Managers so long as the Sponsor or its designee shall continue to own Units representing 25% or more in common interest, or until three (3) years after the closing of title to the first Unit, whichever shall first occur. For further details, see page 55. In addition, the Sponsor will have voting control of the Board of Managers until the earlier of (a) two (2) years from the date of closing of title to the first Unit, (b) one (1) year from the date of conveyance of title to 51% of the Residential Units or (c) thirty (30) days from the date of closing of title to the last Residential Unit. For further details, see page 54.

3. The provision of the Declaration and By-Laws which requires written consent of the Board of Managers prior to a Unit Owner making an alteration that would impair the structural soundness of the Building containing the Unit does not apply to the Sponsor. See Article Seventeenth of Schedule F and Article VIII of Schedule G.

THE BROOK CLUB CONDOMINIUM

PLAN OF CONDOMINIUM OWNERSHIP

I. INTRODUCTION

Sidan Realty Corp., a New York corporation (the "Sponsor" or "Developer"), pursuant to this Offering Plan is offering for sale one hundred eighty-four (184) residential condominium units (the "Residential Units") and ninety-two (92) garage spaces (the "Garage Units"), being constructed at the southwest corner of East 80th Street and Paerdegat 8th Street and the southwest corner of East 82nd Street and Avenue L in the Canarsie section of Brooklyn, New York (the "Property"), as a condominium to be known as The Brook Club Condominium. See "Sponsor's Option to Reduce the Size of the Community and Future Development" at page 9, however, for a description of the Sponsor's right to build as few as sixty-eight (68) Residential Units and thirty-four (34) Garage Units. The purpose of the Plan is to set forth all the terms of the offer for the benefit of prospective purchasers. The land and all improvements to be erected thereon are hereinafter referred to as the "Community"* or the "Condominium".

Title to the Property comprising approximately 3.165 acres upon which the Sponsor presently intends to construct a maximum of one hundred eighty-four (184) Residential Units and ninety-two (92) Garage Units, is owned in fee simple by Sidan Realty Corp., the Sponsor, which acquired title in September, 1986. The Property is not presently encumbered by any mortgages. While the Sponsor reserves the right to place one or more mortgages on the Property, the Sponsor will be obligated to satisfy or release a Unit and its appurtenant interest in the Common Elements from all mortgage liens, other than any purchase money mortgage taken by the purchaser, before closing of title to the Unit.

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

The prices for the Units are set forth in Schedule A at page 16. THESE PRICES HAVE BEEN SET BY THE SPONSOR ALONE AND ARE NOT SUBJECT TO REVIEW OR APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENTAL AGENCY.

---

* The Term "Community" as used herein is equivalent in meaning to the term "Condominium" as same is used in Article 9-B of the Real Property Law.

Parts I and II of the Offering Plan together with Parts A, B, and C of the Exhibits constitute the entire offering by the Sponsor. Copies of the Plan and Parts A, B, and C of the Exhibits will be available for inspection by prospective purchasers without charge at the office of the Sponsor and at the condominium site whenever the on site sales office is open.

As in the ownership of a private one-family home, the purchaser of a Residential Unit (the "Residential Unit Owner") owns his Residential Unit in fee simple absolute and is entitled to exclusive possession of his Residential Unit. Each purchaser will also own an undivided interest in and right to use the Common Elements and an exclusive right to use the Limited Common Elements that pertain to his Residential Unit. See page 3 of the Declaration as to what constitutes Limited Common Elements. All Residential Unit Owners will own in common all exterior walls, roofs and all of the land and improvements located outside of the Residential Units.

The Community will consist of seven (7) three story buildings with cellars (the "Buildings"). Each Building is divided into two (2) or more building sections. There will be a two (2) car garage located in the cellar of every building section. Each garage will contain two (2) Garage Units which are separate condominium Units. The Sponsor is also providing fifty-five (55) exterior parking spaces at the Property. The parking spaces will not be condominium Units, but each parking space will be a Limited Common Element, the use of which is irrevocably restricted to a Residential Unit Owner. Only a purchaser of a Residential Unit is being offered the right to purchase a Garage Unit or a parking space. Garage Units and parking spaces are being offered on a first come-first served basis. If a Unit purchaser elects to purchase a parking space, the price of his Unit will be increased by $8,000 and the percentage of common interest allocated to such Unit will be increased by the percentage of common interest for a parking space listed in Schedule A. If any parking spaces have not been sold on the date the Declaration is recorded, the Sponsor will allocate such unsold spaces among the unsold Units and will amend the Offering Plan to disclose how such unsold parking spaces have been allocated. The Sponsor will have the right to allocate more than one (1) unsold parking space to one (1) unsold Unit. The Sponsor will also have the right to reallocate unsold parking spaces among the unsold Units after the Declaration is recorded by amending the Plan and the Declaration without the consent of the Unit Owners.

The Sponsor is also constructing an exterior swimming pool and recreation building on the Property. Each Unit Owner will automatically be a member of The Brook Club Fitness Center with sauna, showers and lockers. There is no additional charge for such membership.

The Building Plans prepared by DiFiore, Giacobbe & Associates, Registered Architects, to be filed with the City of New York will not be changed so as to materially adversely affect the purchaser. The Condominium will comply with all statutes and regula-

tions applicable to condominiums in the State of New York. Construction of the Units has commenced and closings to the Units are expected to commence by approximately January 1, 1989 barring any strikes, acts of God or other unforeseen delays beyond the reasonable control of the Sponsor. The first year of condominium operation is expected to commence on January 1, 1989.

The Residential Unit basically includes the sheetrock and air space between the sheetrock of the Unit. For a detailed description of the Unit to be conveyed see Schedule F, Article Third in Part II of the Plan.

The Common Elements include without limitation, the swimming pool, recreation building, utility rooms, the external walls, space between floors and roofs of the Buildings as well as all of the land, court yards, walks and grass areas. For a detailed description of the Common Elements see Schedule F, Article Fourth and Fifth in Part II of the Plan.

A Unit Owner is required to pay monthly Common Charges assessed by the Board of Managers for the operation and maintenance of the Condominium pursuant to Sections 339(i)and (m) of the New York Condominium Act. Percentage of common interest is based on the Sponsor's analysis of the floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit pursuant to Real Property Law §339(i)(l)(iv). Common Charges have been estimated by the Sponsor and include fire and liability insurance for the Units and Common Elements, landscape maintenance and maintenance and operation of the Common Elements. Common Charges exclude repair and decoration to the inside of a Unit, electricity and gas for each Residential Unit and insurance for personal belongings. See Article VI of Schedule G in Part II of the Plan.

Other than as set forth herein, there are no restrictions upon ownership of a Unit. Occupancy of a Residential Unit, however, may only be for residential purposes or professional use, as permitted by law. Residential Units can be sold or leased by a Unit Owner, provided that he is not in arrears in the payment of Common Charges (except where the payment of such unpaid Common Charges is paid by the grantee or provided for out of the proceeds of the sale). Garage Units may only be sold to purchasers of Residential Units. The sale or rental of a Unit is subject to a right of first refusal in favor of the Board of Managers. A purchaser is free to make a gift of his Unit to anyone during his lifetime or to devise his Unit by will, or to have it pass by intestacy without any restriction. No Unit can be sold without a simultaneous sale of the undivided interest in the Common Elements appurtenant to such Unit. No Residential Unit can be sold without a simultaneous sale of the Unit Owner's Garage Unit, if any.

The Unit Owner may mortgage his Unit at any time after he acquires title to the Unit in whatever amount and under whatever terms he can obtain, provided that the mortgage loan can only be taken from a bank, savings and loan association, life insurance company, pension fund, trust company or other institutional lender. Any Unit Owner may, however, upon the resale of his Unit, grant a purchase money mortgage to a purchaser of his Unit. A Unit Owner may mortgage his Unit only if all arrears for Common Charges, if any, are provided for at the closing of the mortgage.

Primary responsibility for operating the Condominium rests with the Board of Managers who are elected by the Unit Owners. See Schedule G, Article III in Part II of the Plan. For information concerning Sponsor's initial control of the Board of Managers, see page 54.

Each Unit Owner, upon obtaining title, will automatically have one vote at all meetings of the Unit Owners for each of the Residential Units owned by him.

The Units may be purchased for all cash, or may be purchased partly for cash and the balance of the purchase price financed by mortgage loan. The Sponsor makes no representation as to the availability or cost of any financing that may be required by a purchaser, and the Sponsor will provide none. However, the Sponsor will apply for approval of the project from the Federal National Mortgage Association. See "Construction and Permanent Financing Provided by Sponsor" at page 38 for details. If a purchaser of a Unit requires mortgage financing, the Purchase Agreement will be conditional upon such purchaser obtaining a commitment from a lending institution of his own choosing. See page 41 for details regarding the financing contingency. Any mortgage lien given by a purchaser to a lender will be governed by the New York State Condominium Act. No Unit is subject to the lien of a mortgage on any other Unit.

Each Unit will be taxed separately for real estate tax purposes and, therefore, no Unit Owner is liable for the payment of real estate taxes on any other Unit. In the opinion of Counsel, a Residential Unit Owner is presently entitled to deductions for income tax purposes for his payments for real estate taxes and interest on the mortgage of his Unit, subject to certain restrictions discussed in the Counsel's Tax Opinion in Part II of the Plan. Fire and liability insurance covering the Common Elements and water and sewer charges covering the entire Community, are included with other items as part of Common Charges, but fire and liability insurance for the purchaser's personal effects and the interior of the Unit should be carried by the individual purchaser. Each Unit Owner is responsible for the cost of his or her own interior repairs and the decoration of his Unit after closing.

There are no restrictions on who may purchase a Unit in the Community except that this offer is made only to persons over eighteen (18) years of age.

THE PURCHASE OF A CONDOMINIUM HAS MANY SIGNIFICANT LEGAL AND FINANCIAL CONSEQUENCES AND MAY BE ONE OF THE MOST IMPORTANT FINANCIAL TRANSACTIONS OF YOUR LIFE. THE ATTORNEY GENERAL STRONGLY URGES YOU TO READ THIS OFFERING PLAN CAREFULLY AND TO CONSULT WITH AN ATTORNEY BEFORE SIGNING AN AGREEMENT TO PURCHASE A CONDOMINIUM.

II. DEFINITIONS

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

1. "Condominium" - The Brook Club Condominium which is composed of the Unit Owners.

2. "Units" or "Residential Units" - As used herein is equivalent to the term "Units" as used in Article 9-B of the Real Property Law.

3. "Community" - As used herein is equivalent in meaning to the term "Condominium" as same is used in Article 9-B of the Real Property Law.

4. "Development" - The entire Project including a a maximum number of 184 Residential Units.

5. "Unit Owner" - The owner of each Unit in the Community.

6. "Common Elements" - The Common Elements of the Community will consist of all of the Community, except the Units, including, but without limitation, the swimming pool, recreation building, outside walls and roofs of the Buildings, the land, buildings and improvements (other than the Units) comprising the Community (including the land under the Units and under the improvements), utility rooms, all utility or other pipes and material located outside of the Units, grass areas and walks.

7. "Limited Common Elements" - The portions of the Common Elements that are irrevocably restricted in use to specified Unit Owners.

8. "Common Interest" - The proportionate, undivided interest each Unit Owner has in the Common Elements.

9. "Common Charges" - Each Unit's proportionate share of the common expenses in accordance with its common interest.

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

11. "Declaration" - The instrument by which the property is submitted to the provisions of the Condominium Act, and such instrument as from time to time amended, consistent with the provisions of the Condominium Act and of the By-Laws.

12. "Board of Managers" - The governing body of the Condominium responsible for its affairs.

III. DESCRIPTION OF PROPERTY AND IMPROVEMENTS

Locations, Acreage and Zoning

The Community consists of two (2) adjacent parcels in Brooklyn, New York. One parcel is located at the southwest corner of East 80th Street and Paerdegat 8th Street. The other parcel is at the southwest corner of East 82nd Street and Avenue L. The immediate area is zoned R-5 which permits the construction of the Community. The Condominium will consist of approximately 3.165 acres (Sections I, II and III) if all one hundred eighty-four (184) Residential Units are built, approximately 1.788 acres (Sections I and II) if only one hundred (100) Residential Units are built and approximately 1.097 acres (Section I) if only sixty-eight (68) Residential Units are built. While the Sponsor presently intends to include Sections I, II and III in the Community, and the provisions of this Offering Plan reflect this intention, the Sponsor reserves the right, at its sole option, to include only Section I or Sections I and II in the Community. See "Sponsor's Option to Reduce the Size of the Community and Future Development" at page 9.

Topographical Features

The land consists of relatively flat terrain.

Improvements - General Description

The Community will consist of one hundred eighty-four (184) Residential Units located in seven (7) Buildings divided into forty-six (46) building sections. There are three (3) types of building sections which are described below. Each building section contains four (4) Residential Units and two (2) Garage Units.

Type A

A Type A building section consists of Model A-1, A-2, A-3 and A-4 Units. Model A-1 Units, located on the cellar floor, are one-bedroom Units of approximately 432 square feet with a living room, kitchenette and full bathroom. Model A-2 Units, located on the first floor, are two-bedroom Units of approximately 931 square feet with a living/dining room, kitchen, porch, laundry closet and two full bathrooms. Model A-3 Units, located on the second floor, are three-bedroom Units of approximately 1,063 square feet with a living/dining room with a porch, kitchen, porch, laundry closet and two full bathrooms. Model A-4 Units are located on the third floor. They are the same size as Model A-3 units, but contain two bedrooms.

Type B

A Type B building section consists of Model B-1, B-2, B-3 and B-4 Units. Model B-1 Units, located on the cellar floor, are one-bedroom Units of approximately 425 square feet with a living room, kitchenette and full bathroom. Model B-2 Units are two-bedroom Units located on the first floor of approximately 937 square feet with a living/dining room, kitchen, porch, laundry closet and two full bathrooms. Model B-3 Units, located on the second floor, are three-bedroom Units of approximately 1,065 square feet with a living/dining room with porch, kitchen, porch, laundry closet and two full bathrooms. Model B-4 Units, located on the third floor, are two-bedroom Units with a living/dining room with porch, kitchen, laundry closet and two full bathrooms.

Type C

A Type C building section consists of Model C-1, C-2, C-3 and C-4 Units. Model C-1 Units, located on the cellar floor, are studios or approximately 605 square feet with a living room, kitchenette and full bathroom. Model C-2 Units, located on the first floor, are two-bedroom Units of approximately 899 square feet with a living/dining room, kitchen, porch, laundry closet and two full bathrooms. Model C-3 and C-4 Units, located on the second and third floors, are two-bedroom Units of approximately 1,001 square feet with a living/dining room with a porch, kitchen, porch, laundry closet and two full bathrooms.

Each building section contains two Garage Units located in the cellar, both of which are being offered for purchase on a first come-first served basis to the purchasers of Residential Units. No Garage Unit may be used for business purposes and no flammable materials can be stored in a Garage Unit.

Each Residential Unit Owner will be entitled to the irrevocable exclusive use of any porch or balcony to which there is direct access from the interior of his Unit.

The Development will also contain an exterior pool and recreation building. Each Residential Unit Owner will automatically be a member of The Brook Club Fitness Center at no additional charge and will have use of the pool, showers, sauna and lockers.

The Building Plans have been filed with the Building Department of the City of New York and are available for inspection at the Sponsor's office.

The Units, the Buildings containing them and all other improvements will comply with all applicable rules, regulations, laws, and other requirements of all governmental authorities having jurisdiction thereof, including those governing zoning and construction, and the Sponsor and all other persons engaged by the Sponsor in connection with this Plan have complied and will comply with all applicable laws, rules and regulations and other governmental requirements pertaining thereto. Construction of the Community will comply with the Building Code of the City of New York. Before the closing of title to a Residential Unit, a temporary or permanent Certificate of Occupancy will be issued for such Unit or the Building in which it is located. At the time of the first closing of title to a Residential Unit, the construction of all Units in that Building will have been partially or substantially completed. Landscaping for the Community and construction of the pool and recreation building will be completed before the time of closing of title to the last Unit or within two years after the recording of the Declaration, whichever is earlier. However, landscaping for an individual building will be completed no later than one year from the conveyance of title to the first Residential Unit within the building.

Construction Data for Units and Common Elements

The Units and Common Elements will be constructed substantially in the manner set forth in the Building Plans drawn by Di Fiore, Giacobbe & Associates, Registered Architects, to be filed with the City of New York and any amendments thereto, which Plans will not be changed so as to materially adversely affect the Unit Owners. For a detailed description see Schedule 8 in Part II of the Plan.

Construction of the Units is expected to commence shortly and completion and closing of title to the first Units is expected to commence in January, 1989 barring any strikes, material shortages, acts of God or other unforeseen delays beyond the control of the Sponsor.

Easements

Each Unit Owner will have an easement in common with all other Unit Owners for the use, maintenance and repair of all pipes, wires, conduits and public utility lines located in the Common Elements or located in other Units and servicing his Unit. Further, each Unit Owner will have an easement for the continuance of any encroachment by his Unit on any adjoining Unit or Common Element now existing or which may come into existence hereafter as a result of the settling of the Units or repair or alteration of the Unit by the Board of Managers, after damage by fire or other casualty or as a result of condemnation or eminent domain proceeding, or by reason of an alteration made by the Board to the common elements so that any such encroachment may remain undisturbed so long as the Unit stands. Each Unit will be subject to such encroachments and easements in favor of all other Units. The Board of Managers, its agents and employees shall have a right of access to the Units and the common elements (irrespective of the restricted nature of such common element) to inspect, maintain or repair the Common Elements or to make repairs to the Unit to prevent damage to the Common Elements or any other Unit.

Allocation of Common Interest

The common interest of the Condominium establishes the Unit Owner's percentage of ownership in the Common Elements and percentage of liability for the payment of Common Charges. Each Unit Owner has the percentage of common interest in the Condominium set forth on Schedule A. Such allocation has been made by the Sponsor pursuant to Real Property Law §339(i)(1)(iv) 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. If the purchaser of a Unit desires to have the irrevocable exclusive use of an exterior parking space, the percentage of common interest allocated to his Unit will be increased by the percentage of common interest for a parking space listed on Schedule A.

Sponsor's Option to Reduce the Size of the Community and Future Development

Although the Sponsor presently intends to construct one hundred eighty-four (184) Residential Units, ninety-two (92) Garage Units and fifty-five (55) exterior parking spaces in The Brook Club Condominium, it has the option to limit the development and size of the Community to one hundred (100) Residential Units, fifty (50) Garage Units and forty-seven (47) exterior parking spaces if Sections I and II are included or sixty-eight (68) Residential Units, thirty-four (34) Garage Units and sixteen (16) exterior parking spaces if only Section I is included. In any event the Sponsor will be obligated to complete the construction of the pool and recreation building. If the Sponsor elects to include less than three Sections in the Condominium, then the land encompassing

the Community will be such land as is delineated as Section I or Section I and II on the Plot Plan annexed hereto as Schedule A. In the event the Sponsor elects to include less than three Sections in this Community, it will give notice to all purchasers of Units by duly filed amendment to this Offering Plan within fifteen (15) months after the initial offering date of this Offering Plan and, in any event, prior to declaring the Offering Plan effective.

The common interest appurtenant to each Unit, as well as the estimated carrying charges on each Unit, based upon the construction of the Community as including three (3) Sections or such Sections as the Sponsor determines to include, are set forth on Schedule A. In the event the Sponsor elects to construct fewer than three (3) Sections as part of this Condominium, then the Declaration as recorded will omit all references to the land and improvements, including the Unit, contained in those Sections which have not been included in this Condominium.

In the event the Sponsor elects to include fewer than three (3) Sections in the Condomimium, then all Purchase Agreements covering Units in those Sections not included will be automatically deemed cancelled and the purchasers involved will receive a full refund of their down payment monies, together with interest, if any, earned thereon. However, any such purchaser will have the exclusive right to purchase a comparable unsold Unit for which there is no outstanding Purchase Agreement in the Section(s) included in the Condominium at the then current offering price. If such purchaser does not submit an executed Purchase Agreement to the Sponsor or Selling Agent within ten (10) days after the presentation date of the amendment reducing the size of the Condominium, he or she will have no further exclusive right to purchase a Unit.

Thus, if the Sponsor determines not to include three (3) Sections in this Condominium, then:

(a) The Community will consist of such number of Residential Units (and related Garage Units and parking spaces) as are located in Section I or Sections I and II of the Community;

(b) All Purchase Agreements covering Units in the excluded Section(s) will be automatically deemed cancelled and the purchasers involved will receive a full refund of their down payment monies, together with interest, if any, earned thereon;

(c) A purchaser whose Purchase Agreement is cancelled pursuant to subparagraph (b) above will have the exclusive right to purchase a comparable unsold Unit in a Section included in the Condominium for ten (10) days at the then current offering price;

(d) The Common Interest appurtenant to each Unit and the estimated Common Charges set forth in Schedule B will be those described in the appropriate Section(s) encompassed in the Condominium only; and

(e) All references to Section(s) not included in the Community will be deleted in this Offering Plan, the Declaration and By-Laws.

In the event the Sponsor elects to include fewer than three (3) Sections in the Community, it will organize The Brook Club Homeowners Association, Inc. (the Assocation") to maintain the sanitary and storm sewer lines in, on or under the Condominium, the swimming pool, the recreation building and the property in those Sections excluded from the Condominium (the "Phase II Property"). The Sponsor will amend the Plan to disclose the offering of mandatory membership interests in the Association. Such amendment will contain a copy of the Declaration of Covenants, Restrictions, Easements, Charges and Liens, Association By-Laws and the Certificate of Incorporation of the Association.

A. Homeowners Association

The Sponsor will organize the Association under the New York Not-for-Profit Corporation Law. Upon the sale and conveyance of a Unit by the Sponsor, the purchaser thereof will automatically become a member of the Association. The cost of membership in the Association is included in the offering price of a Unit.

While it is the Sponsor's present intention to construct additional Units on the Phase II Property, the Sponsor reserves the right for itself, its transferees and successors in interest to develop such property as one or more Condominiums, rental projects, or any mixture thereof or to develop such property for any other legally permissible purpose. The Sponsor shall have the right to provide and make available membership in the Association to Purchasers of residential Units on the Phase II Property.

B. Declaration of Covenants, Restrictions, Easements, Charges and Liens

If the Sponsor elects to reduce the size of the Community to include less than three (3) Sections, prior to closing title to the first Unit in the Condominium, the Sponsor will file a Declaration of Covenants, Restrictions, Easements, Charges and Liens, together with the By-Laws annexed to and made a part thereof, with the office of the New York City Register, Kings County (the "Declaration of Covenants"). This Declaration of Covenants provides the framework and procedures by which the Association will maintain said sanitary and storm sewer lines and manage and control the recreation building and the swimming pool.

C. Management and Operation of the Association

The affairs of the Association will be governed by a Board of Directors consisting of nine members, each of whom, other than those designated or elected by the Sponsor, must be either a Member of the Association or a lessee of a Member. As explained below, the Sponsor will have the right to control the Association's Board of Directors during its first three or four years of operations.

At the first annual meeting the membership will elect nine Directors to serve for a one year term. Cumulative voting is employed in the election of Directors. Each voting Member is entitled to cast as many votes as equal the number of Directors to be elected and a Member may cast all of such votes for a single Director or may distribute them among two or more of them as he sees fit.

Notwithstanding the foregoing, the Sponsor has the right to designate a majority of Directors at any annual meeting of the Association Members until the fourth anniversary date of the filing of the Declaration of Covenants, unless, prior to the said fourth anniversary date it has conveyed title to 75% or more of the total number of Residential Units planned for inclusion in the Development, in which case the Sponsor's right to designate a majority of Directors will expire on the third anniversary date of the filing of said Declaration of Covenants. Thereafter, the Sponsor will have the right to designate at least four Directors for so long as it holds less than 75%, but more than 35% of the membership, at least three Directors for so long as it holds less than 35%, but more than 10% of the memberships and at least one Director for so long as it holds one or more original memberships.

So long as the Sponsor continues to hold 25 or more Class C Memberships in the Association as described below, the Declaration of Covenants provides that the Sponsor's prior written consent will be required in order to amend either the Declaration of Covenants or the Association's By-Laws, and, if the resulting cumulative financial cost to the Association for the year, inclusive of any resulting deficiency or liability, would exceed 10% of the Association's prior year's operating budget, to take any action to (a) make capital additions or improvements; (b) increase the level of services over those provided for in the prior year's operating budget; (c) establish additional reserve fund; (d) borrow money; or (e) hire additional employees (except to fill existing staff vacancies).

D. Membership and Voting Rights in the Association

The Association will have four classes of membership interests as follows:

Class A. Class A Members will be all owners of Residential Units in the Condominium regimes situated upon The Development,

including the Unit Owners of The Brook Club Condominium. Class A Members will not be entitled to any voting rights in the Association other than through the Board of Managers of their respective condominium regimes (i.e., the Board of Managers of The Brook Club Condominium will be entitled to cast up to 68 votes on behalf of its 68 Residential Unit Owners if only Section I is included in the Community).

Class B. Class B Members shall be the respective Boards of Managers of any condominium regimes presently or hereinafter established upon the Development. Each Class B Member shall be entitled to the number of votes corresponding to the number of Residential Units in its condominium. No Class B Member shall split or divide its votes on any motion, resolution or ballot, other than in the cumulative voting procedure employed in the election of Directors.

Class C. Class C Members shall be all owners of Residential Units other than Residential Units formerly or presently in Condominium regimes. If The Brook Club Condominium only consists of Section I, the Sponsor will be considered a Class C Member with respect to each of the 116 Residential Units planned for development on the Phase II Property to the extent such Units remain unbuilt unless the Sponsor surrenders its right to build such Units, as set forth below. Each Class C Member shall be entitled to one vote, subject to certain restrictions set forth in the Association's By-Laws.

Class D. Class D Members shall be all owners of Residential Units formerly, but not presently, subject to Condominium regimes. Each Class D Member shall be entitled to one vote. As of the date of this Plan there are no Class D Members.

In the event a Class C or D Member leases or permits another to occupy his Unit, the Member may, by a writing directed and in form satisfactory to the Board of Directors, also permit the lessee or occupant to exercise the Members right to vote for the duration of the lease or permitted occupancy, or for a period of ten years, whichever is shorter.

(5) Expenses of Operating the Association

The costs and expenses of operating the Association and of making capital improvements, if any, will be allocated among the Members and assessed by the Board of Directors. Each Residential Unit Owner, whether sold or unsold, will be assessed for an equal fraction of the Association's requirements, unless his Residential Unit is or was formerly a part of a condominium regime. In the latter instances, his assessment will be computed by applying his percentage of common interest in his condominium regime to a fraction of said Association requirements, the numerator of which fraction shall equal the number of Residential Units in his condominium and the denominator of which shall be equal to the number of Residential Units in the Development. As is true in the case of any other Condominium Unit Owner, the Association's assessment will be collected

from the Sponsor together with the Condominium's monthly common charge on all Condominium Units to which the Sponsor retains title. The Sponsor will pay sums assessed against it on the basis of its Class C memberships directly to the Association.

The Sponsor's obligation for assessments on unsold Residential Units planned for development on the Phase II Property will be limited to the difference between the actual operating costs of the Association, and the assessments levied on the condominium regimes established within the Development. If no event, however, will the Sponsor be required to make a deficiency contribution in an amount greater than it would otherwise be liable for if it were paying assessments on unsold Residential Units based upon the projected budget as set forth in Schedule C. If the Brook Club Condominium only consists of Section I, it is the Sponsor's present intention to construct 116 Residential Units on the Phase II Property. The Sponsor will initially be considered a Residential Unit Owner and a Class C Member of the Association for purposes of assessments with respect to each of the 116 Units it has reserved the right to construct on the Phase II Property.

In the event, however, that the Sponsor decides to build fewer than 116 Residential Units on the Phase II Property, it will have the right at any time within five years of the date of the filing of the Declaration of Covenants to irrevocably surrender its right to build one or more of said Residential Units. SHOULD THE SPONSOR SO SURRENDER ITS RIGHT, IT WILL NO LONGER BE CONSIDERED A RESIDENTIAL UNIT OWNER LIABLE FOR ASSOCIATION ASSESSMENTS OR ENTITLED TO VOTING OR OTHER RIGHTS WITH REGARD TO THE RESIDENTIAL UNITS IT HAS SURRENDERED THE RIGHT TO BUILD. IN THIS EVENT, THE EXPENSES OF THE ASSOCIATION ALLOCABLE TO AND REQUIRED TO BE PAID BY THE CONDOMINIUM RESIDENTIAL UNIT OWNERS, AND BY THE REMAINING PHASE II PROPERTY RESIDENTIAL UNIT OWNERS, IF ANY, WILL BE PROPORTIONATELY INCREASED.

By his acceptance of a deed, each Residential Unit Owner will be deemed to covenant and agree to pay to the Association such annual assessments and special assessments, if any, as are fixed by its Board of Directors. Any sum assessed by the Board but unpaid, together with interest and reasonable collection costs, will constitute a personal obligation of the person who was the owner of the Unit when the assessment fell due, as well as a charge on the Unit and a continuing lien on the Unit against which the assessment is made. If an assessment is not paid within thirty (30) days of its due date, the assessment will bear interest from its due date at the highest legal rate then permissible and the Association may bring an action at law against the party personally obligated to pay the assessment, or may foreclose the lien against the Unit.

The Board of Managers of The Brook Club Condominium will collect the Association assessments from its Residential Unit Owners together with, but not as a part of, the Condominium's common charges. The Board of Managers will be liable, as agent for its Residential Unit Owners as a group only, and not in the Board members' personal capacities, for collecting the Association's assessments against its Unit Owners and paying the same to the Association. The Association may bring an action at law against the Board of Managers for the delinquent assessment of its Residential Unit Owners if said assessments are not paid within thirty days of their due date. In the event the Association recovers a judgment against the Board of Managers, the Board of Managers will be empowered as successor to the rights of the Association, with full power of substitution, to bring an action at law against any Residential Unit Owners who failed to pay it any amounts assessed by the Association, to compel them to pay the same, or to foreclose the lien against the property. Interest and reasonable collection costs will be added to any judgment so recovered. AS THE ASSOCIATION WILL BE AN AUTOMATIC HOMEOWNER'S ASSOCIATION, NO MEMBER MAY EXEMPT HIMSELF FROM CONTRIBUTING TOWARD THE EXPENSE OF THE ASSOCIATION BY WAIVER OF THE USE OR ENJOYMENT OF THE ASSOCIATION'S COMMON OPEN SPACE OR BY THE ABANDONMENT OF THE RESIDENTIAL UNIT OWNED BY HIM.

IV. LOCATION AND AREA INFORMATION

Location

The Community consists of two (2) adjacent parcels in Brooklyn, New York. One parcel is located at the southwest corner of East 80th Street and Paerdegat 8th Street. The other parcel is at the southwest corner of East 82nd Street and Avenue L.

Municipal Services and Recreation

The New York City Transit Authority provides local bus service, which is available within one block of the Condominium and which connects with subways to Manhattan. The Property is also served by private express bus service to Manhattan which stops within several blocks of the Condominium.

Shopping Facilities

Local shopping is available on Flatlands Avenue, Rockaway Parkway and Avenue L, all within one mile of the Condominium.

Water and Sewage

Water and sewer service will be supplied by New York City and will be a common expense of the Condominium.

Refuse Removal

Unit Owners will deposit trash into garbage cans to be provided by them. It will be the responsibility of each Unit Owner to place the cans on the street for removal, which will be provided by the New York City Department of Sanitation.

Snow Removal

Snow removal from the Common Elements of the Condominium will be the responsibility of the Board of Managers and will be a common expense to the Condominium.

Medical, Educational and Religious Facilities

Brookdale Hospital, located at Rockaway Parkway and Linden Boulevard, approximately two (2) miles from the Condominium, is the nearest major medical facility. Numerous private physicians and dentists have offices in the area surrounding the Condominium.

Numerous yeshivoth, public schools, and parochial schools on the elementary, junior high school and high school levels are located within walking distance of the Condominium.

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

Zoning

The property is presently zoned R-5 which permits the construction of the Condominium.

THE BROOK CLUB CONDOMINIUM

SCHEDULE A

UNIT INFORMATION AND SALES PRICES

Building Section	Unit No.	(1) Model	(2) Percent of Common Interest Sections I, II & III (184 Residential Units)	(2) Percent of Common Interest Sections I & II (100 Residential Units)	(2) Percent of Common Interest Section I (68 Residential Units)	(3) Sales Price*	Location Premium	Total Sales Price
1	1	B-1	0.2854 %	0.5222 %	0.7744 %	$100,500	$15,000	$115,500
1	2	B-2	0.5524	1.0107	1.4985	175,500	15,000	190,500
1	3	B-3	0.5881	1.0762	1.5953	180,500	15,000	195,500
1	4	B-4	0.5994	1.0968	1.6260	185,500	15,000	200,500
1	G1	G	0.0643	0.1179	0.1746	15,000		15,000
1	G2	G	0.0643	0.1179	0.1746	15,000		15,000
2	5	B-1	0.2854	0.5222	0.7744	100,500		100,500
2	6	B-2	0.5524	1.0107	1.4985	175,500		175,500
2	7	B-3	0.5881	1.0762	1.5953	180,500		180,500
2	8	B-4	0.5994	1.0968	1.6260	185,500		185,500
2	G3	G	0.0643	0.1179	0.1746	15,000		15,000
2	G4	G	0.0643	0.1179	0.1746	15,000		15,000
3	9	B-1	0.2854	0.5222	0.7744	100,500		100,500
3	10	B-2	0.5524	1.0107	1.4985	175,500		175,500
3	11	B-3	0.5881	1.0762	1.5953	180,500		180,500
3	12	B-4	0.5994	1.0968	1.6260	185,500		185,500
3	G5	G	0.0643	0.1179	0.1746	15,000		15,000
3	G6	G	0.0643	0.1179	0.1746	15,000		15,000
4	13	B-1	0.2854	0.5222	0.7744	100,500		100,500
4	14	B-2	0.5524	1.0107	1.4985	175,500		175,500
4	15	B-3	0.5881	1.0762	1.5953	180,500		180,500
4	16	B-4	0.5994	1.0968	1.6260	185,500		185,500
4	G7	G	0.0643	0.1179	0.1746	15,000		15,000
4	G8	G	0.0643	0.1179	0.1746	15,000		15,000
5	17	B-1	0.2854	0.5222	0.7744	100,500		100,500
5	18	B-2	0.5524	1.0107	1.4985	175,500		175,500
5	19	B-3	0.5881	1.0762	1.5953	180,500		180,500
5	20	B-4	0.5994	1.0968	1.6260	185,500		185,500
5	G9	G	0.0643	0.1179	0.1746	15,000		15,000
5	G10	G	0.0643	0.1179	0.1746	15,000		15,000

* The Sponsor reserves the right to negotiate prices on individual purchases

THE BROOK CLUB CONDOMINIUM

SCHEDULE A

UNIT INFORMATION AND SALES PRICES

Building Section	Unit No.	(1) Model	(2) Percent of Common Interest Sections I, II & III (184 Residential Units)	(2) Percent of Common Interest Sections I & II (100 Residential Units)	(2) Percent of Common Interest Section I (68 Residential Units)	(3) Sales Price*	Location Premium	Total Sales Price
6	21	B-1	0.2854 %	0.5222 %	0.7744 %	$100,500		$100,500
6	22	B-2	0.5524	1.0107	1.4985	175,500		175,500
6	22	B-3	0.5881	1.0762	1.5953	180,500		180,500
6	24	B-4	0.5994	1.0968	1.6260	185,500		185,500
6	G11	G	0.0643	0.1179	0.1746	15,000		15,000
6	G12	G	0.0643	0.1179	0.1746	15,000		15,000
7	25	B-1	0.2854	0.5222	0.7744	100,500		100,500
7	26	B-2	0.5524	1.0107	1.4985	175,500		175,500
7	27	B-3	0.5881	1.0762	1.5953	180,500		180,500
7	28	B-4	0.5994	1.0968	1.6260	185,500		185,500
7	G13	G	0.0643	0.1179	0.1746	15,000		15,000
7	G14	G	0.0643	0.1179	0.1746	15,000		15,000
8	29	B-1	0.2854	0.5222	0.7744	100,500	$15,000	115,500
8	30	B-2	0.5524	1.0107	1.4985	175,500	15,000	190,500
8	31	B-3	0.5881	1.0762	1.5953	180,500	15,000	195,500
8	32	B-4	0.5994	1.0968	1.6260	185,500	15,000	200,500
8	G15	G	0.0643	0.1179	0.1746	15,000		15,000
8	G16	G	0.0643	0.1179	0.1746	15,000		15,000
9	33	C-1	0.2757	0.5042	0.7480	100,500	15,000	115,500
9	34	C-2	0.5451	0.9975	1.4790	175,500	15,000	190,500
9	35	C-3	0.5758	1.0538	1.5620	180,500	15,000	195,500
9	36	C-4	0.5871	1.0745	1.5930	185,500	15,000	200,500
9	G17	G	0.0643	0.1179	0.1746	15,000		15,000
9	G18	G	0.0643	0.1179	0.1746	15,000		15,000
10	37	A-1	0.2867	0.5245	0.7780	100,500	10,000	110,500
10	38	A-2	0.5512	1.0086	1.4955	175,500	10,000	185,500
10	39	A-3	0.5876	1.0755	1.5943	180,500	10,000	190,500
10	40	A-4	0.5989	1.0962	1.6250	185,500	10,000	195,500
10	G19	G	0.0643	0.1179	0.1746	15,000		15,000
10	G20	G	0.0643	0.1179	0.1746	15,000		15,000

* The Sponsor reserves the right to negotiate prices on individual purchases

THE BROOK CLUB CONDOMINIUM

SCHEDULE A

UNIT INFORMATION AND SALES PRICES

Building Section	Unit No.	(1) Model	(2) Percent of Common Interest Sections I, II & III (184 Residential Units)	(2) Percent of Common Interest Sections I & II (100 Residential Units)	(2) Percent of Common Interest Section I (68 Residential Units)	(3) Sales Price*	Location Premium	Total Sales Price
11	41	A-1	0.2867 %	0.5245 %	0.7780 %	$100,500		$100,500
11	42	A-2	0.5512	1.0086	1.4955	175,500		175,500
11	43	A-3	0.5876	1.0755	1.5943	180,500		180,500
11	44	A-4	0.5989	1.0962	1.6250	185,500		185,500
11	G21	G	0.0643	0.1179	0.1746	15,000		15,000
11	G22	G	0.0643	0.1179	0.1746	15,000		15,000
12	45	A-1	0.2867	0.5245	0.7780	100,500		100,500
12	46	A-2	0.5512	1.0086	1.4955	175,500		175,500
12	47	A-3	0.5876	1.0755	1.5943	180,500		180,500
12	48	A-4	0.5989	1.0962	1.6250	185,500		185,500
12	G23	G	0.0643	0.1179	0.1746	15,000		15,000
12	G24	G	0.0643	0.1179	0.1746	15,000		15,000
13	49	A-1	0.2867	0.5245	0.7780	100,500		100,500
13	50	A-2	0.5512	1.0086	1.4955	175,500		175,500
13	51	A-3	0.5876	1.0755	1.5943	180,500		180,500
13	52	A-4	0.5989	1.0962	1.6250	185,500		185,500
13	G25	G	0.0643	0.1179	0.1746	15,000		15,000
13	G26	G	0.0643	0.1179	0.1746	15,000		15,000
14	53	A-1	0.2867	0.5245	0.7780	100,500		100,500
14	54	A-2	0.5512	1.0086	1.4955	175,500		175,500
14	55	A-3	0.5876	1.0755	1.5943	180,500		180,500
14	56	A-4	0.5989	1.0962	1.6250	185,500		185,500
14	G27	G	0.0643	0.1179	0.1746	15,000		15,000
14	G28	G	0.0643	0.1179	0.1746	15,000		15,000
15	57	A-1	0.2867	0.5245	0.7780	100,500		100,500
15	58	A-2	0.5512	1.0086	1.4955	175,500		175,500
15	59	A-3	0.5876	1.0755	1.5943	180,500		180,500
15	60	A-4	0.5989	1.0962	1.6250	185,500		185,500
15	G29	G	0.0643	0.1179	0.1746	15,000		15,000
15	G30	G	0.0643	0.1179	0.1746	15,000		15,000

* The Sponsor reserves the right to negotiate prices on individual purchases

THE BROOK CLUB CONDOMINIUM

SCHEDULE A

UNIT INFORMATION AND SALES PRICES

Building Section	Unit No.	(1) Model	(2) Percent of Common Interest Sections I, II & III (184 Residential Units)	(2) Percent of Common Interest Sections I & II (100 Residential Units)	(2) Percent of Common Interest Section I (68 Residential Units)	(3) Sales Price*	Location Premium	Total Sales Price
16	61	A-1	0.2867 %	0.5245 %	0.7780 %	$100,500		$100,500
16	62	A-2	0.5512	1.0086	1.4955	175,500		175,500
16	63	A-3	0.5876	1.0755	1.5943	180,500		180,500
16	64	A-4	0.5989	1.0962	1.6250	185,500		185,500
16	G31	G	0.0643	0.1179	0.1746	15,000		15,000
16	G32	G	0.0643	0.1179	0.1746	15,000		15,000
17	65	A-1	0.2867	0.5245	0.7780	100,500	$10,000	110,500
17	66	A-2	0.5512	1.0086	1.4955	175,500	10,000	185,500
17	67	A-3	0.5876	1.0755	1.5943	180,500	10,000	190,500
17	68	A-4	0.5989	1.0962	1.6250	185,500	10,000	195,500
17	G33	G	0.0643	0.1179	0.1746	15,000		15,000
17	G34	G	0.0643	0.1179	0.1746	15,000		15,000
18	69	A-1	0.2867	0.5245		100,500	15,000	115,500
18	70	A-2	0.5512	1.0086		175,500	18,000	193,500
18	71	A-3	0.5876	1.0755		180,500	18,500	199,000
18	72	A-4	0.5989	1.0962		185,500	19,000	204,500
18	G35	G	0.0643	0.1179		15,000	1,000	16,000
18	G36	G	0.0643	0.1179		15,000	1,000	16,000
19	73	A-1	0.2867	0.5245		100,500	5,000	105,500
19	74	A-2	0.5512	1.0086		175,500	8,000	183,500
19	75	A-3	0.5876	1.0755		180,500	8,500	189,000
19	76	A-4	0.5989	1.0962		185,500	9,000	194,500
19	G37	G	0.0643	0.1179		15,000	1,000	16,000
19	G38	G	0.0643	0.1179		15,000	1,000	16,000
20	77	A-1	0.2867	0.5245		100,500	5,000	105,500
20	78	A-2	0.5512	1.0086		175,500	8,000	183,500
20	79	A-3	0.5876	1.0755		180,500	8,500	189,000
20	80	A-4	0.5989	1.0962		185,500	9,000	194,500
20	G39	G	0.0643	0.1179		15,000	1,000	16,000
20	G40	G	0.0643	0.1179		15,000	1,000	16,000

* The Sponsor reserves the right to negotiate prices on individual purchases

THE BROOK CLUB CONDOMINIUM

SCHEDULE A

UNIT INFORMATION AND SALES PRICES

Building Section	Unit No.	(1) Model	(2) Percent of Common Interest Sections I, II & III (184 Residential Units)	(2) Percent of Common Interest Sections I & II (100 Residential Units)	(2) Percent of Common Interest Section I (68 Residential Units)	(3) Sales Price*	Location Premium	Total Sales Price
21	81	A-1	0.2867 %	0.5245 %		$100,500	$5,000	$105,500
21	82	A-2	0.5512	1.0086		175,500	8,000	183,500
21	83	A-3	0.5876	1.0755		180,500	8,500	189,000
21	84	A-4	0.5989	1.0962		185,500	9,000	194,500
21	G41	G	0.0643	0.1179		15,000	1,000	16,000
21	G42	G	0.0643	0.1179		15,000	1,000	16,000
22	85	A-1	0.2867	0.5245		100,500	5,000	105,500
22	86	A-2	0.5512	1.0086		175,500	8,000	183,500
22	87	A-3	0.5876	1.0755		180,500	8,500	189,000
22	88	A-4	0.5989	1.0962		185,500	9,000	194,500
22	G43	G	0.0643	0.1179		15,000	1,000	16,000
22	G44	G	0.0643	0.1179		15,000	1,000	16,000
23	89	A-1	0.2867	0.5245		100,500	5,000	105,500
23	90	A-2	0.5512	1.0086		175,500	8,000	183,500
23	91	A-3	0.5876	1.0755		180,500	8,500	189,000
23	92	A-4	0.5989	1.0962		185,500	9,000	194,500
23	G45	G	0.0643	0.1179		15,000	1,000	16,000
23	G46	G	0.0643	0.1179		15,000	1,000	16,000
24	93	A-1	0.2867	0.5245		100,500	5,000	105,500
24	94	A-2	0.5512	1.0086		175,500	8,000	183,500
24	95	A-3	0.5876	1.0755		180,500	8,500	189,000
24	96	A-4	0.5989	1.0962		185,500	9,000	194,500
24	G47	G	0.0643	0.1179		15,000	1,000	16,000
24	G48	G	0.0643	0.1179		15,000	1,000	16,000
25	97	A-1	0.2867	0.5245		100,500	15,000	115,500
25	98	A-2	0.5512	1.0086		175,500	18,000	193,500
25	99	A-3	0.5876	1.0755		180,500	18,500	199,000
25	100	A-4	0.5989	1.0962		185,500	19,000	204,500
25	G49	G	0.0643	0.1179		15,000	1,000	16,000
25	G50	G	0.0643	0.1179		15,000	1,000	16,000

* The Sponsor reserves the right to negotiate prices on individual purchases

THE BROOK CLUB CONDOMINIUM

SCHEDULE A

UNIT INFORMATION AND SALES PRICES

Building Section	Unit No.	(1) Model	(2) Percent of Common Interest Sections I, II & III (184 Residential Units)	(2) Percent of Common Interest Sections I & II (100 Residential Units)	(2) Percent of Common Interest Section I (68 Residential Units)	(3) Sales Price*	Location Premium	Total Sales Price
26	101	A-1	0.2867 %			$100,500	$19,000	$119,500
26	102	A-2	0.5512			175,500	26,500	202,000
26	103	A-3	0.5876			180,500	27,000	207,500
26	104	A-4	0.5989			185,500	27,500	213,000
26	G51	G	0.0643			15,000	2,000	17,000
26	G52	G	0.0643			15,000	2,000	17,000
27	105	A-1	0.2867			100,500	9,000	109,500
27	106	A-2	0.5512			175,500	16,500	192,000
27	107	A-3	0.5876			180,500	17,000	197,500
27	108	A-4	0.5989			185,500	17,500	203,000
27	G53	G	0.0643			15,000	2,000	17,000
27	G54	G	0.0643			15,000	2,000	17,000
28	109	A-1	0.2867			100,500	9,000	109,500
28	110	A-2	0.5512			175,500	16,500	192,000
28	111	A-3	0.5876			180,500	17,000	197,500
28	112	A-4	0.5989			185,500	17,500	203,000
28	G55	G	0.0643			15,000	2,000	17,000
28	G56	G	0.0643			15,000	2,000	17,000
29	113	A-1	0.2867			100,500	9,000	109,500
29	114	A-2	0.5512			175,500	16,500	192,000
29	115	A-3	0.5876			180,500	17,000	197,500
29	116	A-4	0.5989			185,500	17,500	203,000
29	G57	G	0.0643			15,000	2,000	17,000
29	G58	G	0.0643			15,000	2,000	17,000
30	117	A-1	0.2867			100,500	9,000	109,500
30	118	A-2	0.5512			175,500	16,500	192,000
30	119	A-3	0.5876			180,500	17,000	197,500
30	120	A-4	0.5989			185,500	17,500	203,000
30	G59	G	0.0643			15,000	2,000	17,000
30	G60	G	0.0643			15,000	2,000	17,000

* The Sponsor reserves the right to negotiate prices on individual purchases

THE BROOK CLUB CONDOMINIUM

SCHEDULE A

UNIT INFORMATION AND SALES PRICES

Building Section	Unit No.	(1) Model	(2) Percent of Common Interest Sections I, II & III (184 Residential Units)	(2) Percent of Common Interest Sections I & II (100 Residential Units)	(2) Percent of Common Interest Section I (68 Residential Units)	(3) Sales Price*	Location Premium	Total Sales Price
31	121	A-1	0.2867 %			$100,500	$9,000	$109,500
31	122	A-2	0.5512			175,500	16,500	192,000
31	123	A-3	0.5876			180,500	17,000	197,500
31	124	A-4	0.5989			185,500	17,500	203,000
31	G61	G	0.0643			15,000	2,000	17,000
31	G62	G	0.0643			15,000	2,000	17,000
32	125	A-1	0.2867			100,500	9,000	109,500
32	126	A-2	0.5512			175,500	16,500	192,000
32	127	A-3	0.5876			180,500	17,000	197,500
32	128	A-4	0.5989			185,500	17,500	203,000
32	G63	G	0.0643			15,000	2,000	17,000
32	G64	G	0.0643			15,000	2,000	17,000
33	129	A-1	0.2867			100,500	24,000	124,500
33	130	A-2	0.5512			175,500	31,500	207,000
33	131	A-3	0.5876			180,500	32,000	212,500
33	132	A-4	0.5989			185,500	32,500	218,000
33	G65	G	0.0643			15,000	2,000	17,000
33	G66	G	0.0643			15,000	2,000	17,000
34	133	A-1	0.2867			100,500	19,000	119,500
34	134	A-2	0.5512			175,500	26,500	202,000
34	135	A-3	0.5876			180,500	27,000	207,500
34	136	A-4	0.5989			185,500	27,500	213,000
34	G67	G	0.0643			15,000	2,000	17,000
34	G68	G	0.0643			15,000	2,000	17,000
35	137	A-1	0.2867			100,500	9,000	109,500
35	138	A-2	0.5512			175,500	16,500	192,000
35	139	A-3	0.5876			180,500	17,000	197,500
35	140	A-4	0.5989			185,500	17,500	203,000
35	G69	G	0.0643			15,000	2,000	17,000
35	G70	G	0.0643			15,000	2,000	17,000

* The Sponsor reserves the right to negotiate prices on individual purchases

THE BROOK CLUB CONDOMINIUM

SCHEDULE A

UNIT INFORMATION AND SALES PRICES

Building Section	Unit No.	(1) Model	(2) Percent of Common Interest Sections I, II & III (184 Residential Units)	(2) Percent of Common Interest Sections I & II (100 Residential Units)	(2) Percent of Common Interest Section I (68 Residential Units)	(3) Sales Price*	Location Premium	Total Sales Price
36	141	A-1	0.2867 %			$100,500	$9,000	$109,500
36	142	A-2	0.5512			175,500	16,500	192,000
36	143	A-3	0.5876			180,500	17,000	197,500
36	144	A-4	0.5989			185,500	17,500	203,000
36	G71	G	0.0643			15,000	2,000	17,000
36	G72	G	0.0643			15,000	2,000	17,000
37	145	A-1	0.2867			100,500	9,000	109,500
37	146	A-2	0.5512			175,500	16,500	192,000
37	147	A-3	0.5876			180,500	17,000	197,500
37	148	A-4	0.5989			185,500	17,500	203,000
37	G73	G	0.0643			15,000	2,000	17,000
37	G74	G	0.0643			15,000	2,000	17,000
38	149	A-1	0.2867			100,500	24,000	124,500
38	150	A-2	0.5512			175,500	31,500	207,000
38	151	A-3	0.5876			180,500	32,000	212,500
38	152	A-4	0.5989			185,500	32,500	218,000
38	G75	G	0.0643			15,000	2,000	17,000
38	G76	G	0.0643			15,000	2,000	17,000
39	153	A-1	0.2867			100,500	19,000	119,500
39	154	A-2	0.5512			175,500	26,500	202,000
39	155	A-3	0.5876			180,500	27,000	207,500
39	156	A-4	0.5989			185,500	27,500	213,000
39	G77	G	0.0643			15,000	2,000	17,000
39	G78	G	0.0643			15,000	2,000	17,000
40	157	A-1	0.2867			100,500	9,000	109,500
40	158	A-2	0.5512			175,500	16,500	192,000
40	159	A-3	0.5876			180,500	17,000	197,500
40	160	A-4	0.5989			185,500	17,500	203,000
40	G79	G	0.0643			15,000	2,000	17,000
40	G80	G	0.0643			15,000	2,000	17,000

* The Sponsor reserves the right to negotiate prices on individual purchases

THE BROOK CLUB CONDOMINIUM

SCHEDULE A

UNIT INFORMATION AND SALES PRICES

Building Section	Unit No.	(1) Model	(2) Percent of Common Interest Sections I, II & III (184 Residential Units)	(2) Percent of Common Interest Sections I & II (100 Residential Units)	(2) Percent of Common Interest Section 1 (68 Residential Units)	(3) Sales Price*	Location Premium	Total Sales Price
41	161	A-1	0.2867 %			$100,500	$9,000	$109,500
41	162	A-2	0.5512			175,500	16,500	192,000
41	163	A-3	0.5876			180,500	17,000	197,500
41	164	A-4	0.5989			185,500	17,500	203,000
41	G81	G	0.0643			15,000	2,000	17,000
41	G82	G	0.0643			15,000	2,000	17,000
42	165	A-1	0.2867			100,500	9,000	109,500
42	166	A-2	0.5512			175,500	16,500	192,000
42	167	A-3	0.5876			180,500	17,000	197,500
42	168	A-4	0.5989			185,500	17,500	203,000
42	G83	G	0.0643			15,000	2,000	17,000
42	G84	G	0.0643			15,000	2,000	17,000
43	169	A-1	0.2867			100,500	9,000	109,500
43	170	A-2	0.5512			175,500	16,500	192,000
43	171	A-3	0.5876			180,500	17,000	197,500
43	172	A-4	0.5989			185,500	17,500	203,000
43	G85	G	0.0643			15,000	2,000	17,000
43	G86	G	0.0643			15,000	2,000	17,000
44	173	A-1	0.2867			100,500	9,000	109,500
44	174	A-2	0.5512			175,500	16,500	192,000
44	175	A-3	0.5876			180,500	17,000	197,500
44	176	A-4	0.5989			185,500	17,500	203,000
44	G87	G	0.0643			15,000	2,000	17,000
44	G88	G	0.0643			15,000	2,000	17,000
45	177	A-1	0.2867			100,500	9,000	109,500
45	178	A-2	0.5512			175,500	16,500	192,000
45	179	A-3	0.5876			180,500	17,000	197,500
45	180	A-4	0.5989			185,500	17,500	203,000
45	G89	G	0.0643			15,000	2,000	17,000
45	G90	G	0.0643			15,000	2,000	17,000

* The Sponsor reserves the right to negotiate prices on individual purchases

THE BROOK CLUB CONDOMINIUM

SCHEDULE A

UNIT INFORMATION AND SALES PRICES

Building Section	Unit No.	(1) Model	(2) Percent of Common Interest Sections I, II & III (184 Residential Units)	(2) Percent of Common Interest Sections I & II (100 Residential Units)	(2) Percent of Common Interest Section I (68 Residential Units)	(3) Sales Price*	Location Premium	Total Sales Price
46	181	A-1	0.2867 %			$100,500	$19,000	$119,500
46	182	A-2	0.5512			175,500	26,500	202,000
46	183	A-3	0.5876			180,500	27,000	207,500
46	184	A-4	0.5989			185,500	27,500	213,000
46	G91	G	0.0643			15,000	2,000	17,000
46	G92	G	0.0643			15,000	2,000	17,000
Parking Spaces 1 - 55			0.0181	0.0330	0.0491	8,000		8,000
TOTAL			100.0000%	100.0000%	100.0000%	$31,352,000	$2,224,000	$33,576,000

* The Sponsor reserves the right to negotiate prices on individual purchases

Estimated Monthly Charges
The Brook Club Condominium

Sections I, II and III

Model Type	Base Selling Price*	Estimate of Monthly Common Charges	Estimate of Monthly Real Estate Taxes with Section 421a Benefits(4A)	Estimate of Monthly Real Estate Taxes without Section 421a Benefits(4B)	Total Estimated Monthly Carrying Charges with Section 421a Benefits(5A)	Estimate of Monthly Carrying Charges without Section 421a Benefits(5B)
A-1	$100,500	$ 47.31	$ 8.74	$142.50	$ 56.05	$189.81
A-2	175,500	90.95	16.81	154.38	107.76	245.33
A-3	180,500	96.95	17.92	154.38	114.87	251.33
A-4	185,500	98.82	18.27	154.38	117.09	253.20
B-1	100,500	47.09	8.70	142.50	55.79	189.59
B-2	175,500	91.15	16.85	154.38	108.00	245.53
B-3	180,500	97.04	17.94	154.38	114.98	251.42
B-4	185,500	98.90	18.28	154.38	117.18	253.28
C-1	100,500	45.49	8.41	142.50	53.90	187.99
C-2	175,500	89.94	16.62	154.38	106.56	244.32
C-3	180,500	95.01	17.56	154.38	112.57	249.39
C-4	185,500	96.87	17.91	154.38	114.78	251.25
G	15,000	10.91	15.83	15.83	26.44	26.44
Parking Space	8,000	2.99	.55	7.92	3.54	10.91

* The Sponsor reserves the right to negotiate prices on individual purchases. All projected charges are based upon a projected first year of condominium operation commencing January 1, 1989.

Note that a Residential Unit Owner will have the option to purchase a Garage Unit (G) or a parking space, on a first-come, first-served basis.

Estimated Monthly Charges
The Brook Club Condominium

Sections I and II

Model Type	Base Selling Price*	Estimate of Monthly Common Charges	Estimate of Monthly Real Estate Taxes with Section 421a Benefits(4A)	Estimate of Monthly Real Estate Taxes without Section 421a Benefits(4B)	Total Estimated Monthly Carrying Charges with Section 421a Benefits(5A)	Estimate of Monthly Carrying Charges without Section 421a Benefits(5B)
A-1	$100,500	$35.57	$ 8.74	$142.50	$ 67.60	$201.36
A-2	175,500	68.40	16.81	154.38	130.00	267.57
A-3	180,500	72.93	17.92	154.38	138.60	275.06
A-4	185,500	74.34	18.27	154.38	141.28	277.39
B-1	100,500	35.41	8.70	142.50	67.30	201.10
B-2	175,500	68.54	16.85	154.38	130.27	267.80
B-3	180,500	72.98	17.94	154.38	138.70	275.14
B-4	185,500	74.38	18.28	154.38	141.36	277.46
C-1	100,500	34.19	8.41	142.50	65.00	199.09
C-2	175,500	67.64	16.62	154.38	128.55	266.31
C-3	180,500	71.46	17.56	154.38	135.81	272.63
C-4	185,500	72.86	17.91	154.38	138.48	274.95
G	15,000	8.00	15.83	15.83	29.06	29.06
Parking Space	8,000	2.24	.55	7.92	4.26	11.63

*The Sponsor reserves the right to negotiate prices on individual purchases. All projected charges are based upon a projected first year of condominium operation commencing January 1, 1989.

Note that a Residential Unit Owner will have the option to purchase a Garage Unit (G) or a parking space, on a first-come, first-served basis.

Estimated Monthly Charges
The Brook Club Condominium

Section I

Model Type	Base Selling Price*	Estimate of Monthly Common Charges	Estimate of Monthly Real Estate Taxes with Section 421a Benefits(4A)	Estimate of Monthly Real Estate Taxes without Section 421a Benefits(4B)	Total Estimated Monthly Carrying Charges with Section 421a Benefits(5A)	Estimate of Monthly Carrying Charges without Section 421a Benefits(5B)
A-1	$100,500	$38.40	$ 8.74	$142.50	$ 70.64	$204.40
A-2	175,500	73.81	16.81	154.38	135.78	273.35
A-3	180,500	78.69	17.92	154.38	144.76	281.22
A-4	185,500	80.20	18.27	154.38	147.55	283.66
B-1	100,500	38.22	8.70	142.50	70.31	204.11
B-2	175,500	73.96	16.85	154.38	136.06	273.59
B-3	180,500	78.73	17.94	154.38	144.85	281.29
B-4	185,500	80.25	18.28	154.38	147.64	283.74
C-1	100,500	36.92	8.41	142.50	67.92	202.01
C-2	175,500	72.99	16.62	154.38	134.28	272.04
C-3	180,500	77.09	17.56	154.38	141.82	278.64
C-4	185,500	78.62	17.91	154.38	144.64	281.11
G	15,000	8.62	15.83	15.83	29.72	29.72
Parking Space	8,000	2.42	.55	7.92	4.45	11.82

*The Sponsor reserves the right to negotiate prices on individual purchases. All projected charges are based upon a projected first year of condominium operation commencing January 1, 1989.

Note that a Residential Unit Owner will have the option to purchase a Garage Unit (G) or a parking space, on a first-come, first-served basis.

FOOTNOTES TO SCHEDULE A

1. Models will include the following number of rooms and baths:

Model	# of Bedrooms	# of Baths
C-1	Studio	1 full bath
A-1 and B-1	1 Bedroom	1 full bath
A-2, A-4, B-2, B-4, C-2, C-3, and C-4	2 Bedrooms	2 full baths
A-3 and B-3	3 Bedrooms	2 full baths

For further details regarding rooms, see page 7 in Part I of the Plan.

2. Percentage of common interest has been calculated in accordance with Section 339(i)(1)(iv) of the Real Property Law on the basis of 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. If the purchaser of a Residential Unit desires to have the irrevocable exclusive use of an exterior parking space, the percentage of common interest allocated to his Unit will be increased by .0181, .0330 or .0491.

3. No change in the sales price will be made other than pursuant to a duly filed amendment, except that the Sponsor reserves the right to decrease the sales prices below the Offering Plan prices without filing an amendment to the Plan at any time during the Offering where a reduction in sales price does not constitute a general offering, but is rather the result of an individually negotiated purchase. See Section XIV for estimated closing costs and adjustments, which must be borne by purchasers in addition to the sale prices set forth herein. Such closing costs include a fee of $250 to the Sponsor for reimbursement of costs in obtaining partial tax exemption benefits pursuant to Section 421a of the New York State Real Property Tax Law.

4. Real estate tax estimates are based upon information received from William DiBiasi, a licensed real estate broker, by letter dated June 9, 1986, using the projected tax rate of $9.50 per $100 of assessed valuation for Residential and Garage Units. Mr. DiBiasi has estimated that the assessed valuation for the Residential Units will be between $18,000 and $19,500. The figures in Column A are based upon the assumption that all of the Residential Units will receive partial tax exemption benefits pursuant to Section 421 of the New York State Real Property

Tax Law. The figures in Column B refer to the real estate taxes without such benefits. As described more fully at page 72, the tax charges will increase in subsequent years as the amount of applicable tax abatement benefits decreases.

Actual assessments for individual Units may vary depending on such factors as optional features and premium locations.

5. Monthly mortgage payments payable by a purchaser to a lending institution where purchaser elects to finance a portion of the purchase price are not included.

6. Purchasers of Residential Units will have the opportunity to purchase, on a first come-first served basis, the Garage Units. The additional purchase price of each Garage Unit is $15,000 - $17,000. In addition, each Garage Unit carries approximately .0643% common interest or a common charge of approximately $10.61 per month assuming Sections I, II and III are included in the Community.

SCHEDULE B

THE BROOK CLUB CONDOMINIUM

Projected Budget For First Year of Operation

Sections I, II and III (184 Residential Units)

Beginning January 1, 1989

Income: (1)	
Annual Common Charges	$198,000
Expenses	
Insurance (2)	$ 58,000
Payroll (3)	30,000
Payroll Taxes (3)	3,000
Management (4)	23,500
Water/Sewer Charges (5)	20,000
Landscaping (6)	10,000
Electric (7)	9,000
Snow Removal (8)	7,500
Painting Reserve (9)	5,000
Legal/Accounting (10)	2,500
Maintenance and Supplies (11)	3,000
Pool Expenses (12)	12,500
Roof Reserve (13)	5,000
Real Estate Taxes (14)	2,000
Contingency	7,000
TOTAL	$198,000

* In the event the estimated first year differs from the actual commencement of the budget year by six (6) months or more, the Sponsor will amend the Plan to include a revised budget. See explanatory footnotes at page 32. If the amended budget exceeds this budget by 25% or more the Sponsor will offer all purchasers the right to rescind their Purchase Agreements and have their deposits returned, with interest, if any, earned thereon.

SEE FOOTNOTES AT THE END OF THIS SCHEDULE B.

SCHEDULE B

THE BROOK CLUB CONDOMINIUM

Projected Budget For First Year of Operation

Sections I & II (100 Residential Units)

Beginning January 1, 1989

Income: (1)	
Annual Common Charges	$ 81,375
Expenses	
Insurance (2)	$ -0-
Payroll (3)	30,000
Payroll Taxes (3)	3,000
Management (4)	16,000
Water/Sewer Charges (5)	10,875
Landscaping (6)	-0-
Electric (7)	6,000
Snow Removal (8)	-0-
Painting Reserve (9)	3,000
Legal/Accounting (10)	2,000
Maintenance and Supplies (11)	2,000
Pool Expenses (12)	-0-
Roof Reserve (13)	3,500
Real Estate Taxes (14)	-0-
Contingency	5,000
TOTAL	$ 81,375

* In the event the estimated first year differs from the actual commencement of the budget year by six (6) months or more, the Sponsor will amend the Plan to include a revised budget. See explanatory footnotes at page 32. If the amended budget exceeds this budget by 25% or more the Sponsor will offer all purchasers the right to rescind their Purchase Agreements and have their deposits returned, with interest, if any, earned thereon.

SEE FOOTNOTES AT THE END OF THIS SCHEDULE B.

SCHEDULE B

THE BROOK CLUB CONDOMINIUM

Projected Budget For First Year of Operation

Section I - (68 Residential Units)

Beginning January 1, 1989

Income: (1)	
Annual Common Charges	$59,225
Insurance (2)	-0-
Payroll (3)	30,000
Payroll Taxes (3)	3,000
Management (4)	8,000
Water/Sewer Charges (5)	6,375
Landscaping (6)	-0-
Electric (7)	3,000
Snow Removal (8)	-0-
Painting Reserve (9)	1,850
Legal/Accounting (10)	1,500
Maintenance and Supplies (11)	1,000
Pool Expenses (12)	-0-
Roof Reserve (13)	2,000
Real Estate Taxes (14)	-0-
Contingency	2,500
TOTAL	$59,225

* In the event the estimated first year differs from the actual commencement of the budget year by six (6) months or more, the Sponsor will amend the Plan to include a revised budget. See explanatory footnotes at page 32. If the amended budget exceeds this budget by 25% or more the Sponsor will offer all purchasers the right to rescind their Purchase Agreements and have their deposits returned, with interest, if any, earned thereon.

SEE FOOTNOTES AT THE END OF THIS SCHEDULE B.

FOOTNOTES TO SCHEDULE B

1. These estimates of operating expenses and income have been made by the Sponsor based upon the operation of comparable developments in the immediate area. It cannot be construed as an assurance of the final expenses and is merely based upon information available at this time.

2. The budgeted figure for insurance is based upon an estimate provided by RJW Brokerage Corp., 1111 Victory Boulevard, Staten Island, New York 10301 based upon standard New York insurance forms for the following coverages: (a) "all risk" fire and extended coverage on the Buildings in the amount of $23,500,000 with a deductible of $250 per occurrence; (b) comprehensive general liability coverage in the amount of $1,000,000 covering bodily injury and property damage; (c) officers and directors liability in the amount of $1,000,000; (d) New York State Worker's Compensation and Disability coverage; (e) swimming pool liability coverage in the amount of $1,000,000 with "all risk" coverage on the pool building and contents in the amount of $50,000 and $15,000; and (f) "all risk" coverage on the recreation building and contents in the amounts of $200,000 and $20,000. In the opinion of the insurance broker, these coverage are sufficient to meet the co-insurance requirement.

3. The estimate is based on one full time porter for forty (40) hours per week and one porter for twenty (20) hours per week including payroll tax benefits.

4. Based upon a management contract proposal from Alpha Management Company. Please consult page 71 of the Plan for further details.

5. The Units will not be individually metered for water. The estimate is based on a projection provided by Duo Plumbing & Heating Corp. based upon the number of fixtures to be installed and current New York City Water Department rates.

6. Based upon a proposal from Frank J. Illiano, landscape contractor, for maintenance of all lawns within the Community including cutting and trimming and applying fertilizer and weed and insect controls.

7. The estimate for electric costs is based upon a projection by Franklen Electricl Corp., 5212 Avenue N, Brooklyn, New York dated Janaury 21, 1987 for the cost of lighting the common areas and electricity for the recreation building based on service classification #2 as per current rates. Electrical usage within each Unit shall be individually metered and billed directly to each Unit Owner.

8. Based upon a proposal by Frank J. Illiano, landscape contractor, for snow removal from the Common Elements within the Community for all snowfalls of not less than two (2) inches.

9. Based upon the cost of painting the hallways and exterior wood of the buildings once every three years as estimated by Hocon Painting Co., Ltd.

10. The bulk of the estimated expenses for legal and accounting is for accounting. In the event the Condominium should become involved in litigation, additional assessments may be required.

11. Provides for materials and supplies necessary for repairs and maintenance of the Common Elements.

12. Budgeted item as per proposal for the 1989 Pool Season from Sterling Leisure-Time Management. This proposal is for 84 days beginning on May 23, 1989 through September 7, 1989, which includes overall supervision, personnel, job description, chemicals and supplies, Spring cleanup and winterizing of pool, uniforms, payroll taxes and benefits, Board of Health regulations and standards, general maintenance, Membership identification and appropriate public liability and property damage.

13. Based upon a letter from Broser Roofing Co., Inc., 106 Whitman Drive, Brooklyn, New York 11234, the roofs have a useful life of twenty (20) years and a replacement cost of $1,500 per roof.

14. Based upon a projection from Alpha Management Co., 962 Manor Road, Staten Island, New York for real estate taxes for the pool building and recreation building.

SCHEDULE B-1

ESTIMATED HEATING AND ELECTRICAL COSTS (1)

Model	Estimated Annual Gas Cost For Heating	Estimated Annual Cost For General Electrical Usage
A-1 and B-1 (Ext.)	$554	$420
A-2 and B-2 (Ext.)	645	760
A-3 and B-3 (Ext.)	693	821
A-4 and B-4 (Ext.)	762	821
A-1 and B-1 (Int.)	485	420
A-2 and B-2 (Int.)	577	760
A-3 and B-3 (Int.)	623	821
A-4 and B-4 (Int.)	669	821
C-1	430	420
C-2	490	760
C-3	529	821
C-4	568	821

The estimate of the cost of natural gas which is used to heat a water system providing heat and hot water, has been made on the basis of the average use of such fuel as provided by The Brooklyn Union Gas Company based upon current rates including an average gas adjustment clause, but exclusive of all local and municipal taxes. The computations are based upon the maintenance of 70 degrees on the thermostat for 16 hours per day and 60 degrees for 8 hours per day for a normal heating season of 4900 degree days and is based upon PSC orders #26286 and #26913 providing statewide minimal insulation and storm sash standards. It must be expected that this rate may increase with the passage of time.

The estimate of the cost of electricity for general consumption was made by Franklen Electrical Corp., 5212 Avenue N, Brooklyn, New York 11234 based upon the current rate of $.17 per kilowatt hour in the winter months and $.19 per kilowatt hour in the summer months, based upon service classification #1 and the rate schedule of September, 1986. The estimate also reflects local sales taxes. General consumption includes lighting, small appliances, dishwasher, washing machine, television and refrigerator. Franklen Electrical Corp. also estimates that the yearly cost for the optional central air-conditioning would be approximately $350 for a studio Unit and $700 for a two-bedroom Unit based upon current rates.

In view of the fact that these averages may include the use of energy by persons of varying needs, occupying dissimilar types of dwelling units, constructed of different materials at different times, with different standards of comfort, or with families of different sizes, the amount of energy used by the purchaser may vary substantially from the average estimates herein provided. In addition, the effect of inflation, gas shortages and other factors may raise the cost of gas and electricity substantially higher than the current or projected rate.

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

SCHEDULE C

ESTIMATE OF ANNUAL INCOME AND EXPENSES
OF THE BOARD OF DIRECTORS OF THE
BROOK CLUB HOMEOWNERS ASSOCIATION, INC.(1)
January 1, 1989 through December 31, 1989

Income (2)		
From Condominium I (68/184)		$ 36,957
From Condominium II (32/184)		17,391
From Condominium III (84/184)		45,652
	Total	$ 100,000
Expenses (2)		
Insurance (3)		$ 58,000
Legal & Accounting (4)		2,500
Landscaping (5)		10,000
Pool Expenses (6)		12,500
Water & Sewer (7)		2,000
Snow Removal (8)		7,500
Contingency		7,500
	Total Expenses	$ 100,000

SEE FOOTNOTES AT THE END OF THIS SCHEDULE C

FOOTNOTES TO SCHEDULE C

1. The budget for the Brook Club Homeowners Association, Inc. will only be applicable if the Sponsor elects not to include Sections I, II and III in the Condominium. The budget assumes that in such event each Section will be a separate condominium.

   The assessment for an individual Unit is determined by multiplying the total budget by the following fraction:

$$\frac{\text{\# of Residential Units in each Condominium}}{184}$$

   and then applying the percentage of common interest of each Unit to the amount allocated to the respective condominium. Assessments are collected by the Board of Managers of each condominium together with, but not as a part of the common charges.

   While the total Association budget will be initially divided equally among the Residential Units planned for inclusion within the development (with an individual Condominium Unit Owner's portion varying in accordance with his percentage interest in the Common Elements), the Sponsor's obligation for Association assessments on unsold Units will be limited to a contribution to cover any deficiency which might arise between the actual expenses incurred, including indicated reserves, and the proportionate assessments levied on the Condominium Units and on owners of other Units who have clouded title to their Units.

2. These estimates of operating expenses and income have been made by the Sponsor based on actual bids and proposals and the balance based on estimates. It cannot be construed as an assurance of the final expenses and is merely based upon information available at this time.

3. Please refer to footnote no. 2 to Schedule B.

4. The bulk of the estimated expenses for legal and accounting is for accounting. If the Association becomes involved in litigation, additional assessments may be required.

5. Please refer to footnote no. 6 to Schedule B.

6. Please refer to footnote no. 12 to Schedule B.

7. The budgeted figure is for water and sewer charges for the pool and recreation building. It is based on an estimate from Duo Plumbing & Heating Corp., 88 Kreischer Street, Staten Island, New York 10309.

8. Please refer to footnote no. 8 to Schedule B.

IX. CONSTRUCTION AND PERMANENT FINANCING PROCURED BY SPONSOR

The Sponsor has not obtained a construction loan as of the acceptance date of this Offering Plan, but it shall have the right to encumber the Property by one or more building loan mortgages. However, the Sponsor is obligated to satisfy or release a Unit from any such mortgage encumbering the Community before the closing of title to such Unit.

The Sponsor has not secured a commitment from any lending institution for permanent financing. However, the Sponsor will apply for approval of the project from the Federal National Mortgage Association. A purchaser who requires financing must make his own arrangements with a lender of his own choosing to finance the purchase of a Unit. All expenses and costs in obtaining such financing are to be borne by the purchaser and are not included in the purchase price of a Unit. NO REPRESENTATION IS MADE BY THE SPONSOR AS TO THE AVAILABILTIY OR COST OF SUCH FINANCING. THE SPONSOR SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO ANY APPLICANT IF HIS APPLICATION FOR FINANCING IS NOT ACCEPTED, EXCEPT TO RETURN THE DOWN PAYMENT WITH INTEREST, IF ANY, PROVIDED THE PURCHASE AGREEMENT WAS CONDITIONED UPON OBTAINING SUCH FINANCING. The closing of title to a Unit where the purchaser has obtained financing will take place simultaneously with the closing of the mortgage loan and the proceeds will be applied toward the then balance of the purchase price.

X. CHANGES IN PRICES OF UNITS

The Sponsor will not make any change in the size or number of Units, their respective percentage of common interest or in the amount or quality of Common Elements except by duly filed amendment to the Plan. Furthermore, if the Declaration of Condominium was filed prior to such change, it will be amended to reflect such change provided all Unit Owners directly affected by such change consent to the amendment.

No change in the size or layout of a Unit, its percentage of common interest or in the amount or quality of Common Elements directly affecting or servicing a Unit will be made where a Purchase Agreement has been executed and delivered to the Sponsor for that Unit and where the purchaser is not in default under the terms of the agreement unless such purchaser consents to such change.

The prices for these condominium interests may be changed from those set forth in this Offering Plan so that purchasers may pay different prices for similar interests. No such change will be made other than pursuant to a duly filed amendment, except that the Sponsor reserves the right to decrease the sales prices below the Offering Plan prices without filing an amendment to the Plan at any time during the offering where a reduction in sales prices does not constitute a general offering but is rather the result of an individually negotiated Unit purchase.

Although the Sponsor intends to use the materials, fixtures, appliances and equipment described herein and in the building plans, the Sponsor reserves the right to substitute materials, fixtures, appliances and equipment of substantially equal quality for any of those set forth provided they are in accordance with the requirements of the City of New York.

XI. PROCEDURE TO PURCHASE

The Sponsor hereby offers for sale the Units to be constructed in the Condominium for residential occupancy in accordance with applicable municipal zoning regulations. Occupancy of the Unit or a portion of a Unit by a lessee or lessees of the Unit Owner for the purposes set forth in this paragraph shall be deemed in accordance with residential occupancy.

The sales price at which the Units are being offered are shown in detail in Schedule A. As indicated above, the Sponsor reserves the right to change the sales prices. Any such change will not affect the common interest of the Unit. However, some Purchasers may pay less or more for the same model Unit.

Any person may accept the Sponsor's offer to sell the Units by entering into a Purchase Agreement with the Sponsor. The Agreement provides that the Purchaser will purchase from the Sponsor a designated Unit in The Brook Club Condominium described in the Declaration creating such Condominium. Purchasers will be afforded a minimum of three (3) days to review the Offering Plan and all filed amendments prior to executing a Purchase Agreement, or they will be afforded not less than seven (7) days after delivery of an executed Purchase Agreement together with the required deposit to rescind the Purchase Agreement and have the full deposit refunded promptly. The purchaser must either personally deliver a written notice of rescission to the Sponsor or Selling Agent within the seven (7) day period or mail the notice of rescission to the Sponsor or Selling Agent and have the mailing postmarked within the seven (7) day period.

Any conflict between the Offering Plan and the Purchase Agreement shall be resolved in favor of the Offering Plan, and the terms of the Plan will survive closing of title to a Unit. Upon signing the Purchase Agreement the purchaser shall make a down payment of not more than ten (10%) percent of the total price of his Unit plus the cost of special work ordered by the purchaser. At the closing, upon full payment of the purchase price in cash or by mortgage, the purchaser will receive a bargain and sale deed with covenant against grantor's acts and containing the provisions set forth in Section 13 Subdivision 5 of the Lien Law, which will convey (i) good and marketable title of fee ownership in the Unit, and (ii) such percentage of common interest in the Common Elements as is set forth on Schedule A, free and clear of all liens and encumbrances other than those set forth on pages 44 and 45. The Purchase Agreement may be modified with the consent of the purchaser and the Sponsor in a manner not inconsistent with law, subject to the terms

of this Offering Plan. The Sponsor must either return a fully executed Purchase Agreement within ten (10) days to the purchaser or reject the Purchase Agreement and refund the deposit monies.

The Sponsor will hold all monies received directly or through its agents or employees in trust until the closing of title to a particular Unit or alternatively, the Sponsor will secure a bond from a New York insurance company in favor of each purchaser of a Unit at The Brook Club Condominium in an amount equal to the down payment deposits received by the Sponsor, directly or through its agents or employees. If a bond is posted, the Sponsor will duly file an amendment to the Plan prior to posting the bond.

All funds received by the Sponsor will be handled in accordance with the provisions of Section 352-h and 352-e(2)(b) of the General Business Law and Section 71-a(3) of the Lien Law and shall be employed by Sponsor only in connection with the consummation of the Plan. Section 71-a(3) of the Lien Law requires, at the purchaser's option, that the deposit funds be placed in an interest bearing escrow account in a bank, trust company, savings bank, state or federal savings and loan association located in New York. Said monies must be deposited within five (5) business days of entering into the contract. The Sponsor must advise the purchaser in writing within ten (10) business days after the deposit has been made. Such deposit, together with the interest accumulated thereon, shall remain the property of the purchaser until consummation of the Plan or until such time as either party is entitled to said funds pursuant to the Purchase Agreement and the Offering Plan.

If no bond is posted such funds will be held in a special account entitled "The Brook Club Condominium Special Account" or similar name in Citibank, N.A., 93-05 Jamaica Avenue, Woodhaven, New York. The signature of a member of the law firm of Albert A. Temkin, Esq., Woodhaven Boulevard, Woodhaven, New York as attorney for the Sponsor shall be required to withdraw any of such funds. Such funds will be payable to the Sponsor upon the closing of title to the Unit covered by the Purchase Agreement, or upon the posting of a bond in favor of the purchaser as aforesaid. Interest, if any, earned on such funds will be turned over or assigned to the purchaser at the closing. In the event of a default by the purchaser under such Purchase Agreement, which default continues for ten (10) days after notice of such default from the Sponsor to the purchaser, the down payment to a maximum of ten (10%) percent of the purchase price plus the actual cost of any special work ordered may be released to the Sponsor from such account as liquidated damages and thereafter neither party shall have any rights or obligations against or to the other. If the Sponsor cannot convey title to the Unit by reason other than the default of the purchaser, all monies advanced by the purchaser hereunder shall be returned to the purchaser, together with all interest, if any, earned thereon.

If a bond has been posted, it may be withdrawn after such default and notice. The deposit money may also be withdrawn if the purchaser rescinds the Purchase Agreement or upon mutual written consent between the purchaser and the Sponsor.

In the event of a failure by the Sponsor to convey title as set forth herein to any Residential Unit on or before six (6) months after the date of delivery of title set forth in the respective Purchase Agreement, except for unforeseen events not within the control of the Sponsor, such as acts of God, strikes, moratoria on necessary supplies or other such events, in which event the above period shall be nine (9) months, the purchaser will have the option to cancel the agreement and to have all monies refunded by the Sponsor, with interest, if any.

A date for the closing of title will be set by the Sponsor in accordance with the Purchase Agreement upon at least fifteen (15) days written notice to the purchaser. Said notice will also include notice of the purchaser's obligation to pay the balance of the purchase price and the date when the first month's common charges are due.

The risk of loss or damage to the Unit by fire or any other cause until the delivery of the deed or until the purchaser takes actual possession of the Unit pursuant to written agreement is assumed by the Sponsor. The Purchase Agreement is contingent upon the purchaser obtaining adequate financing. The Purchase Agreement requires the purchaser to furnish, deliver and/or execute all required documents to obtain such financing. Failure to comply with this requirement will be considered a material breach of the Purchase Agreement. If, after having complied with this requirement, the purchaser is unable to obtain the approval of the lending institution within thirty (30) days from the date of the acceptance of the Purchase Agreement, then the Purchase Agreement shall be deemed cancelled and all monies previously deposited shall be returned to the purchaser with interest, if any. The purchaser must notify the Sponsor within ten (10) days of his receipt of a rejection from a bank of his inability to obtain financing. Thereafter, both the Sponsor and Purchaser will be released from any liability. However, the Sponsor reserves the right for a period of thirty (30) days to designate another lending institution or to grant the mortgage loan itself on the same terms and conditions.

Purchasers should be aware that a mortgage commitment may expire prior to closing. In the event that the lending institution cancels or does not extend an expired firm commitment prior to the closing of title through no fault of the purchaser, Sponsor will refund all monies to purchaser with interest, if any, or Sponsor may at its option attempt to secure alternate financing within thirty (30) days on the same terms and conditions.

XII. EFFECTIVE DATE OF THE PLAN

The Sponsor's offer to sell the Units is contingent upon the Plan being declared effective and no closing to a Unit will be held until the Plan is declared effective. This Offering Plan will become effective on any date determined by the Sponsor by the giving of written notice of such effectiveness to purchasers. Thereafter, the Sponsor will within three (3) business days of said notice, disclose the Plan's effectiveness by filing an amendment to this

Plan and will thereafter file an affidavit of service of the notice on all purchasers.

The Sponsor will not declare the Plan effective or record the Declaration until it has accepted Purchase Agreements for at least fifteen (15%) percent in number of all the Residential Units in the Section or Sections included in the Condominium (i.e., twenty-eight (28) Residential Units if the Sponsor does not elect to reduce the size of the Condominium and all one hundred eighty-four (184) Residential Units in the three Sections are included, fifteen (15) Residential Units if only Sections I and II are included and eleven (11) Residential Units if only Section I is included. Further, the Sponsor has the option not to close title to any Unit if (i) less than eighty (80%) percent in number of Residential Units offered hereby have been sold within eighteen (18) months after the date of this Offering Plan, (ii) the Sponsor has not declared the Plan effective, and (iii) the Declaration has not yet been recorded. In the event that the Sponsor exercises such option, it shall forthwith return to the purchaser all monies paid with interest, if any, within twenty (20) days of the abandonment of the Plan. When Purchase Agreements for eighty (80%) percent of the Units have been accepted, the Sponsor must declare the Plan effective. Once the Sponsor has declared the Plan effective, the Sponsor reserves the right to abandon the Plan at any time prior to the first closing of title to a Unit for any defect in title which cannot be cured without litigation or cannot be cured for less than $150,000, or for substantial damage or destruction of the Buildings by fire or other casualty which cannot be repaired for less than $150,000 (as estimated by the insurance adjuster retained by the Sponsor) or the taking of any material portion of the Property by condemnation or eminent domain. There will be no obligation on the part of the Sponsor to incur expense in excess of $150,000 or engage in litigation to cure title defects. The Sponsor will declare the Plan effective prior to the closing of title to the first Unit. In the event that the Sponsor abandons the Plan, it shall promptly file an amendment to the Plan confirming the abandonment or file a notice of abandonment on a form required by the Department of Law. If Sponsor does not record the Declaration within twenty-four (24) months of the date of this Offering Plan, all monies advanced by purchasers will be returned to them within twenty (20) days of the abandonment of the Plan.

The Sponsor anticipates that any commitment it might obtain from a financial institution for construction and permanent financing may require that executed Purchase Agreements for a greater number of Units than are required to declare the Plan effective be obtained before funds may be drawn down for construction or permanent financing. Accordingly, the Sponsor may be unable to declare the Plan effective until Purchase Agreements covering at least that percentage of the Units required by the financial institution have been executed. As soon as a commitment has been obtained, the Sponsor will disclose the terms and conditions of such financing by duly filed amendment to the Plan.

XIII. CLOSING OF TITLE TO UNITS

A date of the closing of title will be set by the Sponsor in accordance with the Purchase Agreement upon at least fifteen (15) days written notice to the Purchaser. Said notice will also include notice of obligation to pay the balance of the purchase price and the date when the Purchaser will be required to commence payment of the first month's common charges. On the closing date fee title to the Unit will be conveyed to the Purchaser together with the Unit's undivided interest in the Common Elements. The closing of title to the first Units are expected to commence in January of 1989. Such closings, however, will only take place after or simultaneously with the happening of the following events:

1. The issuance of a temporary or permanent Certificate of Occupancy for the Unit or the Building in which the Unit is located and any other necessary permits.

2. The Declaration, By-Laws, floor plans and engineers and tax authority certification required by Section 339-p of Article 9-B of the Real Property Law of the State of New York shall be recorded or filed as required by law.

3. The Unit and its undivided interest in the Common Elements shall not be subject to the lien of any mortgage at the time of closing except any mortgage requested by the purchaser at the time of closing representing a purchase money mortgage or mortgages taken by the purchaser.

4. The purchaser having received at least fifteen (15) days written notice of the closing and having had an opportunity to inspect the Unit and other property subject to the Declaration.

5. The filing of an amendment to the Offering Plan disclosing that the Plan has been declared effective pursuant to the terms of Section XI of the Plan and that the Units to be closed have been constructed in accordance with the plans and specifications to be filed with the Office of the Register of the City of New York, Kings County, and that the Sponsor has or will promptly comply with the requirements of paragraphs 1 through 7 hereof.

6. The delivery to the Unit Owner of a Bargain and Sale Deed with covenants against grantor's acts in the form set forth in Schedule E.

7. Purchaser shall receive any manufacturers' warranty certificates with respect to equipment and appliances in-

stalled in the Unit and Sponsor shall assign any warranties with respect to equipment and appliances installed in Common Elements to the Board of Managers.

8. The purchaser shall execute an instrument in the form annexed to the Purchase Agreement designating the Board of Managers as his attorneys in fact, coupled with an interest for the sole purpose of managing, selling, mortgaging, leasing, voting or otherwise dealing with any Units acquired by the Board of Managers in accordance with any of the provisions of the By-Laws.

9. If so requested by the purchaser, the Ticor Title Insurance Company, a title insurance company licensed to do business in New York State, or such other title company that is licensed to do business in New York State shall agree to insure that such purchaser has good and marketable fee title in the Unit, free and clear of all liens and encumbrances except those set forth on pages 44 and 45 of this Offering Plan, and subject to the provisions of the Declaration and By-Laws and any mortgage executed by the purchaser and that the Condominium was validly formed pursuant to Article 9-B of the Real Property Law.

The Unit Owner, at his option, may purchase title insurance covering his interest in the Unit. See page 45 for the cost of such insurance. Title to the Unit will be subject to the following:

1. State of facts of the Property as shown on a survey dated June 2, 1986 made by McElroy & Eaton showing vacant land and any state of facts which an accurate survey of the Unit would show provided such state of facts would not render title unmarketable.

2. Any sewer, water, gas, electric, drainage, telephone, cable television or utility easements granted or to be granted hereafter.

3. $1.00 N.Y.C. Condemnation Clause contained in deed recorded in Liber 8763 cp. 277.

4. Easements in prior deeds of record.

5. All of the terms, covenants and conditions of the Declaration, the By-Laws and the Building Plans as they are subsequently filed or recorded and the Offering Plan and any amendment thereto.

6. All easements set forth in the By-Laws and Declaration as they are subsequently recorded and in the Offering Plan and Purchase Agreement including:

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

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

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

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

The Sponsor has been advised by its counsel that in counsel's opinion, none of the exceptions to title hereinabove set forth are contrary to the terms of the Purchase Agreement nor do they interfere with the quiet use and enjoyment of the Purchaser's Unit as represented in this Offering Plan. However, the underlying documents concerning the exceptions will be available to a Purchaser's attorney for inspection at the office of the Sponsor both prior to and following the execution of the Purchase Agreement.

XIV. CLOSING COSTS AND ADJUSTMENTS

The estimated closing costs and expenses to be borne by each purchaser are as follows:

(a) Fee title insurance charges, if ordered from Ticor Title Insurance Company or any other title company licensed to do business in the State of New York, in accordance with the schedule of rates set by the title company and filed with the New York State Department of Insurance of

$177.28 on the purchase price up to $5,000 and $5.81 for each additional thousand or fraction thereof up to $50,000, $4.74 for each additional thousand or fraction thereof up to and including $100,000, and $3.80 for each additional thousand or fraction thereof up to and including $500,000, i.e., $789.73 based upon a purchase price of $130,000 or alternatively, where a mortgage title policy is simultaneously issued, the reduced rates set by the title company.

(b) Fee for recording the deed covering the Unit and the power of attorney in favor of the Board of Managers of approximately $28, the New York State transfer tax of $2.00 per $500 or fractional portion thereof of the gross consideration less (where the gross consideration is less than $500,000) any pre-existing, unassigned and continuing mortgage liens, and the New York City transfer tax of 1% of the purchase price. WHILE THE NEW YORK STATE AND NEW YORK CITY TRANSFER TAXES ARE CUSTOMARILY PAID FOR BY THE SELLER IN SINGLE FAMILY HOME TRANSACTIONS, THE BURDEN OF PAYING SUCH TAXES MAY BE MODIFIED BY CONTRACT. AS IS COMMON WITH MANY OTHER CONDOMINIUM DEVELOPMENTS IN NEW YORK STATE, THE PURCHASE AGREEMENT PROVIDES THAT THE PURCHASER OF A UNIT WILL BE REQUIRED TO PAY THESE TRANSFER TAXES AT THE CLOSING.

(c) In the event the Purchaser shall obtain a purchase money first mortgage from a lending institution he will customarily pay at the closing of title the following costs (on the basis of a $100,000 mortgage): (i) mortgage recording tax in the amount of 1% of the amount of the mortgage up to $10,000 and 1-1/4% of the amount of the mortgage over $10,000 ($1,225); (ii) the premium for the mortgage title insurance policy ($563.03); (iii) mortgage recording fees of approximately $28; and (iv) the lending institution's attorneys' fees pertaining to the mortgage. The mortgage recording tax will be paid on the full amount of the mortgage taken and/or assumed by the Purchaser and a portion of the mortgage recording tax set forth under subparagraph (i), to be computed in accordance with Section 339-ee, subsection 2, of the New York Condominium Act, or in accordance with the partial exemption available pursuant to Section 255 of the New York State Tax Law, shall be paid to the Sponsor in reimbursement of mortgage recording taxes which the Sponsor and its predecessors in interest will have previously paid in connection with construction and other blanket mortgages on the Community. The Sponsor makes no representation as to what additional closing costs may be charged by a particular lender.

(d) A charge of $75 covering survey fees;

(e) The Sponsor is unable to estimate the total closing costs and expenses to be borne by each purchaser, since each purchaser will be responsible for any expenses and costs that may be charged by the lending institution which he may choose, if any. The expenses and costs of obtaining a mortgage may include an origination fee from said lending institution for placing a mortgage commitment, attorneys' fees, appraisal and credit fees.

In addition, the purchaser will have to furnish the lending institution with a policy of title insurance, insuring the said mortgage, and will be responsible for the recording fees and payment of mortgage taxes and transfer taxes.

(f) Each purchaser shall contribute an amount equal to twice the monthly Common Charges attributable to his Unit, as listed on Schedule A of the Plan, on the closing date as initial Working Capital, to be used by the Board of Managers of the Condominium. These contributions are fixed fees which will not be affected by any increase or decrease in the Condominium budget. The initial Working Capital Fund will be used to pay for insurance premiums and other items in the budget which will be payable prior to the time that sufficient monthly Common Charges and assessments have accrued to pay these items. While the Sponsor is in control of the Board of Managers of the Condominium, the Working Capital Fund will not be used to reduce the Common Charges. If any portion of the Working Capital Fund is used during this period, such amounts will be repaid to such Fund out of Common Charges collected and the entire balance of such Fund will be turned over intact to the new Board at such time as the Sponsor turns over control of such Board.

(g) Each purchaser shall pay to the Sponsor $250 for reimbursement of the Sponsor's cost in obtaining partial tax exemption benefits pursuant to Section 421a of the New York State Real Property Tax Law.

To insure that the Board will eventually collect the initial Working Capital contributions on all Units in the Community, at the time the Sponsor turns over control of the Board, it will deposit the contributions discussed in paragraph (f) above for each remaining untitled Unit in an escrow account which will specifically indicate that the funds are being held for the benefit of the Board. As the Sponsor conveys titles to the remaining unsold Units, it will collect an amount equal to two (2) months of Common Charges as an initial Working Capital contribution from the purchasers of such Units.

Upon turning over such contributions to the respective Boards, the Sponsor will be entitled to withdraw comparable sums from the escrow account.

All real estate taxes and any Common Charges assessed during the month in which title closes or established as a reserve shall be adjusted as of the closing date based upon the last bill rendered for such taxes or charges. If a Unit has not been separately assessed on the closing date for the then current fiscal tax year, the apportionment of taxes shall be based upon the assessment of the Community and the percentage interest in the Common Elements appurtenant to the Unit. In such event, the Sponsor will place in escrow an amount equal to the unpaid real estate taxes which will be levied against the parcel for the six month period following the first closing or until the Units are separately assessed, whichever is shorter. The Sponsor will pay the real estate taxes from the escrow account when taxes are due and payable and is entitled to reimbursement from Unit owners.

In addition, should the purchaser elect to obtain a purchase money mortgage, he may be required by the lending institution to deposit monthly with the lending institution commencing with the closing date a reserve for the payment of real estate taxes. The amount of the deposit will be a multiple of the estimated monthly real estate taxes and will vary in accordance with the date of closing of title to a particular Unit.

Each purchaser shall be responsible for the payment of fees of his own attorney. The mortgage and fee title policy premiums, the recording charges and the mortgage and transfer taxes set forth above are those in effect as of the date of this Offering Plan. If said premiums, charges or taxes are subsequently revised by the title company, the State, or Municipality, each purchaser shall be required to pay the title policy premiums, recording charges and mortgage and transfer taxes in effect as of the date of the closing of title to his Unit.

The Sponsor anticipates that the only items which will be apportioned at the closing of title to Units will be real estate taxes and Common Charges, if they have been declared due and payable by the Board of Managers of the Condominium. If Common Charges have not been declared due and payable, the Sponsor will be responsible for paying all of the expenses of the Condominium. The adjustments will be made as of 11:59 P.M. on the day preceding the closing date. In the event there are any other items which are to be apportioned at closing, the Sponsor will advise the purchaser in writing of such items at least fifteen (15) days before the closing.

XV. RIGHTS AND OBLIGATIONS OF THE SPONSOR

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

Unit Owners. During the time the principals of the Sponsor control the Board, it is within their sole power to enforce the obligations of the Sponsor pertaining to the Common Elements and, therefore, Sponsor agrees that during such period it will in its capacity as the Board of Managers, enforce such obligations when required to do so by a resolution duly passed by a majority of the Unit Owners, excluding Sponsor, at a special meeting of the Unit Owners called for such purpose. Upon the conveyance of title to the first Unit, Sponsor will deliver a letter to the Board of Managers obligating Sponsor to perform the following obligations:

1. The Sponsor will be obligated to pay off and otherwise comply with the terms of any building loan mortgage on the entire Community. After the recording of the Declaration and before the closing of title to the first Unit, the building loan mortgage will be satisfied, or subdivided, extended and consolidated with the individual permanent mortgage which will be placed on the Units of those purchasers obtaining a purchase money mortgage. In addition, before the closing of title to the first Unit, all liens affecting the Community shall be paid and satisfied on the Unit being conveyed and its appurtenant common interest shall be released therefrom by partial release duly recorded.

2. Until title to all Units is passed to bona fide purchasers, the Sponsor will pay such Common Charges and assessments as are assessed by the Board of Managers on Units to which title has not yet passed whether built or unbuilt in all Sections to which a Declaration has been recorded. Until Common Charges are declared due and payable, the Sponsor will pay all expenses of the Condominium.

3. The Sponsor will obtain a temporary or permanent Certificate of Occupancy and any other certificate or permit required by law for the Unit or the Building in which the Unit is located and will, at its own cost, perform any work and supply any materials necessary to obtain a permanent Certificate of Occupancy and all other certificates or permits covering electrical work from the Department of Water Supply, Gas and Electric.

   If a permanent Certificate of Occupancy for a Unit has not been issued as of the date of closing of title to such Unit, the Sponsor will continue to hold a sum equal to 2-1/2% of the Total Purchase Price of such Unit in escrow pursuant to Section 352-e(2)(b) of the General Business Law until a permanent Certificate of Occupancy is issued or until the Sponsor secures a certification from an architect or engineer that a lesser sum is needed to complete the work needed to obtain the permanent Certificate of Occupancy. Such certification must be based upon the report of the

inspector responsible for the issuance of the temporary Certificate of Occupancy.

Alternatively, the Sponsor may deposit with an escrow agent an unconditional, irrevocable letter of credit or post a surety bond in the lesser of 2-1/2% of the Total Purchase Price or the amount certified by the Sponsor's engineer or architect. In such event, the Sponsor will disclose said fact by means of a duly filed amendment to the Offering Plan.

In the event an institutional lending institution which is making a mortgage loan on an individual Unit requires monies to be deposited with it in escrow to insure that a permanent Certificate of Occupancy covering the Unit is issued, the Sponsor's escrow agent is authorized to turn over the escrow deposit to such lending institution.

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

5. The Sponsor will pay all contractors, subcontractors and materialmen and all others involved in the construction of the Community for work performed and fixtures, material and equipment supplied or installed in the construction of the Community and will cause all mechanic's liens arising out of the construction of the Community or the furnishing or installation of fixtures or equipment, to be discharged promptly after the liens are filed.

6. The Sponsor will diligently, expeditiously and at its own cost, complete construction of the Community substantially in accordance with the plans and specifications described herein and will diligently perform all of its obligations set forth in this Offering Plan and will deliver to the Board of Managers a copy of "as built" plans filed with the recording of the Declaration or any amendment thereto. The delivery of filed floor plans will take place upon the completion of construction of the Community or upon the turnover of the Board of Managers to Unit Owners independent of the Sponsor, whichever occurs later.

Notwithstanding the foregoing, the Sponsor reserves the right to change the size, number, interior layout and location of the Buildings and other improvements or Common Elements, provided such changes do not change or adversely affect the value or percentage of common interest of any Unit to which title has closed or for which a Purchase Agreement has been executed and is in effect unless all affected Unit Owners consent in writing to such a change and all affected purchasers are given the right to rescind their Purchase Agreements and to receive the return of their down payments together with interest thereon, if any. No such change will be made other than pursuant to a duly filed amendment to the Offering Plan and to the Declaration in the event the Declaration was recorded prior to such change.

7. The Sponsor has no obligation to defend any suits arising out of any acts or omissions occuring prior to the recording of the Declaration except claims arising out of the acts, omissions or representations of the Sponsor.

8. The Sponsor will make periodic visits to the Property at reasonable intervals to correct any defect in the construction of a Unit or the Common Elements, or in the installation or operation of any mechanical equipment therein, due to improper workmanship or material substantially at variance with this Offering Plan provided and on condition that (a) in the case of a Unit, it is notified in writing of such defect(s) within one (1) year from the closing of title to or first leasing of such Unit or; (b) in the case of Common Elements, the Sponsor is notified of or becomes aware of such defect(s) within fourteen (14) months from the date of substantial completion of the defective portion(s) of the Common Elements or the date of closing of title of the first Unit to a bona fide Purchaser, whichever is later, as the case may be. With respect to the Common Elements other than the Common Elements forming the Buildings, the Sponsor will give written notice to the Board of Managers when such Common Elements or a portion thereof has been substantially completed. Such notice will not be binding upon either party with respect to the determination as to whether such portion(s) of Common Elements have been substantially completed. Within sixty (60) days of the closing of title to the first Unit, a Unit Owner who is independent of the Sponsor will be elected to the first Board of Managers by a majority of the then Unit Owners other than Sponsor. Every three (3) months the Sponsor shall send a written notice to the entire Board stating whether or not it has been notified or has otherwise become aware of any defect in the Common Elements and shall itemize all

such defects. The quality of construction shall be comparable to local standards customary in the particular trade and in accordance with the plans and specifications. The Sponsor makes no warranties as to appliances, except that it will deliver to each purchaser, the manufacturer's warranties thereon as set forth in paragraph 9 below. In no event shall the Sponsor be responsible for the partial or total death of any trees, shrubs, bushes or other landscape improvements, nail pops, ridging, lumber shrinkage, squeaking floors, normal settlement or any consequential damage resulting therefrom, water problems caused by ice dams, normal plumbing and heating noises, carpet stretching, damage to walkways or other concrete areas caused by the application of salt or deicers, normal settlement cracks on concrete foundations, terraces, sidewalks and other flat work, basement leaks resulting from extraordinary acts of God or alterations of landscaping or grading (whether performed by the Condominium or a Unit Owner), leakage resulting from ice dams forming on roofs, spalling or flaking of concrete surfaces if ice melting compounds have been used, scuffing of kitchen cabinets or vanity surfaces, variations of wood grain or staining of kitchen cabinets or vanities or minor chips to formica tops, edges and surfaces. Subsequent to the conveyance of title to a Unit, the Sponsor shall not be responsible for paint touch-ups, repair of dented appliances, porcelain or formica chips and scratches in tubs, vanities or countertops. The Sponsor has no obligation to make any repair to the Units or the Common Elements except as expressly set forth in the Offering Plan. Nothing contained herein shall be construed to render the Sponsor liable for consequential damages (whether based on negligence, or breach of contract, warranty, or otherwise), it being intended that the Sponsor's sole obligations pursuant to this section of the Plan shall be to repair or replace (at the Sponsor's option) any defective item of construction (whether arising as a result of substantial defects in material or improper workmanship) subject to the terms and conditions (and within the time limits) set forth in this section of the Plan.

9. The Sponsor will deliver to the Purchaser and/or the Board of Managers upon the recording of the Declaration all manufacturers' and subcontractors' heating, plumbing, roofing and appliance warranties relating to the purchaser's Unit or the Common Elements respectively, if any, to the extent made by such manufacturers and subcontractors and to the extent such warranties are assignable.

10. Until (i) eleven (11) months after the transfer of control of the Board, or (ii) eleven (11) months after the closing of title to the last Unit, whichever is sooner, provided the Community is completed, the Sponsor will not voluntarily assign, transfer or sell its interest in the real estate, which is the subject of this offering, except in accordance with this Offering Plan, and the principals of the Sponsor will not voluntarily reduce by more than 49% their equity interests in the Sponsor. Further, during such period the principals of the Sponsor shall not voluntarily liquidate or dissolve the Sponsor or make any distribution of assets of the Sponsor except for the payment of any expenses (including salaries, fees and other expenses) and repayment or reduction of the obligations of the Sponsor pertaining directly or indirectly to this Offering.

However, the principals of the Sponsor may freely transfer their partnership interests in the Sponsor and the Sponsor may be liquidated at any time after completion of the Community and may distribute any of its assets even though such distribution does not pertain to this Offering, at any time thereafter if the principals of the Sponsor deliver to the Board of Managers a bond issued by a surety company licensed to do business in New York or set aside cash in a special bank account to the Board of Managers for the purpose of securing the obligations of the Sponsor, which bank account or bond shall be in the amount of $50,000 and which bond shall run for a term and bank account shall remain intact for a term ending eleven (11) months after the transfer of control of the Board of Managers, or eleven (11) months after the conveyance of title to the last Unit, whichever is sooner, and in the case of liquidation, after thirty (30) days' notice of intention to liquidate is given to all Unit Owners. In the event the Sponsor is liquidated as set forth above and the $50,000 bond is not sufficient to meet the Sponsor's warranty obligations under this Plan, a Purchaser or the Board of Managers may be required to seek redress by legal action or other means. No representation is made as to the eventual outcome of such action.

This paragraph 10 shall in no way be deemed as a limitation of any of the Sponsor's liabilities or of any of the rights and remedies of the Unit Owners pursuant to law.

11. In accordance with Section 339-p of the Real Property Law, a registered architect or licensed professional engineer shall certify within reasonable tolerances that the floor plans filed with the recording of the Declaration are an accurate copy of portions of the plans of

the Building as filed with and approved by the municipal or other governmental subdivision having jurisdiction over the issuance of permits for the construction of the Building. In addition, an architect or professional engineer shall make at least one inspection at the following stages of the development: at foundation and exterior piping stage; at rough carpentry and masonry work stage; at electrical, plumbing and heating stage; and at completion of roadways, walkways and landscaping stage, to verify that the Community is being constructed in accordance with such plans. The reports of such inspection shall be available at such architect's or professional engineer's office for examination by the Board of Managers of the Condominium for a period six (6) years from the date of this Plan.

12. Pursuant to Section 352-e (9) of the General Business Law, copies of all documents mentioned in this Offering Plan, including without limitation the following, are and will be kept on file at the office of the Sponsor set forth on the cover page of this Offering Plan for six years from the date of the first Unit closing for examination by any person who has purchased a condominium interest offered by this Plan or otherwise has participated in this offering: this Offering Plan; the proposed Declaration and By-Laws of the Condominium; mortgages covering the Property; public liability, fire and casualty policy; and Exhibits submitted to the Department of Law in conjunction with this Plan.

13. The Sponsor will procure, on behalf of and at the expense of the Condominium, the insurance policy or policies set forth in the footnotes to Schedule B of the Offering Plan.

XVI. CONTROL BY THE SPONSOR

The Sponsor, as owner of unsold Units, will have voting control of the Board of Managers until two (2) years from the date of the closing of title to the first Unit, one (1) year from the date of conveyance of title to fifty-one (51%) percent of the Residential Units or thirty (30) days after title to the last Residential Unit has been conveyed by the Sponsor, whichever is sooner. The Sponsor, during this indeterminate period, thus will have control of maintenance, facilities and services to be provided and will determine the Common Charges to be paid by all Unit Owners, including the Sponsor and the enforcement of the Sponsor's obligations. However, during such control period, the Sponsor will not increase or decrease the services set forth in the Estimate of Income and Expenses (Schedule B) and this Offering Plan without the consent of a majority of all Unit Owners (other than Sponsor voting as a Unit Owner) present at duly called meeting of the Unit Owners.

In addition, as long as the Sponsor or its designee shall continue to own Units representing twenty five (25%) percent or more in common interest, but in no event later than three (3) years after the date of the conveyance of title to the first Unit, the Board of Managers may not, without the Sponsor's prior written consent, (i) make any additions, alterations or improvements to the Common Elements or to any Unit costing cumulatively more than twenty (20%) percent of the Condominium's prior year operating budget, the foregoing not to include necessary repairs and maintenance work; (ii) assess any Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund in excess of the reserve for contingencies provided in Schedule B; (iii) hire any employee in addition to the employees referred to in the Plan; (iv) enter into any contracts not in existence on the date the Plan is declared effective; or (v) borrow money on behalf of the Condominium.

The first Board of Managers of the Condominium will consist of principals and employees of the Sponsor. Within sixty (60) days of the closing of title to the first Unit, a Unit Owner who is independent of the Sponsor will be elected to the Board of Managers by a majority of the then Unit Owners other than the Sponsor to serve on the Board until the first Board of Managers resigns. Within thirty (30) days after title to the last Residential Unit is conveyed by the Sponsor, but in no event later than two (2) years after the closing of title to the first unit, or one year after the closing of title to fifty-one (51%) percent of the Residential Units, whichever is sooner, the Sponsor will call the first annual meeting of the Unit Owners at which time a new Board of Managers will be elected. Upon the election of the new Board, the members of the first Board will resign. The Sponsor will not vote for the election of the new Board, but will continue to vote its interest on other matters coming before the Unit Owners. Notwithstanding the foregoing, the Sponsor will have the right to designate at least four-ninths (4/9) of the Board so long as it owns more than thirty-five (35%) percent of the Residential Units in number, one-third (1/3) of the Board as long as it owns less than thirty-five (35%) percent but more than ten (10%) percent of the Residential Units in number and one (1) member of the Board so long as it owns at least one Residential Unit.

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

XVII. RIGHTS AND OBLIGATIONS OF UNIT OWNERS

Sale or Lease of Units

Units can be sold or leased by a Unit Owner, provided that he is not in arrears on the payment of Common Charges (except where the payment of such unpaid Common Charges is paid by the grantee or provided for out of the proceeds of the sale), and provided further that the sale or lease of a Garage Unit may only be made to an owner or purchaser of a Residential Unit. No Unit can be sold or leased unless it is first offered to the Condominium under the same terms and conditions as the prospective purchaser or lessee has offered to purchase or lease the Unit. See Article XI, Section 1 of the By-Laws. A purchaser is free to make a gift of his Unit to anyone during his lifetime or to devise his Unit by will, or to have it pass by intestacy without any restriction provided, however, that such new Unit Owner shall be bound by and his Unit shall be subject to the foregoing restrictions. No Unit can be sold without a simultaneous sale of the undivided interest in the Common Elements. No Residential Unit can be sold without a simultaneous sale of the Unit Owner's Garage Unit, if any.

The Sponsor or any mortgagee acquiring title to a Unit by foreclosure will not be subject to the foregoing restrictions. Further, the Sponsor may rent a Unit to the purchaser of said Unit if the purchaser so desires prior to the conveyance of title to said Unit.

Restrictions on Occupancy and Use

There is no restriction upon ownership of a Unit. Occupancy of a Residential Unit, however, many only be for residential or home occupational purposes in accordance with the applicable zoning regulations of the municipality having jurisdiction over the Community. A studio or one-bedroom Unit may not be occupied by more than two (2) persons. Notwithstanding the foregoing, the Sponsor may, witout permission of the Board of Managers, retain ownership of one or more Residential Units for use as models or sales and/or promotional offices in connection with the sale or rental of Units. Garage Units and parking spaces may be used only for the purpose of parking automobiles and for such other purpose as the Board of Managers shall from time to time in writing permit.

The By-laws of the Condominium contain the following use restructions: No immoral, improper, offensive or unlawful use shall be made of the Community nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Unit Owners, their families, employees, guests and pets shall not use or permit the use of the Units and Common Elements in any manner that would be illegal, disturbing or a nuisance to other Unit Owners. No resident shall put any advertisement or poster of any kind in or on the Community

without the consent of the Board of Managers. It is prohibited to hang garments, rugs, etc. from the windows or from the Buildings or to string clothes lines on or over the Common Elements or to use any of the Common Elements for storage. No Unit Owner shall paint the exterior surfaces of the windows, walls or doors opening out of his Unit. The interior roadways or parking areas of the Condominium shall not be used for storage or long term parking of any boat, trailer, camper, bus, truck or commercial vehicle. Any such parking shall be subject, in addition, to any restriciton due to zoning or local ordinance requirements. See Schedule G, Article VIII for complete details.

Mortgage of Units by Unit Owners

The Unit Owner may mortgage his Unit at any time after he acquires title to the Unit in whatever amount and under whatever terms he can obtain, provided that the mortgage can only be taken from a bank, savings and loan association, life insurance company, pension fund, trust company or other institutional lender. Any Unit Owner may, however, upon the resale of his Unit, grant a purchase money mortgage to a purchaser of his Unit. A Unit Owner may mortgage his Unit only if all arrears for Common Charges, if any, are provided for at the closing of the mortgage.

Common Charges - Assessment and Collection

The Board of Managers will prepare and furnish its budget to the Unit Owners and their mortgagees annually. Based upon such budget and any modification thereof approved by the Board of Managers, the Unit Owners will be charged for the cost of the operation of the Condominium in accordance with their interest in the Common Elements. Any special assessments will be charged to the Unit Owners in accordance with their interest in the Common Elements. The charges assessed by the Board of Managers ("Common Charges"), in addition to the cost of repairing and maintaining the Common Elements, management charges, charges for water and electricity consumed in the Common Elements and other normal operational costs, may include, in the discretion of the Board of Managers, reserves, Working Capital and other sums necessary to carry on the affairs of the Condominium.

The estimates of Condominium expenditures in Schedules B and B-1 were made by the Sponsor and passed upon by Alpha Management Company, 962 Manor Road, Staten Island, New York 10314. Although the Sponsor is of the opinion that such estimates are accurate and reasonable, they are not intended and cannot be construed as an assurance of the actual expenses and are merely based upon information available at this time. Actual costs may be lesser or greater than as set forth herein.

It is presently anticipated that the Common Charges are to be used primarily to pay for fire and other casualty insurance on

the buildings and the Common Elements, public liability and property damage insurance as set forth on page 32, maintenance of the Common Elements and operations of the Condominium. The Common Charges do not include maintenance, repairs or decoration of the interior of the Units or portions thereof, payments required pursuant to the terms of Unit Owners' mortgages or real estate taxes covering the individual Units.

The Common Charges which will be collected monthly by the Board of Managers and other costs of maintenance of the Units are set forth on Schedule A. However, additional services which the Unit Owners may desire or other factors can increase these charges. The Board of Managers will commence the collection of Common Charges upon the closing of title to the first Unit in an amount no greater than as set forth herein and only in such amount as will be necessary to carry out the duties of the Board of Managers as set forth in this Offering Plan and such Common Charges shall be paid by the Unit Owners and the Sponsor as owner of the unsold Units in accordance with the common interest set forth herein. The common charges will be placed in an account in the name of the Board of Managers in Citibank, N.A., 93-05 Jamaica Avenue, Woodhaven, New York or any other bank designated by the Board of Managers.

Where a Unit is damaged by casualty and the proceeds of insurance are not sufficient to cover the repair of the damage, the amount necessary to restore the Unit over and above the proceeds from any fire insurance on the Units will be a common charge to all Unit Owners. In order to protect the Unit Owners against the possibility of such common charges, the Board of Managers determines the amount of blanket casualty insurance covering all Units (the cost of such insurance is part of the common charges) and reviews the amount of such coverage annually.

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

Liens for the Non-Payment of Common Charges

Under the Real Property Law of the State of New York, the Board of Managers shall have a lien against each Unit for its unpaid Common Charges and legal interest thereon prior to all other liens except liens for the payment of taxes and all sums unpaid on a first mortgage of record. The lien shall continue in force even after resale of a Unit except that the Board shall, in accordance with the Declaration, release the lien and right to collect unpaid Common Charges against any purchaser of a Unit where such purchase arises out of a foreclosure of a first institutional mortgage when the Board of Managers has been made a party to the foreclosure action. The Board of Managers may foreclose the lien in the same manner as a mortgage on real property and in doing so shall be entitled to recover all costs incurred including reasonable attorneys'

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

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

Repairs, Alterations and Improvements to Units

The Unit Owner can make any interior alterations or improvements to the Unit he desires without obtaining the consent of the Condominium so long as such alterations or improvements do not affect the Building in which the Unit is located or any other Common Element. Repairs to Common Elements shall be the responsibility of the Board of Managers and the cost of such repairs shall be a common expense. In the event such alterations or improvements affect the structural soundness of the Building in which the Unit is located, the Unit Owner must first obtain the written consent of the Board of Managers.

All maintenance to the Units including electrical repairs, plumbing stoppages, window cleaning, painting, repairs and replacements to the Units, including windows and doors abutting a Unit and repairs to pipes, wires and conduits located within and servicing the same Unit shall be made by the respective Unit Owners at their own expense. Each Unit Owner will also be responsible for the maintenance of portions of the Common Elements irrevocably restricted to his use, except for structural repairs thereto.

In the event that the Unit Owner fails to make any repair or creates any condition which affects the Building in which his Unit is located, the Common Elements or any other Unit, the Board of Managers, may, upon notice given in accordance with the provi-

sions of the By-Laws, make such repair or correct such condition and charge the Unit Owner for the cost of such service. In the event it becomes necessary for the Board of Managers to bring any lawsuit or other proceeding to enforce its right to make such repair or correct such condition or to collect any sum due on account thereof, the Board of Managers shall also be entitled to collect reasonable attorneys' fees in connection with such suit or proceeding.

Insurance

The Board of Managers shall obtain and maintain, to the extent obtainable, fire insurance with extended coverage, water damage, vandalism and malicious mischief endorsements insuring the Buildings, including all of the Units and the bathroom, kitchen and laundry equipment initially installed therein by the Sponsor, (but not including furniture, furnishings or other personal property supplied by or installed by Unit Owners) together with all heating, air-conditioning equipment and other service machinery contained therein, covering the interest of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as such interest may appear, in an amount equal to the full replacement value of the Buildings. Each of such policies shall contain a New York Standard Mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee hereinafter set forth; and such other insurance as the Board of Managers may determine.

In addition to the insurance set forth herein, the purchaser may desire to insure his personal effects and the interior of the Unit itself for fire and liability. Such insurance, if taken by the purchaser, will be payable by the purchaser directly.

The proceeds of all policies of physical damage insurance carried by the Board shall be payable to the Board of Managers in the event of a loss amounting to $50,000 or less, and to the Insurance Trustee if the loss shall amount to more than $50,000 to be applied for the purpose of repairing, restoring or rebuilding the Buildings unless otherwise determined by the Unit Owners, as hereinafter set forth.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro-rata liability of the insurer as a result of any insurance carried by the Unit Owners or of the invalidity arising from any acts of the insured or any Unit Owners and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including all mortgagees of Units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of

payment of premiums shall be delivered to all mortgagees of Units at least ten (10) days prior to expiration of the then current policies.

The amount of fire insurance to be maintained on the Community upon the transfer of title to all Units and until the first meeting of the Board of Managers following the first annual meeting of the Unit Owners will be in the amount of at least $23,500,000 for all one hundred eighty-four (184) Residential Units. The Board of Managers shall review the amount of fire insurance annually.

A New York bank or trust company designated by the Board of Managers shall be the Insurance Trustee. In the event that the Insurance Trustee shall resign or not qualify, the new Insurance Trustee shall also be a bank or trust company in the State of New York designated by the Board of Managers. The Insurance Trustee shall hold all proceeds of insurance policies in accordance with Section 254.4 of the Real Property Law.

The cost of all such insurance and the fees and expenses of the Insurance Trustee shall be paid by the Board of Managers and shall constitute a common expense. The Board of Managers shall also obtain and maintain, to the extent obtainable: (1) fidelity insurance covering all employees of the Condominium who handle Condominium funds; (2) Workers' Compensation insurance; and (3) in order to limit the liability of Unit Owners for personal injury and tort, public liability insurance covering each member of the Board of Managers and each Unit Owner, in such limits as the Board of Managers may deem proper. The Board of Managers shall review such limits once each year.

The public liability insurance policy to be maintained until the first meeting of the Board of Managers following the first annual meeting of the Unit Owners will be a limit of $1,000,000 per occurrence covering all claims for bodily injury and $1,000,000 for property damage arising out of any one occurrence in the Common Elements.

Unit Owners shall not be prohibited from carrying other insurance for their own benefit provided such policies contain waivers of subrogation and further provided that the liability of the carriers issuing insurance procured by the Board of Managers shall not be affected or diminished by reason of any Unit Owner's other insurance.

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

The Board will arrange for repair of the Units in the event of a casualty loss. In the event the insurance proceeds are not sufficient to cover the cost of repairs to the Units, the balance

of the cost of such repairs will be assessed against all Unit Owners. For further provisions regarding repair or reconstruction of Units, after fire or casualty and condemnation provisions see Article VII and XII of the By-Laws. In the event of a casualty loss, the Unit Owner will continue to pay the Common Charges on his Unit.

Although there is no requirement for annual appraisals to ascertain whether the insurance coverage is adequate, such appraisals are required prior to renewal of any fire policy. See Schedule B for the estimated insurance costs of the Condominium.

Access by Board of Managers

The Board of Managers and its agents, employees and contractors shall have a right of access to any Unit and to all portions of the Common Elements for the purpose of carrying out any of its obligations under the Declaration and By-Laws.

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

Ownership of a Unit in the Condominium subjects the Unit Owner to compliance with the provisions of the Declaration and By-Laws as well as any rules and regulations contained in the Declaration or By-Laws or established by the Condominium in accordance therewith. The rules and regulations set forth in the Declaration and By-Laws can be found in Part II of the Plan Schedule F, Article Seventeenth and Schedule G, Article VIII. The Board of Managers can institute legal actions to enforce compliance with the provisions of the Declaration and By-Laws as well as the rules and regulations established therewith.

The provision of the Declaration and By-Laws that requires written consent of the Board of Managers prior to a Unit Owner making an alteration that would impair the structural soundness of the Building in which the Unit is located does not apply to the Sponsor.

The provision of the By-Laws which requires members of the Board of Managers to be Unit Owners will not apply to the first Board of Managers.

Other Liens

At the time of the closing of a Unit, there will be no other liens or encumbrances on the Unit or Common Elements other than the lien for non-payment of Common Charges, the lien of a first mortgage which arises if the purchaser obtains a first mortgage on his Unit and the liens and encumbrances set forth on pages 44 through 45.

XVIII. RIGHTS AND OBLIGATIONS OF BOARD OF MANAGERS AND SUMMARY OF DECLARATION AND BY-LAWS

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

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

Board of Managers

The affairs of the Condominium shall be governed by a Board of Managers (the "Board"). The first Board shall consist of three (3) Managers designated by the Sponsor. At the first annual meeting of Unit Owners, nine (9) Managers shall be elected by the Unit Owners for staggered terms. See Schedule G, Article III.

Every Residential Unit Owner shall be entitled to cast one vote on each ballot for each Residential Unit he owns. All Managers other than those elected at the first annual meeting of Unit Owners and designees or nominees of the Sponsor shall be Unit Owners. See Schedule G, Article III, Section 1 as to the Sponsor's initial control of the Board. At the expiration of the initial term of office of each respective Manager, his successor shall be elected to serve a term of three (3) years. Elections are to be held annually. To insure the Sponsor minimum representation on the Board after it turns over control of the Board to the Unit Owners, the Sponsor shall have the right to designate four-ninths (4/9) of the members of the Board so long as it owns thirty-five (35%) percent or more of the Residential Units in number, and one-third (1/3) of the members of the Board so long as the Sponsor continues to own less than thirty-five (35%) percent but more than ten (10%) percent of the Residential Units and one member so long as it owns one Residential Unit.

Removal of Members of the Board of Managers

Managers may be removed for cause by an affirmative vote of a majority of the Unit Owners. No manager other than a member of the first Board of Managers or Sponsor's designees or nominees shall continue to serve on the Board if, during his term of office, he shall cease to be a Unit Owner.

Powers and Duties of Board of Managers

The property and business of the Condominium shall be managed by its Board of Managers. The powers of the Board of Managers include, but are not limited to, the following items:

1. To determine and levy monthly assessments ("Common Charges") to cover the cost of common expenses, payable in advance;

2. To collect, use, and expend the assessments collected to maintain, care for and preserve the Units, Buildings, and other Common Elements;

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

4. To enter into and upon the Units when necessary and at as little inconvenience to the Unit Owners as possible in order to maintain, care and preserve the Property;

5. To insure and keep insured the Common Elements and Buildings;

6. To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from the Unit Owners of the property for violations of the house rules or rules and regulations herein referred to;

7. To make reasonable rules and regulations;

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

9. To bring and defend actions by or against more than one Unit Owner and pertinent to the operation of the Condominium and to levy special assessments to pay for the cost of such litigation;

10. To acquire Units in foreclosure or as a result of abandonment and to take any or all steps necessary to repair or renovate any Unit so acquired and to vote as a Unit Owner, offer such Unit for sale or lease or take any other steps regarding such Unit as shall be deemed proper by the Board of Managers;

11. To make additions, alterations, or improvements to the common elements of the Community, the cost of which addition, alteration, or improvement does not exceed $5,000. The Board of Managers may make additions, alterations or improvements to the Common Elements costing in excess of $5,000 only with the approval of a majority of the Unit Owners. While the Sponsor is in control of the Board of Managers, the Board may make additions, alterations, or improvements to the Common Elements costing in excess of $5,000 or enter into service or maintenance contracts the duration of which

will extend more than one year after the Sponsor loses control of the Board of Managers, only with the approval of a majority of the Unit Owners, excluding the Sponsor, voting at a duly held meeting of the Unit Owners. In addition, the Sponsor must give its written approval pursuant to the requirements contained on page 55. See page 54 as to the length of the Sponsor's control. Nothing contained herein shall limit the right of the Board of Managers to repair or replace the Common Elements as necessary;

12. To borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the common elements, provided, however, that (i) the consent of at least 66-2/3% in number of all Residential Unit Owners, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, shall be required for the borrowing of any sum in excess of $5,000 and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the written consent of the Owners of said Unit;

13. Since each Unit is separately assessed for real estate tax purposes, each Unit Owner must institute his own proceeding to review real estate tax assessments against such Unit. However, the Board of Managers may institute such proceeding on their behalf with the consent of all Unit Owners.

Liability of Board of
Managers and Unit Owners

In order to limit the liability of the Unit Owners, any contract, agreement or commitment made by the Board of Managers or the Officers of the Condominium shall state that it is made by the Board of Managers as agent for the Unit Owners as a group only and that no member of the Board of Managers or officer of the Condominium or individual Unit Owner shall be liable for such contract, agreement or commitment except that every Unit Owner shall be liable to the extent that his proportionate interest in the Common Elements bears to the total liability under such commitment. The Board of Managers and Officers of the Condominium shall have no liability to the Unit Owners in the management of the Community except for wilful misconduct or bad faith and the Unit Owners shall severally indemnify all members of the Board of Managers against any liabilities or claims arising from acts taken by a member of the Board of Managers in accordance with his duties except acts of wilful misconduct or acts made in bad faith. Such several liability of the Unit Owners shall, however, be limited to the extent that his proportionate interest in the Common Elements bears to the total liability of the member of the Board of Managers, or officers of the Condominium.

Officers

The officers of the Condominium shall be chosen by the Board of Managers and shall be a president, a vice president, a secretary and a treasurer. The Board of Managers may also choose one or more assistant secretaries and assistant treasurers and such other officers as in their judgment may be necessary. All officers must be Unit Owners or members of the first Board of Managers. One person may hold not more than two (2) offices at the same time, except that the President and Secretary shall not be the same person.

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

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

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

The Treasurer shall have the custody of the Condominium funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements in books belonging to the Condominium including the vouchers for such disbursements, and shall deposit all monies and other valuable effects in the name and to the credit of the Condominium in such depositories as may be designated by the Board of Managers. The Treasurer shall disburse the funds of the Condominium, and shall keep detailed financial records and books of account of the Condominium. Such books of account shall include a separate account for each Unit which, among other things, shall contain the amount of each assessment of Common Charges against such Unit, the date when due, the amounts paid thereon and the balance remaining unpaid.

Repairs, Alterations and
Improvements to Common Elements

All maintenance, repairs and replacements to the Common Elements of the Property, including but not limited to exterior walls of the Buildings, roof and roof members as well as all maintenance, repairs and replacements to any pipes, wires, conduits and public utility lines, any portion of which is located in one Unit and services another Unit or more than one Unit or so much of any pipes, wires, conduits and public utility lines as are located in the Common Elements but serve one or more Units shall be made by the Board of Managers and the cost thereof shall be a common expense. All normal (non-structural) maintenance of Limited Common Elements is the responsibility of the Unit Owner to whom such Common Element is limited in use. All repairs to the exterior of any door, fence, Building, open area or other generally visible

portion of the Community must conform with the style and colors initially installed by the Sponsor. The Board of Managers shall repair all plumbing stoppages and electrical repairs occurring in the Common Elements. The Board of Managers shall have a right of access to any Unit and to all portions of the Common Elements for the purpose of carrying out any of its obligations under this Offering Plan, the By-Laws or the Declaration of the Condominium.

Restoration or Reconstruction
After Fire or Other Casualty

In the event of damage to or destruction of any of the Buildings as a result of fire or other casualty, the Board of Managers shall arrange for the prompt repair and restoration of the Building or Buildings and the Board of Managers or the Insurance Trustee shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Managers may assess all the Unit Owners for such deficit as part of the Common Charges.

If seventy-five (75%) percent or more of the Units are destroyed or substantially damaged and seventy-five (75%) percent or more of the Residential Unit Owners do not resolve to proceed with repair or restoration, the property comprising the Community shall be subject to an action for partition at the suit of any Unit Owner or lienor, as if owned in common in which event the net proceeds of sale, together with the net proceed of insurance policies shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among all the Unit Owners in proportion to their respective common interests, after first paying out of the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

Insurances

As described in detail at page 61, the Board of Managers shall obtain and maintain, to the extent obtainable, fire insurance with extended coverage, water damage, vandalism and malicious mischief endorsements insuring the buildings, including all of the Units and the bathroom, kitchen and laundry equipment initially installed therein by the Sponsor (but not including furniture, furnishings, or other personal property supplied or installed by Unit Owners), together with all heating and air-conditioning equipment and other service machinery contained therein, covering the interest of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their interest may appear, in an amount equal to the full replacement value of the Buildings. Each of such policies shall contain a New York Standard Mortgagee clause in favor of each mortgagee of a Unit which shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provi-

sions in favor of the Board of Managers and the Insurance Trustee hereinafter set forth; and such other insurance as the Board of Managers may determine.

Reports to Unit Owners

All Unit Owners will receive within three (3) months of the end of each fiscal year, copies of an annual report of the Condominium including a balance sheet and profit and loss statement verified by an independent public accountant, a statement regarding any taxable income attributable to the Unit Owners, and a notice of the holding of the annual Unit Owners meeting. All Unit Owners shall be entitled to examine the books and records of the Condominium on reasonable notice to the Board but not more often than once a month.

Amendments

The Declaration may be amended upon a vote of eighty (80%) percent of the Residential Unit Owners in number held at a duly called meeting of the Unit Owners, provided however, that:

(i) No amendment shall alter the percentage interest in the Common Elements appurtenant to any Unit or alter any rights or obligations respecting portions of the Common Elements irrevocably restricted in use to the owners of any Units without the consent of one hundred (100%) percent of the affected Unit Owners and the first mortgagees, if any, of the same Units, which consents shall be expressed on the instrument of amendment.

(ii) No amendment shall add any parcel of land to or divest any parcel of land from the Condominium properties unless eighty (80%) percent of the Unit owners in number and common interest and the first mortgagee, if any, of each of these same Units agree to such change on the instrument of amendment.

(iii) The Sponsor shall have the right to amend the Declaration to reallocate unsold parking spaces among unsold Units without the consent of the Unit Owners.

(iv) No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees.

The By-Laws may be amended at any duly called Unit Owners meeting; provided: (1) that the notice of the meeting shall contain a full statement of the proposed amendment; (2) that the amendment shall be approved by eighty (80%) percent of the Unit Owners in number and common interest; and (3) said amendment shall be set forth in a duly recorded amendment to the Declaration. However, no amendment will affect or impair the validity or priority of the

Unit Owners' interest and the interests of holders of a mortgage encumbering a Unit or Units.

In addition to the requirements set forth above for amending the Declaration and By-Laws, changes to any of the following must be approved by at least sixty-seven (67%) percent of the Residential Unit Owners and the first mortgage holders representing at least fifty-one (51%) percent of the Residential Units subject to mortgages:

a. voting rights;

b. assessments, assessment liens, or subordination of assessment liens;

c. reserves for maintenance, repair and replacement of the Common Elements;

d. responsibility for maintenance and repairs;

e. reallocation of percentage interests in the Common Elements, or rights to their use;

f. boundaries of any Unit;

g. convertibility of Units into Common Elements or vice versa;

h. insurance or fidelity bonds;

i. leasing of Units;

j. imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;

k. a decision by the Board of Managers to establish self management when professional management had been required previously by a first mortgage holder;

l. restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the By-Laws; or

m. any provisions that expressly benefit mortgage holders, insurers or guarantors.

Units Acquired by the Board of Managers

All Units which are acquired by the Board of Managers, or its designee, shall be held by it on behalf of all Unit Owners whose respective interests shall be in proportion to the common interest to such Unit Owners and the votes appurtenant to such Units shall be cast by the Board of Managers or its designee at all meetings

of the Unit Owners, except that the Board will not vote in any election of members of the Board.

Termination of Condominium

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

Covenant Against Partition of Common Elements

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

Reserves

The Condominium has the right to accumulate reserves for capital replacements or other general repairs of the Condominium. However, the Condominium will be taxed on any excess of income over expenses from unrelated sources. Examples of unrelated source income includes interest earned on reserve or other invested funds.

Easements

Each Unit Owner will have an easement in common with all other Unit Owners for the use, maintenance and repair of all pipes, wires, conduits and public utility lines located in the Common Elements or located in other Units and servicing his Unit. Further, each Unit Owner will have an easement for the continuance of any encroachment by his Unit on any adjoining Unit or Common Element now existing or which may come into existence hereafter as a result of the settling of the Units or repair or alteration of the Unit by the Board of Managers, after damage by fire or other casualty or as a result of condemnation or eminent domain proceedings, or by reason of an alteration made by the Board to the Common Elements so that any such encroachment may remain undisturbed so long as the Unit stands. Each Unit will be subject to such encroachments and easements in favor of all other Units. The Board of Managers, its agents and employees shall have a right of access to the Units and to the Common Elements (irrespective of the restricted nature of such Common Element) to inspect, maintain or repair the Common Elements or any pipe, wire, or conduit therein or to make repairs to the Unit to prevent damage to the Common Elements or any other Unit.

Allocation of Common Interest

The common interest of the Condominium establishes the Unit Owner's percentage of ownership in the Common Elements and percentage of liability for the payment of Common Charges. Each Unit Owner has the percentage of common interest in the Condominium set forth on Schedule A. Such allocation has been 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.

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

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

Management Services

Prior to the first closing of title to a Unit, the Board of Managers will enter into an agreement with Alpha Management Co. (hereinafter the "Managing Agent") to manage the Condominium for one year at an annual fee of $23,500 payable in monthly installments plus customary fees for minor services.

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

1. Bill and collect Common Charges and if authorized by the Board of Managers, to demand and sue for any Common Charges that may be outstanding by a Unit Owner.

2. Cause the Condominium to be maintained, repaired or altered as may be advisable or necessary.

3. Engage and pay all help or employees which the Managing Agent may deem necessary to operate and maintain the premises.

4. Purchase all supplies and equipment, provide all service necessary and to obtain and pay for insurance etc., as the Board of Managers may direct.

5. Maintain the Condominium books and prepare an annual report of the Condominium, including a balance sheet and profit and loss statement verified by an independent certified accountant.

6. Furnish monthly reports of receipts and disbursements to the President and Treasurer of the Condominium.

All expenses incurred by the Managing Agent in performance of its duties shall be paid by the Unit Owners as a common expense. The Unit Owners will also indemnify the Managing Agent against any liability for acts performed by him pursuant to the agreement or the instructions of the Board of Managers or for injury to person or property.

The Managing Agent's responsibility for supervising repairs and alterations to the Common Elements is limited to those routine repairs and incidental alterations required in the course of the ordinary maintenance and care of the Common Elements. Non-emergency repairs and alterations involving an expenditure in excess of $5,000 for any one item will be made only with the prior approval of the Board of Managers.

XIX. TAXES - DEDUCTIONS TO HOME OWNERS AND TAX STATUS OF THE CONDOMINIUM

The Sponsor has been advised by its counsel, Certilman Haft Lebow Balin Buckley & Kremer, that each Residential Unit Owner will be entitled under present law to a deduction for Federal, New York State and New York City income tax purposes for the real estate taxes paid by him covering his Residential Unit and for the interest paid by him on any mortgage covering his Residential Unit. See the Opinion of Counsel annexed hereto as Schedule H for further details regarding limitations on such deductions. The Sponsor has been advised by its counsel that the Condominium will be eligible to be treated as a tax exempt organization under Section 528 of the Internal Revenue Code provided that it satisfies certain income and expenditure requirements which are set forth in the Opinion of Counsel. If the Condominium is so eligible, it will be exempt from Federal, New York State and New York City income taxes. However, the Condominium will be taxed on any excess of income over expenses from unrelated sources. Examples of unrelated source income include interest earned on reserve and other invested funds, income from concessions and income from dues or fees received from persons other than the Unit Owners. If the Condominium is required to pay taxes, the amount thereof will be levied as an additional common charge.

Real Estate Taxes - Partial Tax Exemption Program

The Sponsor has filed an application for eligibility for tax exemption under Section 421(a) of the New York State Real Property Tax Law. This section of the law, which is administered by the Department of Housing Preservation and Development of the City of New York ("HPD"), provides for a fifteen (15) year partial tax exemption program applicable to multiple dwellings constructed in New York City under certain limiting conditions. The Sponsor has applied to HPD for a preliminary certificate of eligibility for such tax exemption benefits. If for any reason the preliminary certificate of eligibility is not issued in routine fashion, the Sponsor will promptly amend this Plan prior to closing title to the first Unit. If required by HPD, a final exemption will be applied for by

the Sponsor at least sixty (60) days prior to initial occupancy of a Unit. The Sponsor will in any event file all necessary papers to secure final approval.

The Section 421 tax exemption program provides that while the taxes on the Property may not be less than those assessed in prior years, real estate taxes on newly constructed buildings are exempted 100% for eleven (11) years (plus the period of construction), 80% for the next year, 60% for the next year, 40% for the next year, and 20% for the last year of a fifteen (15) year period. After the end of the fifteen (15) year period, the Units will be subject to regular real estate taxes in accordance with the rates then in effect in the City of New York.

The estimate of real estate taxes for the Residential Units set forth on Schedule A is based upon an estimated tax rate of $9.50 per $100 of assessed valuation and the 1986/87 assessed value of the Property of $385,250 as divided by the percentage of common interest each Unit has in the Condominium. The current tax rate for residential property is $9.15 per $100 of assessed valuation. The estimate in column 4A of Schedule A assumes that 100% of the value of the improvements to the residential portion of the Condominium will be exempt from taxation under Section 421(a) of the Real Property Law. Although in the Sponsor's opinion this method of calculating the real estate taxes applicable to each Unit is reasonable, there can be no assurance that final exemption will be granted or that this method of calculation of real estate taxes applicable to each Unit will be the final method used by the New York City taxing authorities in establishing the real estate tax assessment for each Unit. If for any reason a different method of calculation is used or a different assessment is placed upon any of the Units by such authorities, real estate taxes may increase or decrease, depending upon the final decision of such taxing authorities.

Since the New York State Condominium Act provides that real estate taxes will be separately assessed against each individual Unit Owner, the result of the tax exemption program will be to give each individual Unit Owner the full benefit of the tax exemption program.

The effect of the Section 421(a) tax exemption program can be illustrated by the following example. Assuming that the City of New York assessed a Model A-3 Unit at $19,000 when fully constructed, the real estate taxes payable on the Unit for the first year without the benefit of the tax exemption program would amount to approximately $1,805 based upon the projected tax rate of $9.50 per $100 assessed valuation. Under the tax exemption program, however, assuming that the $9.50 per $100 tax rate remained constant, the

taxes would amount to approximately $215 during each of the first eleven (11) years when 100% abatement was available, approximately $533 during the twelfth year when 80% abatement was available and approximately $1,487 during the fifteenth year when 20% abatement was available. Prospective purchasers are cautioned that the foregoing example is offered solely to illustrate how the Section 421 tax exemption program functions. The Sponsor anticipates that the real estate tax rate will increase in future years rather than remain constant as assumed in the example. In addition, prospective purchasers are advised that the City of New York has not yet actually assessed the Units in the Condominium. The estimates of projected real estate taxes in this Offering Plan have been prepared by the Sponsor and cannot be construed as an assurance of the final tax costs, but are merely estimates based upon information available to the Sponsor at this time.

XX. WORKING CAPITAL FUND AND RESERVE FUND

At closing the Sponsor will collect an amount equal to twice the monthly Common Charge applicable to each Unit, including the charge allocated to the Garage Unit owned by the Residential Unit Owner, if any, from each purchaser to be paid to the Condominium as initial Working Capital. While Sponsor is in control of the Board of Managers the Working Capital Fund will not be used to reduce the Common Charges. If any portion of the Working Capital Fund is used during this period to pay for items in the budget set forth as Schedule B, such amounts will be repaid to such fund out of Common Charges collected.

In addition the budget includes a Reserve Fund for repairs and maintenance of the Community of $7,000 to be collected out of the Common Charges paid by the Unit Owners. This repairs and maintenance Reserve Fund is to be used for the maintenance and repair of the Common Elements of the Condominium.

No representation is made that the repairs and maintenance Reserve Fund will be adequate to cover current or future expenses including repairs or replacements of Common Elements. If additional funds are required over and above the Reserve Fund, it may be necessary to increase the Common Charges payable by the Unit Owners or to collect a special assessment from each Unit Owner.

Neither the Department of Law nor any other Governmental Agency has passed upon the adequacy of the Reserve Fund.

XXI. IDENTITY OF PARTIES

Sponsor and Selling Agent

The Sponsor of the Offering Plan and the Selling Agent is Sidan Realty Corp., a New York corporation with an office at 1402

East 64th Street, Brooklyn, New York. The principals of the Sponsor are Sidney Steinberg and Anthony Clemenza, all of whom are developers and participants in real estate ventures. Messrs. Steinberg and Clemenza have been principals of the sponsor of the cooperative offering plans for the following premises:

		Closing with Cooperative Corporation
1.	710 Broadway, N.Y., N.Y.	September, 1980
2.	722 Broadway, N.Y., N.Y.	January, 1981
3.	620 Broadway, N.Y., N.Y.	July, 1982

They are also principals of the sponsor of the condominium offering plan for Georgetown Village Condominium.

Managing Agent

The Managing Agent for one (1) year after the first closing of title to a Residential Unit will be Alpha Management Co., a sole proprietorship owned by Samuel Ellenberg, having its principal place of business at 962 Manor Road, Staten Island, New York. Mr. Ellenberg is a licensed real estate broker and has acted as managing agent for a wide variety of rental properties, condominiums and homeowners associations. Alpha Management Co. is presently the managing agent for the following condominiums: Elmwood Park Condominium Nos. 3 & 4, Windham Loop, Staten Island, New York; and Highview Condominium No. 1, 830 Howard Avenue, Staten Island, New York.

Counsel to Sponsor

Certilman Haft Lebow Balin Buckley & Kremer, Esqs., of 805 Third Avenue, New York, New York 10022, Counsel for the Sponsor, have been selected by the Sponsor to represent the Condominium in connection with all legal matters incident to the operation and management of the Condominium. No legal fee will be charged for such representation except for work actually performed after the formation of the Condominium. The Condominium can at any time choose to select different attorneys to represent it.

All legal matters in connection with the establishment of the Condominium, the opinions of counsel contained herein and the preparation of this Offering Plan have been passed upon for the Sponsor by Certilman Haft Lebow Balin Buckley & Kremer.

The estimated insurance rates have been passed upon by RJW Brokerage Corp., 1111 Victory Boulevard, Staten Island, New York, 10301. The aforementioned estimates have been included in this Offering Plan in reliance upon the opinion of said agency and upon its authority as an expert, but the Sponsor has no knowledge that these estimates are not correct.

XXII. GENERAL

Pending Litigation

At the date of this Offering Plan, there is no litigation or administration proceedings pending against the Condominium or the Sponsor or any other party which would affect their ability to perform their obligations relating to this offering, or which would in any way affect this offering.

Prior Offerings

This Property has not been the subject of any prior public offerings.

Non-Discrimination

In accordance with the provisions of the laws of the State of New York, the Sponsor represents that it will not discriminate against any person because of his or her race, creed, sex, color, disability, marital status, national origin or ancestry in the sale of Units under this Plan.

Amendment of Plan

The Plan may be amended at any time and from time to time provided that, if the amendment is a material and substantial modification of the Plan which adversely affects purchasers, then anyone who has theretofore executed a Purchase Agreement shall be given not less than thirty days after a copy of the duly filed amendment is mailed or otherwise delivered to them by written notice to the Sponsor to cancel the Purchase Agreement and to obtain a refund, in full, of the down payment made therewith with interest, if any. No person has been authorized to make any representation which is not expressly contained herein. This Plan may not be changed or modified orally.

Plan as Fair Summary

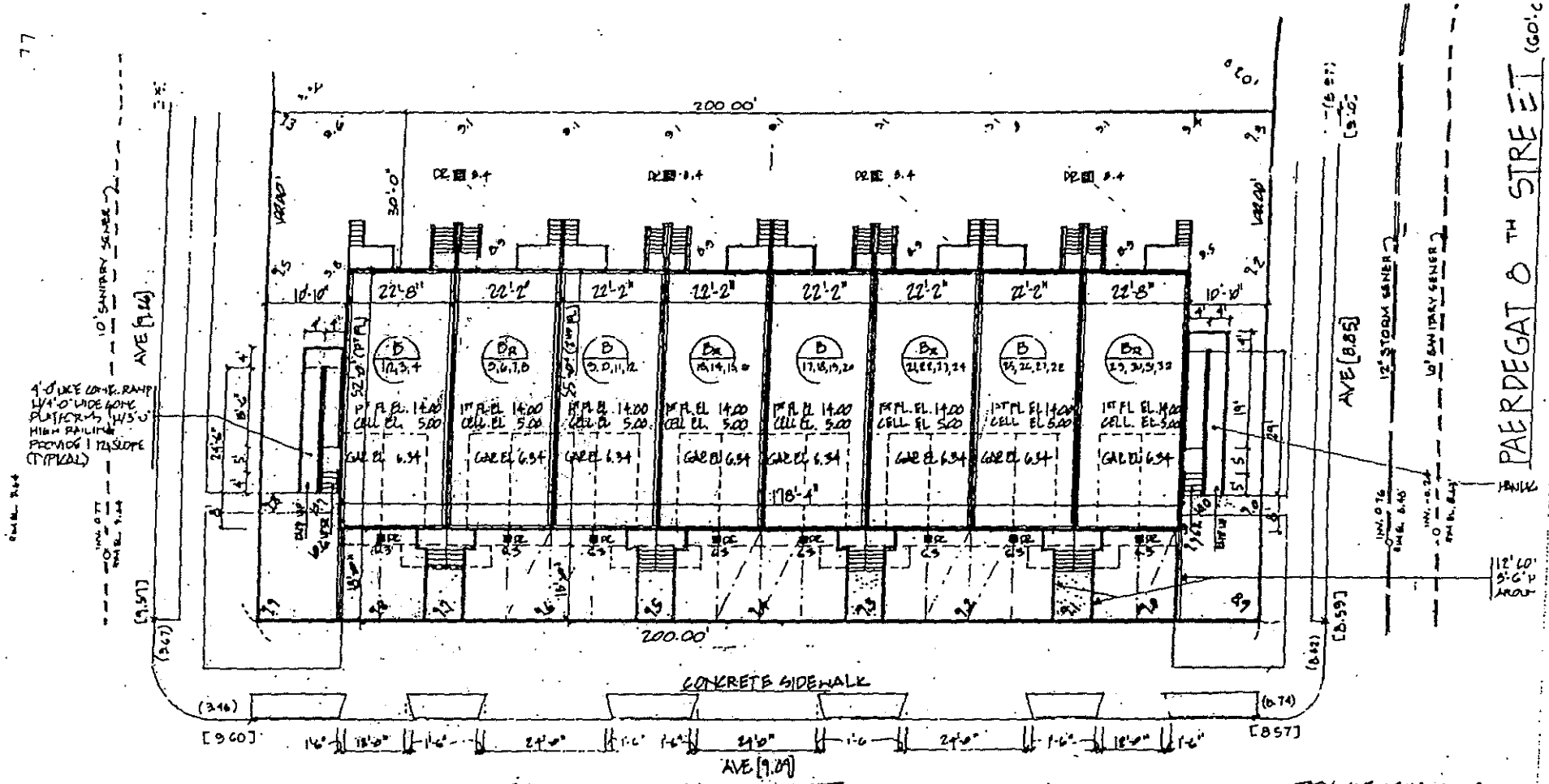
This Plan contains a fair summary of the pertinent provisions of the various documents referred to herein and does not knowingly omit any material fact or contain any untrue statement of a material fact relating to the offering. Any information or representation made, not contained in this Offering Plan must not be relied upon.

SIDAN REALTY CORP.
Sponsor

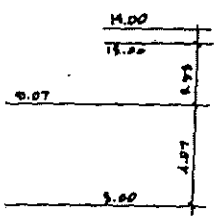
Dated: June 10, 1987

THE BROOK CLUB CONDOMINIUM

PART II



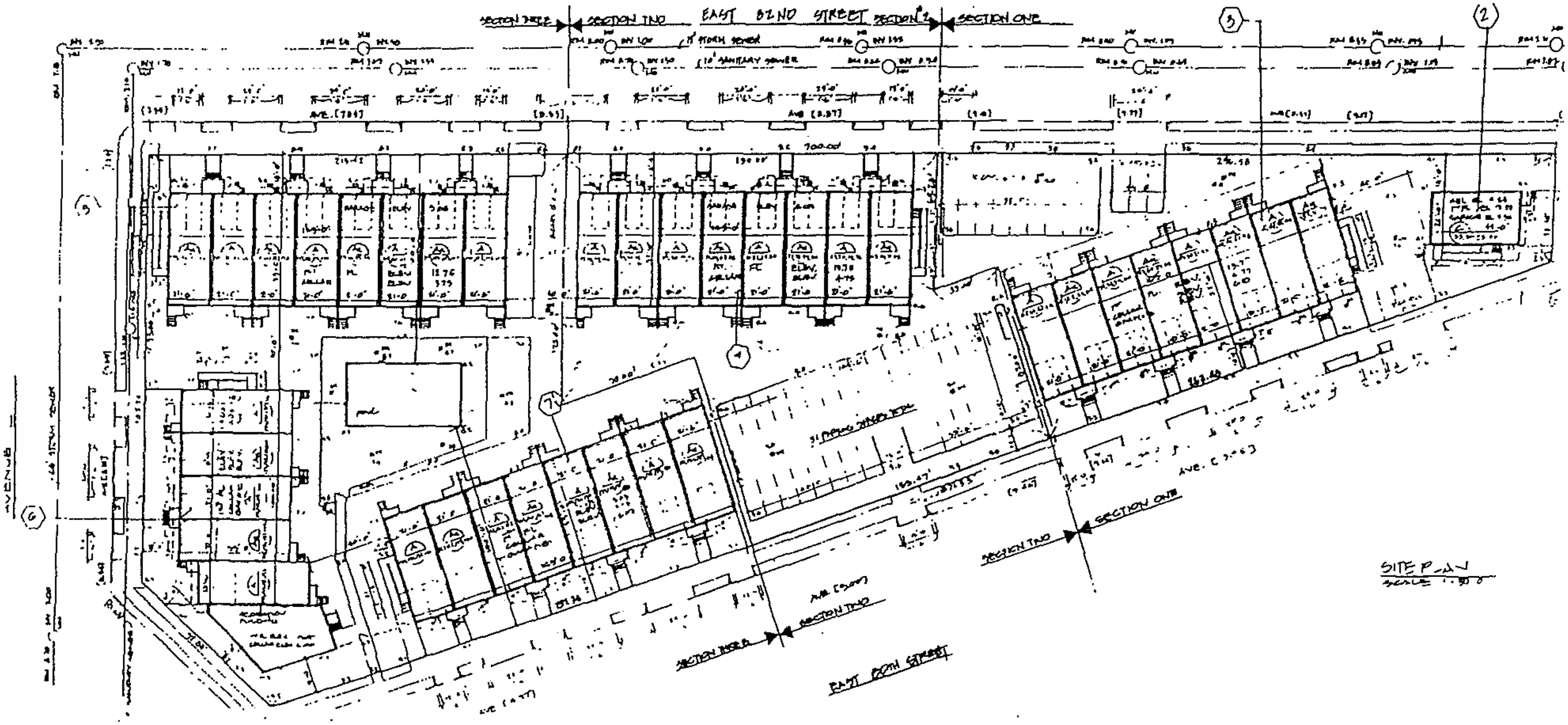
TOTAL AVE. LEGAL GRADE
P. 8TH ST. = [8.85]
P. 9TH ST. = [9.26]
E. 80TH ST. = [9.09]
[27.2] ÷ 3 = AVE [9.07]



SECTION M

SITE PLAN

SCHEDULE A


EAST 82ND STREET
SECTION THREE
SECTION TWO
SECTION ONE
12" STORM SEWER
10" SANITARY SEWER
EAST 80TH STREET
SECTION THREE
SECTION TWO
SECTION TWO
SECTION ONE
AVENUE

SITE PLAN

BROOK CLUB CONDOMINIUM

DESCRIPTION OF PROPERTY AND SPECIFICATIONS

April 23, 1987

A. LOCATION AND USE OF PROPERTY

Properties for this condominium are located on two separate blocks. Block 8058 is located on the southwest corner of East 80th Street and Paerdegat 9th Street. Block 8060 is located on the southwest corner of East 82nd Street and Avenue L. There are seven (7) building groups total to be known as Building Nos. 1 thru 7. Building No. 1 is located on Block 8058. Building Nos. 2 thru 7 are located on Block 8060.

BLOCK NUMBER	BUILDING NUMBER	UNIT NUMBER	HOUSE NUMBER
8058	1	1-4	1254 East 80th Street
		5-8	1250 East 80th Street
		9-12	1248 East 80th Street
		13-16	1244 East 80th Street
		17-20	1242 East 80th Street
		21-24	1240 East 80th Street
		25-28	1236 East 80th Street
		29-32	1232 East 80th Street
8060	2	33-36	8103 Avenue M
8060	3	37-40	1265 East 80th Street
		41-44	1263 East 80th Street
		45-48	1261 East 80th Street
		49-52	1259 East 80th Street
		53-56	1257 East 80th Street
		57-60	1255 East 80th Street
		61-64	1253 East 80th Street
		65-68	1251 East 80th Street
8060	4	69-72	1236 East 82nd Street
		73-76	1234 East 82nd Street
		77-80	1232 East 82nd Street
		81-84	1230 East 82nd Street
		85-88	1228 East 82nd Street
		89-92	1226 East 82nd Street
		93-96	1224 East 82nd Street
		97-100	1222 East 82nd Street
8060	5	101-104	1216 East 82nd Street
		105-108	1214 East 82nd Street
		109-112	1212 East 82nd Street
		113-116	1210 East 82nd Street
		117-120	1208 East 82nd Street
		121-124	1206 East 82nd Street
		125-128	1204 East 82nd Street
		129-132	1202 East 82nd Street

BLOCK NUMBER	BUILDING NUMBER	UNIT NUMBER	HOUSE NUMBER
8060	6	133-136	8110 Avenue L
		137-140	8108 Avenue L
		141-144	8106 Avenue L
		145-148	8104 Avenue L
		149-152	8102 Avenue L
8060	7	153-156	1217 East 80th Street
		157-160	1219 East 80th Street
		161-164	1221 East 80th Street
		165-168	1223 East 80th Street
		169-172	1225 East 80th Street
		173-176	1227 East 80th Street
		177-180	1229 East 80th Street
		181-184	1231 East 80th Street

Zoning for this project is R-5 and Residential Use Group is a permitted use.

B. STATUS OF CONSTRUCTION

Construction has not begun on this project. Buildings will be of masonry construction Classified IIB under the Building Code. Upon completion of entire construction, a Certificate of Occupancy will be issued.

C. SITE

Size of the property on Block 8058 is 20,000 square feet (0.459 acres) and is rectangularly shaped. Size of the property on Block 8060 is 117,889 square feet (2.706 acres) and is irregularly shaped. The total for both properties is 137,889 square feet (3.165 acres). The condominium will be divided into three (3) sections as follows:

SECTION #1

The area for Section #1 is 20,000 square feet (0.459 acres), Block #8058 and 27,780 square feet (0.638 acres), Block #8060, totaling 47,780 square feet (1.097 acres). Section #1 consists of Building No. 1 (8 units = 32 Dwelling Units), Building No. 2 (1 unit - 4 Dwelling Units) and Building No. 3 (8 units = 32 Dwelling Units). Total Dwelling Units equals 68. Building area is 9273 square feet (Building No. 1), 1,144 square feet (Building No. 2) and 9,295 square feet (Building No. 3), therefore, total for three buildings is 19,712 square feet (0.453 acres). The remaining 28,068 square feet (0.644 acres) is common open space. Fifty-one parking spaces will be provided as per New York City Building Code, 34 garage spaces (16 spaces at 160 square feet each, 2 spaces at 165 square feet each, 16 spaces at 166 square feet and 17 outdoor spaces (153 square feet each).

C. SITE (Continued)

SECTION #2

The area for Section #2 is 30,108 square feet (0.691 acres), Block #8060, consisting of Building No. 4 (8 units = 32 Dwelling Units). Total Dwelling Units equals 32. Building area is 9,295 square feet (0.213 acres). The remaining 20,813 square feet (0.478 acres) is common open space. Twenty-four parking spaces will be provided as per New York City Building Code, 16 garage spaces (16 spaces at 160 square feet) and 8 outdoor spaces (153 square feet each).

SECTION #3

The area for Section #3 is 60,001 square feet (1.378 acres), Block #8060 consisting of Building No. 5 (8 units - 32 Dwelling Units), Building No. 6 (5 units = 20 Dwelling Units), and Building No. 7 (8 units - 32 Dwelling Units). Total Dwelling Units equals 84 Dwelling Units. Building area is 9,295 square feet (Building No. 5) 5,830 square feet (Building No. 6), and 9,295 (Building No. 7), therefore, total for three buildings is 24,420 square feet (0.561 acres). The remaining 35,581 square feet (0.817 acres) is common open space. Sixty-three parking spaces will be provided as per New York City Building Code, 42 garage spaces (160 square feet each) and 21 outdoor spaces (153 square feet each). Total for all three sections:

SECTION No.	BUILDING No.	BUILDING AREA	+	OPEN SPACE	=	TOTAL LOT AREA
1	1,2,3	19,712 (.453)		28,068 (.644)		47,780 (1.097)
2	4	9,295 (.213)		20,813 (.478)		30,108 (.691)
3	5,6,7	24,420 (.561)		35,581 (.817)		60,001 (1.378)
TOTAL		53,427 (1.227)		84,462 (1.939)		137,889 (3.166)

SECTION No.	BUILDING No.	GARAGES	+	OUTDOOR SPACES	=	TOTAL PARKING
1	1,2,3	34		17		51
2	4	16		8		24
3	5,6,7	42		21		63
TOTAL		92		46		138

Property fronts on East 80th and East 82nd Streets, Avenues L and M. All public streets and adjoining property will be improved with street pavement, curbs and sidewalks in accordance with Department of Highways rules and regulations. Off-site and on-site drainage will comply to the Department of Buildings requirements. Off-site street lighting will be provided by the City and on-site lighting will be provided by the development.

D. UTILITIES

1. Gas - to be supplied by Brooklyn Union Gas Company.
2. Electric - to be supplied by Con Edison.
3. Water - water mains are existing in city streets.
4. Sewer - sanitary and storm sewers to connect into existing storm and sanitary sewers located in the street.
5. Individual gas and electric meters will be provided for each unit. Common electric meter for each building to be located in each building.

E. SUB-SOIL CONDITIONS

Borings will be taken by a licensed engineer to determine the bearing value and classification of the sub-soil. In all conditions, the foundation will be designed to support a proposed three story masonry building by a licensed engineer. Bearing value of soil to be a minimum of 2 tons per square foot.

F. LANDSCAPING

1. Entire site other than paved areas to be sodded with builders sod.
2. Planting - The common properties of the association will be landscapped with evergreen plants and trees, including Rhododendron, Clump Birch, Taxus Cuspirate (Spreading Japanese Yew), etc. Refer to Site Plan for common properties.
3. Concrete curb walls will be installed, where required.

G. BUILDING HEIGHT

1. All buildings are three stories and cellar and will have an approximate building height of 32'-0".
2. All model types are one story dwellings.
3. All garages to be located in cellar floor.
4. All boiler and meter rooms to be located in cellar.
5. Cellar model types are A-1, B-1, C-1.
6. First floor model types are A-2, B-2, C-2.
7. Second and third floor model types areA-3, A-4, B-3, B-4, C-3, C-4.

H. OCCUPANCY

1. The total number of Residential Model type are twelve (12) in this condominium consisting of 184 Dwelling Units which breaks down as follows:

37 MODEL "A"	-	1 UNIT	=	37 DWELLING UNITS
8 MODEL "B"	-	1 UNIT	=	8 DWELLING UNITS
1 MODEL "C"	-	1 UNIT	=	1 DWELLING UNIT
37 MODEL "A"	-	2 UNITS	=	37 DWELLING UNITS
8 MODEL "B"	-	2 UNITS	=	8 DWELLING UNITS
1 MODEL "C"	-	2 UNITS	=	1 DWELLING UNIT
37 MODEL "A"	-	3 UNITS	=	37 DWELLING UNITS
8 MODEL "B"	-	3 UNITS	=	8 DWELLING UNITS
1 MODEL "C"	-	3 UNITS	=	1 DWELLING UNIT
37 MODEL "A"	-	4 UNITS	=	37 DWELLING UNITS
8 MODEL "B"	-	4 UNITS	=	8 DWELLING UNITS
1 MODEL "C"	-	4 UNITS	=	1 DWELLING UNIT
TOTAL 184 MODEL TYPE UNITS			=	184 DWELLING UNITS

2. The total number of residential rooms in this condominium is 688 consisting of the following:

	37 MODEL "A"	1 UNIT	=	74 ROOMS
	8 MODEL "B"	2 UNITS	=	16 ROOMS
	1 MODEL "C"	3 UNITS	=	1 ROOM
	37 MODEL "A"	2 UNITS	=	148 ROOMS
	8 MODEL "B"	2 UNITS	=	32 ROOMS
	1 MODEL "C"	2 UNITS	=	4 ROOMS
	37 MODEL "A"	3 UNITS	=	185 ROOMS
	8 MODEL "B"	3 UNITS	=	40 ROOMS
	1 MODEL "C"	3 UNITS	=	4 ROOMS
	37 MODEL "A"	4 UNITS	=	148 ROOMS
	8 MODEL "B"	4 UNITS	=	32 ROOMS
	1 MODEL "C"	4 UNITS	=	4 ROOMS
TOTAL	184 MODEL TYPE UNITS		=	688 ROOMS

I. STRUCTURAL SYSTEM

1. EXCAVATION

a. All excavation for foundations will consist of the removal of all substances which would be encountered to reach the proper elevations for pile caps. All material removed for this process will then be used for backfill and grading to maintain the proper grades as set forth in the final overall site plan.

I. STRUCTURAL SYSTEM (Continued)

b. In general, footings will be placed at desired depths as determined by a licensed engineer in order to achieve the minimum bearing capacity of two tons per square foot. Exterior footings to be located below cellar slabs. However, in all cases, footings are to be located a minimum of 4'-0" below adjacent grade.

2. FOUNDATION

a. Footings to be 12" deep and 6" wider each side of foundation wall set on it with 4" concrete floor slab.

b. All concrete shall be in accordance with RS 10-3 of the New York City Building Code.

c. Footings to be driven to a depth to obtain a minimum allowable bearing capacity of 4000 psf as determined by inspection at the site by a professional engineer or licensed architect. Exterior footings to be 4'-0" minimum below finished grade.

d. Slab on grade to be 4" concrete. Remove topsoil and other materials before pouring slab. Porous fill or suitable on-site material placed over undisturbed soil or over well compacted fill. Compacted fill to be placed in 6" layers and compacted to 95% Standard Proctor Density.

e. Concrete for footings and walls to be stone concrete with a minimum ultimate compressive strength of 2500 psi at 28 days. Slabs to be stone concrete with a minimum ultimate compressive strength of 2500 psi at 28 days.

3. EXTERIOR OF BUILDING

ALL MODELS

a. All exterior walls shall be constructed with 4" brick and 4" concrete solid block on the first floor and 4" brick and 4" concrete hollow block on the second and third floors with Dur-O-Wall steel ties every 16" on center. Inside surface of masonry wall to be furred out with 2" x 3" wood studs at 16" on center with 1/2" sheetrock nailed to studs. Insulate between wood studs with 3 1/2" full thick fiberglass insulation (R-11). All non-rated partitions to be 2" x 3" wood studs.

b. Windows on all units shall be Silverline or approved equal, double hung. All windows to be thermal pane as per minimum requirements of New York City Energy Code. All windows will be weather stripped (from factory) and caulked.

I. STRUCTURAL SYSTEM (Continued)

4. CHIMNEY CAPS

Provide an approved type Ameri-vent anti-down draft gas vent cap for all chimney flues or approved equal. Top of flue minimum 2'-0" above any part of roof within 10'-0" of flue and at least as high as the roof ridge.

5. EXTERIOR ENTRANCES

Front entrance door to be metal type with intrical weather stripping. Door to be fitted with a cylinder lock and an electrical door chime. Door to comply with New York State Energy Code. Door is to have a minimum of 5 square feet of glass area. Apartment entrance door to be metal type with fitted cylinder lock and a door chime and approved type peephole.

6. ROOFS

Roofs to be constructed as follows:

A. Wood rafters (See plan for size) 3/8" plywood or 7/16" structure wood. 15 lb. asphalt felt finish with approved type asphalt strip shingles 235 Self Sealing (3 Tab) manufactured by G.A.F. Corp. or approved equal. The expected useful life of the roof shingles is 20 years (with a limited 20 year warranty by the manufacturer) and will be guaranteed by the sponsor for one year.

B. Insulate in between wood ceiling beams with 6" full thick fiberglass insulation - R19.

C. All penetrations of chimneys, ducts, pipes, etc. to be properly flashed.

D. All gutters and leaders as indicated on plan to be aluminum.

7. INTERIOR STAIRS FOR ALL MODELS

A. INTERIOR STAIRS WITHIN PUBLIC HALLS FOR ALL BUILDINGS

Shall be factory assembled with 1 1/4" thick x 10" yellow pine stringer, 1 1/4" pine treads, 1" pine risers. Construction will be housed in stringers with glued wedges. Wood blocking will be installed by gluing intersection of risers and treads.

B. Handrails for stairs to be steel, chrome or aluminum set on ½" sq. balustrades at 5" o.c. welded to steel stringer channels. Wood rail to meet flame spread ratings as per the New York City Building Code. Handrails to be minimum 2'-8" high above stair nosing and 3'-6" high on all platforms.

I. STRUCTURAL STEEL (Continued)

8. INTERIOR DOORS

Swing type to be wood flush hollow core with hardboard panel. Closet doors to be sliding wood flush hollow core with hardboard panel.

9. RATED PARTITIONS AND PARTY WALLS BETWEEN UNITS

ALL MODELS

a. Partitions between units and public stairhalls to be 2" x 4" wood studs covered on each side with 5/8" sheetrock type "X". Provide 3 1/2" fiberglass insulation between studs. (One hour rated separation wall, STC=50 (min.)). Provide 3" rockwool between floor beams above and below partitions for continuous one hour rating.

b. Partitions enclosing the utility room and garages to be 2-hour rated constructed with 2 1/2" metal studs at 24" on center with 2 layers of 1/2" sheetrock type "X" each side.

10. WOOD FLOOR CONSTRUCTION AND FINISHES

a. Floor construction to be of 2" x 10" and 3" x 10" at 16" o.c. wood floor beams #2-1150f Hem Fir. (Refer to plans for location).

b. Cellar floor to be 4" concrete slab with welded wire mesh. Smooth finish to be provided.

c. Entire first, second and third floors to receive 5/8" Plywood subfloor, 1/4" silent-cor polystyrene underlayment. Underside of floor beams to receive 1/2" resilient channel clips and 5/8" sheetrock type "X". Provide 3 1/2" fiberglass insulation between floor beams. Subflooring will be covered with carpeting (with the exception of the kitchen areas which will receive vinyl composition tile finish).

d. Porches to be concrete arch construction consisting of 8" steel channels covered with minimum 2" concrete with 4" concrete slabs between steel. Balcony rails to be 3'-6' high decorative wrought iron rails. Balcony doors to be Silverline patio doors or approved equal, 5'-0" x 6'-8".

e. The wall to wall carpeting will sit on 3/4" plywood or 3/4" structure wood decking on prime 1/2" polyurethane carpet cushion. Carpeting to be nylon pile carpet with choice of colors from sponsor's samples. Price of carpeting to be $ 7.00 a square yard. All bathroom and toilet floors will be ceramic tile with 6" ceramic tile base.

I. STRUCTURAL STEEL (Continued)

f. Cellar floors within apartments for all buildings to be 4" concrete slab with welded wire mesh, smooth finish. Slab to be covered with carpeting within apartment (with the exception of the kitchen areas which will receive vinyl composition tile finish).

g. Garage and utility space floors to be 4" concrete slabs with smooth finish.

h. Public space and apartment walls and ceilings to receive one coat of primer with one coat of white sand paint for ceilings and one coat off white flat paint for walls.

J. REFUSE DISPOSAL

Refuse removal is provided by the City of New York two times per week. Refuse will be collected as per Department of Sanitation requirements.

K. PLUMBING AND DRAINAGE

1. A. Each unit will have its own common water service, and the water will be supplied by an internal water main network that will be connected to New York City Water Supply System. All water connections to each unit will comply with the City of New York requirements.

B. Water service piping within the property line shall be of type "K" copper tube below grade. Water distribution system piping shall be type "L" copper tube above grade. Water will be a common charge of the condominium.

2. SANITARY SEWAGE SYSTEM

a. Each building sanitary drain will be connected to the existing sanitary sewer located in the public street.

b. Plumbing pipes to be 4" soils and 2" vents. Piping to be no-hub cast iron. House drain to be 4", trap to be 4", outside house drains to be 6".

3. PLUMBING & KITCHEN FIXTURES

a. Bathroom vanities to be manufactured by Yorktown or equal. Materials and counter tops to be as "d" below.

b. Plumbing Schedule:

All fixtures to be American Standard or equal.

K. PLUMBING & DRAINAGE (Continued)

ITEM	MODEL #	MATERIAL
Lavatories	Aqualyn Lav. 0476.028	Vitreous China
Bath Tub	Contour Recess Bath	
Water Closet	Water Save Plebe Rnd. 2131.175	Vitreous China
Showers		Over tub-chrome finish

c. Ventilating systems for bathrooms to be manufactured by Broan Company or approved equal, with a minimum capacity of 50 cfm.

d. Kitchen cabinets to be manufactured by Yorktown or equal. Model type to be "BISCAYNE". Cabinetry to be flakeboard with wood grain finish. Counter tops to be formica, almond colored, manufactured by Wilsonart Company or approved equal.

e. All kitchen fixtures, supplied by builder to be manufactured by Magic Chef or approved equal:

ITEM	BRAND NAME
Range	30" free standing-Model No. 31-3KLW
Dishwasher	24" Model No. DU 60
Refrigerator	Westinghouse Model No. RT 173

Builder will not supply washer and dryer, but will supply washer and dryer connections as required by New York City Building Code.

4. STORM DRAINAGE SYSTEM

Storm water drainage will be connected to the existing storm sewer in the street.

L. HEATING AND HOT WATER

Each dwelling unit will have a gas-fired hot water boiler with baseboard radiation units on each level in the building. Heating system will be thermostatically controlled. Domestic hot water will be supplied by a gas fired hot water heater with a 40 gallon capacity, for all Models. Heating units to be installed for all models is:

MODEL TYPE	TELEDYNE LAARS BOILER MODEL	INPUT	APPROVAL
A-1,B-1,C-1	JV-50	50,000 BTU	MEA 163-81E
A-2,A-3,A-4 B-2,B-3,B-4	JV-50 (Interior Apartments only)	50,000 BTU	MEA 163-81E
A-2,A-3,A-4, B-2,B-3,B-4, C-2,C-3,C-4	JV-75 (Exterior Apartments)	75,000 BTU	MEA 163-81E

L. HEATING AND HOT WATER (Continued)

Hot Water Heater: State Corp. - Model #PRV 40 NRT - MEA #6-81

Baseboard Radiators: Embassy Ind. KPT-D 3/4" or approved equal.

a. Heating systems will be as described in Section "L" of the specifications. Systems to be approved for use in New York City under an Material Equipment Acceptance or Board of Standards and Appeals approval number. There shall be a hot water heating system with baseboard heating units. The hot water heaters shall be capable of storing 40 gallons. This system will maintain an inside temperature of 68° F. with an outside temperature of 0° F. with an allowance for a 3° F. swing.

b. All heat piping to be 1/2" copper "K" tubing. Circulator to be manufactured by Gasset Company or approved equal with a 1/2 H.P. capacity.

c. Contractor to supply air conditioning thru the wall sleeves only within all bedrooms and living rooms.

M. ELECTRICAL SYSTEM

1. SERVICE

For each building service to be overhead and to be supplied by Con Edison. Each unit contains 120/240 volt single phase circuits. For units only where buyer has not purchased central air conditioning, individual air conditioning circuits will be provided in all living rooms and bedrooms. All circuits are to be provided with circuit breakers.

a. Common house meter to be located in each building. All Apartment meters to be located within meter rooms/closets within the buildings.
b. 4 sub-feeder panels in each building (one for each floor).
c. Only copper wire shall be used.
d. Switches and receptacles per N.Y.C. Code.
e. No ceiling fixtures in bedrooms (switch wall receptacles).
f. Air conditioning outlets - per N.Y.C. Code.
g. Lighting circuits protected by 15 amp. breaker.
h. Utility outlets protected by 20 amp. breaker.
i. No. 12 BX wire or Romex - as per N.Y.C. Code.
j. Separate circuits for heating and washing machine system.
k. Outside fixture shall be water-proof type.
l. Efficiency and one bedroom apartments shall have 40 amp. sub-feeder main breaker.
m. Two bedroom apartments shall have 50 amp. sub-feeder main breaker.
n. Main circuit breaker for each unit shall be 190 amps.
o. Inter-coms and bells system per apartment shall be low voltage (24 volts).

M. ELECTRICAL SYSTEM (Continued)

2. WIRING

All wiring to be copper BXcable or Romex approved type, all in accordance with the requirements of the New York Board of Fire Underwriters.

3. OUTLETS AND LIGHTING FIXTURES

All electrical wall outlets are duplex receptacles. In all rooms where there is no ceiling fixtures, one duplex outlet will be wired to a switch. All fixtures in each unit will be as per builders fixture samples. Lighting fixtures are to be located in the following areas:in ceiling of kitchen, dining room, hall areas, walk-in closets and utility rooms. Wall brackets in bathroom, toilet and outside front entrance doors.

3A. OUTDOOR FIXTURES

Front entry, MAKE: PROGRESS, P5964 OR EQUAL.
Side Yard - 150 WATT flood, MERCURY "STORIO"
Rear Yard - 250 WATT high pressure sodium

4. METER

Each unit will have its own electric meter and get its own bill. Common electric meter to be located in each building. Meters to be within meter rooms for all buildings.

5. SMOKE DETECTORS

Smoke detectors to be provided for each dwelling unit are to be hard wired and to be installed as per Local Law 62/81 and R.S. 17 of the New York City Building Code. All detectors to be approved by the Board of Standards and Appeals.

6. CERTIFICATE

Certificate of Compliance to be obtained for the electrical work from the City of New York, Department of Water Supply and Electricity.

N. PERMITS AND INSPECTIONS

1. PERMITS

Before starting any work, builder to obtain a work permit from the Department of Buildings, City of New York.

2. INSPECTIONS

Builder to retain the service of an architect or engineer for control inspection on borings, sub-soil conditions and firestopping, all in accordance with the requirements of the New York City Building Code.

O. UNIT INFORMATION

1. MODEL "A"

Consists of Model Types A-1, A-2, A-3, A-4

O. UNIT INFORMATION (Continued)

a. Cellar Floor - Common spaces approximately 607 square feet:

Utility Room - 10'-0" x 10'-6"
Garage (1 Car) - 8'-5" x 19'-0"
Garage (1 Car) - 8'-5" x 19'-0"

b. Model Type A-1 -(Cellar Floor) One Bedroom Apartment, one story which contains approximately 432 square feet consisting of:

Living Room - 9'-0" x 19'-2" with closet
Bedroom - 10'-4" x 9'-10" with closet
Kitchenette - 7'-0" x 7'-0"
One full bath with linen closet

c. Model Type A-2 - (First Floor) Two Bedroom Apartment, one story which contains approximately 931 square feet consisting of:

Living/Dining Room -16'-4" x 14'-0" (irregular shape)
Kitchen - 10'-3" x 10'-10"
Bedroom - 10'-9" x 17'-1" with two closets, toilet with shower, porch on exterior - 9'-4" x 4'-0" (37 sq.ft.)
Bedroom - 9'-0" x 13'-3" with closet
One full bath with linen closet
Laundry Closet
Coat Closet

d. Model Type A-3 - (Second Floor) Three Bedroom Apartment, one story which contains approximately 1,063 square feet consisting of:

Living/Dining Room - 10'-0" x 20'-10" (Irregular shape) with porch on exterior - 9'-4" x 4'-0" (37 sq. ft.)
Kitchen - 10'-3" x 10'-10"
Bedroom - 9'-0" x 13'-3" with closet
Bedroom 10'-9" x 17'-1" with two closets, toilet with shower, porch on exterior, 9'-4" x 4'-0" (37 sq. ft.)
Bedroom - 9'-8" x 8'-6" with closet
One full bath with linen closet
Laundry closet
Coat closet

e. Model Type A-4 - (Third floor) Two Bedroom Apartment, one story which contains approximately 1,063 square feet consisting of:

Living/Dining Room - 20'-0" x 20'-10" with porch on exterior - 9'-4" x 4'-0" (37 sq. ft.)
Kitchen - 10'-3" x 10'-10"
Bedroom - 10'-9" x 17'-1" with two closets, toilet with shower,porch on exterior 9'-4" x 4'-0" (37 sq. ft.)
Bedroom - 9'-0" x 13'-3" with closet
One full bath with linen closet
Laundry Closet
Coat closet

O. UNIT INFORMATION (Continued)

2. MODEL "B"

Consists of Model Types B-1, B-2,B-3 and B-4

a. Cellar Floor - Common spaces approximately 613 square feet

Utility Room - 11'-0" x 9'-4"
Garage (1 Car) - 8'-9" x 19'-0"
Garage (1 Car) - 8'-9" x 19'-0"

b. Model Type B-1-(Cellar Floor) One Bedroom Apartment, one story which contains approximately 425 square feet consisting of:

Living Room - 10'-6" x 17'-9" with closet
Bedroom - 10'-0" x 8'-0" with closet
Kitchenette - 7'-6" x 7'-0"
One full bath with linen closet

c. Model Type B-2 - (First Floor) Two Bedroom Apartment, one story which contains approximately 937 square feet consisting of:

Living/Dining Room - 17'-6" x 13'-6" (irregular shape)
Kitchen - 11'-5" x 10'-0"
Bedroom - 11'-5" x 16'-1" with two closets, toilet with shower, porch on exterior - 9'-4"x4'-0" (37 sq. ft.)
Bedroom - 9'-6" x 12'-6" with closet
One full bath with linen closet
Laundry Closet
Coat Closet

d. Model Type B-3 - (Second Floor) Three Bedroom Apartments, one story which contains approximately 1,065 square feet consisting of:

Living/Dining Room - 11'-4" x 19'-10" (irregular shape) with porch on exterior - 9'-4" x 4'-0" (37 sq. ft.)
Kitchen - 11'-5" x 10'-0"
Bedroom - 9'-8" x 8'-6" with closet
Bedroom - 11'-5" x 16'-1" with two closets, toilet with shower, porch on exterior - 9'-4" x 4'-0" (37 sq. ft.)
Bedroom - 9'-6" x 12'-6" with closet
One full bath with linen closet
Laundry Closet
Coat Closet

O. UNIT INFORMATION (Continued)

e. Model Type B-4 - (Third Floor) Two Bedroom Apartments, one story which contains approximately 1,065 square feet consisting of:

Living/Dining Room - 21'-2" x 19'-10" with porch on exterior - 9'-4" x 4'-0" (37 sq. ft.)
Kitchen - 11'-5" x 10'-0"
Bedroom - 11'-5" x 16'-1" with two closets, toilet with shower, porch on exterior - 9'-4" x 4'-0" (37 sq. ft.).
Bedroom - 9'-6" x 12'-6" with closet
One full bath with linen closet
Laundry Closet
Coat Closet

3. MODEL "C"

Consists of Model Types C-1, C-2, C-3, and C-4

a. Cellar Floor - common spaces approximately 605 square feet

Utility Room - 10'-6" x 6'-0"
Gas Meter Closet - 3'-0" x 6'-6"
Garage (1 Car) - 8'-8" x 19'-0"
Garage (1 Car) - 8'-8" x 19'-0"

b. Model Type C-1 - (Cellar Floor) Efficiency Apartment, one story which contains approximately 374 square feet consisting of:

Living Room - 15'-9" x 16'-0" with two closets
Kitchenette - 7'-3" x7'-6"
One full bath

c. Model Type C-2 - (First Floor) Two bedroom Apartment, one story which contains approximately 899 square feet consisting of:

Living/Dining Room - 17'-9" x 11'-0" with closet
Kitchen - 10'-9" x 10'-11"
Bedroom - 12'-11" x 15'-0" with closet, toilet with shower, porch on exterior - 10'-0" x 4'-0"
Bedroom - 10'-9" x 11'-9" with closet
One full bath
Two hall closets
Laundry Closet

1. UNIT INFORMATION (Continued)

d. Model Type C-3 & C-4 -(Second and Third Floors) Two Bedroom Apartments, one story which contains approximately 1,001 square feet consisting of:

Living/Dining Room - 24'-0" x 14'-0" with porch on exterior - 9'-0" x 4'-0" (36 square feet)
Kitchen - 10'-9" x 10'-11"
Bedroom - 12'-11" x 15'-0" with closet, toilet withshowers, porch on exterior - 10'-0" x 4'-0" (40 square feet)
Bedroom - 10'-9" x 11'-9" with closet
One full bath
Two hall closets
Laundry closet

4. (a) Finish Schedule: TYPE "A", TYPE "B", TYPE "C"

Room	Floor	Walls	Ceiling
Bath	4"x4" c.t. w/base	2 (coats) Latex pt./gyp.bd.	pt./gyp. bd.
Bedrooms	carpet	pt./gyp. bd.	pt./gyp. bd.
L.R.	carpet	pt./gyp. bd.	pt./gyp. bd.
Kitchen	12"x12" asphalt	pt./gyp. bd.	pt./gyp. bd.
Entry Foyers	Carpet	pt./gyp. bd.	pt./gyp. bd.
Common Halls	12" x 12" v.c.t.	pt./gyp. bd. or natural brick	pt./gyp. bd.

Carpet - owners sample - 100% nylon with padding

P. RECREATION BUILDING AND FACILITIES

The Recreation Building is located at the west end of Building Group No. 6 and at the intersection of the south side of Avenue L and East side of East 80th Street. The approximate area of the building is 1,500 square feet. It is to be used as an accessory use by the condominium and will offer the following:

A. Exercise Room.
B. Men & Women's Locker Rooms, showers, toilets and sauna.
C. Filter Room for the proposed swimming pool.
D. Meeting Room
E. Coat Room
F. Office Area
G. Storage Area

The swimming pool is approximately 30'-0" x 55'-0". The Recreation Building and swimming pool are for the exclusive use of the condominium and their guests, both the recreation building and pool will be owned by the condominiums Home Owner's Association.

SWIMMING POOL

A gunite swimming pool will be constructed. Water depth will vary from 3'-6" to 5'-0" without a diving board. A concrete deck will be constructed all around the pool. The filter system will be diatamaeous earth filter with approriate piping and chlorination as required by the New York City Board of Health. The fence around the pool area will be 4'-0" high.

RECREATION BUILDING

STRUCTURAL SYSTEM

1. All concrete shall be in accordance with RS 10-3 of the New York City Building Code.

2. Foundations will be of 12" poured concrete with 6" concrete floor slab reinforced with 6x6 welded wire mesh, smooth finish at lower level.

3. Footings to bear minimum of 1'-0" into undisturbed soil with a minimum allowable bearing capacity of 4000 psf as determined by inspection at the site by a professional engineer or licensed architect. Exterior footings to be 4'-0" minimum below finished grade. Refer to Site Plan for finished elevations.

P. RECREATION BUILDING AND FACILTIES (Continued)

4. Remove topsoil and other materials before pouring slab. Porous fill or suitable on-site material placed over undisturbed soil or over well compacted fill. Compacted fill to be placed in 6" layers and compacted to 95% Standard Proctor Density.

5. Concrete for footings and walls to be stone concrete with a minimum ultimate compressive strength of 2000 psi at 28 days. Slabs on grade to be stone concrete with a minimum ultimate compressive strength of 2000 psi at 28 days.

6. EXTERIOR OF BUILDING

   A. All exterior walls shall be constructed with 4" brick and 4" block and insulated as per New York State Energy Code - Amended April 1, 1987, minimum requirement, and on inside with 1/2" sheetrock nailed to metal studs.

7. EXTERIOR ENTRANCE

   Entrance doors to be metal or wood type with intrical weather stripping. Doors to be fitted with a cylinder lock.

8. ROOF

   Roof to be constructed as follows:

   A. 3 ply composition roof, on concrete topping with metal decking of steel frame construction, insulated as per New York State Energy Code-Amended April 1, 1987, minimum requirement, and with a dropped ceiling. Roofing to have a minimum 20 year limited warranty by manufacturer and a guarantee of one year by sponsor.

   B. All penetrations of ducts, pipes, etc. to be properly flashed.

   C. All gutters and leaders as indicated on plan to be aluminum.

   D. Floor construction shall be concrete topping on metal decking over steel frame construction. This shall have a hung ceiling over the lower level.

   E. Partitions shall be erected of metal stud construction with 1/2" sheet rock finish. All wool surfaces to be painted (non-lead finish).

   F. All floor surfaces shall receive vinyl composition tile.

   G. All toilet floors will be ceramic tile with a 6" sanitary base.

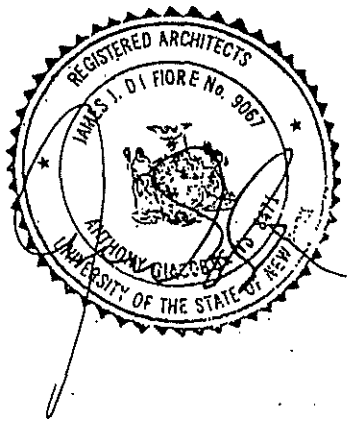
   H. Metal stall partitions shall be installed in all toilets and for showers.

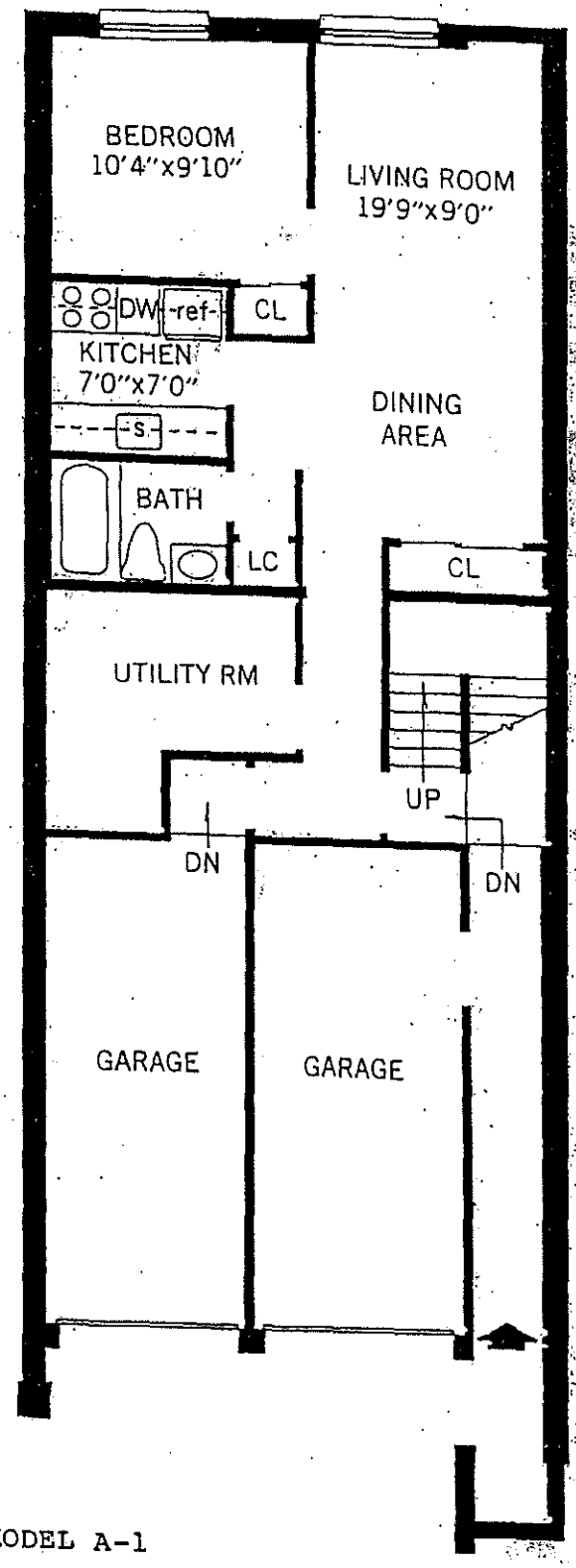
   I. Refer to Plans for all of the above.

Q. UNIT DIMENSIONS

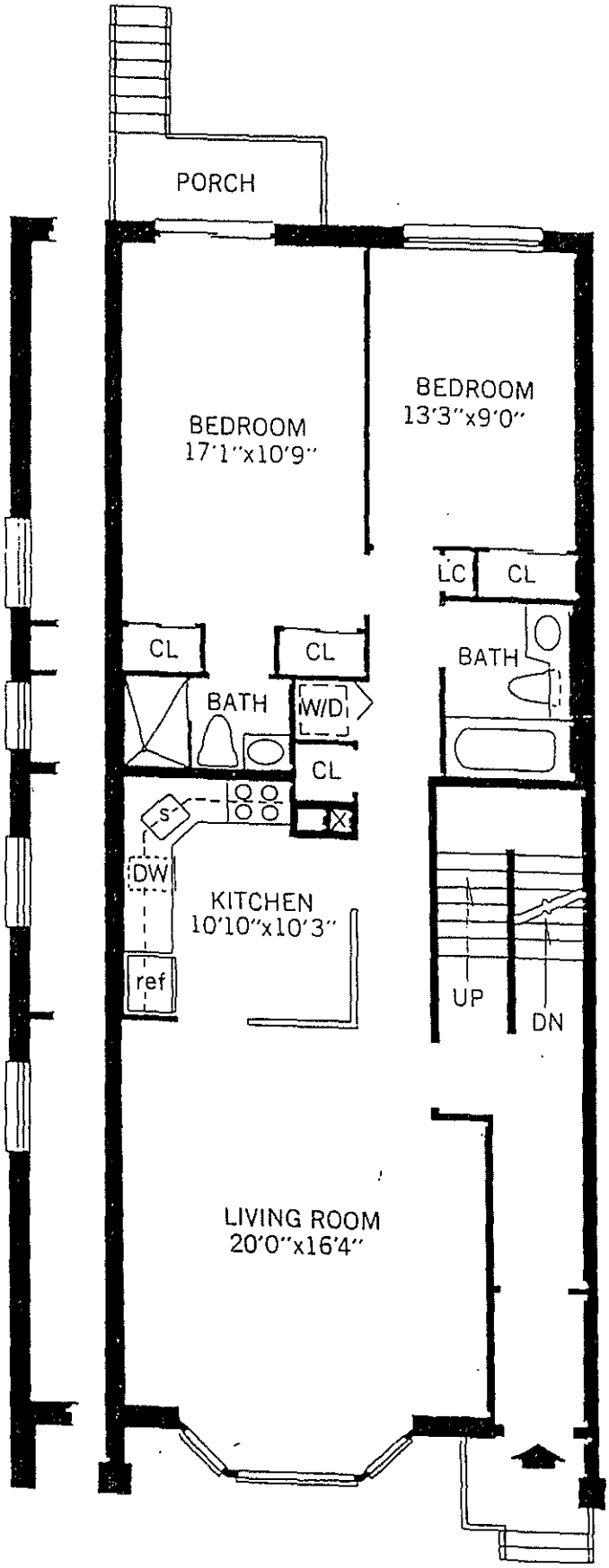
The physical dimension of each unit consists of the area measured horizontally from the interior surface of the wood studs of the exterior walls to the interior surface of the wood studs of the common partitions between units.

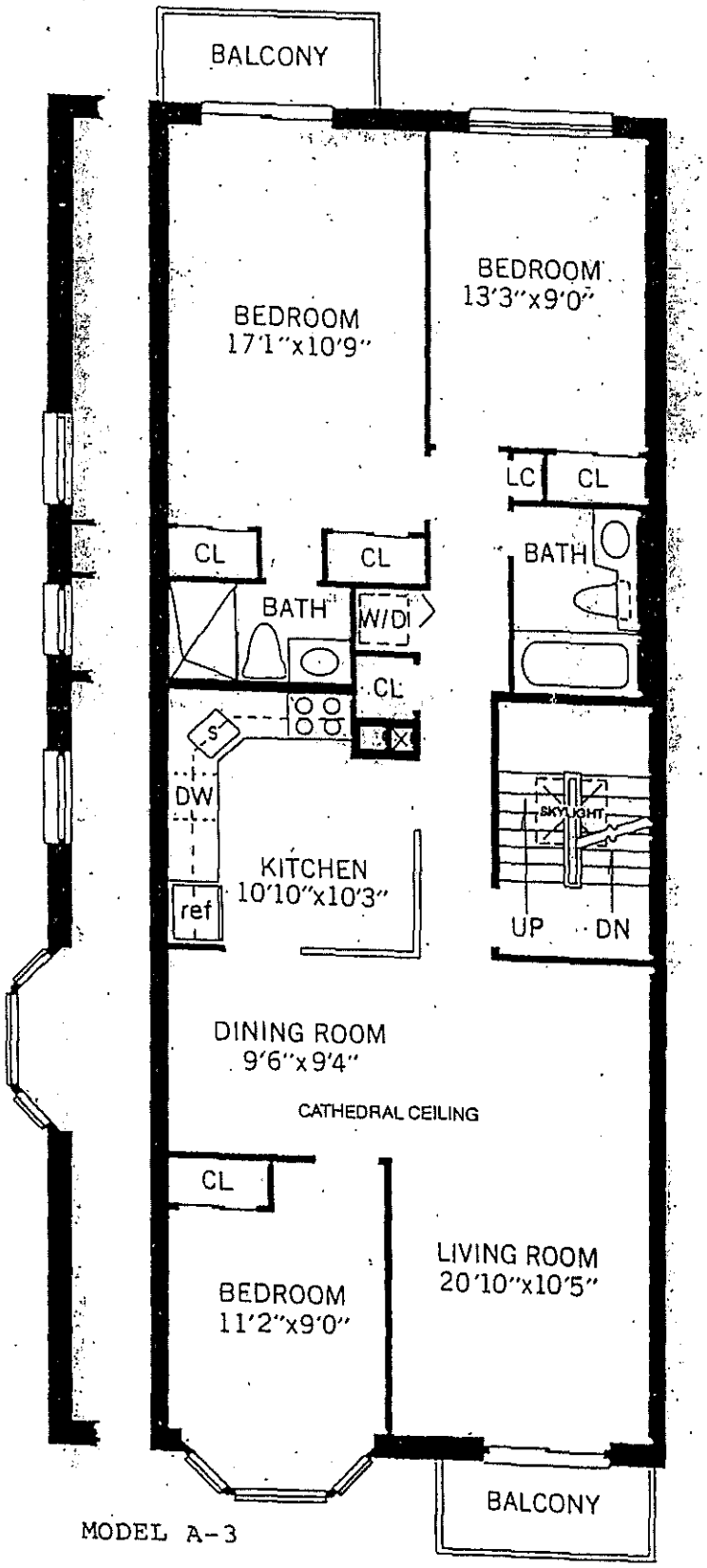
Vertically, each unit consists of the space between the underside of the finished or carpeted floor, including the thickness of such finished or carpeted floor and the ceiling surface of the floor or ceiling joists above including the sheetrock thickness. Each unit also includes doors and windows which open from or in a unit and all fixtures and appliances used in or in conjunction with a unit.



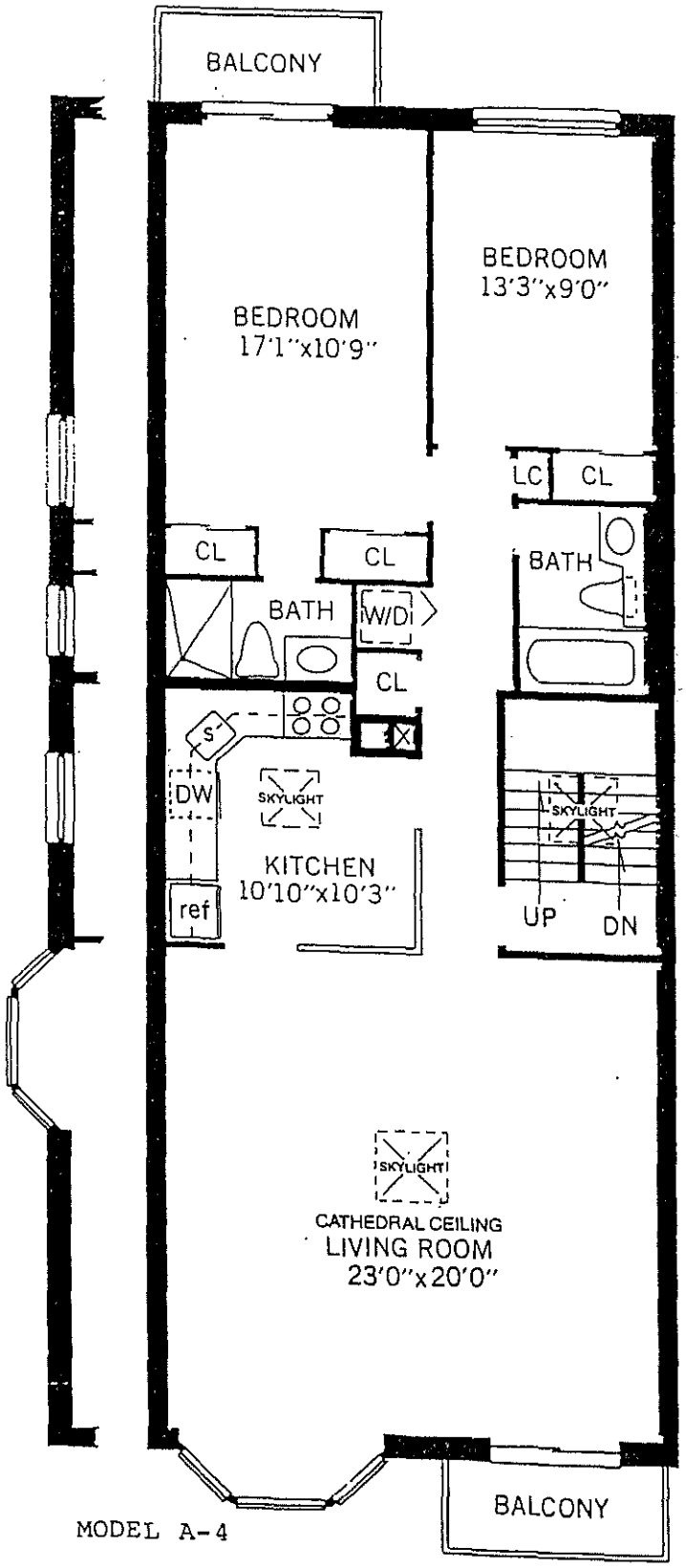

BEDROOM
10'4"x9'10"
LIVING ROOM
19'9"x9'0"
DW
ref
CL
KITCHEN
7'0"x7'0"
DINING
AREA
S
BATH
LC
CL
UTILITY RM
UP
DN
DN
GARAGE
GARAGE

MODEL A-1

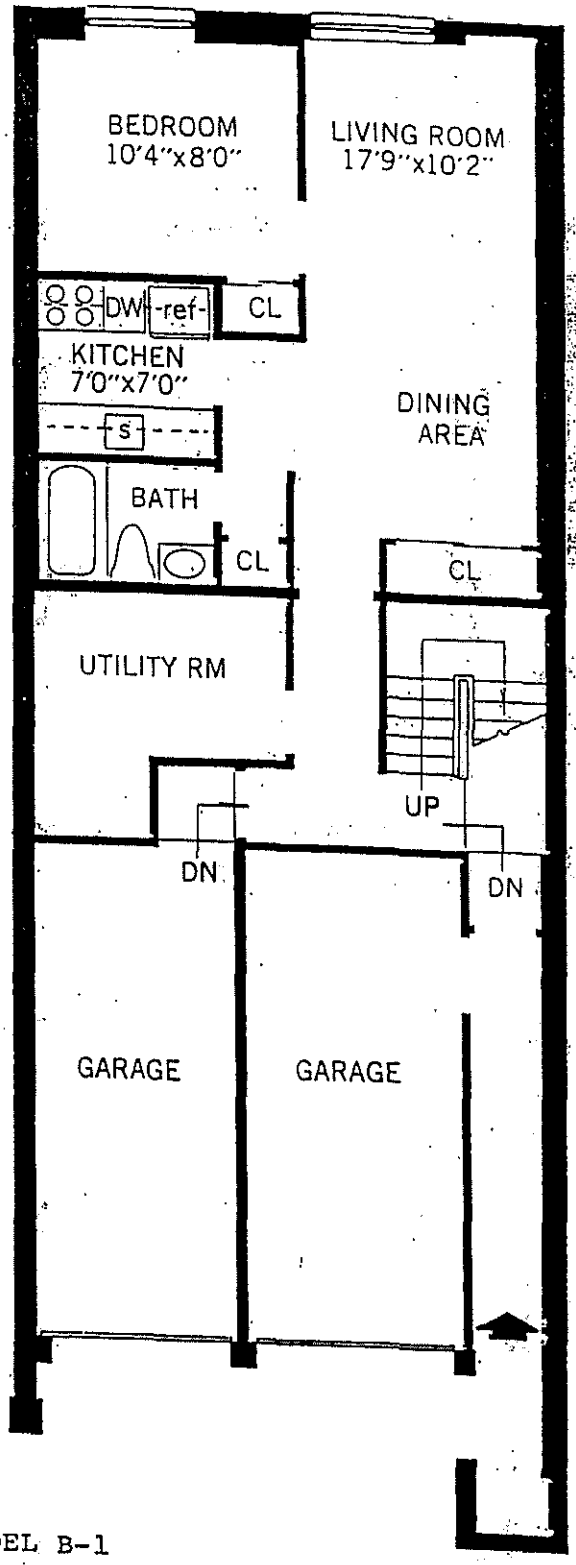

PORCH
BEDROOM
17'1"x10'9"
BEDROOM
13'3"x9'0"
LC
CL
CL
CL
BATH
BATH
W/D
CL
S
DW
KITCHEN
10'10"x10'3"
ref
UP
DN
LIVING ROOM
20'0"x16'4"


BALCONY
BEDROOM
17'1"x10'9"
BEDROOM
13'3"x9'0"
LC
CL
CL
CL
BATH
BATH
W/D
CL
S
DW
ref
KITCHEN
10'10"x10'3"
SKYLIGHT
UP
DN
DINING ROOM
9'6"x9'4"
CATHEDRAL CEILING
CL
BEDROOM
11'2"x9'0"
LIVING ROOM
20'10"x10'5"
BALCONY

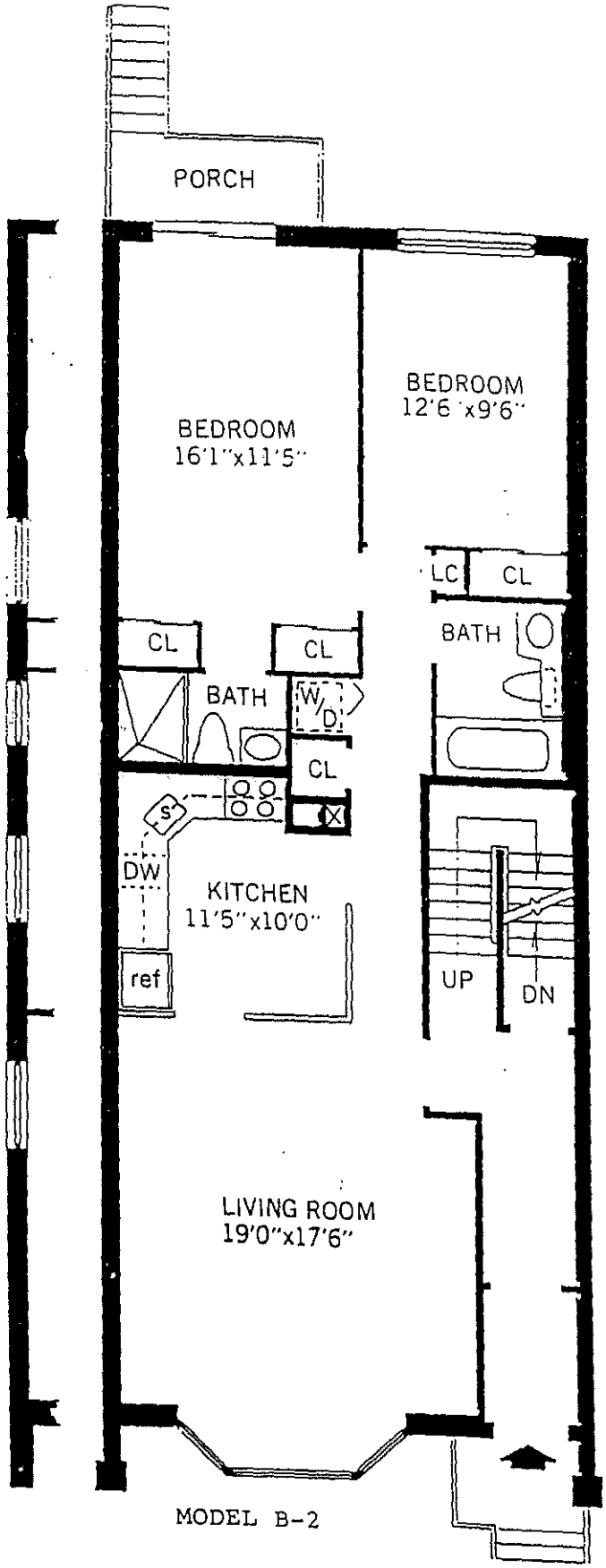
MODEL A-3


BALCONY
BEDROOM
17'1"x10'9"
BEDROOM
13'3"x9'0"
LC
CL
CL
CL
BATH
W/D
BATH
CL
S
DW
SKYLIGHT
KITCHEN
10'10"x10'3"
ref
SKYLIGHT
UP
DN
SKYLIGHT
CATHEDRAL CEILING
LIVING ROOM
23'0"x20'0"
BALCONY

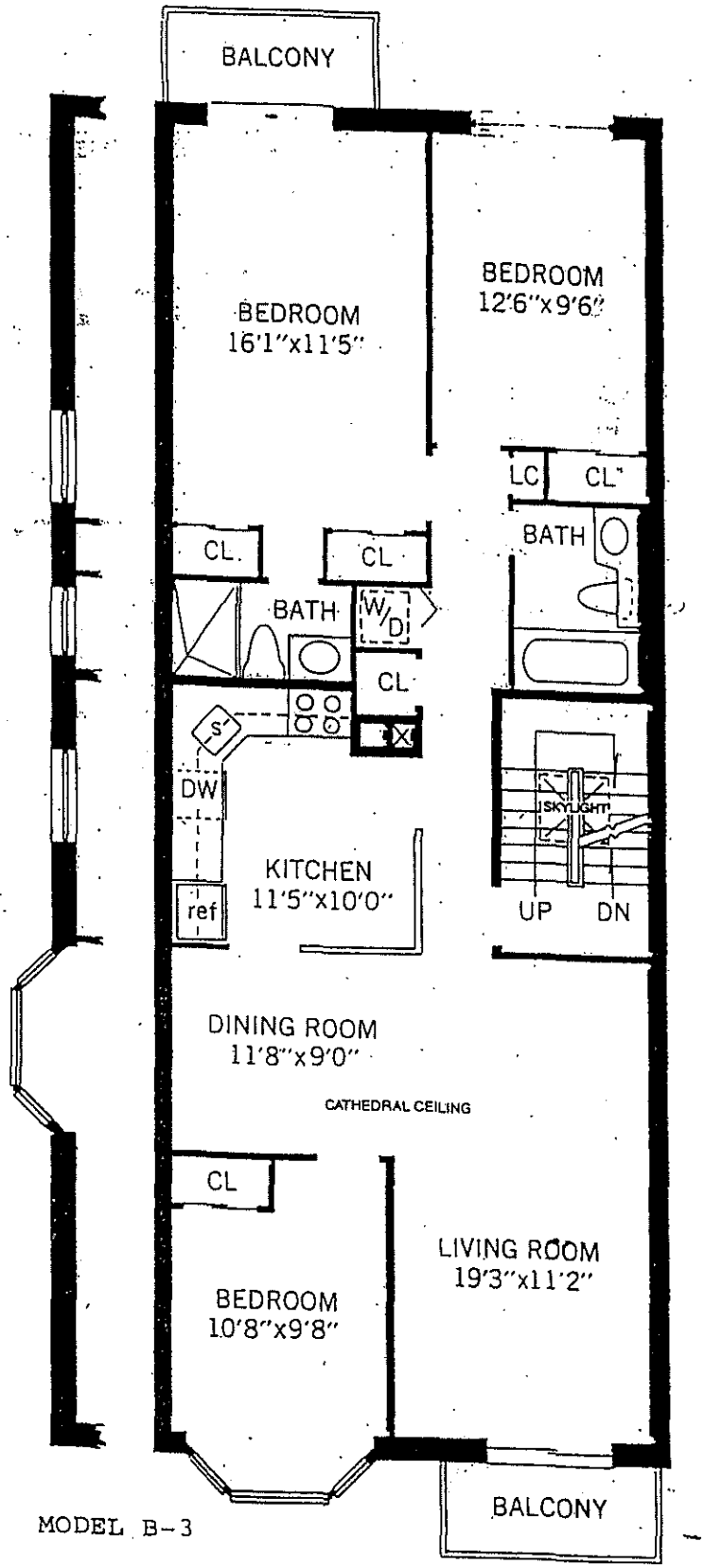
MODEL A-4


BEDROOM
10'4"x8'0"
LIVING ROOM
17'9"x10'2"
DW
-ref-
CL
KITCHEN
7'0"x7'0"
S
DINING
AREA
BATH
CL
CL
UTILITY RM
UP
DN
DN
GARAGE
GARAGE

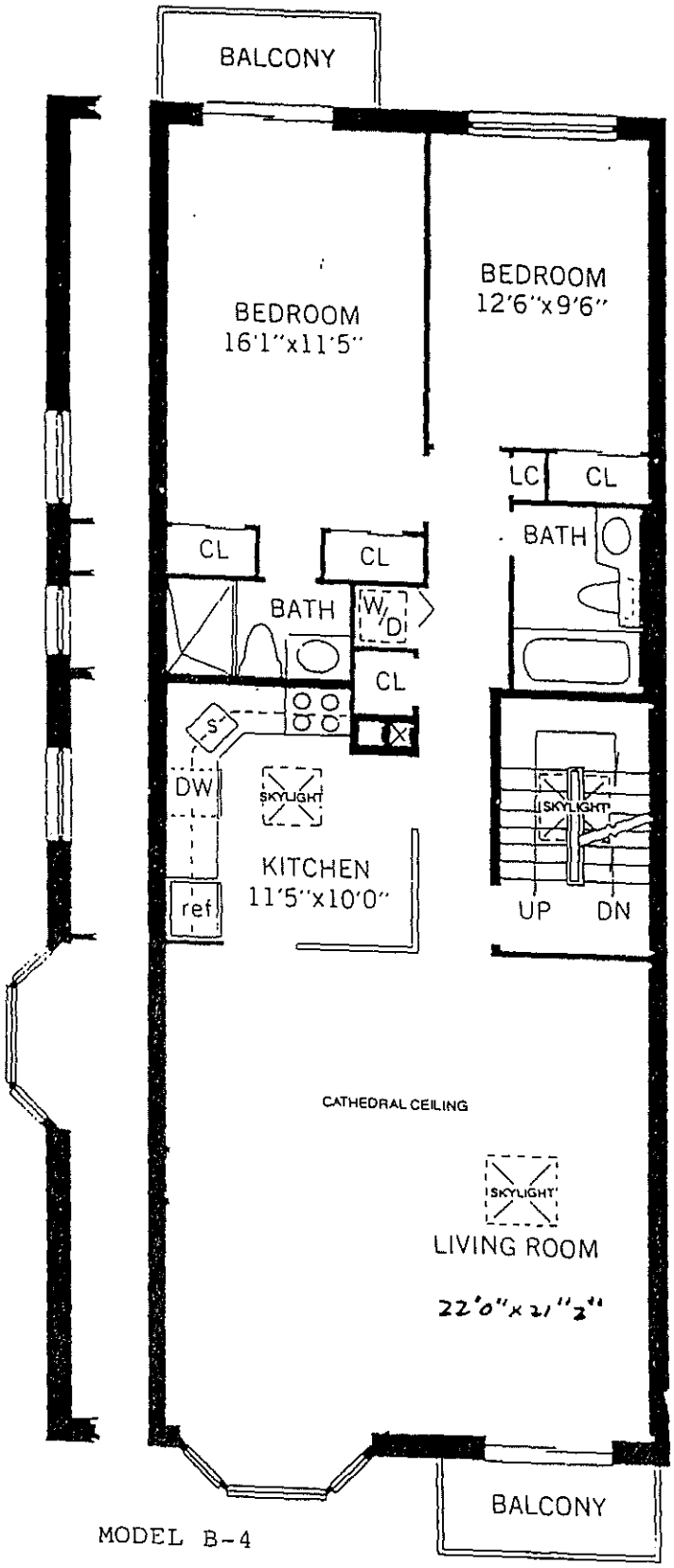
MODEL B-1


PORCH
BEDROOM
16'1"x11'5"
BEDROOM
12'6"x9'6"
LC
CL
BATH
CL
CL
BATH
W/D
CL
S
DW
KITCHEN
11'5"x10'0"
ref
UP
DN
LIVING ROOM
19'0"x17'6"

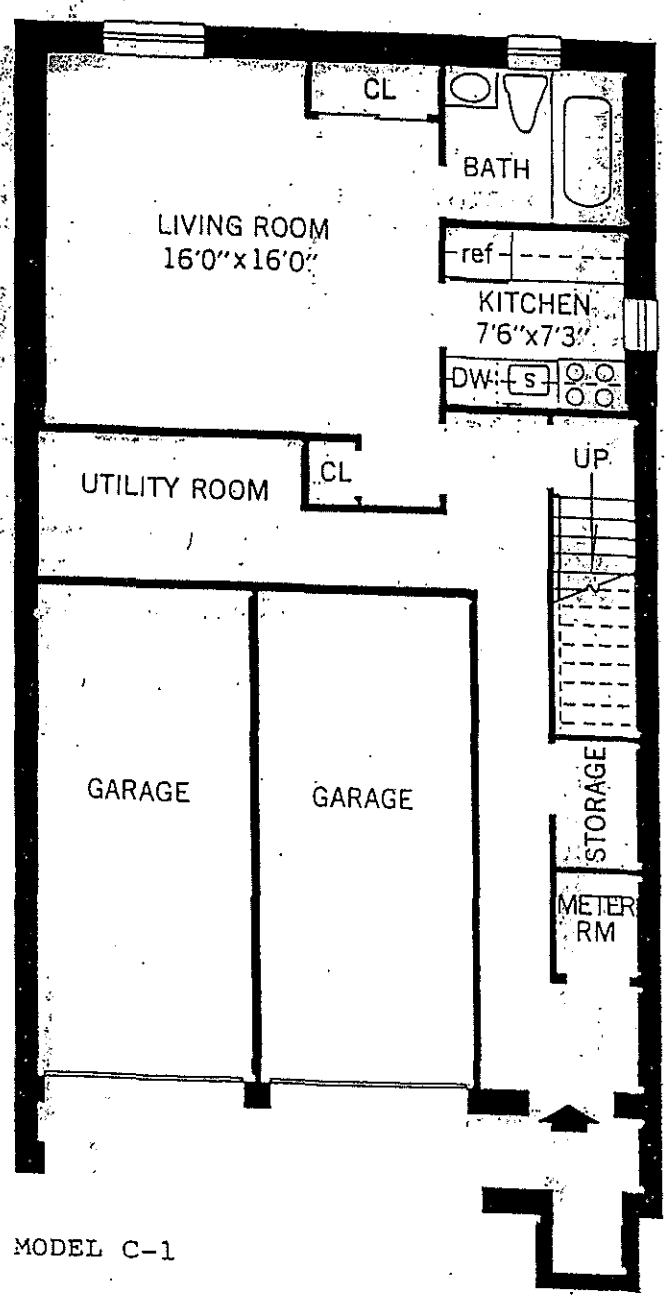
MODEL B-2


BALCONY
BEDROOM
16'1"x11'5"
BEDROOM
12'6"x9'6"
LC
CL
BATH
CL
CL
BATH
W/D
CL
S
DW
ref
KITCHEN
11'5"x10'0"
SKYLIGHT
UP
DN
DINING ROOM
11'8"x9'0"
CATHEDRAL CEILING
CL
LIVING ROOM
19'3"x11'2"
BEDROOM
10'8"x9'8"
BALCONY

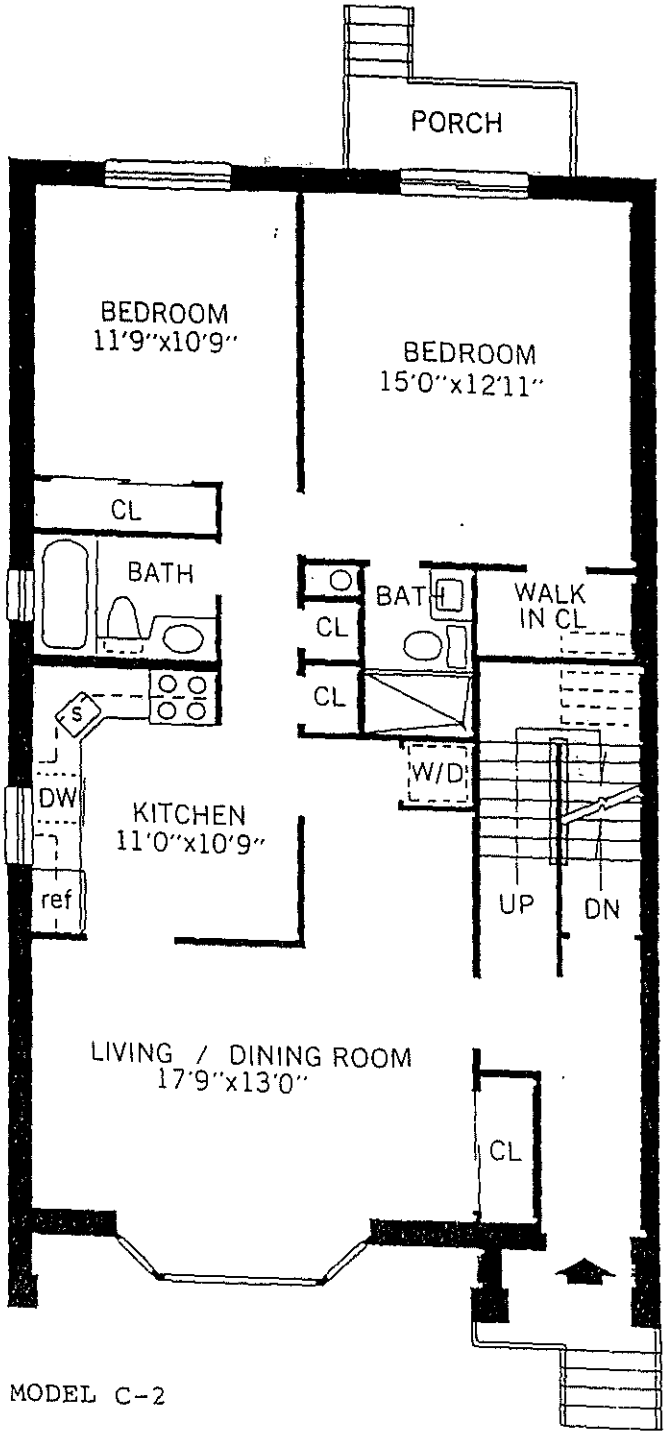
MODEL B-3


BALCONY
BEDROOM
16'1"x11'5"
BEDROOM
12'6"x9'6"
LC
CL
BATH
CL
CL
BATH
W/D
CL
S
DW
SKYLIGHT
KITCHEN
11'5"x10'0"
ref
SKYLIGHT
UP
DN
CATHEDRAL CEILING
SKYLIGHT
LIVING ROOM
22'0"x21'2"
BALCONY

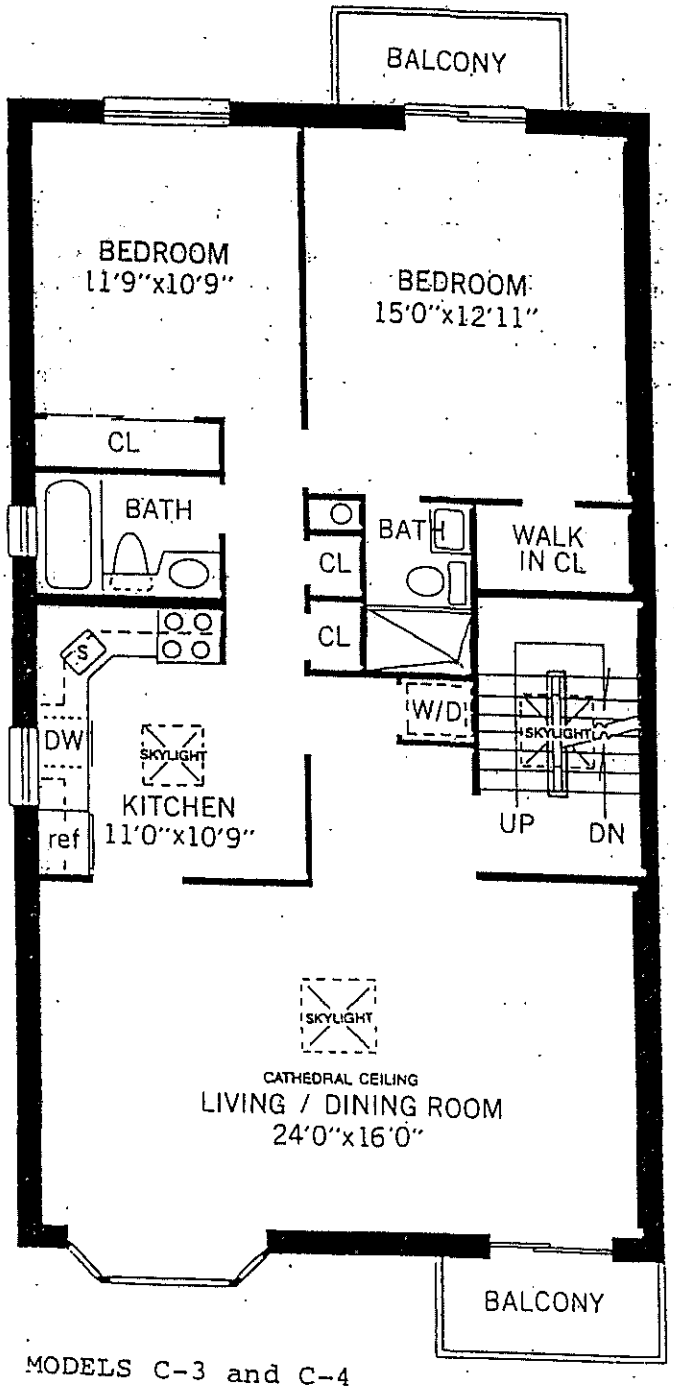
MODEL B-4


CL
BATH
LIVING ROOM
16'0"x16'0"
ref
KITCHEN
7'6"x7'3"
DW
S
UTILITY ROOM
CL
UP
GARAGE
GARAGE
STORAGE
METER
RM

MODEL C-1


PORCH
BEDROOM
11'9"x10'9"
BEDROOM
15'0"x12'11"
CL
BATH
CL
BATH
WALK
IN CL
CL
S
W/D
DW
KITCHEN
11'0"x10'9"
ref
UP
DN
LIVING / DINING ROOM
17'9"x13'0"
CL

MODEL C-2



MODELS C-3 and C-4

UNIT DESCRIPTION

A "Residential Unit" as hereinafter referred to shall be defined as follows:

Each Residential Unit shall consist of the area enclosed horizontally by the unexposed faces of the dry walls located at an exterior wall of the Building and the unexposed faces of the dry walls dividing the Residential Unit from corridors, stairs or other Units and vertically by the upper face of the sub-floor of the Residential Unit up to the exterior surface of the dry wall forming the upper ceiling of the Residential Unit. Doors and windows which open from a Unit and interior walls of a Residential Unit shall be deemed to be part of the Residential Unit.

A "Garage Unit" as hereinafter referred to shall be defined as follows:

Each Garage Unit shall consist of the area enclosed horizontally by the unexposed face of the masonry or dry wall forming the Garage Unit partition wall to the midpoint between such wall and the interior side of the masonry or dry wall composing the exterior walls and vertically from the upper face of the concrete slab forming the floor to the underside of the upper beams. The doors and windows which open from the Garage Unit shall be deemed to be part of the Garage Unit.

The description of the Units set forth herein pertains to the location of the walls, floors, and ceilings of the Units as they are finally set forth in the certified "as built" floor plans to be filed simultaneously with the recording of the Declaration.

THE BROOK CLUB CONDOMINIUM

PURCHASE AGREEMENT

Agreement dated , 19 , between Sidan Realty Corp., a New York corporation, having its offices at 1402 East 64th Street, Brooklyn, New York 11234, referred to in this Agreement as the Seller or the Sponsor, and

residing at
referred to in this Agreement as the Purchaser.

1. Down Payment..... $_____

2. Balance, if any, to be paid by Mortgage Loan ..... $_____

3. Balance, if any, Due at Closing..... $_____

4. Total Purchase Price..... $_____

1. Agreement to Purchase. As Purchaser I agree to purchase from you and as Seller you agree to sell to me the Condominium Unit in The Brook Club Condominium in the Borough of Brooklyn, County of Kings, City and State of New York designated as Unit No. , Model, together with a % undivided interest in the common elements of the Condominium for the Total Purchase Price shown above. Such Total Purchase Price and percentage of common interest include my purchase of parking space no. which is a limited common element. I am delivering to you my check for the Down Payment shown above. This check is accepted by you subject to collection. When you deliver to me the deed for my Unit, I shall give you or anyone you designate (a) all the money I borrow under the Mortgage Loan shown above, if any, and (b) my certified check or official bank check for the Balance Due at Closing shown above, if any, drawn on a New York bank which is a member of the New York Clearing House Association.

2. Delivery of the Deed. The Closing of Title shall take place on or about , 19 , at the offices of the lending institution which makes my mortgage loan, or at another date and place you select if you shall write me at least fifteen (15) days in advance to tell me the exact time and place at which you shall deliver to me the deed to my Unit. You shall be entitled to a reasonable adjournment in the Closing of Title as set forth in Paragraph 22 of this Agreement. If I am not ready to close title at the date and time fixed by you, any adjournment exceeding fifteen (15) days granted at my request shall be upon the

condition that all adjustments, including mortgage interest, shall be made as of the date originally fixed for the closing of title. Nothing contained in this Agreement shall require you to grant any adjournment not reasonable in duration. The deed delivered to me shall be a standard type of deed known as a bargain and sale deed with covenant against grantor's acts. I shall pay the New York City and New York State transfer taxes on such deed. When you deliver the deed, I shall sign the power of attorney in favor of the Board of Managers of the Condominium in the form annexed as "Exhibit A" to this Agreement.

3. Receipt of Documents. I have been afforded at least three (3) days prior to my signing this Agreement to review the proposed Declaration of Condominium (the "Declaration"), By-Laws, Schedules, Plans and Exhibits, contained in the Offering Plan of the Condominium (collectively, the "Offering Plan" or the "Plan"), all of which are made part of this Agreement as if they were set forth in full in this Agreement, and I agree to be bound by such documents. If I have not been afforded such three (3) day period, I will be afforded not less than seven (7) days after delivery of an executed Purchase Agreement together with the required deposit to rescind this Purchase Agreement and have the full deposit refunded promptly. I must either personally deliver a written notice of rescission to you or the Selling Agent within the seven (7) day period or mail the notice of rescission to you or the Selling Agent and have the mailing postmarked within the seven (7) day period.

I acknowledge that I am purchasing a Unit in a Condominium to be formed, and that except as stated in this Agreement (and as set forth in the Declaration, By-Laws, and the Offering Plan), I have not relied on any representations or other statements of any kind or nature made by you or other persons, including but not limited to any representations relating to the description, size or dimensions of the Unit or rooms, and the estimated common charges or other expenses of the Condominium.

4. Marketable Title. You shall convey to me good and marketable title (subject to the terms of the Declaration and By-Laws as filed and of the Offering Plan), free and clear of all liens and encumbrances except the lien of the mortgage applied for by me and except as set forth in the Offering Plan on pages 44 and 45; and such title as the Ticor Title Insurance Company or any other title insurance company licensed to do business in New York State shall approve and insure for mortgagee and/or fee title insurance. If I order fee title insurance, it shall be purchased at my own cost and expense.

5. Closing Expenses and Adjustments. I further agree to pay at the closing of title, the actual cost of title examination, cost of mortgage title insurance, the $75 fee for the survey, attorneys' fees for preparation of the documents necessary for the mortgage loan, New York City and New York State Transfer Taxes, recording charges for the deed, power of attorney in favor of the Board of Managers, and mortgage documents and mortgage recording

taxes. I agree to pay at the closing of title an amount equal to twice the monthly common charges attributable to my Unit representing my share of the initial working capital, for the Condominium. I shall also pay you $250 for reimbursement of your costs in obtaining partial tax exemption benefits pursuant to Section 421a of the New York State Real Property Tax Law. In addition, I shall adjust with you as of 11:59 P.M. on the date preceding the Closing of Title all real estate taxes and any common charges assessed during the month in which title closes or established as a reserve based upon the last bill received.

6. My Mortgage Loan. I shall not be obligated to purchase my Unit from you unless the Bank to which I am applying for my Mortgage Loan (the "Bank") delivers to me a written commitment to give me the Mortgage Loan. I agree to promptly complete and sign my application for a Mortgage Loan. I agree to supply all information which the Bank or you request for this application and to pay any fees charged for a credit check upon submission of the application. If by thirty (30) days from now the Bank has not given me its written commitment to make the Mortgage Loan as described in this Paragraph 6, then either you or I shall have the right to cancel this Agreement. In the event the Bank shall fail to deliver a commitment, you shall have the right to arrange for me to receive from another bank or from you, the same type of Mortgage Loan within an additional thirty (30) days. I agree to pay off any of my outstanding loans if required by the Bank by you. I agree to notify you in writing within ten (10) days of my receipt of a rejection from the Bank of my application for a Mortgage Loan. I also agree to accept any mortgage applied for if it shall be approved in a reduced amount on condition that it be reduced by no more than $1,000. If you or I cancel this Agreement because no such mortgage loan is available to me all payments which I have made to you under this Agreement shall be returned to me together with interest earned thereon, if any. However, if I do not promptly supply the information which is required for a mortgage loan application or if I do not accept a written commitment from any bank or from you to give me the type of mortgage loan described in this Paragraph 6, then you shall have the right to cancel this Agreement and keep my Down Payment.

In the event that I obtain a mortgage commitment from the Bank which expires prior to the Closing of Title to my Unit, and provided further that I have made a good faith effort and I am unable either to (a) obtain an extension of said commitment (at the original or at the then prevailing interest rate); (b) obtain a new commitment from the Bank or from another bank or lending institution at the then prevailing interest rate; or (c) obtain from you, at your option, financing upon the same terms and conditions within thirty (30) days of me notifying you of the expiration of the commitment, then in such event, I shall have the right to cancel this Purchase Agreement. Upon cancellation, this Purchase Agreement shall be deemed null and void, and your sole liability hereunder shall be the return to me of all money paid pursuant to this Purchase Agreement together with interest, if any. Upon

payment, both parties shall be released from all further liability hereunder.

I may pay the Total Purchase Price entirely in cash at my option, without obtaining a mortgage loan, provided I give you written notice of my intention to do so within thirty (30) days from the date of this Agreement. In the event I exercise this option, the provisions of this Agreement which refer to the mortgage to be obtained by me, including all provisions for mortgage closing costs, shall be deemed to be deleted and of no effect.

7. Escrow or Bonding of Down Payment. You shall hold all Down Payment monies you receive from me, directly or through your agents or employees, in an escrow account until actually employed in consummation of the transaction. At your sole discretion, however, you may secure a bond in my favor in an amount equal to the full Down Payment monies received. If you post such a bond, you will file an amendment to the Plan with the New York State Attorney General before posting the bond.

If no bond is posted, such Down Payment funds shall be held as trust funds pursuant to Sections 352-e(2)(b) and 352-h of the General Business Law, in a special account entitled "The Brook Club Condominium Special Account" in Citibank N.A., 93-05 Jamaica Avenue, Woodhaven, New York. The signature of Albert A. Temkin, Esq., Woodhaven Boulevard, Woodhaven, New York, as attorney for the Seller, shall be required to withdraw any of such funds. Such funds shall be payable to you upon the closing of title to the Unit covered by the Purchase Agreement or upon the posting of a bond in my favor as described above. Interest, if any, earned on such funds shall be turned over or assigned to me at the closing.

In the event of my default under this Purchase Agreement, which default continues for fifteen (15) days after notice of such default from you to me, all such funds, including interest, if any, earned thereon, shall be released to you from such account as liquidated damages and thereafter neither you nor I shall have any rights or obligations against or to the other. In no event shall such liquidated damages exceed ten (10%) percent of the Total Purchase Price of the Unit, plus the cost of optional extras, if any, together with interest if any, earned on such sums.

All funds received by you shall be handled in accordance with the provisions of Section 352-e(2)(b) and 352-h of the General Business Law and shall be employed by you only in connection with the consummation of the Plan.

8. Your Rights If I Fail to Keep My Promises and Agreements. All sums I pay you on account of this Agreement and the reasonable expense of the examination of title to the Unit shall constitute liens on the Unit. Such liens shall not continue, however, after default by me under this Agreement. You shall have the right to keep my Down Payment and all interest earned on it if (a)

I do not pay the Total Purchase Price for my Unit when due or (b) if when you offer to deliver to me the deed to my Unit I do not then sign any of the documents referred to in the Plan which I am required to sign or (c) if I fail to keep any other promise contained in this Agreement. Your rights shall apply whether or not construction of my Unit has begun.

However, before you shall have the right to keep my Down Payment and the interest earned on it, you must first send me a notice stating that you intend to cancel this Agreement and describing each promise which you think I did not keep under this Agreement. If I do not cause each of these promises to be kept within fifteen (15) days after your notice is sent, you may keep my Down Payment and all interest earned on it. After that, neither you nor I shall have any further obligations under this Agreement; this Agreement shall be considered cancelled without any further action by either of us; and you shall have the right to sell my Unit to any other person.

9. Recording of Condominium Declaration. I understand that the Declaration and By-Laws establishing the Condominium shall be recorded by you in the Office of the Register of the City of New York, Kings County, prior to the Closing of Title to the first Unit as set forth in the Offering Plan. You shall file with the Declaration when it is recorded or shall amend the Declaration prior to the closing date and file at such time a verified statement of a registered architect or licensed professional engineer certifying that the plans previously filed or being filed simultaneously with such amendment fully and fairly depict the layout, location, Unit designation and approximate dimensions of my Unit as built. The Declaration and By-Laws, when recorded by you shall be substantially in the form of the Declaration and By-Laws set forth in the Offering Plan and any changes in such documents shall not have a material adverse effect upon me. You shall not record the Declaration until you have accepted purchase agreements for at least fifteen (15%) percent in number of all of the Units. If you do not record the Declaration within eighteen (18) months of the date of the Offering Plan, all monies advanced by me shall be returned promptly thereafter together with interest, if any, earned thereon.

10. Seller's Inability to Deliver Deed - Cancellation of Purchase Agreement. It is understood and agreed that in the event you are unable to deliver to me a deed to the Unit in accordance with this Agreement because of your inability to complete the filing of the premises as part of a condominium plan in accordance with the Offering Plan and any amendments to the Plan, then you shall immediately notify me in writing and this Agreement will terminate. In such case, the sole liability between us shall be the return to me of the Down Payment together with interest, if any, earned thereon.

11. Agreement Subject to Mortgages. I understand that you have borrowed and shall continue to borrow money to construct the Condominium and have given to your lender a construction or development loan mortgage. I recognize and agree that all terms and provisions of this Purchase Agreement are and shall be subject and subordinate to the lien of any building loan mortgage on the condominium property heretofore or hereafter made and any advances heretofore or hereafter made thereon, and any payments or expenses already made or incurred or which may hereafter be made or incurred, pursuant to the terms thereof, to the full extent thereof without the execution of any further legal documents by me. This subordination shall apply whether such advances are voluntary or involuntary and whether made in accordance with the building loan schedule of payments or accelerated thereunder by virtue of the lender's right to make advances before they become due in accordance with the schedule of payments. You shall satisfy all such mortgages or obtain a release of the Unit I am purchasing from the lien of such mortgages, however, at or prior to the closing date, except for the Mortgage Loan I am obtaining on the Unit, if any, whether the same be by extension, assumption, consolidation or otherwise.

12. Construction of Unit by Seller. You agree, at your own cost and expense to erect and complete my Unit in accordance with the requirements as to materials and workmanship of the New York City Buildings Department and with the requirements of the lending institution which shall make the mortgage loan and you further agree that when it is completed it shall be in substantial accordance with the plans as filed with the Building Department. In the event my Unit is substantially completed and provided a temporary or permanent Certificate of Occupancy is issued, I agree to close title to my Unit and accept a letter agreement from you in which you promise to complete all unfinished items within sixty (60) days of the closing of title, weather permitting.

If a temporary Certificate of Occupancy is obtained, you agree to perform all work necessary and obtain a permanent Certificate of Occupancy within two (2) years of the closing of title or prior to expiration of the Temporary Certificate of Occupancy, whichever is sooner. In the event a permanent Certificate of Occupancy for the Building containing my Unit has not been issued as of the date of Closing of Title, you will continue to hold all monies previously deposited and being held in escrow for said Unit pursuant to Section 352-e(2)(b) of the General Business Law unless your engineer or architect certifies that a lesser amount will be reasonably necessary to complete the work needed to obtain a permanent Certificate of Occupancy. Any sum of money exceeding the amount certified by your engineer or architect will be released to you. Upon the issuance of the permanent Certificate of Occupancy, such escrow deposit will be released to you without my consent or the consent of any other party.

Alternatively, you may deposit with an escrow agent an unconditional, irrevocable letter of credit or post a surety bond in the amount certified by your engineer or architect. Prior to posting such bond or letter of credit, you will amend the Plan.

13. Personal Property Included in Sale; Excluded Items. All articles of personal property, fixtures and equipment described in the Offering Plan for the Condominium Unit being purchased by me are included in this sale, and they shall be delivered free and clear of all liens and encumbrances except the lien of the mortgage, if any, applied for by me. The decorative lighting fixtures, paints, carpeting, built-ins, special landscaping, wallpapers, furniture, furnishings and burglar alarm system exhibited in the Model Units, except as otherwise specifically set forth in this Agreement or in the Offering Plan, are for display purposes only and are not included in this sale.

14. Selection of Colors. It is further agreed that whenever I have the right to make a selection of colors, fixtures and/or materials as set forth in the Offering Plan, I shall do so within seven (7) days after written demand from you. In the event I fail to make such selection within such period, you shall have the right to use your own judgment in the selection of such colors, fixtures and materials and I shall accept your selection. Such written demand shall be by ordinary mail addressed to me at the address set forth at page one of this Agreement.

15. Seller's Right to Make Changes. I understand that you have the right to: (a) make changes or substitutions of materials or construction for items as set forth in the Offering Plan or building plans, provided any such changes are of comparable value and quality and are required and/or approved by the lending institution; (b) determine the grading, elevation and design, including reversal of the building and unit layout, of all buildings, dwellings, and patios to fit into the general pattern of the Condominium; and (c) determine elevation and location of foundations, walkways and streets to conform with topographical conditions.

16. Limited One Year Warranty. At the closing of title you shall deliver the certificates and warranties delivered to you and transferable to me or to the Condominium. Your liability under the manufacturers' warranties covering heating, air conditioning systems, appliances, electric, plumbing and roofing are limited solely to the extent that such warranties are delivered to you, transferable to me or to the Condominium and then only as against such manufacturer. In addition, however, you shall promptly correct any defects in the construction of my Unit or the building containing my Unit or in the installation or operation of any mechanical equipment contained in such Unit or building due to materials or improper workmanship substantially at variance with the plans and

specifications, provided only that you are notified of such defects in writing by certified mail within one year from the date of closing of title to my Unit. The provisions of this paragraph shall survive the Closing of Title and the delivery of the deed.

17. Lack of Labor/Materials; Seller's Right to Cancel. I understand that you may cancel this Agreement by forwarding your check in the full amount paid by me, together with interest, if any, earned thereon and a notice in writing, addressed to me, at my address set forth at page one of this Agreement, in the event of the occurrence of either of the following: (1) that any governmental bureau, department or subdivision imposes restrictions on the manufacture, sale, distribution and/or use of materials necessary in the construction of residential housing and such restriction shall prevent you from obtaining such materials from your regular suppliers or from using them in the construction and/or completion of the Units; or (2) that you are unable to obtain materials from your usual sources due to strikes, lockouts, war, military operations and requirements, national emergencies, or the installation of public utilities is restricted or curtailed.

18. Risk of Loss. The risk of loss or damage to the Unit by fire or any other cause until the delivery of the deed is assumed by you.

19. Existence of Liens - Not Objection to Title. The existence of unpaid taxes or liens of any kind at the time of title closing shall not constitute an objection to title, provided you shall deposit a sufficient amount of money with a title company so that said company shall be willing to insure against collection of same from my property. I agree that you may pay and discharge any liens and encumbrances upon the property, not provided for in this Agreement, out of the monies to be paid by me at the time of Closing Title.

20. Possession Prior to Closing. It is expressly understood and agreed that I may not take possession of my Unit prior to the time of the delivery of the deed and full compliance by me with the terms of this Agreement. I understand that if I violate this provision you shall have the right to remove me from the premises as a squatter and intruder by summary proceedings. Upon my unauthorized possession, I shall be deemed in default of this Agreement. At your option and upon such election, all monies paid by me shall belong to you as liquidated damages. It is further understood and agreed that you shall not be responsible for damage or loss to any property belonging to me whether same is delivered to the property on or after the closing of title.

21. Execution of Required Documents, etc. I agree to deliver to you all documents and to perform all acts required by you to carry out the provisions of the Offering Plan, establish the

Condominium and conform to the provisions of all applicable laws and regulations, including the Transferee Questionnaire required by the New York State Real Property Gains Tax Law. This paragraph shall survive delivery of the deed.

22. Delay in Closing; Option to Cancel. In the event you shall be unable to convey title to my Condominium Unit on or before six (6) months after the date of delivery of title set forth in Paragraph 2 of this Agreement and except for delays due to strikes, acts of God, wars, lockouts, military operations, national emergencies, installation of public utilities, governmental restrictions preventing you from obtaining necessary supplies and/or materials, in which event the period shall be extended to nine (9) months, except for my default, I shall have the option to cancel this Agreement and to have the Down Payment advanced by me returned together with interest, if any, earned thereon. You shall be required in any event to erect my Unit and all utilities or systems necessary to support normal occupancy within two (2) years from the date of this Agreement. You have the option not to close title to my Unit if less than eighty (80%) percent of all of the Condominium Units to be constructed as part of the Condominium are sold within one year after the date of the initial filing of the Offering Plan so long as title to any Unit has not been conveyed and the Declaration has not been recorded at such time. In the event you exercise such option, you shall promptly return my Down Payment, together with interest, if any, earned thereon.

23. Options Ordered. Any extras or changes ordered by me must be signed for by me and must be paid for in full at the time of such order. If for any reason you fail to install such extras in accordance with the work order, your sole responsibility to me is to return the monies paid by me for such extras.

24. Binding Nature of Purchase Agreement, Assignability; Notice. I agree that this Agreement is binding upon us, our respective heirs, executors, administrators and/or assigns. I agree that I will not record, give, sell or assign my rights in this Agreement without your prior written consent. Unless another method is provided for in this Agreement, any notice to be given to each other shall be in writing and sent by certified mail to the address shown on page one of this Agreement or to such address as either of us may later designate to the other in writing.

25. Broker. You and I agree that no broker brought about this sale and I agree to indemnify you against any claim brought for brokerage commissions based upon my acts.

26. Definitions. The term "I" shall be read as "we" if more than one person is a purchaser in which case our obligations shall be considered joint and several.

27. Entire Agreement. This Agreement states the entire understanding between us and we shall not be bound by any oral representations and/or agreements.

28. Jury Waiver. I waive my right to trial by jury in any action, proceeding or counterclaim in any way connected with this Agreement or the Plan.

29. Survival of Seller's Obligations. You shall have no obligations under this Agreement or the Plan after you deliver to me the deed to my Unit unless this Agreement or the Plan specifically gives you an obligation after that time.

30. Captions. The captions in this Agreement are for convenience only and are not part of the meaning of this Agreement.

31. Plain Language. I have read this Agreement, and I understand it. Under New York law (General Obligations Law Section 5-702), I know that as a consumer I have a right to an agreement written in clear and simple language.

ACCEPTED:

SIDAN REALTY CORP.

By: _____
Its Duly Authorized Agent

_____ L.S.
Purchaser

_____ L.S.
Purchaser

_____
Address

_____
Address

Telephone: _____
Home

_____
Business

_____
Social Security Number

_____
Social Security Number

EXHIBIT A

POWER OF ATTORNEY

I (We) , the owner(s) of Condominium Unit No. located at in the Condominium known as The Brook Club Condominium covering the property located in the Borough of Brooklyn, County of and State of New York, do hereby nominate, constitute and appoint the members of the Board of Managers of The Brook Club Condominium and their successors, jointly, my true and lawful attorneys-in-fact coupled with an interest and with the power of substitution, in my name and on my behalf to acquire, in their own name or in the name of their designee by deed on behalf of all owners of Condominium Units in said property, any Condominium Unit whose owner desires to abandon the same, or which shall be the subject of a foreclosure sale or a deed in lieu of a foreclosure sale, at such price and on such terms as my said attorneys-in-fact shall, in their sole discretion, deem proper and thereafter to convey, sell, lease, sublease, mortgage, vote or otherwise deal in such Condominium Unit so acquired, at such terms as my attorneys-in-fact may in their sole discretion determine, granting to my said attorneys-in-fact the power to do all things in the said premises which I could do if I were personally present.

I (We), do hereby further irrevocably nominate, constitute and appoint Sidan Realty Corp. and its successors, my true and lawful attorneys-in-fact coupled with an interest in my name and on my behalf to vote at any Unit Owners meeting for, and to file an amendment to the Declaration of The Brook Club Condominium permitting the certification by a registered architect or professional engineer, certifying that the floor plans filed as part of an Amended Declaration are an accurate copy of portions of the plans of the buildings and fully and fairly depict the layout, location, designation and approximate dimensions of the Units as built or amending such Declaration to created any utility easements or to carry out any of the provisions of the Offering Plan of such Condominium.

This power of attorney shall be irrevocable and shall be limited to the powers enumerated herein.

IN WITNESS WHEREOF, I (We) have hereunto set my (our) hand(s) and seal(s) this day of , 19 .

_____

STATE OF NEW YORK)
ss.:
COUNTY OF)

On this day of , 19 , before me personally came , the person(s) described in and who executed the within Power of Attorney and acknowledged to me that he executed same.

_____
Notary Public

DEED

THIS INDENTURE made the day of , 19 , between Sidan Realty Corp., a New York corporation having a place of business at 1402 East 64th Street, Brooklyn, New York 11234, party of the first part and
,residing at
, part of the second part:

WITNESSETH:

The party of the first part, in consideration of Ten Dollars ($10.00), lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain piece or parcel or real property, with the improvements therein contained, situate and being a part of a condominium in the Borough of Brooklyn, County of Kings, City and State of New York, known and designated as Unit No. and parking space no. together with % percent undivided interest in the common elements of the condominium hereinafter described as the same as defined in the Declaration of Condominium hereinafter referred to.

The real property above described is a Unit shown on the plans of a condominium prepared and certified by DiFiore, Giacobbe & Associates, Registered Architects, and filed in the office of the Register of the City of New York, Kings County on the day of , 19 , as Map No. as defined in the Declaration of Condominium entitled The Brook Club Condominium made by Sidan Realty Corp. under Article 9-B of the New York Real Property Law dated , 19 , and recorded in the Office of the Register of the City of New York, Kings County, on the day of , 19 , in Reel at page covering the property therein described.

The land area of the property is described as follows: All that certain lot, piece or parcel of land situate, lying and being in the Borough of Brooklyn, County of Kings, State of New York, bounded and described as follows:

(Property Description)

SCHEDULE E

TOGETHER with the benefits, rights, privileges, easements and subject to the burdens, covenants, restrictions, by-laws, rules, regulations and easements all as set forth in the Condominium Documents filed and recorded as aforesaid.

AND SUBJECT to the following Declarations and Agreements and Easements recorded in the Office of the Register of the City of New York, Kings County:

[LEFT BLANK INTENTIONALLY]

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for purpose of paying the cost of the improvement before using any part of the total of the same for any other purpose.

The use for which the Unit is intended is that of a one-family residence, subject to the applicable governmental regulations and the restrictions contained in the Declaration.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

Attest: SIDAN REALTY CORP.

_____ By: _____(L.S.)
Party of the First Part

STATE OF)
)SS.:
COUNTY OF)

On the day of , 198 , before me personally came , to me known, who, being by me duly sworn, did depose and say that he resides at , New York; that he is the President of Sidan Realty Corp., the corporation described in and which executed the foregoing instrument; that 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 he signed his name thereto by like order.

_____

Notary Public

DECLARATION

ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP OF PREMISES LOCATED AT THE SOUTHWEST CORNER OF EAST 82ND STREET AND AVENUE L, IN THE BOROUGH OF BROOKLYN, COUNTY OF KINGS, CITY AND STATE OF NEW YORK, PURSUANT TO ARTICLE 9-B OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK.

NAME: THE BROOK CLUB CONDOMINIUM

SPONSOR: Sidan Realty Corp.
1402 East 64th Street
Brooklyn, New York 11234

DATE OF DECLARATION:

CERTILMAN HAFT LEBOW BALIN BUCKLEY & KREMER
Attorneys for the Sponsor
805 Third Avenue
New York, New York 10022

TABLE OF CONTENTS

		Page
ARTICLE FIRST:	Submission of Property.....	1
ARTICLE SECOND:	Description of Property.....	1
ARTICLE THIRD:	Definitions.....	1
ARTICLE FOURTH:	Community.....	2
ARTICLE FIFTH:	Common Elements.....	3
ARTICLE SIXTH:	Easements.....	4
ARTICLE SEVENTH:	Service of Process and Building Code Violations.....	4
ARTICLE EIGHTH:	Common Interest.....	5
ARTICLE NINTH:	Administration.....	5
ARTICLE TENTH:	Amendment and Withdrawal.....	5
ARTICLE ELEVENTH:	Subject to Declaration, By-Laws, etc.....	7
ARTICLE TWELFTH:	Common Charges.....	7
ARTICLE THIRTEENTH:	Units Acquired by the Board.....	8
ARTICLE FOURTEENTH:	Encroachments.....	8
ARTICLE FIFTEENTH:	Unit Ownership.....	9
ARTICLE SIXTEENTH:	Conveyance of a Unit.....	9
ARTICLE SEVENTEENTH:	Covenants and Restrictions.....	9
ARTICLE EIGHTEENTH:	Utilities.....	10
ARTICLE NINETEENTH:	Invalidity.....	11
SCHEDULES.....		12

PLAN OF CONDOMINIUM UNIT OWNERSHIP

DECLARATION OF SIDAN REALTY CORP.
PURSUANT TO ARTICLE 9-B OF THE REAL
PROPERTY LAW OF THE STATE OF NEW YORK

In the Borough of Brooklyn, County of Kings, and City and State of New York, on this day of , 198 , Sidan Realty Corp., a corporation organized and existing under the Laws of the State of New York, with an office situated at 1402 East 64th Street, Brooklyn, New York 11234 hereinafter referred to as the "Sponsor" represented in this Declaration by Sidney Steinberg, its President, who is fully empowered and qualified to execute this Declaration on behalf of the said corporation (hereinafter referred to as the "Owner") does hereby state:

FIRST: Submission of Property. By this Declaration, the Owner submits the property described in this Declaration to the provisions of Article 9-B of the Real Property Law of the State of New York.

SECOND: Description of Property. The Owner owns that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and and being in the Borough of Brooklyn, County of Kings, City and State of New York, being more particularly bounded and described on Schedule A which is annexed hereto and made a part of this Declaration.

THIRD: Definitions.

(a) The Owner of each Unit is hereinafter referred to as the "Unit Owner". Every Unit Owner shall be treated for all purposes as a single owner, irrespective of whether such ownership is joint, in common or tenancy by the entirety. Where such ownership is joint, in common or by tenancy by the entirety, majority vote of such owners shall be necessary to cast the Unit Owner's vote referred to in paragraph EIGHTH of this Declaration.

(b) A "Residential Unit" as hereinafter referred to shall be defined as follows:

Each Residential Unit shall consist of the area enclosed horizontally by the unexposed faces of the dry walls located at an exterior wall of the Buildings and the unexposed faces of the dry walls dividing the Residential Unit from corridors, stairs or other Units and vertically by the upper face of the sub-floor of the Residential Unit to the unexposed face of the dry wall forming the ceiling of the Residential Unit. Doors and windows which open from a Residential Unit and interior walls of a Residential Unit shall be deemed to be part of the Residential Unit. The description of the Residential Units set forth herein pertains to the location of the walls, floors and ceilings of the Units as they are set forth in the building plans filed simultaneously with the recording of this Declaration.

(c) A "Garage Unit" as hereinafter referred to shall be defined as follows:

Each Garage Unit shall consist of the area enclosed horizontally by the unexposed face of the masonry or dry wall forming the Garage Unit partition wall to the midpoint between such wall and the interior side of the masonry or dry wall composing the exterior walls and vertically from the upper face of the concrete slab forming the floor to the underside of the upper beams. The doors and windows which open from the Garage Unit shall be deemed to be part of the Garage Unit. The description of the Garage Units set forth herein pertains to the location of the walls, floors and ceilings of the Units as they are set forth in the building plans filed simultaneously with the recording of this Declaration.

(d) A "Unit" as hereinafter referred to shall be defined as a Residential Unit or Garage Unit.

(e) A "Building" as hereinafter referred to shall be defined as a number of Units all of which are constructed under a continuous roof.

(f) "Party Wall" as hereinafer referred to shall be defined as a wall which is common to and separates two Units.

(g) "Condominium" as hereinafter referred to shall mean The Brook Club Condominium which is composed of the Unit Owners.

FOURTH: Community. The Owner is constructing on the parcel of land described above a Condominium Unit Community known as The Brook Club Condominium according to the floor plans filed simultaneously with the recording of this Declaration in the office of the Register of the City of New York, Kings County, which plans set forth a description of the Buildings stating the number of stories, the number of Units and the principal materials of which they are or will be constructed.

The Community will consist of 276 Units, including 184 Residential Units and 92 Garage Units located in 7 fully detached three story building clusters, all as set forth on the floor plans filed as a part of this Declaration. Each of the Units has access to a street upon which the Community abuts through a public hallway on the first floor of the Building by means of a walk or grass area which forms a part of the common elements of the Community. For the purposes of describing the location of the Buildings, approximate area, type and number of rooms of each Unit and the common elements to which each Unit has immediate access, the Units are described on the filed floor plans and on Schedule B as Residential Unit Nos. 1 through 184 and Garage Unit Nos. G1 through G92. Each Unit will be sold to one or more Owners, each Owner obtaining fee ownership in, and exclusive right of occupancy and possession of the Unit, together

with an undivided interest in the common elements of the Community, as listed hereinafter in this Declaration, and referred to as the "common elements", all of the above in accordance with Article 9-B of the Real Property Law of the State of New York.

The aforesaid Community has a total plot area of approximately 3.165 acres, approximately 53,427 square feet of which comprise building area and the balance of which comprise walks, driveways, courtyards and grass areas.

FIFTH: Common Elements. The common elements of the Community will consist of all of the Community, except the Units, including without limitation, outside walls and roofs of Units, the land, Buildings and improvements (other than the Units) comprising the Community, including the land under the Units and under the improvements, all utility or other pipes and material located outside of the Units, the exterior pool, the recreation building, grass areas, sidewalks, courtyards, driveways and parking areas.

LIMITED COMMON ELEMENTS

Certain portions of the common elements are limited in use to specified Unit Owners, subject to the right of the Board of Managers to enter upon any such limited area for maintenance, repair or improvement of a Unit or common element and subject to the rules of the Board of Managers (see By-Laws, Article III, Section 6). Any portion of the common elements which is not limited in use may be used by any Unit Owner subject to rules and regulations promulgated by the Board of Managers. The common elements are not subject to partition nor are they severable from the Units except in accordance with the Real Property Law. Following are detailed descriptions of the limited common elements:

1. Each balcony, terrace or patio shall be limited in use to the Unit Owner who has direct access to such balcony, terrace or patio.

2. Each parking space shall be restricted in use to the owner of the Unit listed on Schedule B.

The common elements shall remain undivided and no Unit Owner shall bring any action for partition or division unless otherwise provided by Law. Each Unit Owner shall have the right to use the common elements, other than such portions, if any, which are by the terms of this Declaration or the annexed By-Laws irrevocably restricted in use to other Unit Owners, in accordance with the purpose for which such common elements are intended, without hindering the exercise of or encroaching upon the rights of the other Unit Owners. No fencing may be erected by a Unit Owner without the prior written consent of the Board of Managers.

The percentages of undivided interest in the common elements and the rights and obligations of Unit Owners respecting limited portions of the common elements established herein shall not be changed except with the consent of all of the affected Unit Owners expressed in a duly recorded amendment to this Declaration.

The undivided interest in the common elements shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

SIXTH: Easements. All pipes, wires, conduits and public utility lines located within each Unit shall be owned by such Unit Owner. Any portion of such pipes, wires, conduits and public utility lines located in the common elements will be owned in common by the Unit Owners. Every Unit Owner shall have an easement in common with the owners of other Units to maintain and use all pipes, wires, conduits and public utility lines located in other Units and servicing such Owner's Unit. Each Unit shall be subject to an easement in favor of the Owners of other Units to maintain and use the pipes, wires, conduits and public utility lines servicing such other Units and located in such Unit. The Board of Managers shall have a right of access to each Unit for maintenance, repair or improvements to any pipes, wires, conduits and public utility lines located in any Unit and servicing any other Unit. The cost of such repairs shall be a common expense.

The Board of Managers shall have a right of access to all common elements for maintenance, repair or improvement whether such common elements are limited or not. The Board of Managers shall retain a master key to all Garage Units to provide for access to any utility or other services contained therein.

The Sponsor, on behalf of itself and its successors and assigns who may take title to portions of the Condominium for purposes of development and sale, reserves the right to continue to use the common elements and any facilities, sales offices, model homes, signs and parking spaces located on the common elements, in its efforts to market Units in the Condominium. This paragraph shall not be amended without the written consent of the Sponsor.

SEVENTH: Service of Process and Building Code Violations. Service of process on the Unit Owners in any action with relation to the common elements or more than one Unit and with regard to any violation of local building codes, zoning ordinances and other related building and zoning laws by the common elements or one or more of the Units shall be made upon the Board of Managers of The Brook Club Condominium at 1236 East 80th Street, Brooklyn, New York 11234. The Board of Managers shall have the principal responsibility

for curing any violations of such building or zoning laws and service upon the Board of Managers shall be deemed service upon the Owner or Owners of the Condominium Unit or Units in which any such violations exist. The provisions of this Article shall not be amended without the consent of the Department of Buildings or any City agency successor thereto.

EIGHTH: Common Interest. Each Unit Owner shall have a percentage interest in the common elements as is set forth on Schedule B attached hereto and shall bear such percentage of the common expenses of the Condominium. All expenses of the Condominium shall be common expenses. Each Residential Unit Owner shall have one vote for all voting purposes at any meeting of the Unit Owners unless otherwise mandated by law or expressly provided for herein or in the By-Laws. The percentage of interest of each Unit in the common elements has been based primarily upon the Sponsor's analysis of the floor space and sales price of each Unit, subject to the location of such space as well as the availability of portions of the common elements for exclusive or shared use.

NINTH: Administration. The administration of the Condominium, the Community and parcel of land described herein shall be in accordance with the provisions of this Declaration and with the provisions of the By-Laws which are made a part of this Declaration and are attached hereto as Schedule C.

TENTH: Amendment and Withdrawal. The property shall not be withdrawn from Condominium ownership unless at least eighty (80%) percent of the Unit Owners in number and in common interest and the first mortgagees, if any, of each of those same Units agree to such removal by duly recorded instruments. Such withdrawal of the property from Condominium ownership shall not take effect until it is duly recorded in the office of the Register of the City of New York, Kings County.

The provisions of this Declaration may be modified or amended by an instrument executed by the Board of Managers upon an affirmative vote of eighty (80%) percent of the Unit Owners in number and in common interest held at a duly called meeting of the Unit Owners, provided however, that:

(i) No amendment shall alter the percentage interest in the common elements appurtenant to any Unit or alter any rights or obligations respecting portions of the common elements irrevocably restricted in use to the Owners of any Units without the consent of one hundred (100%) percent the affected Unit Owners and the first Mortgagees, if any, of the same Units, which consents shall be expressed on the instrument of amendment.

(ii) No amendment shall add any parcel of land to or divest any parcel of land from the Condominium properties unless eighty (80%) percent of the Unit Owners in number and common interest and the first mortgagee, if any, of each of these same Units agree to such change on the instrument of amendment.

(iii) No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees.

(iv) The Sponsor will have the right to amend the Declaration to reallocate unsold parking spaces among unsold Units without the consent of the Unit Owners.

In addition to the requirements set forth above for amending the Declaration, changes to any of the following must be approved by at least sixty-seven (67%) percent of the Residential Unit Owners and the first mortgage holders representing at least fifty-one (51%) percent of the Residential Units subject to mortgages:

a. voting rights;

b. assessments, assessment liens, or subordination of assessment liens;

c. reserves for maintenance, repair and replacement of the common elements;

d. responsibility for maintenance and repairs;

e. reallocation of percentage interests in the common elements, or rights to their use;

f. boundaries of any Unit;

g. convertibility of Units into common elements or vice versa;

h. insurance or fidelity bonds;

i. leasing of Units;

j. imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;

k. a decision by the Board of Managers to establish self management when professional management had been required previously by a first mortgage holder;

l. restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the By-Laws; or

m. any provisions that expressly benefit mortgage holders, insurers or guarantors.

There shall be a presumption for a period of sixty (60) days subsequent to the recording of the amendment that the vote of the Unit Owners was made at a duly called meeting and that the requisite voting percentage was obtained. After the sixty (60) day period such presumption will be deemed conclusive. Any amendment to this Declaration shall not take effect until it is recorded in the office of the Register of the City of New York, Kings County.

ELEVENTH: Subject to Declaration, By-Laws, etc. All present or future Unit Owners, tenants, future tenants, or any other person that might use the facilities of the Community in any manner, are subject to the provisions of this Declaration, the By-Laws and Rules and Regulations of the Condominium and the mere acquisition or rental of any of the Units of the Community or the mere act of occupancy of any of said Units shall signify that the provisions of the Declaration, By-Laws and Rules and Regulations of the Condominium are accepted and ratified and all 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 thereof.

TWELFTH: Common Charges. All sums assessed as common charges by the Board of Managers of the Condominium but unpaid, together with interest at the maximum legal rate thereon, chargeable to any Unit Owner shall constitute a lien on his Unit prior to all other liens except: (a) tax or assessment liens on the Unit by the taxing subdivision of any governmental authority, including but not limited to State, County, City and School District taxing agencies; and (b) all sums unpaid on any first mortgage of record encumbering any Unit. Such lien may be foreclosed when past due in accordance with the laws of the State of New York, by the Condominium, in like manner as a mortgage on real property, and the Condominium shall also have the right to recover all costs incurred including reasonable attorneys' fees (but such right shall not be a lien against the Unit). In the event the proceeds of the foreclosure sale are not sufficient to pay such unpaid common charges, the unpaid balance shall be charged to all Unit Owners as a common expense. However, where the holder of an institutional mortgage of record, or other purchaser of a Unit at a foreclosure sale of an institutional mortgage, obtains title to the Unit as a result or foreclosure, or the institutional mortgage holder obtains title by conveyance in lieu of foreclosure, such acquirer of title, his successors or assigns, shall not be liable and the Unit shall not

be subject to a lien for the payment of common charges chargeable to such Unit which were assessed and became due prior to the acquisition of title to such Unit by such acquirer. In such event, the unpaid balance of common charges shall be charged to all other Unit Owners as a common expense. The term "institutional mortgage" herein used shall mean a first mortgage granted by a federal or state savings and loan association, savings or commercial bank, life insurance company, pension fund, trust company, agency of the United States Government or of the City or State of New York, or other similar institutional lender or a purchase money mortgage granted by the seller of a Unit.

Every Unit Owner shall pay the common charges assessed against him when due and no Unit Owner may exempt himself from liability for the payment of the common charges assessed against him by waiver of the use or enjoyment of any of the common elements or by the abandonment of his Unit. However, no Unit Owner shall be liable for the payment of any common charges accruing subsequent to a sale, transfer or other conveyance by him of such Unit made in accordance with Section 339-x of the Real Property Law or in accordance with the provisions of this Declaration and the By-Laws.

THIRTEENTH: Units Acquired by the Board. In the event any Unit Owner shall convey his Unit to the Board of Managers in accordance with Section 339-x of the Real Property Law or in the event the Board of Managers shall purchase any Unit at a foreclosure sale in accordance with Article IX, Section 3 of the By-Laws, title to such Unit or the rights to the lease of such Unit shall be held by the Board of Managers or its designee on behalf of all of the other Unit Owners.

In order to carry out the provisions of this paragraph, each Unit Owner shall, upon becoming such, grant an irrevocable power of attorney, coupled with an interest, to the Board of Managers and their successors to acquire title or lease any such Unit under whatever terms the Board may in its sole discretion deem proper and to sell, lease, sublease, mortgage, vote or otherwise deal with such Unit under such terms as the Board in its sole discretion shall deem proper.

FOURTEENTH: Encroachments. The Unit Owners agree that if any portion of a Unit or the common elements (whether restricted in use to an individual Unit Owner or not) encroaches upon another or shall hereinafter encroach upon another as a result of original construction or settling of the Buildings, a valid easement for the encroachment and the maintenance of the same, so long as it stands, shall and does exist. In the event the Buildings are partially or totally destroyed as a result of fire or other casualty or a result of condemnation or eminent domain proceedings and are rebuilt, the Unit Owners agree that encroachments of any portion of the Unit or the common elements as

aforedescribed due to construction, shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist so long as the Building or reconstructed Buildings shall stand.

FIFTEENTH: Unit Ownership. Upon the closing of title to a Unit, a purchaser shall automatically become a Unit Owner in the Condominium and shall remain a Unit Owner until such time as he ceases to own the Unit for any reason.

SIXTEENTH: Conveyance of a Unit. In any conveyance of a Unit, either by voluntary instrument, operation of law or judicial proceeding in accordance with this Declaration or the By-Laws, the grantee of the Unit shall be jointly and severally liable with the grantor for any unpaid common charges against the latter assessed and due up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Any such grantee shall be entitled to a statement from the Board of Managers setting forth the amount of the unpaid common charge against the grantor and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for any unpaid common charge against the grantor in excess of the amount set forth in such statement. Grantee as used herein shall not include either the holder of an institutional mortgage of record or other purchaser of a Unit at a foreclosure sale of an institutional mortgage.

SEVENTEENTH: Covenants and Restrictions. The use of the Unit by the Unit Owner or other occupant shall be subject to the rules, regulations, and provisions of this Declaration, the By-Laws and Rules and Regulations of the Board of Managers and the following covenants and restrictions:

(a) The Unit and area restricted to the Unit Owner's use shall be maintained in good repair and overall appearance.

(b) No alterations to the exterior of the Unit or any part of the common elements may be made without the written consent of the Board of Managers. No alterations to the inside of a Unit which would impair the structural soundness of a Building may be made without the written consent of the Board of Managers. Consent may be requested by mailing a letter, certified mail, return receipt requested to the managing agent, if any, or to the President of the Board of Managers, if no managing agent is employed. The Board of Managers shall have the obligation to answer within thirty (30) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

(c) Any Unit Owner who mortgages or sells his Unit shall notify the Board of Managers providing the name and address of his mortgagee or purchaser.

(d) The Board of Managers shall, at the request of the mortgagee of the Unit, report any unpaid common charges due from the Unit Owner of such Unit.

(e) No nuisances shall be allowed upon the property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.

(f) No immoral, improper, offensive or unlawful use shall be made of the property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

(g) Regulations promulgated by the Board of Managers concerning the use of the property shall be observed by the Unit Owners provided, however, that copies of such regulations are furnished to each Unit Owner prior to the time the said regulations become effective.

(h) The common charges shall be paid when due.

(i) The use for which the Residential Units is intended is residential occupancy, provided that, subject to all applicable governmental laws and regulations, any Residential Unit may be used as a professional office if the owner thereof resides therein. A studio or one-bedroom Unit may not be occupied by more than two (2) persons. Notwithstanding the foregoing, the Sponsor may, without permission of the Board of Managers, retain ownership of one or more Residential Units for use as models or sales and/or promotional offices in connection with the sale or rental of Units. Garage Units and parking spaces may be used only for the purpose of parking automobiles and other vehicles and for such other related purposes as the Board of Managers shall from time to time in writing permit. Garage Units may in no event be converted into additional residential living space.

(j) In the event the City of New York shall condemn any portion of the common elements for street purposes, each Unit Owner, his successors and assigns consents to such condemnation or dedication. In the event of condemnation, each Unit Owner agrees to accept $1.00 as compensation therefor.

EIGHTEENTH: Utilities. The cost of electricity and gas consumed in or on the common elements and water consumed in or on the Units and the common elements shall be paid for by the Board of Managers as items of common expense. Each Residential Unit shall be individually metered for electricity and gas and the expense of electricity and gas consumed within the Residential Unit shall be paid for by the owner of said Unit.

NINETEENTH: Invalidity. Invalidation of any of the covenants, limitations or provisions of the Declaration by judgment or court order shall in no way effect any of the remaining part or parts hereof, and the same shall continue in full force and effect.

SIDAN REALTY CORP. (Sponsor)

By: _____, President

Attest:

_____, Secretary

STATE OF NEW YORK)
) .ss:
COUNTY OF)

On the day of , 198 , before me personally came SIDNEY STEINBERG, to me known, who, being by me duly sworn, did depose and say that he resides in Brooklyn, New York; that he is President of Sidan Realty Corp., the corporation described in and which executed the foregoing instrument; that 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 he signed his name thereto by like order.

_____
Notary Public

BY-LAWS

OF

THE BROOK CLUB

CONDOMINIUM

CERTILMAN HAFT LEBOW BALIN BUCKLEY & KREMER
Attorneys for the Sponsor
805 Third Avenue
New York, New York 10022

SCHEDULE G

TABLE OF CONTENTS

		Page
ARTICLE I.	PLAN OF CONDOMINIUM UNIT OWNERSHIP	1
Section 1.	Condominium Unit Ownership	1
Section 2.	By-Laws Applicability	1
Section 3.	Personal Application	1
ARTICLE II.	CONDOMINIUM, VOTING, QUORUM AND WAIVERS	1
Section 1.	Condominium	1
Section 2.	Voting	2
Section 3.	Quorum	2
Section 4.	Vote Required to Transact Business	2
Section 5.	Right to Vote	2
Section 6.	Proxies	2
Section 7.	Waiver and Consent	2
Section 8.	Place of Meetings	3
Section 9.	Annual Meetings	3
Section 10.	Special Meetings	3
Section 11.	Notice of Meetings	3
Section 12.	Order of Business	3
ARTICLE III.	BOARD OF MANAGERS	4
Section 1.	Number and Term	4
Section 2.	Vacancy and Replacement	4
Section 3.	Removal	4
Section 4.	First Board of Managers	5
Section 5.	Powers	5
Section 6.	Repairs and Maintenance	8
Section 7.	Compensation	9
Section 8.	Meetings	10
Section 9.	Annual Statement	10
Section 10.	Fidelity Bonds	11
Section 11.	Managing Agent	11
Section 12.	Liability of the Board of Managers and Unit Owners	11

TABLE OF CONTENTS
(continued)

		Page
ARTICLE IV.	OFFICERS	11
Section 1.	Elective Officers	11
Section 2.	Election	12
Section 3.	Appointive Officers	12
Section 4.	Term	12
Section 5.	The President	12
Section 6.	The Vice President	12
Section 7.	The Secretary	12
Section 8.	The Treasurer	12
Section 9.	Agreements, etc	13
ARTICLE V.	NOTICES	13
Section 1.	Definition	13
Section 2.	Service of Notice - Waiver	13
ARTICLE VI.	FINANCES	13
Section 1.	Checks	13
Section 2.	Assessments	13
Section 3.	Foreclosure of Liens for Unpaid Common Charges	14
Section 4.	Statement of Common Charges	15
Section 5.	Liability for Water, Electricity and Gas	15
Section 6.	Operating Account	15
Section 7.	Other Accounts	15
ARTICLE VII.	INSURANCE AND INSURANCE TRUSTEE	15
Section 1.	Insurance to be Carried by The Board	15
Section 2.	The Insurance Trustee	17
Section 3.	Restoration or Reconstruction after Fire or Other Casualty	17
ARTICLE VIII.	HOUSE RULES	18
ARTICLE IX.	DEFAULT	20
ARTICLE X.	AMENDMENTS	21

TABLE OF CONTENTS
(continued)

		Page
ARTICLE XI.	SELLING, MORTGAGING AND LEASING UNITS	22
Section 1.	Selling and Leasing Units	22
Section 2.	Waiver of Partition Rights	24
Section 3.	Mortgaging of Units	24
Section 4.	Gifts, etc	24
ARTICLE XII.	CONDEMNATION	24
ARTICLE XIII.	MISCELLANEOUS	24
Section 1.	Insurance	24
Section 2.	Severability	25
Section 3.	Notice to Condominium	25
Section 4.	Notice of Unpaid Assessments	25
Section 5.	Examination of Books and Records	25
Section 6.	Construction	25
Section 7.	Compliance with Article 9-B	25

BY-LAWS

OF

CONDOMINIUM

ARTICLE I. PLAN OF CONDOMINIUM OWNERSHIP

Section 1. Condominium Unit Ownership. The property located in the Borough of Brooklyn, County of Kings, City and State of New York, as specifically set forth in the Declaration of Condominium (the "Declaration") executed by Sidan Realty Corp. (the "Sponsor"), and more commonly known as The Brook Club Condominium, has been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York.

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the Condominium. The term "Condominium" as used herein shall include the land and all buildings and improvements thereon including the Condominium Units (hereinafter referred to as "Units"), and the common elements and the use and occupancy thereof. The term "Building" as hereinafter used shall be defined as the exterior walls and roof of a Unit or number of Units all of which are constructed under a continuous roof or the entire interior and exterior of any Building or structure which shall form a portion of the Condominium but which does not contain any of the Units.

Section 3. Personal Application. All present or future Unit Owners, mortgagees and lessees, or their employees, guests or any other person that might use the facilities of the Community in any manner are subject to these By-Laws, the Declaration and any Rules and Regulations established by the Board of Managers. The mere acquisition or rental of any of the Units or the mere act of occupancy of any of said Units will signify that these By-Laws, the Declaration and the Rules and Regulations are accepted, ratified, and will be complied with.

ARTICLE II. CONDOMINIUM, VOTING, QUORUM, PROXIES AND WAIVERS

Section 1. Condominium. The Condominium shall be limited to Unit Owners. "Unit Owner" as referred to herein shall mean all of the owners of each Unit. The Condominium contains a total of 276 Units, including 184 Residential Units and 92 Garage Units. Only the Owner of a Residential Unit may hold title to a Garage Unit.

Section 2. Voting. Each Residential Unit Owner (including the Sponsor and the Board of Managers, if the Sponsor or the Board of Managers shall then own or hold title to one or more Residential Units) shall be entitled to cast one vote at all Unit Owners' meetings for each Residential Unit owned by such Unit Owners, but the Board of Managers shall not cast any of its votes for the election of any member to the Board.

Section 3. Quorum. So many Unit Owners as shall represent at least fifty-one (51%) percent of the common interest in the aggregate of all Residential Unit Owners present in person or represented by written proxy shall constitute a quorum at all meetings of the Unit Owners for the transaction of business, except as otherwise provided by Statute, by the Declaration, or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Unit Owners, the Unit Owners entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 4. Vote Required to Transact Business. When a quorum is present at any meeting, the vote of a majority in common interest in the aggregate of the Residential Unit Owners present in person or represented by written proxy shall decide any question brought before such meeting and such vote shall be binding upon all Unit Owners, unless the question is one upon which, by express provisions of the Declaration, Statute, or of these By-Laws, a different vote is required, in which case such express provisions shall govern and control the decision of such question.

Section 5. Right to Vote. At any meeting of Unit Owners, every Unit Owner having the right to vote shall be entitled to vote in person, or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof.

Section 6. Proxies. All proxies shall be in writing and shall be filed with the Secretary prior to the meeting at which the same are to be used. A notation of such proxies shall be made in the minutes of the meeting.

Section 7. Waiver and Consent. Whenever the vote of Unit Owners at a meeting is required or permitted by any provision of any Statute, the Declaration, or of these By-Laws to be taken in connection with any action of the Condominium, the meeting and vote of Unit Owners may be dispensed with if all Unit Owners who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

Section 8. Place of Meetings. Meetings shall be held at such suitable place convenient to the Unit Owners as may be designated by the Board of Managers.

Section 9. Annual Meetings. Within thirty (30) days after title to the last Residential Unit is conveyed by Sponsor, but in no event later than the earlier of (i) two (2) years after the closing of title to the first Unit or (ii) one (1) year after closing of title to fifty-one (51%) percent of the Residential Units, the Sponsor shall call the first annual Unit Owners meeting. At such meeting, a new Board of Managers shall be elected by the Unit Owners and the former members of the Board shall thereupon resign. Thereafter, annual meetings shall be held on the anniversary of such date in each succeeding year. At such meetings, there shall be elected by ballot of the Unit Owners a Board of Managers in accordance with the requirements of Article III of these By-Laws. The Unit Owners may also transact such other business of the Condominium as may properly come before them.

Section 10. Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners as directed by the Board of Managers or upon a petition signed by a majority in common interest of the Unit Owners having been presented to the Secretary.

Section 11. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Residential Unit Owner of record, at least ten (10) but not more than twenty (20) days prior to such meeting. The mailing of a notice in the manner provided in these By-Laws shall be considered notice served.

Section 12. Order of Business. The order of business at all meetings shall be as follows:

(a) Roll call
(b) Proof of notice of meeting or waiver of notice
(c) Reading of minutes of preceding meeting
(d) Report of officers
(e) Report of committees
(f) Election of inspectors of election (in the event there is an election)
(g) Election of Managers (in the event there is an election)
(h) Unfinished business
(i) New business

ARTICLE III. BOARD OF MANAGERS

Section 1. Number and Term. The number of Managers which shall constitute the whole Board shall not be less than three (3) and not more than nine (9). At the first annual meeting of Unit Owners a nine (9) member Board shall be elected. Until succeeded by the Managers elected at the first annual meeting of Unit Owners, Managers need not be Unit Owners; thereafter all Managers shall be Owners of Residential Units. Within the limits above specified, the number of Managers shall be determined by the Unit Owners at the annual meeting. The Managers shall be elected at the annual meeting of Unit Owners. At the first annual meeting of Unit Owners the term of office of one-third (1/3) of the Managers shall be fixed for three (3) years, the term of office of one-third (1/3) of the Managers shall be fixed at two (2) years and the term of office of one-third (1/3) of the Managers shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Manager, his successor shall be elected to serve a term of three (3) years. The Managers shall hold office until their successors have been elected and hold their first meeting. But in any event, at least one-third (1/3) of the terms of the members of the Board of Managers shall expire annually.

Notwithstanding the foregoing, to insure that the Sponsor has at least some minimum representation on the Board of Managers during its construction and marketing program, the Sponsor shall at all times have the right, in the event such minimum representation is not obtained pursuant to the election criteria set forth above, to designate at least four-ninths (4/9) of the members of the Board of Managers as long as it owns more than thirty-five (35%) percent of the Residential Units in number, at least one-third (1/3) of the members of the Board so long as it owns less than thirty-five (35%) percent but more than ten (10%) percent of the Residential Units in number and at least one member of the Board so long as it owns one or more Residential Units. Members of the Board of Managers designated by the Sponsor need not be Unit Owners.

Section 2. Vacancy and Replacement. If the office of any Manager or Managers becomes vacant by reasons of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Managers, though less than a quorum, at a special meeting of Managers duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred. If the vacancy occurs with respect to any member of the Board of Managers who has been designated by the Sponsor, the Sponsor shall have the sole right to choose such Manager's successor to fill the unexpired portion of his term.

Section 3. Removal. Managers may be removed for cause by an affirmative vote of a majority in common interest of the

Unit Owners. No Manager, other than a member of the First Board of Managers or a Manager elected or designated by the Sponsor, shall continue to serve on the Board if, during his term of office, he shall cease to be a Unit Owner.

Section 4. First Board of Managers. The First Board of Managers shall consist of three (3) Managers designated by the Sponsor, who shall hold office and exercise all powers of the Board of Managers until the first annual meeting of Unit Owners. A Unit Owner, who is independent of the Sponsor, shall be elected by a majority in common interest of the Unit Owners other than Sponsor to the First Board at a Board meeting held within sixty (60) days of the closing of title to the first Unit. Any or all of said Managers shall be subject to replacement in the event of resignation or death in the manner set forth in Section 2 of this Article.

Section 5. Powers.

(a) The property and business of the Condominium shall be managed by its Board of Managers, which may exercise all such powers of the Condominium and do all such lawful acts and things as are not by Statute or by the Declaration or by these By-Laws, directed or required to be exercised or done by the Unit Owners personally. These powers shall specifically include, but not be limited to, the following items:

1. To determine and levy monthly assessments ("common charges") to cover the cost of common expenses, payable in advance. The Board of Managers may increase the monthly assessments or vote a special assessment in excess of that amount, if required, to meet any additional necessary expenses, but said increases can only be assessed among the Unit Owners pro rata according to their respective common interests;

2. To collect, use and expend the assessments collected to maintain, care for and preserve the Units, Buildings, and other common interests;

3. To make repairs, restore or alter any Units or the common elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;

4. To enter into and upon the Units when necessary and at as little inconvenience to the Unit Owner as possible in connection with the maintenance, care and preservation of the property;

5. To open bank accounts on behalf of the Condominum, to designate the signatories to such bank accounts;

6. To insure and keep insured the common elements and Units in accordance with Article VII of these By-Laws;

7. To make reasonable rules and regulations and to amend the same from time to time, and such rules and regulations and amendments shall be binding upon the Unit Owners when the Board has approved them in writing. A copy of such rules and all amendments shall be delivered to each Unit;

8. To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from the Unit Owners of the property for violations of the house rules and regulations herein referred to;

9. To employ and terminate the employment of employees and independent contractors and to purchase supplies and equipment, to enter into contracts, and generally to have the power of manager in connection with the matters hereinabove set forth;

10. To bring and defend actions by or against more than one Unit Owner and pertinent to the operation of the Condominium. The Board may, in its discretion, fund the cost of any such litigation out of the common charge assessments. The Board shall also have the right to engage in any litigation it deems necessary to carry out the provisions of the Declaration of Condominium and these By-Laws and may fund the cost of any such litigation out of the common charge assessments. Without limiting the foregoing, the Board may engage in litigation pertaining to the maintenance and operation of the common elements;

11. To purchase any Unit at a foreclosure sale on behalf of all the Unit Owners;

12. To acquire Units in foreclosure or as a result of abandonment and to take any and all steps necessary to repair or renovate any Unit so acquired and to vote as Unit Owner, offer such Unit for sale or lease or take any other steps regarding such Unit as shall be deemed proper by the Board of Managers;

13. To grant utility or other easements as may, at any time, be required for the benefit of the Condominium and Unit Owners without the necessity of the consent thereto, or joinder therein, by the Unit Owners or any mortgagee;

14. To borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the common elements, provided, however, that (i) the consent of at least sixty-six and two-thirds (66-2/3%) percent in common interest of all Unit Owners, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, shall be required for the borrowing of any sum in excess of $5,000 and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the common elements without the written consent of the Owners of said Unit;

15. To act as an agent of each Unit Owner who has given his written authorization to complain or apply to the local and county real estate tax assessment agency board of review by filing a single complaint on behalf of all such Unit Owners pursuant to the applicable sections of the Real Property Tax Law. The Board of Managers may retain legal counsel on behalf of all Unit Owners for which it is acting as agent and charge all such Unit Owners a pro rata share of expenses, disbursements, and legal fees for which charges the Board of Managers shall have a lien pursuant to Article VI of these By-Laws; and

16. To make additions, alterations, or improvements to the common elements of the Community, the cost of which addition, alteration, or improvement does not exceed $5,000. The Board of Managers may make additions, alterations or improvements to the common elements costing in excess of $5,000 only with the approval of a majority of the Unit Owners. While the Sponsor is in control of the Board of Managers, the Board may make additions, alterations, or improvements to the common elements costing in excess of $5,000 or enter into service or maintenance contracts the duration of which will extend more than one year after the Sponsor loses control of the Board of Managers, only with the approval of a majority of the Unit Owners, excluding the Sponsor, voting at a duly held meeting of the Unit Owners. In addition, the Sponsor must give its written approval pursuant to the requirements contained in Article III, Section 5(c) of these By-Laws. Nothing contained herein shall limit the right of the Board of Managers to make necessary repairs and replacements of the common elements.

(b) The Board of Managers may, by resolution or resolutions, passed by a majority of the whole Board, designate one or

more committees, each of such committees to consist of at least three (3) Managers or Unit Owners, one of whom shall be a Manager, which, to the extent provided in said resolution or resolutions, shall have and may exercise the powers of the Board of Managers in the management of the business and affairs of the Condominium and may have power to sign all papers which may be required, provided the said resolutions shall specifically so provide. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Managers. Committees established by resolution of the Board of Managers shall keep regular minutes of their proceedings and shall report the same to the Board as required.

(c) Notwithstanding anything to the contrary contained in these By-Laws, so long as the Sponsor or its designee shall continue to own Units representing twenty-five (25%) percent or more in common interest, but in no event later than three (3) years from the date of the recording of the Declaration of the Condominium, the Board of Managers may not, without the Sponsor's prior written consent: (i) make an addition, alteration or improvement to the common elements or to any Unit, costing cumulatively more than twenty (20%) percent of the Condominium's prior year operating budget, the foregoing not to include necessary repairs and maintenance work, or (ii) assess any common charges for the creation of, addition to, or replacement of all or part of a reserve, contingency or surplus fund, or (iii) hire any employee in addition to the employees referred to in the Plan of Condominium ownership, or (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date the said Plan is declared effective, or (v) borrow money on behalf of the Condominium. The provisions of this paragraph may not be amended without the written consent of Sponsor.

Section 6. Repairs and Maintenance. All maintenance, repairs and replacement of the common elements of the property including but not limited to exterior walls, roof and roof members as well as all maintenance, repairs and replacements to any pipes, wire, conduits and public utility lines, any portion of which is located in one Unit and services another Unit or more than one Unit or so much of any pipes, wires, conduits and public utility lines as are located in the common elements but serve one or more Units shall be made by the Board of Managers and the cost thereof shall be a common expense. Notwithstanding the foregoing, each Unit Owner shall be responsible for sweeping and maintaining the hallway area outside of his Unit in a clear and orderly fashion. Except as is otherwise specifically provided, all maintenance to the Units, including electrical repairs, plumbing stoppages, window cleaning, painting and decorating in the Units and painting of the exterior surfaces of doors and windows which open from a Unit, and repairs and replacements to the Units including windows and doors (including all glass breakage), and repairs to pipes, wires and conduits located in and servicing the same Unit, other than as set forth above, shall be made by the respective Unit Owners at their own expense.

All limited common elements shall be maintained and repaired by the Unit Owner to whom such common element is restricted in use. However, the Board of Managers shall repair and replace any pipes, wires, conduits and public utility lines located underground or overhead of any limited common element, except where such repair or replacement is necessitated by the negligence, misuse or neglect of the Unit Owner to whom the common element is restricted in use, in which event such cost and expense shall be assessed to and paid for by such Unit Owner. The Board of Managers shall repair all plumbing stoppages and electrical problems occurring in the common elements. The Board of Managers shall also be responsible for landscaping work in all yard and grass areas. The Board of Managers shall be responsible for painting the front entrance doors, the garage doors, and the trim of the Buildings and for maintaining and repairing the fencing if any, installed by the Sponsor around the perimeter of the property and around portions of various parking areas. No fencing may be erected without the written consent of the Board of Managers or its authorized agent.

The Board of Managers and its agents, employees and contractors shall have a right of access to any Unit and to all portions of the common elements for the purpose of carrying out any of its obligations under these By-Laws or the Declaration of the Condominium. All repairs, painting or maintenance, whether made by the Unit Owner or by the Board of Managers to the doors, windows, or the exterior surface of any Building, including roofs, or to any generally visible portion of the common elements shall be carried out in such a manner so as to conform to the materials, style and color initially provided by the Sponsor. In the event that a Unit Owner fails to perform any maintenance, painting or repair, which maintenance, painting or repair is necessary to protect any of the common elements, any other Unit, or, in the event of service of a Building Department violation notice covering the Unit upon the Board of Managers, the Board of Managers shall have the right to perform such maintenance, painting or repair (after the failure of the Unit Owner to do so after ten (10) days written notice, or written or oral notice of a shorter duration in the event of an emergency situation) and to charge the Unit Owner for the cost of all such repairs, painting and/or maintenance. In the event that the Board of Managers charges a Unit Owner for repairs, painting or maintenance to his Unit or for repairs, painting or maintenance to any common element restricted in use to such Unit Owner, and the Unit Owner fails to make prompt payment, such charges shall be considered as additional common charges due from said Unit Owners, and the Board of Managers shall be entitled to bring suit thereon. In the event the Board brings such a suit, the Unit Owner shall be liable for the reasonable Attorneys fees and cost of such suit or proceeding together with interest on all sums due.

Section 7. Compensation. Managers and officers, as such, shall receive no compensation for their services.

Section 8. Meetings.

(a) The first meeting of each Board newly elected by the Unit Owners shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Managers shall be held at the same place as the Unit Owners meetings, and immediately after the adjournment of same, at which time the date, places and times of regularly scheduled meetings of the Board shall be set.

(b) Regularly scheduled meetings of the Board may be held without special notice.

(c) Special meetings of the Board may be called by the President on two (2) days notice to each Manager either personally or by telephone, mail or telegram. Special meetings shall be called by the President or Secretary in a like manner and on like notice on on the written request of at least three (3) Managers.

(d) At all meetings of the Board, a majority of the Managers shall be necessary and sufficient to constitute a quorum for the transaction of business, and an act of the majority of the Managers present at any meeting at which there is a quorum shall be the act of the Board of Managers, except as may be be otherwise specifically provided by statute or by the Declaration or by these By-Laws. If a quorum shall not be present at any meetings of Managers, the Managers present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

(e) Before or at any meeting of the Board of Managers, any Manager may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

(f) Managers or members of any committee of the Board of Managers may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other.

Section 9. Annual Statement. The Board of Managers shall furnish to all Unit Owners, their mortgagees and the Department of Law of the State of New York and shall present annually (at the annual meeting) and when called for by a vote of the Unit Owners at any special meeting of the Unit Owners, a full and clear statement of the business conditions and affairs of the Condominium, including a balance sheet and profit and loss statement verified by an independent public accountant and a statement regarding any taxable

income attributable to the Unit Owner and a notice of the holding of the annual Unit Owners meeting.

Section 10. Fidelity Bonds. The Board of Managers may require that all officers and employees of the Condominium handling or responsible for Condominium funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be a common expense.

Section 11. Managing Agent. The Board of Managers shall employ for the Condominium a managing agent under a term contract or otherwise at a compensation established by the Board, to perform such duties and services as the Board shall authorize including, but not limited to, all of the delegable duties of the Board listed in this Article.

Section 12. Liabilities of the Board of Managers and Unit Owners. Any contract, agreement or commitment made by the Board of Managers shall state that it is made by the Board of Managers, as agent for the Unit Owners as a group only and that no member of the Board of Managers nor individual Unit Owners shall be liable for such contract, agreement or commitment. The Unit Owners shall be liable as a group under such contract, agreement or commitment but the liability of each Unit Owner shall be limited to such proportion of the total liability thereunder as his common interest bears to the common interest of all Unit Owners. The Board of Managers shall have no liability to the Unit Owners in the management of the Community except for wilful misconduct or bad faith and the Unit Owners shall severally indemnify all members of the Board of Managers against any liabilities or claims arising from acts taken by a member of the Board of Managers in accordance with his duties as such member except acts of wilful misconduct or acts made in bad faith. Such several liability of the Unit Owners shall, however, be limited as to each Unit Owner to such proportion of the total liability thereunder as such Unit Owner's common interest bears to the common interest of all Unit Owners.

ARTICLE IV. OFFICERS

Section 1. Elective Officers. The officers of the Condominium shall be chosen by the Board of Managers and shall be a president, a vice president, a secretary and a treasurer. The Board of Managers may also choose one or more assistant secretaries and assistant treasurers and such other officers as in their judgment may be necessary. All officers must be Unit Owners or members of the Board of Managers. One person may hold not more than two offices at the same time, except that the president and secretary may not be the same person.

Section 2. Election. The Board of Managers at its first meeting after each annual Unit Owners Meeting shall elect a presi-

dent, a vice president, a secretary and a treasurer. Only the president must be a member of the Board.

Section 3. Appointive Officers. The Board may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 4. Term. The officers shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Managers may be removed with or without cause, at any time, by the affirmative vote of a majority of the whole Board of Managers. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Managers.

Section 5. The President. The President shall be the chief executive officer of the Condominium; he shall preside at all meetings of the Unit Owners and Managers, shall be an ex-officio member of all standing committees, shall have general and active management of the business of the Condominium, shall see that all orders and resolutions of the Board are carried into effect and shall have such other powers and duties as are usually vested in the office of President of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 6. The Vice-President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act and shall have such other powers and duties as are usually vested in the office of Vice President of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 7. The Secretary. The Secretary and/or Assistant Secretary shall attend all sessions of the Board and all Unit Owners meetings and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing commitees when required. He shall give, or cause to be given, notice of all Unit Owners meetings and special meetings of the Board of Managers, and shall perform such other duties as may be prescribed by the Board of Managers or by the President, under whose supervison he shall be.

Section 8. The Treasurer. The Treasurer shall have the custody of the Condominium funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements in books belonging to the Condominium including the vouchers for such disbursements, and shall deposit all monies and other valuable effects in the name and to the credit of the Condominium in such depositories as may be designated by the Board of Managers.

The Treasurer shall disburse the funds of the Condominium as he may be ordered by the Board, making proper vouchers for such disbursements and shall render to the President and Managers, at the regular meeting of the Board or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Condominium.

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

Section 9. Agreements, etc. All agreements and other instruments shall be executed on behalf of the Condominium by the President or such other person as may be designated by the Board of Managers.

ARTICLE V. NOTICES

Section 1. Definition. Whenever under the provision of the Declaration or of these By-Laws, notice is required to be given to the Board of Managers, any Manager or Unit Owner, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box in a postpaid sealed wrapper, addressed to the Board of Managers, such Manager or Unit Owner at such address as appears on the books of the Condominium.

Section 2. Service of Notice--Waiver. Whenever any notice is required to be given under the provisions of the Declaration, or of these By-Laws, a waiver thereof, in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VI. FINANCES

Section 1. Checks. All checks or demands for money and notes of the Condominium shall be signed by the President and person or persons as the Board of Managers, may from time to time designate.

Section 2. Assessments. The Board of Managers shall from time to time, but at least annually, fix and determine the budget representing the sum or sums necessary and adequate for the continued operation of the Condominium and shall send a copy of the budget and any supplement to the budget to every Unit Owner and mortgagee. They shall determine the total amount required, including the operational items such as insurance, repairs, reserves, betterments, maintenance of the common elements and other opera-

ting expenses as well as charges to cover any deficits from prior years. The total annual requirements shall be assessed as a single sum against all Units and prorated against each of said Units according to the respective common interests appurtenant to such Units. This proration of assessments shall remain constant regardless of the percentage of the building square footage included in each Unit or the common elements restricted to the use of the Owner of said Unit. All of said assessments shall be deemed to be common charges and shall be payable in advance as ordered by the Board of Managers. In the event of a default in the payment of a monthly common charge assessment by any Unit Owner, the Board, at its sole option, may declare the common charge assessment on said Unit Owner's Unit for the balance of the fiscal year immediately due and payable. Prior to making any such declaration following a default, the Board shall send notice to the delinquent Unit Owner and the mortgagee, if any, of such Unit giving the Unit Owner a five (5) day grace period in which to make his payment. The Board may charge the delinquent Unit Owner a fee of not more than twenty ($20) dollars to cover the additional burden to the Board occasioned by the lack of timely payment. Interest at the highest legal rate may also be collected by the Board on the common charge assessment from its due date to the date payment is actually received from the Unit Owner. Special assessments, should such be required, shall be levied and paid in the same manner as hereinabove provided for regular assessments. The Unit Owner agrees to pay promptly when due the monthly and all special assessments assessed against his own Unit. Any Unit Owner who fails to pay the monthly assessment imposed by the Condominium to meet any community expense shall be liable for any expenses incurred by the Condominium in collecting said monthly assessment including interest at the highest legal rate and reasonable attorneys fees. The Board shall take action to collect common charges due from any Unit Owner which remain unpaid ninety (90) days from its due date by way of foreclosure of the lien on such Unit in accordance with Section 339 of the Real Property Law or otherwise.

No Unit Owner shall be liable for any common charges which accrue against his Unit subsequent to a sale, transfer or other conveyance by him of his Unit in accordance with these By-Laws and the Declaration. A purchaser of a Unit (other than a mortgagee or a purchaser at a foreclosure sale) shall be liable for the payment of all common charges assessed against the Unit and and unpaid at the time of the purchase.

Section 3. Foreclosure of Liens for Unpaid Common Charges. The Board shall have the power to purchase any Unit at a foreclosure sale resulting from any action brought by the Board to foreclose a lien on the Unit because of unpaid common charges. In the event of such purchase, the Board shall have the power to hold, lease, mortgage, vote, sell or otherwise deal with the Unit. A

suit to recover a money judgment for unpaid common charges shall also be obtainable separately without waiving the lien on the Unit.

Section 4. Statement of Common Charges. Upon the written request of any Unit Owner or his mortgagee, the Board shall promptly furnish such Unit Owner or his mortgagee with a written statement of the unpaid common charges due from such Unit Owner.

Section 5. Liability for Water, Electricity and Gas. The cost of all electricity and gas consumed in or on the common elements and all water consumed in or on the Units and the common elements shall be a commmon expense. Electricity and gas consumed in each Residential Unit shall be individually metered and paid for by the respective Unit Owner.

Section 6. Operating Account. There shall be established and maintained a cash deposit account to be known as the "Operating Account" into which shall be deposited the operating portion of all monthly and special assessments as fixed and determined for all Units. Disbursements from said account shall be for the general needs of the operation including, but not limited to, wages, repairs, betterments, maintenance and other operating expenses of the common elements and for the purchase, lease sale or other expenses resulting from the purchase or lease of Units.

Section 7. Other Accounts. The Board shall maintain any other accounts it shall deem necessary to carry out its purposes.

ARTICLE VII. INSURANCE AND INSURANCE TRUSTEE

Section 1. Insurance to be Carried by the Board. The Board of Managers shall be required to obtain and maintain, to the extent obtainable, the following insurance: fire insurance with extended coverage, water damage, vandalism and malicious mischief endorsements, insuring all of the Buildings in the Condominium including all of the Units and the bathrooms and fixtures intially installed therein by the Sponsor (but not including furniture, furnishings or other personal property supplied or installed by Unit Owners), together with all heating, air conditioning and other service machinery contained therein, covering the interest of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as interest may appear, in an amount equal to the replacement value of the Buildings. Each of such policies shall contain a New York standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee hereinafter set forth; and such other insurance as the Board of Managers may determine. All such policies shall provide that adjustment of loss shall be made by the Board of Managers with the approval of the Insurance Trustee,

and that the net proceeds thereof, if $50,000 or less, shall be payable to the Board of Managers, and if more than $50,000 shall be payable to the Insurance Trustee. The Board of Managers is hereby irrevocably appointed agent for each Unit Owner and for each Owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Board of Managers and to execute and deliver releases upon the payment of claims.

The fire insurance will commence with the closing of title to the first Unit in an amount as required by the mortgagee of such Unit and such amount will be increased upon the closing of title to all Units and until the first meeting of the Board of Managers following the first Unit Owners meeting, such amount shall be at least in the sum of $23,500,000.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro rata liability of the insurer as a result of any insurance carried by Unit Owners or of the invalidity arising from any acts of the insureds or any Unit Owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insured, including all mortgagees of Units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Units at least ten (10) days prior to expiration of the then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Managers shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the Buildings, including all of the common elements appurtenant thereto, for the purpose of determining the amount of fire insurance to be effected pursuant to this Section.

The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Managers may from time to time determine, covering each member of the Board of Managers, the managing agent and each Unit Owner. Such public liability coverage shall also cover cross liability claims of one insured against another. Until the first meeting of the Board of Managers following the first annual Unit Owners meeting, such public liability insurance shall be in a single limit of $1,000,000 covering all claims for bodily injury and for property damage arising out of one occurrence. Such public liability insurance shall commence on the closing of title to the first Unit.

Unit Owners shall not be prohibited from carrying other insurance for their own benefit provided that such policies contain waivers of subrogation and further provided that the liability of the carriers issuing insurance procured by the Board of Managers

shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

Section 2. The Insurance Trustee. The Insurance Trustee shall be a bank or trust company located in the State of New York and designated by the Board of Managers. All fees and disbursements of the Insurance Trustee shall be paid by the Board of Managers and shall constitute a common expense of the Condominium. In the event the Insurance Trustee resigns, fails to qualify, or is replaced by the Board of Managers, the Board of Managers shall designate a new Insurance Trustee which shall be a bank or trust company located in the State of New York.

Section 3. Restoration or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of the Buildings as a result of fire or other casualty (unless seventy-five (75%) percent or more of the Units are destroyed or substantially damaged and seventy-five (75%) percent or more of the Unit Owners in common interest do not duly and promptly resolve to proceed with repair or restoration), the Board of Managers shall arrange for the prompt repair and restoration of the Buildings (including any kitchen or bathroom fixtures initially installed therein by the Sponsor, any heating, air conditioning or other service machinery which is covered by insurance but not including any wall, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures or equipment installed by Unit Owners in the Units), and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Managers may assess all the Unit Owners for such deficit as part of the common charges.

If seventy-five (75%) percent or more of the Units are destroyed or substantially damaged and seventy-five (75%) percent or more of the Unit Owners in common interest do not duly and promptly resolve to proceed with repair or restoration, the Property shall be subject to an action for partition at the suit of any Unit Owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration) then the excess of such insurance proceeds shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among all the Unit Owners in proportion to their respective common interests, after paying out of the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

ARTICLE VIII. HOUSE RULES

In addition to the other provisions of these By-Laws, the following house rules and regulations together with such additional rules and regulations as may hereafter be adopted by the Board of Managers shall govern the use of the Units and the conduct of all residents thereof.

Section 1. Owners of a Unit, members of their families, their employees, guests and their pets shall not use or permit the use of the premises in any manner which would be illegal or disturbing or a nuisance to other said Owners, or in such a way as to be injurious to the reputation of the Condominium.

Section 2. The common elements shall not be obstructed, littered, defaced or misused in any manner.

Section 3. Every Unit Owner shall be liable for any and all damage to the common elements and the property of the Condominium, which shall be caused by said Unit Owner or such other person for whose conduct he is legally responsible.

Section 4.

(a) Every Unit Owner must perform promptly all maintenance and repair work he is required to do to the interior and exterior of his Unit and to portions of the common elements irrevocably restricted to his use pursuant to the provisions of the Declaration and these By-Laws which, if omitted, would affect the Community in its entirety or in a part belonging to other Unit Owners, or the building of which his Unit forms a part, he being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) All the repairs to internal installations of the Unit located in and servicing only that Unit, such as telephones and sanitary installations shall be at the Unit Owner's expense.

Section 5. A Unit Owner may not make any alterations to the exterior of the Unit or any part of the common elements with the written consent of the Board of Managers. An owner shall not make structural modifications to the Unit or other alterations which would impair the structural soundness of the Unit without the written consent of the Board of Managers or its designated managing agent. Consent may be requested through the managing agent, if any, or through the President of the Board of Managers, if no managing agent is employed. The Board of Managers shall have the obligation to answer within thirty (30) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

Section 6.

(1) Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, or windows thereof, any dirt or other substance.

(2) No radio or television aerial shall be attached to or hung from the exterior of the Unit except such as shall have been approved in writing by the Board of Managers or the managing agent; nor shall anything be projected from any window of the Buildings without similar approval.

(3) No Unit Owner or any of his agents, servants, employees, licensees, or visitors shall at any time bring into or keep in his Unit any inflammable, combustible or explosive fluid, material, chemical or substance, except for normal household use.

(4) No Unit Owner shall make or permit any disturbing noises in his Unit, or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or permit to be operated a phonograph or a radio or television set or other loud speaker in such Owner's Unit between the hours of twelve o'clock midnight and the following seven o'clock A.M., if the same shall disturb or annoy other occupants of the Buildings and in no event shall practice or suffer to be practiced either vocal or instrumental music between the hours of ten P.M. and the following nine A.M.

(5) No Unit Owner shall operate a washing machine or dryer other than between the hours of 8:00 A.M. and 8:00 P.M.

(6) It is prohibited to hang garments, rugs, etc., from the windows or from any of the Buildings or to string clotheslines on or over the common elements (including any limited areas).

(7) No sign of any kind shall be displayed to the public view on or in any Unit, except a one-family name or professional sign of not more than two hundred forty square inches, advertising the property for sale or rent. No such sign shall be illuminated except by non-flashing white light emanating from within or on the sign itself and shielded from direct view.

(8) The Board of Managers or the managing agent shall retain a pass-key to each Garage Unit. The Unit Owner shall not alter any lock or install a new lock on any door leading to his Unit without the written consent of the Board of Managers or the managing agent. If such consent is given, the Board of Managers or the managing agent shall be provided with a key.

(9) No article shall be placed in the halls, staircases, or stair landings nor shall anything be hung or shaken from the doors or windows or placed upon the window sills of the Building.

(10) No one shall ride mopeds or skateboards on any portions of the common elements.

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

The provisions set forth above shall not be applicable to the Sponsor. The Sponsor, its nominees and agents, shall have the right and privilege to maintain general and local sales offices in and about the Condominium, including any model Units located within the Condominium Buildings or elsewhere throughout the project, and shall have the right and privilege to have their representatives, employees and agents present on the Condominium premises to show the Units to prospective purchasers, to utilize the common elements, and, without limitation, to do any and all things necessary and incident to the sale of the Units, without charge or contribution other than in the form of common charge payments as otherwise provided for herein.

The Sponsor shall have the right to continue to employ signs of its choice upon the Condominium premises in its efforts to construct and sell the Units. Incident to the rights and privileges provided for herein, the officers, employees, agents, contractors, guests and invitees of the Sponsor, its successors and assigns, shall have the right of ingress and egress to and throughout the common elements of the Condominium. The last two paragraphs of this Article VIII may not be modified or amended without the written consent of the Sponsor so long as the Sponsor continues to own one or more unsold Units.

ARTICLE IX. DEFAULT.

In the event a Unit Owner does not pay any sums, charges or assessments required to be paid when due, the Board of Managers

shall notify the Unit Owner and the mortgagee, if any, of such Unit. In such an instance the Board may, at its sole option, declare the common charge assessment on said Unit Owner's Unit for the balance of the fiscal year immediately due and payable. Prior to making any such declaration following a default the Board shall send notice to the delinquent Unit Owner and the mortgagee, if any, of such Unit, giving the Unit Owner a five (5) day grace period in which to make his payment. The Board may charge the delinquent Unit Owner a fee of not more than twenty ($20) dollars to cover the additional burden to the Board occasioned by the lack of timely payment. Interest at the highest legal rate may be collected by the Board on the common charge assessment from its due date to the date payment is actually received from the Unit Owner. If any sum, charge or assessment shall remain unpaid for ninety (90) days after the giving of notice by the Board of Managers or Manager, acting on behalf of the Board, that the payment is overdue, the Board may foreclose the lien encumbering the Unit as a result of the non-payment of the required monies as set forth in the Declaration (subject to the lien of any first mortgage), in the same manner as the foreclosure of a mortgage. In the event the owner of a Unit does not pay the assessment required to be paid by him within ninety (90) days of its due date, said sum shall bear interest at the highest legal rate from its due date and said Unit Owner shall be liable for the Condominium's reasonable costs and reasonable attorney's fees incurred by it incident to the collection or enforcement of such lien.

Each Unit Owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default, regardless of the harshness of the remedy available to the Condominium and regardless of the availability of other, equally adequate legal procedures. It is the intent of all Units Owners to give the Condominium a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing it from the Unit Owners and to preserve each Unit Owner's right to enjoy his Unit free from unreasonable restraint.

ARTICLE X. AMENDMENTS

Except as provided in the Declaration, these By-Laws may be altered, amended or added to at any duly called Unit Owners meeting; provided: (1) that the notice of the meeting shall contain a full statement of the proposed amendment; (2) that the amendment shall be approved by eighty (80%) percent of the Unit Owners in number and common interest; and (3) said amendment shall be set forth in a duly recorded amendment to the Declaration. However, no amendment shall affect or impair the validity or priority of the Unit Owner's interests and the interests of holders of a mortgage encumbering a Unit or Units.

ARTICLE XI. SELLING, MORTGAGING AND LEASING UNITS

Section 1. Selling and Leasing of Units. No Unit Owner other than the Sponsor may convey his Unit or any interest therein by sale, lease or rent except in the manner set forth in this Section.

Any Unit Owner who receives a bona fide offer for the sale or lease of his Unit and who desires to accept such offer shall give written notice by registered mail to the Board of Managers of such offer and such intention together with the name and address of the proposed purchaser or lessee and the terms of the sale or lease, together with an offer to sell or lease such Unit to the Board of Managers on the same terms and conditions as contained in such offer. The giving of such notice shall constitute a warranty and representation by the Unit Owner to the Board of Managers that the Unit Owner has received such offer, believes it to be bona fide, and intends to accept it.

Immediately upon receipt of such notice, the Board shall call a special Unit Owners meeting to be held no more than five (5) days after the receipt of such a notice for the purpose of voting upon the offer contained in such notice. Within ten (10) days after receipt of such notice, the Board may elect to purchase or lease such Unit by giving written notice by registered mail to such Unit Owner of its intention to buy or lease such Unit on the same terms and conditions as contained in the offer and as stated in the notice from the Unit Owner. In the event the Board shall elect to purchase or lease such Unit, the closing of title or lease shall be held at the office of the attorneys for the Condominium forty-five (45) days after the giving of notice by the Board of its election to accept said offer. In the event the Unit is being sold, the Unit Owner shall deliver at the closing a duly executed bargain and sale deed with covenant against grantor's acts in form and substance similar to the standard form of the New York Board of Title Underwriters. In the event the Unit is being leased, then at the closing the Unit Owner shall execute and deliver to the Board a lease on the same terms and conditions contained in the offer and notice sent by the Unit Owner.

In the event the Board shall fail to accept said offer as aforesaid, the Unit Owner shall be free to contract to sell or lease such Unit for a period of sixty (60) days after the expiration of the period in which the Board might have accepted such offer to the offerer whose name appears in the notice and on the same terms and conditions as set forth in such notice. In the event of a sale of the Unit resulting from a failure of the Board to accept such offer, the deed conveyed to the purchaser shall provide that the grantee upon acceptance of the deed assumes all of the provisions of the Declaration and these By-Laws. In the event of a lease of the Unit resulting from a failure of the Board to accept such offer, the lease conveyed to the lessee shall by consistent with the De-

claration and these By-laws and shall provide that it may not be modified, amended, extended, assigned or sublet without the prior consent in writing of the Board of Managers. Except as set forth herein, the form of such lease shall be the then current form of apartment lease recommended by the Real Estate Board of New York, Inc. with only such modifications as shall be approved in writing by the Board of Managers. In the event the Unit Owner shall not sell or lease the Unit within such sixty (60) day period, then he shall be again required to comply with all of the terms and provisions of this section before offering the Unit for sale or lease.

In order to purchase or lease any Unit offered for sale or lease in accordance with this section, the affirmative vote of at least eighty (80%) percent of all the Residential Unit Owners cast at a special meeting called by the Board of Managers shall be necessary.

No Unit Owner shall in any event convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until all unpaid common charges assessed against his Unit shall have been paid to the Board of Managers. However, such unpaid common charges can be paid out of the proceeds from sale of a Unit or by the purchaser. Further, a Unit Owner may convey his Unit and his common interest appurtenant thereto, to the Board of Managers on behalf of all Unit Owners free of any cost to the Board or the Unit Owners and upon such conveyance such Unit Owner shall not be liable for any common charges thereafter accruing against such Unit.

Any sale or lease of any Unit in violation of this section shall be voidable at the election of the Board.

In the event that the Board shall elect to purchase or lease any such Unit, the Board may thereupon assess all other Unit Owners for the cost of such purchase or lease. Such assessment shall be a common charge apportioned among the Unit Owners pro rata according to the respective common interest appurtenant to the Units owned by such Unit Owners and shall be payable by them within thirty (30) days of the notice of such assessment.

In the event the Board shall not elect to purchase or lease any such Unit in accordance with the provisions of this section, then, on the request of the Unit Owner offering such Unit for sale or lease, the Board shall issue a written statement attesting to the fact that such offer was made and declined by the Board and including therein the terms and conditions of such offer.

The provisions of this section shall not apply to the acquisition or sale of a Unit by a mortgagee who shall acquire title to such Unit by foreclosure or by deed in lieu of foreclosure. Such provisions shall, however, apply to any purchaser from such mortgagee. The provisions of this section shall not apply to a Unit owned by the Sponsor or its designee until a deed to such Unit has been delivered to a purchaser thereof.

Whenever the term "Unit" is referred to in this section it shall include the Unit, the Unit Owner's undivided interest in the common elements and the Unit Owner's interest in any Units acquired by the Board of Managers.

Section 2. Waiver of Partition Rights. The Unit Owners waive all of their voting rights concerning partition respecting any Unit acquired by the Board of Managers in accordance with this Article.

Section 3. Mortgaging of Units. No Unit Owner shall mortgage his Unit except by a mortgage loan granted by a federal or state savings and loan association, savings or commercial bank, life insurance company, pension fund, trust company, agency of the United States Government or of the City or State of New York or other similar institutional lender or a purchase money mortgage loan granted by the seller of such Unit.

Section 4. Gifts, etc. Any Unit Owner may convey or transfer his Unit by gift during his lifetime or devise his Unit by will or pass the same by intestacy, without restriction.

ARTICLE XII. CONDEMNATION

In the event all or part of the common elements are taken in condemnation or eminent domain proceedings, the award from such proceedings shall be paid to the Insurance Trustee if the award is more than $50,000 and to the Board of Managers if the award is $50,000 or less, to be distributed in accordance with Section 3 of Article VII but in the following amounts:

(a) so much of the award as is applicable to unrestricted common elements, to the Unit Owners pro rata according to the respective common interests appurtenant to the Units owned by such Unit Owners.

(b) so much of the award as is applicable to irrevocably restricted common elements, to the Unit Owner having general use of such common element.

In such eminent domain or condemnation proceeding the Board shall request that the award shall set forth the amount allocated to unrestricted common elements and to each irrevocably restricted common element. In the event the award does not set forth such allocation then the question of such allocation shall be submitted to arbitration in accordance with the Arbitration Statutes of the State of New York.

ARTICLE XIII. MISCELLANEOUS

Section 1. Insurance. Under no circumstances shall a Unit Owner permit or suffer anything to be done or left in his

Unit which will increase the insurance rates on his Unit or any other Unit or on the Common elements.

Section 2. Severability. Should any of the covenants, terms or provisions herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of these By-laws shall, nevertheless, be and remain in full force and effect.

Section 3. Notice to Condominium. A Unit Owner who mortgages his Unit, shall notify the Condominium through the management agent, if any, or the President of the Board of Managers in the event there is no management agent, of the name and address of his mortgagee; and the Board of Managers shall maintain such information in a book entitled "Mortgagees of Units".

Section 4. Notice of Unpaid Assessment. The Board of Managers shall at the request of a mortgagee of a Unit, report any unpaid assessments due from the Unit Owners of such Unit.

Section 5. Examination of Books and Records. Every Unit Owner or his representative and mortgagee shall be entitled to examine the books and records of the Condominium on reasonable notice to the Board but not more often than once a month.

Section 6. Construction. Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, wherever the context so requires.

Section 7. Compliance with Article 9-B. These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Law of the State of New York. In case any of these By-Laws conflict with the provisions of said Statute or the Declaration, the provisions of the Statute or of the Declaration, whichever the case may be, shall control.

CERTILMAN HAFT LEBOW BALIN BUCKLEY & KREMER

805 THIRD AVENUE
NEW YORK, NY 10022

IRA J. ADLER
HERBERT M. BALIN
BARRY J. BENDES
MARTIN F. BRECKER
CHARLES P. BUCKLEY, JR
MORTON L. CERTILMAN
JOHN P. DONOHOE
BARRY I. FREDERICKS
MICHAEL D. GREENBERG
JAY M. HAFT
RICHARD HERZBACH
HERBERT F. KOZLOV
ARTHUR J. KREMER
MELVIN L. LEBOW

BERT J. LEWEN
NEWTON W. MANDEL
ABRAHAM I. MARGLIN
A. JEFFRY ROBINSON
DAVID I. ROSENBERG
IRA I. ROXLAND
HARRY L. SEATON
ARTHUR D. SEDERBAUM
LOUIS SOLOWAY
HENRY STERNBERG
MARTIN A. STOLL
ARTHUR M. STRAUSS
ROBERT S. TAFT
BRIAN K. ZIEGLER

NORMAN J. LEVY
EARL J. WOFSEY
COUNSEL

TELEPHONE:
(212) 416-5200

71 SOUTH CENTRAL AVENUE
VALLEY STREAM, NY 11580
(516) 872-6222

120 MINEOLA BOULEVARD
MINEOLA, NY 11501
(516) 877-1400

303 EAST PARK AVENUE
LONG BEACH, NY 11561
(516) 431-2600

39 HUDSON STREET
HACKENSACK, NJ 07601
(201) 487-7949

7777 GLADES ROAD
BOCA RATON, FL 33434
(305) 488-2500

April 7, 1987

Sidan Realty Corp.
1402 East 64th Street
Brooklyn, New York 11234

Re: The Brook Club Condominium (the "Condominium")

Gentlemen:

We note that the Offering Plan states that it is believed that real estate taxes payable by a Unit Owner which are assessed against his Unit by any governmental taxing authority, are proper deductions in connection with Federal, New York State and New York City Income Taxes payable by the owner of such Condominium Unit. Further, the Offering Plan states that the monthly payments of interest on any mortgage which becomes a lien on a Condominium Unit are proper deductions, provided such Unit is either the principal residence of the Unit Owner or the one other residence that he selects pursuant to Section 163(h)(5)(A)(i)(II) of the Internal Revenue Code of 1986.

We have given this matter careful study and it is our opinion that pursuant to the provisions of the Internal Revenue Code of 1986 (the "Code") (see Revenue Ruling 64-31, 1964-1 C.B. 300) and the corresponding provisions of the New York State and New York City tax laws (See Sec. 615 of the New York State Tax Law and New York City Administrative Code Sec. T46-115.0), such interest payments and the aforesaid real estate tax payments are proper deductions by the owner of a Condominium Unit, in connection with his Federal, New York State, and New York City income taxes.

Section 528 of the Code will afford the Condominium with the opportunity to elect to be treated as tax exempt organizations, as substantially all of the Units are used for residential

purposes. Regulation Section 1.528-4 states that for this requirement to be met with respect to the Condominium, 85% of the total square footage of all Units in the Condominium must be used either for residential purposes or for purposes auxiliary thereto. Because in the Condominium, more than 85% of the total square footage of all the Units will be used for residential purposes or for purposes auxiliary thereto this requirement has been met.

In addition, 60% or more of the Condominium's gross income must consist of amounts received as membership dues, fees or assessments from the Unit Owners and 90% or more of its expenditures must be for the acquisition, construction, management and care of the Condominium properties, which properties as defined in Section 528 of the Code, include the Units as well as the common elements. Based upon our examination of the Offering Plan and subject to the Condominium actually satisfying the minimum percentage income and expenditure criteria set forth above, we are of the opinion that the Condominium will be eligible to elect to be treated as tax exempt organizations under Section 528 of the Code.

Such an election may entail the filing of income tax returns by the Condominium, but will exempt from Federal, New York State and New York City Income Taxation all amounts received by the Condominium from the Unit Owners as common charges, membership dues, fees and assessments. The Condominium will be taxed, however, on any excess of income over expenses from unrelated sources. Examples of unrelated source income include interest earned on reserve and other invested funds, income from concessions and income from dues or fees received from persons other than the Unit Owners.

In the event the Condominium fails to qualify for and elect Section 528 taxation status for any year, it may to the extent it has any income from unrelated sources or from accumulated revenues not expended in any taxable year, including accumulated revenues received by virtue of dues, fees and assessments from Unit Owners, be subject to Federal, New York State and New York City Income Taxation (See Revenue Ruling 74-99, 1974-1 C.B. 131).

As discussed on pages 72 through 74 of the Offering Plan, the Sponsor will apply for approval from the New York City Department of Housing Preservation and Development ("HPD") for tax exemption for the Community under Section 421 of the New York State Real Property Tax Law ("Section 421"). Section 421 and the regulations promulgated thereunder pose certain requirements for the granting of tax exemption benefits with respect to, among other things, whe-

ther the land for which an exemption is applied for is vacant and the number of bedrooms to be built on such parcel. We are of the opinion that the Condominium complies with the requirements for Section 421 tax abatement. Therefore, in the event that the Sponsor complies with the ministerial requirements of HPD and obtains final approval from HPD, the Community will be exempt from the payment of real estate taxes, on specified percentages of the increased assessed valuation of the Condominium resulting from construction of the Condominium for a period of fifteen years. Said exemptions will be in the amount of 100% of the increased assessed valuation for the first eleven years after the completion of construction, 80% for the next year, 60% for the thirteenth year, 40% for the next year and 20% for the last year of the fifteen year period. At the end of said fifteen year period, Unit Owners will be required to pay real estate taxes on the then full assessed valuation of their Units, at the then effective rate, both as determined by the City of New York.

We have examined the exceptions to title set forth on pages 43 and 44 of the Offering Plan and we are of the opinion that none of such exceptions should discourage a willing purchaser from purchasing any Condominium Unit or affect the saleability of any Condominium Unit.

We have examined the building plans and permits covering the proposed Condominium development and the Declaration and By-Laws pertaining thereto. It is our opinion that the Condominium Community built in accordance with such plans and permits will be in conformance with the existing zoning laws of the City of New York and that the Declaration and By-Laws, when filed, will validly create a Condominium in accordance with Article 9-B of the Real Property Law of the State of New York.

Very truly yours,

CERTILMAN HAFT LEBOW BALIN BUCKLEY & KREMER

BY /s/
John P. Donohoe

SPONSOR'S CERTIFICATION

STATE OF NEW YORK)
) ss.:
COUNTY OF KINGS)

Re: THE BROOK CLUB CONDOMINIUM
Brooklyn, New York

We are the Sponsor and the principals of the Sponsor of the Condominium offering plan for the above captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Attorney General in Part 20 and such other laws and regulations as may be applicable.

We have read the entire offering plan. We have investigated the facts set forth in the offering plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the Offering Plan does, and that documents submitted hereafter by us which amend or supplement the offering plan will:

(i) set forth the detailed terms of the transaction and be complete, current and accurate;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(iii) not omit any material fact;

(iv) not contain any untrue statement of a material fact;

(v) not contain any fraud, deception, concealment, supression, false pretense or fictitious or pretended purchase or sale;

(vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; (d) did not have knowledge concerning the representations or statement made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. I understand that violations are subject to the civil and criminal penalties of the General Business and Penal Law.

SIDAN REALTY CORP.
Sponsor

By: _____

_____
Sidney Steinberg

_____
Anthony Clemenza

Sworn to before me this
9th day of December, 1986.

_____
Notary Public

GARY ELI MILLER
Notary Public, State of New York
No. 24-4770185
Qualified in Kings County
Commission Expires July 31, 1988

Di Fiore, Giacobbe & Associates
Architects
8423 Seventh Avenue
Brooklyn, New York 11228

James J. Di Fiore, AIA
Anthony Giacobbe, AIA
Nicholas A. Verlotta, AIA

Telephone
(718) 836-4141

May 13, 1987

REFERENCE: BROOK CLUB CONDOMINIUM

The sponsor of the offering plan for condominium ownership of the captioned property retained us to preapre a report describing the property when constructed (the "Report"). We prepared the building plans for N.B. 443/86, NB 755/86, NB 756/86 and NB 753/86 approved on January 23, 1987 and prepared the Report dated April 23, 1987, a copy of which is intended to be incorporated into the offering plan so that prospective purchasers may rely on the Report.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in part 20 insofar as they are applicable to this Report.

We have read the entire Report and investigated the facts set forth in the Report and the facts underlying with due diligence in order to form a basis for the certification. We certify the Report does:

(I) set forth in detail the condition of the entire property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we prepared;

(II) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the physical condition of the property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we prepared;

(III) not omit any material fact;

(IV) not contain any untrue statement of a material fact;

(V) not contain any fraud, deception, concealment, or suppression;

Di Fiore, Giacobbe & Associates

May 13, 1987
RE: BROOK CLUB CONDO
PAGE 2

(VI) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances.

(VII) not contain any representation or statement which is false, where I (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.

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 & Penal Law.

Very truly yours,

DI FIORE, GIACOBBE & ASSOCIATES

By: _____

Sworn to before me this
13th day of May 1987

Florence Carlotti

FLORENCE CARLOTTI
Commissioner of Deeds
City of New York No. 2-5022
Commission Expires Jan. 1, 19 89

Alpha Management Co.

POST OFFICE BOX 706 962 MANOR ROAD
STATEN ISLAND, NEW YORK 10314-0706
(718) 761-9400

January 9,1987

CERTIFICATION BY SPONSOR'S EXPERT
PURSUANT TO 13 NYCRR, PART 20
REGULATIONS ISSUED BY THE ATTORNEY GENERAL
PURSUANT TO ARTICLE 23-A OF THE
GENERAL BUSINESS LAW AS AMMENDED

New York State
Department of Law
2 World Trade Center
New York, New York 10047

RE: BROOK CLUB CONDOMINIUM (184 UNITS)

The undersigned is a duly licenced real estate broker in the State of New Yor and a real estate managing agent. The undersigned has been in business over 12 years. Prior to this time, the undersigned was associated with Aster Mgt. Co., at 600 Old Country Road, Garden City, N.Y., from April 1964 through Oct. 1973. I am a licenced real estate and insurance broker as well as a notary public in the State of New York and have been engaged in the management of al real estate properties.

Since 1964, the undersigned has acted as managing agent for countless rental properties, condominiums and homeowners associations. A few of the properties managed by the undersigned are as follows:

A) BROMPTON ASSOCIATES, located at 50 Brompton Road, Great Neck, N.Y. from 1964 through October 1973.

B) THE OREGON, located at Rego Park, Queens, N.Y. from January 1970 through October 1973.

C) RICHLEE ASSOCIATES, located at Rego Park, Queens, N.Y. from January 1972 through October 1973.

D) CORTELYOU ASSOCIATES, located at 300 Cortelyou Ave., Staten Island, N.Y. from November 1973 through May 1981.

E) ARMSTRONG ASSOCIATES, located at 119 Cortelyou Ave., Staten Island, N.Y. from November 1973 through December 1979.

(Continued)

F) ARMSTRONG GARDENS CONDOMINIUM, located at 119 Cortelyou Avenue, Staten Island, N.Y. from January 1, 1980 to date.

G) ELMWOOD PARK CONDOMINIUM #1, located at 2 Kathy Place, Staten Island, N.Y. from July 1, 1976 to July 31, 1978.

H) ELMWOOD PARK CONDOMINIUM #2, located at 5-11 Windham Loop, Staten Island, N.Y. from January 1978 to December 1980.

I) ELMWOOD PARK CONDOMINIUM #3, located at 444 Windham Loop, Staten Island, N.Y. from January 1980 to date.

J) ELMWOOD PARK CONDOMINIUM #4, located at 244 Windham Loop, Staten Island, N.Y. from October 1980 to December 1984.

K) ELMWOOD PARK HOMEOWNERS RECREATION ASSOCIATION, INC., located at 64 Windham Loop, Staten Island, N.Y. from July 1, 1976 to June 30, 1981.

L) HIGHVIEW CONDOMINIUM #1, located at 830 Howard Avenue, Staten Island, N.Y. from July 1, 1980 to date.

M) HIGHVIEW CONDOMINIUM #2, located at 850 Howard Avenue, Staten Island, N.Y. from October 1, 1982 through December 31, 1983.

N) STONEGATE AT GRASMERE CONDOMINIUM #1, located at 54 Alan Loop, Staten Island, N.Y. from January 1, 1981 through October 31, 1983.

O) STONEGATE AT GRASMERE CONDOMINIUM #2, located at 150 Stonegate Drive, Staten Island, N.Y. from January 1, 1983 through October 31, 1983.

P) STONEGATE HOMEOWNERS RECREATION ASSOCIATION, INC., located at 75 Gateway Drive, Staten Island, N.Y. from January 1, 1981 through October 31, 1983.

Q) FOXWOOD SQUARE CONDOMINIUM #1, located at 24A Elmwood Park Drive, Staten Island, N.Y. from March 1, 1982 through May 31, 1983.

The Sponsor of the condominium Offering Plan for the captioned property retained my firm to review Schedules B and B1 as of January 1, 1989, containing projections of income and expenses for the first year of condominium operation.

I understand that I am responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 20 insofar as their application to Schedules.

I have reviewed the Schedules B and B1 and investigated the facts set forth in the Schedules and the facts underlying them with due diligence in order to form a basis for this Certification. I certify that the projections in the Schedules appear reasonable and adequate based on present prices (adjusted to reflect continued inflation and present levels of consumption for comparable units similarly situated).

I certify that this Certification and all documents provided by us hereafter that concern the Schedule do:

(Continued)

(i) set forth in detail the terms of the transaction as it relates to the Schedule and be complete, current and accurate;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(iii) not omit a material fact;

(iv) not contain any untrue statement of a material fact;

(v) not contain any fraud, deceptions, concealment or suppression;

(vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) not contain any representations or statement which is false, where we: (a) know 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.

I further certify that I am not owned or controlled by and have no beneficial interest in the Sponsor and that my compensation for preparing this Certification is not contingent on the profitability or price of the offering. I understand that copy of this Certification is intended to be incorporated in the Offering Plan so that prospective purchasers may rely on it.

This Certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. I understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

ALPHA MANAGEMENT COMPANY

Samuel Ellenberg
Owner

Sworn to before me this
6th day of January, 1987

ALAN M. FRIEDLANDER
Notary Public, State of New York
Qualified in Queens County
Commission Expires Dec 30, 1987