Site Code: C224053

NEW YORK STATE | Department of Environmental Conservation

BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT

Please refer to the attached instructions for guidance on completing this application.

Submission of a full BCP application will be required should this application be determined to be a major amendment. If the amendment seeks to add or subtract more than an insignificant acreage of property to the BCA, applicants are encouraged to consult with the DEC project team prior to submitting this application.

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

See Attachment 1 for more information and relevant documents

1. Check the appropriate box(es) below based on the nature of the amendment modification(s) requested:

☑ Amendment to modify the existing BCA (check one or more boxes below):

- ☑ Add applicant(s)
- ☐ Substitute applicant(s)
- ☐ Remove applicant(s)
- ☐ Change in name of applicant(s)

☑ Amendment to reflect a transfer of title to all or part of the brownfield site:

a. A copy of the recorded deed must be provided. Is this attached? ◉ Yes ○ No

b. ☑ Change in ownership ☐ Additional owner (such as a beneficial owner)

c. Pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been submitted prior to a transfer of ownership. If this has not yet been submitted, include the form with this application. Is this form attached? ◉ Yes ○ No Submitted on: _____

☑ Amendment to modify description of the property(ies) listed in the existing BCA

☐ Amendment to expand or reduce property boundaries of the property(ies) listed in the existing BCA

☐ Sites in Bronx, Kings, New York, Queens or Richmond Counties ONLY: amendment to request determination that the site is eligible for tangible property credit component of the brownfield redevelopment tax credit.

☐ Other (explain in detail below)

2. REQUIRED: Please provide a brief narrative describing the specific requests included in this amendment:

This Application reflects three proposed amendments to the BCA: (1) modification of the SBL description of the Site to reflect that a condominium has been formed on the area of Block 2134, former Lot 1 (current Block 2134, Lot 150 is unaffected); (2) a change in ownership/control of former Lot 1 from 470 Kent Ave Associates LLC to Williamsburg Wharf Condominium; and (3) the addition of the following entities as Applicants: 478 Kent Ave LLC, 482 Kent Ave LLC, 482 Kent Ave Retail LLC, Wharf Way Parking LLC, 11 Wharf Way LLC, 11 Wharf Way Retail LLC, and 470 Kent Ave Associates II LLC. See Attachment 1 for additional detail.

SECTION I: CURRENT AGREEMENT INFORMATION *This section must be completed in full. Attach additional pages as necessary.*	
BCP SITE NAME: 470 Kent Avenue	BCP SITE NUMBER: C224053
NAME OF CURRENT APPLICANT(S): 470 Kent Ave Associates LLC	
INDEX NUMBER OF AGREEMENT: C224053-07-14	DATE OF ORIGINAL AGREEMENT: 09/08/14
APPLICANT'S SIGNATORY: Michael Witek	

SECTION II: NEW REQUESTOR INFORMATION *Complete this section only if adding new requestor(s) or the name of an existing requestor has changed.*		
NAME: 470 Kent Ave Associates II LLC		
ADDRESS: 152 W. 57th Street, 45th Floor		
CITY/TOWN: New York		ZIP CODE: 10019
PHONE: (212) 759-9777	EMAIL: mwitek@naftalilgroup.com	
REQUESTOR CONTACT: Michael Witek		
ADDRESS: 152 W. 57th Street, 45th Floor		
CITY/TOWN: New York		ZIP CODE: 10019
PHONE: (212) 759-9777	EMAIL: mwitek@naftalilgroup.com	
REQUESTOR'S CONSULTANT: Matthew M. Carroll, P.E.	CONTACT: Matthew Carroll	
ADDRESS: 1085 Sackett Avenue		
CITY/TOWN: Bronx		ZIP CODE: 10461
PHONE: (646) 606-2332	EMAIL: mcarroll@tenen-env.com	
REQUESTOR'S ATTORNEY: Sive, Paget & Riesel, P.C.	CONTACT: Michael Bogin	
ADDRESS: 560 Lexington Avenue, 15th Floor		
CITY/TOWN: New York		ZIP CODE: 10022
PHONE: (646) 378-7210	EMAIL: mbogin@sprlaw.com	

		Y	N
1.	Is the requestor authorized to conduct business in New York State?	◉	○
2.	If the requestor is a corporation, LLC, LLP, or other entity requiring authorization from the NYS Department of State (NYSDOS) to conduct business in NYS, the requestor's name must appear exactly as given above in the NYSDOS Corporation & Business Entity Database. A print-out of entity information from the NYSDOS database must be submitted with this application. Is this print-out attached?	◉	○
3.	Requestor must submit proof that the party signing this application and amendment has the authority to bind the requestor. This would be documentation showing the authority to bind the requestor in the form of corporate organizational papers, a Corporate Resolution or an Operating Agreement or Resolution for an LLC. Is this proof attached?	◉	○
4.	If the requestor is an LLC, the names of the members/owners must be provided. Is this information attached? **N/A** ○	◉	○

5. Describe the new requestor's relationship to all existing applicants:

The new requestor is the owner of Block 2134, Lot 150.

SECTION III: CURRENT PROPERTY OWNER/OPERATOR INFORMATION *Complete this section only if a transfer of ownership has taken place. Attach additional pages if necessary.*			
Owner listed below is: ○ Existing Applicant ○ New Applicant ◉ Non-Applicant			
OWNER'S NAME: Williamsburg Wharf Condominium		CONTACT: Liz Polanco	
ADDRESS: c/o FirstService Residential, 575 Fifth Avenue			
CITY/TOWN: New York		ZIP CODE: 10017	
PHONE: (212) 634-5447	EMAIL: liz.polanco@fsresidential.com		
OPERATOR:		CONTACT:	
ADDRESS:			
CITY/TOWN:		ZIP CODE:	
PHONE:	EMAIL:		

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION
Complete this section only if adding new requestor(s). Attach additional pages if necessary.

If answering "yes" to any of the following questions, please provide additional information as an attachment. Please refer to ECL § 27-1407 for details.

	Y	N
1. Are any enforcement actions pending against the requestor regarding this site?	○	◉
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?	○	◉
3. Is the requestor subject to an outstanding claim by the Spill Fund for the site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	○	◉
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of (i) any provision of the subject law; (ii) any order or determination; (iii) any regulation implementing ECL Article 27 Title 14; or (iv) any similar statute or regulation of the state or federal government? If so, provide additional information as an attachment.	○	◉
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as site name, address, DEC site number, reason for denial, and any other relevant information.	○	◉
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting or contaminants?	○	◉
7. Has the requestor been convicted of a criminal offense (i) involving the handling, storing, treating, disposing or transporting of contaminants; or (ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state?	○	◉
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department?	○	◉

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION (continued)	Y	N
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application?	○	◉
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order?	○	◉
11. Are there any unregistered bulk storage tanks on-site which require registration?	○	◉

12. THE NEW REQUESTOR MUST CERTIFY THAT IT IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL § 27-1405(1) BY CHECKING ONE OF THE BOXES BELOW:

○ PARTICIPANT	◉ VOLUNTEER
A requestor who either (1) was the owner of the site at the time of the disposal of contamination or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of contamination.	A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of a hazardous waste or discharge of petroleum. NOTE: By checking this box, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that they have exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: (i) stop any continuing discharge; (ii) prevent any threatened future release; (iii) prevent or limit human, environmental or natural resource exposure to any previously released hazardous waste. **If a requestor's liability arises solely as a result of ownership, operation of or involvement with the site, they must submit a statement describing why they should be considered a volunteer – be specific as to the appropriate care taken.**

	N/A	Y	N
13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached?	○	◉	○

14. Requestor's relationship to the property (check all that apply):

☐ Prior Owner ☑ Current Owner ☐ Potential/Future Purchaser ☐ Other: _____

	N/A	Y	N
15. If the requestor is not the current site owner, proof of site access sufficient to complete the remediation must be submitted. Proof must show that the requestor will have access to the property before being added to the BCA and throughout the BCP project, including the ability to place an easement on the site. Is this proof attached?	○	◉	○

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NAME OF CURRENT APPLICANT(S): 470 Kent Ave Associates LLC	
INDEX NUMBER OF AGREEMENT: C224053-07-14	DATE OF ORIGINAL AGREEMENT: 09/08/14
APPLICANT'S SIGNATORY: Michael Witek	

SECTION II: NEW REQUESTOR INFORMATION *Complete this section only if adding new requestor(s) or the name of an existing requestor has changed.*		
NAME: 478 Kent Ave LLC		
ADDRESS: 152 W. 57th Street, 45th Floor		
CITY/TOWN: New York		ZIP CODE: 10019
PHONE: (212) 759-9777	EMAIL: mwitek@naftalilgroup.com	
REQUESTOR CONTACT: Michael Witek		
ADDRESS: 152 W. 57th Street, 45th Floor		
CITY/TOWN: New York		ZIP CODE: 10019
PHONE: (212) 759-9777	EMAIL: mwitek@naftalilgroup.com	
REQUESTOR'S CONSULTANT: Matthew M. Carroll, P.E.	CONTACT: Matthew Carroll	
ADDRESS: 1085 Sackett Avenue		
CITY/TOWN: Bronx		ZIP CODE: 10461
PHONE: (646) 606-2332	EMAIL: mcarroll@tenen-env.com	
REQUESTOR'S ATTORNEY: Sive, Paget & Riesel, P.C.	CONTACT: Michael Bogin	
ADDRESS: 560 Lexington Avenue, 15th Floor		
CITY/TOWN: New York		ZIP CODE: 10022
PHONE: (646) 378-7210	EMAIL: mbogin@sprlaw.com	

		Y	N
1.	Is the requestor authorized to conduct business in New York State?	◉	○
2.	If the requestor is a corporation, LLC, LLP, or other entity requiring authorization from the NYS Department of State (NYSDOS) to conduct business in NYS, the requestor's name must appear exactly as given above in the NYSDOS Corporation & Business Entity Database. A print-out of entity information from the NYSDOS database must be submitted with this application. Is this print-out attached?	◉	○
3.	Requestor must submit proof that the party signing this application and amendment has the authority to bind the requestor. This would be documentation showing the authority to bind the requestor in the form of corporate organizational papers, a Corporate Resolution or an Operating Agreement or Resolution for an LLC. Is this proof attached?	◉	○
4.	If the requestor is an LLC, the names of the members/owners must be provided. Is this information attached? **N/A** ○	◉	○

5. Describe the new requestor's relationship to all existing applicants:

The new requestor purchased one or more condominium units on the Site from existing applicant 470 Kent Ave Associates LLC.

SECTION III: CURRENT PROPERTY OWNER/OPERATOR INFORMATION *Complete this section only if a transfer of ownership has taken place. Attach additional pages if necessary.*			
Owner listed below is: ○ Existing Applicant ○ New Applicant ◉ Non-Applicant			
OWNER'S NAME: Williamsburg Wharf Condominium		CONTACT: Liz Polanco	
ADDRESS: c/o FirstService Residential, 575 Fifth Avenue			
CITY/TOWN: New York		ZIP CODE: 10017	
PHONE: (212) 634-5447	EMAIL: liz.polanco@fsresidential.com		
OPERATOR:		CONTACT:	
ADDRESS:			
CITY/TOWN:		ZIP CODE:	
PHONE:	EMAIL:		

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION
Complete this section only if adding new requestor(s). Attach additional pages if necessary.

If answering "yes" to any of the following questions, please provide additional information as an attachment. Please refer to ECL § 27-1407 for details.

	Y	N
1. Are any enforcement actions pending against the requestor regarding this site?	○	◉
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?	○	◉
3. Is the requestor subject to an outstanding claim by the Spill Fund for the site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	○	◉
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of (i) any provision of the subject law; (ii) any order or determination; (iii) any regulation implementing ECL Article 27 Title 14; or (iv) any similar statute or regulation of the state or federal government? If so, provide additional information as an attachment.	○	◉
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as site name, address, DEC site number, reason for denial, and any other relevant information.	○	◉
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting or contaminants?	○	◉
7. Has the requestor been convicted of a criminal offense (i) involving the handling, storing, treating, disposing or transporting of contaminants; or (ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state?	○	◉
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department?	○	◉

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION (continued)	Y	N
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application?	○	◉
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order?	○	◉
11. Are there any unregistered bulk storage tanks on-site which require registration?	○	◉

12. THE NEW REQUESTOR MUST CERTIFY THAT IT IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL § 27-1405(1) BY CHECKING ONE OF THE BOXES BELOW:

○ PARTICIPANT

A requestor who either (1) was the owner of the site at the time of the disposal of contamination or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of contamination.

◉ VOLUNTEER

A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of a hazardous waste or discharge of petroleum.

NOTE: By checking this box, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that they have exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: (i) stop any continuing discharge; (ii) prevent any threatened future release; (iii) prevent or limit human, environmental or natural resource exposure to any previously released hazardous waste.

If a requestor's liability arises solely as a result of ownership, operation of or involvement with the site, they must submit a statement describing why they should be considered a volunteer – be specific as to the appropriate care taken.

	N/A	Y	N
13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached?	○	◉	○

14. Requestor's relationship to the property (check all that apply):

☐ Prior Owner ☐ Current Owner ☐ Potential/Future Purchaser ☑ Other: Condo unit owner

	N/A	Y	N
15. If the requestor is not the current site owner, proof of site access sufficient to complete the remediation must be submitted. Proof must show that the requestor will have access to the property before being added to the BCA and throughout the BCP project, including the ability to place an easement on the site. Is this proof attached?	○	◉	○

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NAME OF CURRENT APPLICANT(S): 470 Kent Ave Associates LLC	
INDEX NUMBER OF AGREEMENT: C224053-07-14	DATE OF ORIGINAL AGREEMENT: 09/08/14
APPLICANT'S SIGNATORY: Michael Witek	

SECTION II: NEW REQUESTOR INFORMATION *Complete this section only if adding new requestor(s) or the name of an existing requestor has changed.*		
NAME: 482 Kent Ave LLC		
ADDRESS: 152 W. 57th Street, 45th Floor		
CITY/TOWN: New York		ZIP CODE: 10019
PHONE: (212) 759-9777	EMAIL: mwitek@naftalilgroup.com	
REQUESTOR CONTACT: Michael Witek		
ADDRESS: 152 W. 57th Street, 45th Floor		
CITY/TOWN: New York		ZIP CODE: 10019
PHONE: (212) 759-9777	EMAIL: mwitek@naftalilgroup.com	
REQUESTOR'S CONSULTANT: Matthew M. Carroll, P.E.	CONTACT: Matthew Carroll	
ADDRESS: 1085 Sackett Avenue		
CITY/TOWN: Bronx		ZIP CODE: 10461
PHONE: (646) 606-2332	EMAIL: mcarroll@tenen-env.com	
REQUESTOR'S ATTORNEY: Sive, Paget & Riesel, P.C.	CONTACT: Michael Bogin	
ADDRESS: 560 Lexington Avenue, 15th Floor		
CITY/TOWN: New York		ZIP CODE: 10022
PHONE: (646) 378-7210	EMAIL: mbogin@sprlaw.com	

		Y	N
1.	Is the requestor authorized to conduct business in New York State?	◉	○
2.	If the requestor is a corporation, LLC, LLP, or other entity requiring authorization from the NYS Department of State (NYSDOS) to conduct business in NYS, the requestor's name must appear exactly as given above in the NYSDOS Corporation & Business Entity Database. A print-out of entity information from the NYSDOS database must be submitted with this application. Is this print-out attached?	◉	○
3.	Requestor must submit proof that the party signing this application and amendment has the authority to bind the requestor. This would be documentation showing the authority to bind the requestor in the form of corporate organizational papers, a Corporate Resolution or an Operating Agreement or Resolution for an LLC. Is this proof attached?	◉	○
4.	If the requestor is an LLC, the names of the members/owners must be provided. Is this information attached? **N/A** ○	◉	○

5. Describe the new requestor's relationship to all existing applicants:

The new requestor purchased one or more condominium units on the Site from existing applicant 470 Kent Ave Associates LLC.

SECTION III: CURRENT PROPERTY OWNER/OPERATOR INFORMATION *Complete this section only if a transfer of ownership has taken place. Attach additional pages if necessary.*			
Owner listed below is: ◯ Existing Applicant ◯ New Applicant ◉ Non-Applicant			
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ADDRESS: c/o FirstService Residential, 575 Fifth Avenue			
CITY/TOWN: New York		ZIP CODE: 10017	
PHONE: (212) 634-5447	EMAIL: liz.polanco@fsresidential.com		
OPERATOR:		CONTACT:	
ADDRESS:			
CITY/TOWN:		ZIP CODE:	
PHONE:	EMAIL:		

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION
Complete this section only if adding new requestor(s). Attach additional pages if necessary.

If answering "yes" to any of the following questions, please provide additional information as an attachment. Please refer to ECL § 27-1407 for details.

	Y	N
1. Are any enforcement actions pending against the requestor regarding this site?	◯	◉
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?	◯	◉
3. Is the requestor subject to an outstanding claim by the Spill Fund for the site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	◯	◉
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of (i) any provision of the subject law; (ii) any order or determination; (iii) any regulation implementing ECL Article 27 Title 14; or (iv) any similar statute or regulation of the state or federal government? If so, provide additional information as an attachment.	◯	◉
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as site name, address, DEC site number, reason for denial, and any other relevant information.	◯	◉
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting or contaminants?	◯	◉
7. Has the requestor been convicted of a criminal offense (i) involving the handling, storing, treating, disposing or transporting of contaminants; or (ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state?	◯	◉
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department?	◯	◉

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION (continued)	Y	N
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application?	○	◉
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	N/A	Y	N
13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached?	○	◉	○

14. Requestor's relationship to the property (check all that apply):

☐ Prior Owner ☐ Current Owner ☐ Potential/Future Purchaser ☑ Other: Condo unit owner

	N/A	Y	N
15. If the requestor is not the current site owner, proof of site access sufficient to complete the remediation must be submitted. Proof must show that the requestor will have access to the property before being added to the BCA and throughout the BCP project, including the ability to place an easement on the site. Is this proof attached?	○	◉	○

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INDEX NUMBER OF AGREEMENT: C224053-07-14	DATE OF ORIGINAL AGREEMENT: 09/08/14
APPLICANT'S SIGNATORY: Michael Witek	

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NAME: 482 Kent Ave Retail LLC		
ADDRESS: 152 W. 57th Street, 45th Floor		
CITY/TOWN: New York		ZIP CODE: 10019
PHONE: (212) 759-9777	EMAIL: mwitek@naftalilgroup.com	
REQUESTOR CONTACT: Michael Witek		
ADDRESS: 152 W. 57th Street, 45th Floor		
CITY/TOWN: New York		ZIP CODE: 10019
PHONE: (212) 759-9777	EMAIL: mwitek@naftalilgroup.com	
REQUESTOR'S CONSULTANT: Matthew M. Carroll, P.E.	CONTACT: Matthew Carroll	
ADDRESS: 1085 Sackett Avenue		
CITY/TOWN: Bronx		ZIP CODE: 10461
PHONE: (646) 606-2332	EMAIL: mcarroll@tenen-env.com	
REQUESTOR'S ATTORNEY: Sive, Paget & Riesel, P.C.	CONTACT: Michael Bogin	
ADDRESS: 560 Lexington Avenue, 15th Floor		
CITY/TOWN: New York		ZIP CODE: 10022
PHONE: (646) 378-7210	EMAIL: mbogin@sprlaw.com	

		Y	N
1.	Is the requestor authorized to conduct business in New York State?	◉	○
2.	If the requestor is a corporation, LLC, LLP, or other entity requiring authorization from the NYS Department of State (NYSDOS) to conduct business in NYS, the requestor's name must appear exactly as given above in the NYSDOS Corporation & Business Entity Database. A print-out of entity information from the NYSDOS database must be submitted with this application. Is this print-out attached?	◉	○
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4.	If the requestor is an LLC, the names of the members/owners must be provided. Is this information attached? **N/A** ○	◉	○

5. Describe the new requestor's relationship to all existing applicants:

The new requestor purchased one or more condominium units on the Site from existing applicant 470 Kent Ave Associates LLC.

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ADDRESS: c/o FirstService Residential, 575 Fifth Avenue			
CITY/TOWN: New York		ZIP CODE: 10017	
PHONE: (212) 634-5447	EMAIL: liz.polanco@fsresidential.com		
OPERATOR:		CONTACT:	
ADDRESS:			
CITY/TOWN:		ZIP CODE:	
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Complete this section only if adding new requestor(s). Attach additional pages if necessary.

If answering "yes" to any of the following questions, please provide additional information as an attachment. Please refer to ECL § 27-1407 for details.

	Y	N
1. Are any enforcement actions pending against the requestor regarding this site?	○	●
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?	○	●
3. Is the requestor subject to an outstanding claim by the Spill Fund for the site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	○	●
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of (i) any provision of the subject law; (ii) any order or determination; (iii) any regulation implementing ECL Article 27 Title 14; or (iv) any similar statute or regulation of the state or federal government? If so, provide additional information as an attachment.	○	●
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as site name, address, DEC site number, reason for denial, and any other relevant information.	○	●
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting or contaminants?	○	●
7. Has the requestor been convicted of a criminal offense (i) involving the handling, storing, treating, disposing or transporting of contaminants; or (ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state?	○	●
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department?	○	●

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION (continued)	Y	N
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application?	○	◉
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order?	○	◉
11. Are there any unregistered bulk storage tanks on-site which require registration?	○	◉

12. THE NEW REQUESTOR MUST CERTIFY THAT IT IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL § 27-1405(1) BY CHECKING ONE OF THE BOXES BELOW:

○ PARTICIPANT A requestor who either (1) was the owner of the site at the time of the disposal of contamination or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of contamination.	◉ VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of a hazardous waste or discharge of petroleum. NOTE: By checking this box, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that they have exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: (i) stop any continuing discharge; (ii) prevent any threatened future release; (iii) prevent or limit human, environmental or natural resource exposure to any previously released hazardous waste. **If a requestor's liability arises solely as a result of ownership, operation of or involvement with the site, they must submit a statement describing why they should be considered a volunteer – be specific as to the appropriate care taken.**

	N/A	Y	N
13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached?	○	◉	○

14. Requestor's relationship to the property (check all that apply):

☐ Prior Owner ☐ Current Owner ☐ Potential/Future Purchaser ☑ Other: Condo unit owner

	N/A	Y	N
15. If the requestor is not the current site owner, proof of site access sufficient to complete the remediation must be submitted. Proof must show that the requestor will have access to the property before being added to the BCA and throughout the BCP project, including the ability to place an easement on the site. Is this proof attached?	○	◉	○

SECTION I: CURRENT AGREEMENT INFORMATION *This section must be completed in full. Attach additional pages as necessary.*	
BCP SITE NAME: 470 Kent Avenue	BCP SITE NUMBER: C224053
NAME OF CURRENT APPLICANT(S): 470 Kent Ave Associates LLC	
INDEX NUMBER OF AGREEMENT: C224053-07-14	DATE OF ORIGINAL AGREEMENT: 09/08/14
APPLICANT'S SIGNATORY: Michael Witek	

SECTION II: NEW REQUESTOR INFORMATION *Complete this section only if adding new requestor(s) or the name of an existing requestor has changed.*		
NAME: Wharf Way Parking LLC		
ADDRESS: 152 W. 57th Street, 45th Floor		
CITY/TOWN: New York	ZIP CODE: 10019	
PHONE: (212) 759-9777	EMAIL: mwitek@naftalilgroup.com	
REQUESTOR CONTACT: Michael Witek		
ADDRESS: 152 W. 57th Street, 45th Floor		
CITY/TOWN: New York	ZIP CODE: 10019	
PHONE: (212) 759-9777	EMAIL: mwitek@naftalilgroup.com	
REQUESTOR'S CONSULTANT: Matthew M. Carroll, P.E.	CONTACT: Matthew Carroll	
ADDRESS: 1085 Sackett Avenue		
CITY/TOWN: Bronx	ZIP CODE: 10461	
PHONE: (646) 606-2332	EMAIL: mcarroll@tenen-env.com	
REQUESTOR'S ATTORNEY: Sive, Paget & Riesel, P.C.	CONTACT: Michael Bogin	
ADDRESS: 560 Lexington Avenue, 15th Floor		
CITY/TOWN: New York	ZIP CODE: 10022	
PHONE: (646) 378-7210	EMAIL: mbogin@sprlaw.com	

		Y	N
1.	Is the requestor authorized to conduct business in New York State?	◉	○
2.	If the requestor is a corporation, LLC, LLP, or other entity requiring authorization from the NYS Department of State (NYSDOS) to conduct business in NYS, the requestor's name must appear exactly as given above in the NYSDOS Corporation & Business Entity Database. A print-out of entity information from the NYSDOS database must be submitted with this application. Is this print-out attached?	◉	○
3.	Requestor must submit proof that the party signing this application and amendment has the authority to bind the requestor. This would be documentation showing the authority to bind the requestor in the form of corporate organizational papers, a Corporate Resolution or an Operating Agreement or Resolution for an LLC. Is this proof attached?	◉	○
4.	If the requestor is an LLC, the names of the members/owners must be provided. Is this information attached? **N/A** ○	◉	○

5. Describe the new requestor's relationship to all existing applicants:

The new requestor purchased one or more condominium units on the Site from existing applicant 470 Kent Ave Associates LLC.

SECTION III: CURRENT PROPERTY OWNER/OPERATOR INFORMATION *Complete this section only if a transfer of ownership has taken place. Attach additional pages if necessary.*			
Owner listed below is: ○ Existing Applicant ○ New Applicant ◉ Non-Applicant			
OWNER'S NAME: Williamsburg Wharf Condominium		CONTACT: Liz Polanco	
ADDRESS: c/o FirstService Residential, 575 Fifth Avenue			
CITY/TOWN: New York		ZIP CODE: 10017	
PHONE: (212) 634-5447	EMAIL: liz.polanco@fsresidential.com		
OPERATOR:		CONTACT:	
ADDRESS:			
CITY/TOWN:		ZIP CODE:	
PHONE:	EMAIL:		

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION
Complete this section only if adding new requestor(s). Attach additional pages if necessary.

If answering "yes" to any of the following questions, please provide additional information as an attachment. Please refer to ECL § 27-1407 for details.

	Y	N
1. Are any enforcement actions pending against the requestor regarding this site?	○	◉
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?	○	◉
3. Is the requestor subject to an outstanding claim by the Spill Fund for the site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	○	◉
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of (i) any provision of the subject law; (ii) any order or determination; (iii) any regulation implementing ECL Article 27 Title 14; or (iv) any similar statute or regulation of the state or federal government? If so, provide additional information as an attachment.	○	◉
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as site name, address, DEC site number, reason for denial, and any other relevant information.	○	◉
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting or contaminants?	○	◉
7. Has the requestor been convicted of a criminal offense (i) involving the handling, storing, treating, disposing or transporting of contaminants; or (ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state?	○	◉
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department?	○	◉

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION (continued)	Y	N
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application?	○	◉
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order?	○	◉
11. Are there any unregistered bulk storage tanks on-site which require registration?	○	◉

12. THE NEW REQUESTOR MUST CERTIFY THAT IT IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL § 27-1405(1) BY CHECKING ONE OF THE BOXES BELOW:

○ PARTICIPANT	◉ VOLUNTEER
A requestor who either (1) was the owner of the site at the time of the disposal of contamination or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of contamination.	A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of a hazardous waste or discharge of petroleum. NOTE: By checking this box, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that they have exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: (i) stop any continuing discharge; (ii) prevent any threatened future release; (iii) prevent or limit human, environmental or natural resource exposure to any previously released hazardous waste. **If a requestor's liability arises solely as a result of ownership, operation of or involvement with the site, they must submit a statement describing why they should be considered a volunteer – be specific as to the appropriate care taken.**

	N/A	Y	N
13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached?	○	◉	○

14. Requestor's relationship to the property (check all that apply):

☐ Prior Owner ☐ Current Owner ☐ Potential/Future Purchaser ☑ Other: Condo unit owner

	N/A	Y	N
15. If the requestor is not the current site owner, proof of site access sufficient to complete the remediation must be submitted. Proof must show that the requestor will have access to the property before being added to the BCA and throughout the BCP project, including the ability to place an easement on the site. Is this proof attached?	○	◉	○

SECTION I: CURRENT AGREEMENT INFORMATION *This section must be completed in full. Attach additional pages as necessary.*	
BCP SITE NAME: 470 Kent Avenue	BCP SITE NUMBER: C224053
NAME OF CURRENT APPLICANT(S): 470 Kent Ave Associates LLC	
INDEX NUMBER OF AGREEMENT: C224053-07-14	DATE OF ORIGINAL AGREEMENT: 09/08/14
APPLICANT'S SIGNATORY: Michael Witek	

SECTION II: NEW REQUESTOR INFORMATION *Complete this section only if adding new requestor(s) or the name of an existing requestor has changed.*		
NAME: 11 Wharf Way LLC		
ADDRESS: 152 W. 57th Street, 45th Floor		
CITY/TOWN: New York		ZIP CODE: 10019
PHONE: (212) 759-9777	EMAIL: mwitek@naftalilgroup.com	
REQUESTOR CONTACT: Michael Witek		
ADDRESS: 152 W. 57th Street, 45th Floor		
CITY/TOWN: New York		ZIP CODE: 10019
PHONE: (212) 759-9777	EMAIL: mwitek@naftalilgroup.com	
REQUESTOR'S CONSULTANT: Matthew M. Carroll, P.E.	CONTACT: Matthew Carroll	
ADDRESS: 1085 Sackett Avenue		
CITY/TOWN: Bronx		ZIP CODE: 10461
PHONE: (646) 606-2332	EMAIL: mcarroll@tenen-env.com	
REQUESTOR'S ATTORNEY: Sive, Paget & Riesel, P.C.	CONTACT: Michael Bogin	
ADDRESS: 560 Lexington Avenue, 15th Floor		
CITY/TOWN: New York		ZIP CODE: 10022
PHONE: (646) 378-7210	EMAIL: mbogin@sprlaw.com	

		Y	N
1.	Is the requestor authorized to conduct business in New York State?	◉	○
2.	If the requestor is a corporation, LLC, LLP, or other entity requiring authorization from the NYS Department of State (NYSDOS) to conduct business in NYS, the requestor's name must appear exactly as given above in the NYSDOS Corporation & Business Entity Database. A print-out of entity information from the NYSDOS database must be submitted with this application. Is this print-out attached?	◉	○
3.	Requestor must submit proof that the party signing this application and amendment has the authority to bind the requestor. This would be documentation showing the authority to bind the requestor in the form of corporate organizational papers, a Corporate Resolution or an Operating Agreement or Resolution for an LLC. Is this proof attached?	◉	○
4.	If the requestor is an LLC, the names of the members/owners must be provided. Is this information attached? **N/A** ○	◉	○

5. Describe the new requestor's relationship to all existing applicants:

The new requestor purchased one or more condominium units on the Site from existing applicant 470 Kent Ave Associates LLC.

SECTION III: CURRENT PROPERTY OWNER/OPERATOR INFORMATION *Complete this section only if a transfer of ownership has taken place. Attach additional pages if necessary.*			
Owner listed below is: ◯ Existing Applicant ◯ New Applicant ◉ Non-Applicant			
OWNER'S NAME: Williamsburg Wharf Condominium		CONTACT: Liz Polanco	
ADDRESS: c/o FirstService Residential, 575 Fifth Avenue			
CITY/TOWN: New York		ZIP CODE: 10017	
PHONE: (212) 634-5447	EMAIL: liz.polanco@fsresidential.com		
OPERATOR:		CONTACT:	
ADDRESS:			
CITY/TOWN:		ZIP CODE:	
PHONE:	EMAIL:		

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION
Complete this section only if adding new requestor(s). Attach additional pages if necessary.

If answering "yes" to any of the following questions, please provide additional information as an attachment. Please refer to ECL § 27-1407 for details.

	Y	N
1. Are any enforcement actions pending against the requestor regarding this site?	◯	◉
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?	◯	◉
3. Is the requestor subject to an outstanding claim by the Spill Fund for the site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	◯	◉
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of (i) any provision of the subject law; (ii) any order or determination; (iii) any regulation implementing ECL Article 27 Title 14; or (iv) any similar statute or regulation of the state or federal government? If so, provide additional information as an attachment.	◯	◉
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as site name, address, DEC site number, reason for denial, and any other relevant information.	◯	◉
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting or contaminants?	◯	◉
7. Has the requestor been convicted of a criminal offense (i) involving the handling, storing, treating, disposing or transporting of contaminants; or (ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state?	◯	◉
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department?	◯	◉

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION (continued)	Y	N
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application?	○	◉
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order?	○	◉
11. Are there any unregistered bulk storage tanks on-site which require registration?	○	◉

12. THE NEW REQUESTOR MUST CERTIFY THAT IT IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL § 27-1405(1) BY CHECKING ONE OF THE BOXES BELOW:

○ PARTICIPANT A requestor who either (1) was the owner of the site at the time of the disposal of contamination or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of contamination.	◉ VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of a hazardous waste or discharge of petroleum. NOTE: By checking this box, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that they have exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: (i) stop any continuing discharge; (ii) prevent any threatened future release; (iii) prevent or limit human, environmental or natural resource exposure to any previously released hazardous waste. **If a requestor's liability arises solely as a result of ownership, operation of or involvement with the site, they must submit a statement describing why they should be considered a volunteer – be specific as to the appropriate care taken.**

	N/A	Y	N
13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached?	○	◉	○

14. Requestor's relationship to the property (check all that apply):

☐ Prior Owner ☐ Current Owner ☐ Potential/Future Purchaser ☑ Other: Condo unit owner

	N/A	Y	N
15. If the requestor is not the current site owner, proof of site access sufficient to complete the remediation must be submitted. Proof must show that the requestor will have access to the property before being added to the BCA and throughout the BCP project, including the ability to place an easement on the site. Is this proof attached?	○	◉	○

SECTION I: CURRENT AGREEMENT INFORMATION *This section must be completed in full. Attach additional pages as necessary.*	
BCP SITE NAME: 470 Kent Avenue	BCP SITE NUMBER: C224053
NAME OF CURRENT APPLICANT(S): 470 Kent Ave Associates LLC	
INDEX NUMBER OF AGREEMENT: C224053-07-14	DATE OF ORIGINAL AGREEMENT: 09/08/14
APPLICANT'S SIGNATORY: Michael Witek	

SECTION II: NEW REQUESTOR INFORMATION *Complete this section only if adding new requestor(s) or the name of an existing requestor has changed.*		
NAME: 11 Wharf Way Retail LLC		
ADDRESS: 152 W. 57th Street, 45th Floor		
CITY/TOWN: New York		ZIP CODE: 10019
PHONE: (212) 759-9777	EMAIL: mwitek@naftalilgroup.com	
REQUESTOR CONTACT: Michael Witek		
ADDRESS: 152 W. 57th Street, 45th Floor		
CITY/TOWN: New York		ZIP CODE: 10019
PHONE: (212) 759-9777	EMAIL: mwitek@naftalilgroup.com	
REQUESTOR'S CONSULTANT: Matthew M. Carroll, P.E.	CONTACT: Matthew Carroll	
ADDRESS: 1085 Sackett Avenue		
CITY/TOWN: Bronx		ZIP CODE: 10461
PHONE: (646) 606-2332	EMAIL: mcarroll@tenen-env.com	
REQUESTOR'S ATTORNEY: Sive, Paget & Riesel, P.C.	CONTACT: Michael Bogin	
ADDRESS: 560 Lexington Avenue, 15th Floor		
CITY/TOWN: New York		ZIP CODE: 10022
PHONE: (646) 378-7210	EMAIL: mbogin@sprlaw.com	

		Y	N
1.	Is the requestor authorized to conduct business in New York State?	◉	○
2.	If the requestor is a corporation, LLC, LLP, or other entity requiring authorization from the NYS Department of State (NYSDOS) to conduct business in NYS, the requestor's name must appear exactly as given above in the NYSDOS Corporation & Business Entity Database. A print-out of entity information from the NYSDOS database must be submitted with this application. Is this print-out attached?	◉	○
3.	Requestor must submit proof that the party signing this application and amendment has the authority to bind the requestor. This would be documentation showing the authority to bind the requestor in the form of corporate organizational papers, a Corporate Resolution or an Operating Agreement or Resolution for an LLC. Is this proof attached?	◉	○
4.	If the requestor is an LLC, the names of the members/owners must be provided. Is this information attached? **N/A** ○	◉	○

5. Describe the new requestor's relationship to all existing applicants:

The new requestor purchased one or more condominium units on the Site from existing applicant 470 Kent Ave Associates LLC.

SECTION III: CURRENT PROPERTY OWNER/OPERATOR INFORMATION *Complete this section only if a transfer of ownership has taken place. Attach additional pages if necessary.*			
Owner listed below is: ○ Existing Applicant ○ New Applicant ◉ Non-Applicant			
OWNER'S NAME: Williamsburg Wharf Condominium		CONTACT: Liz Polanco	
ADDRESS: c/o FirstService Residential, 575 Fifth Avenue			
CITY/TOWN: New York		ZIP CODE: 10017	
PHONE: (212) 634-5447	EMAIL: liz.polanco@fsresidential.com		
OPERATOR:		CONTACT:	
ADDRESS:			
CITY/TOWN:		ZIP CODE:	
PHONE:	EMAIL:		

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION
Complete this section only if adding new requestor(s). Attach additional pages if necessary.

If answering "yes" to any of the following questions, please provide additional information as an attachment. Please refer to ECL § 27-1407 for details.

	Y	N
1. Are any enforcement actions pending against the requestor regarding this site?	○	◉
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?	○	◉
3. Is the requestor subject to an outstanding claim by the Spill Fund for the site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	○	◉
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of (i) any provision of the subject law; (ii) any order or determination; (iii) any regulation implementing ECL Article 27 Title 14; or (iv) any similar statute or regulation of the state or federal government? If so, provide additional information as an attachment.	○	◉
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as site name, address, DEC site number, reason for denial, and any other relevant information.	○	◉
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting or contaminants?	○	◉
7. Has the requestor been convicted of a criminal offense (i) involving the handling, storing, treating, disposing or transporting of contaminants; or (ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state?	○	◉
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department?	○	◉

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION (continued)	Y	N
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application?	○	◉
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order?	○	◉
11. Are there any unregistered bulk storage tanks on-site which require registration?	○	◉

12. THE NEW REQUESTOR MUST CERTIFY THAT IT IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL § 27-1405(1) BY CHECKING ONE OF THE BOXES BELOW:

○ PARTICIPANT	◉ VOLUNTEER
A requestor who either (1) was the owner of the site at the time of the disposal of contamination or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of contamination.	A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of a hazardous waste or discharge of petroleum. NOTE: By checking this box, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that they have exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: (i) stop any continuing discharge; (ii) prevent any threatened future release; (iii) prevent or limit human, environmental or natural resource exposure to any previously released hazardous waste. **If a requestor's liability arises solely as a result of ownership, operation of or involvement with the site, they must submit a statement describing why they should be considered a volunteer – be specific as to the appropriate care taken.**

	N/A	Y	N
13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached?	○	◉	○

14. Requestor's relationship to the property (check all that apply):

☐ Prior Owner ☐ Current Owner ☐ Potential/Future Purchaser ☑ Other: Condo unit owner

	N/A	Y	N
15. If the requestor is not the current site owner, proof of site access sufficient to complete the remediation must be submitted. Proof must show that the requestor will have access to the property before being added to the BCA and throughout the BCP project, including the ability to place an easement on the site. Is this proof attached?	○	◉	○

Site Code: C224053

See Attachment 1 for more information and relevant documents

SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES

Complete this section only if property is being added to or removed from the site, a lot merger or other change to site SBL(s) has occurred, or if modifying the site address for any reason.

1. Property information on current agreement (as modified by any previous amendments, if applicable):

ADDRESS: 462-490 Kent Avenue and 1-9 Division Avenue

CITY/TOWN: Brooklyn | ZIP CODE: 10019

CURRENT PROPERTY INFORMATION | TOTAL ACREAGE OF CURRENT SITE:

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE
462-490 Kent Avenue	3	2134	1	2.26
1-9 Division Avenue	3	2134	p/o 150	1.38

2. Requested change (check appropriate boxes below):

a. Addition of property (may require additional citizen participation depending on the nature of the expansion – see instructions)

PARCELS ADDED:

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE

TOTAL ACREAGE TO BE ADDED: _____

b. Reduction of property

PARCELS REMOVED:

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE

TOTAL ACREAGE TO BE REMOVED: _____

c. Change to SBL (e.g., lot merge, subdivision, address change)

NEW PROPERTY INFORMATION:

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE
478-480 Kent Avenue, 482 Kent Avenue, and 11 Wharf Way	3	2134	1401-1497	2.26
1-9 Division Avenue	3	2134	p/o 150	1.38

3. TOTAL REVISED SITE ACREAGE: N/A

4. For all changes requested in this section, documentation must be provided. Required attachments are listed in the application instructions. Is the required documentation attached? Y (●) N ( )

SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES (continued)

Complete this section for any addition of property. Use additional copies of this section as necessary.

5. Property information for parcels being added to the BCA

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE

CURRENT OWNER:	CONTACT NAME:		
ADDRESS:			
CITY:	STATE:	ZIP:	
PHONE:	EMAIL:		
OWNERSHIP START DATE:			
CURRENT OPERATOR:	CONTACT NAME:		
PHONE:	EMAIL:		

REQUESTOR RELATIONSHIP TO NEW PROPERTY (*select from below)*

☐ PREVIOUS OWNER ☐ CURRENT OWNER ☐ POTENTIAL/FUTURE PURCHASER ☐ OTHER: _____

If the applicant is not the current owner of the property, documentation demonstrating site access (which includes the ability to place an environmental easement on the site) must be provided. If the applicant currently owns the property being added to the site, a copy of the deed must be included.

IS PROOF OF ACCESS / OWNERSHIP ATTACHED? ◯ YES ◯ NO ◯ N/A

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE

CURRENT OWNER:	CONTACT NAME:		
ADDRESS:			
CITY:	STATE:	ZIP:	
PHONE:	EMAIL:		
OWNERSHIP START DATE:			
CURRENT OPERATOR:	CONTACT NAME:		
PHONE:	EMAIL:		

REQUESTOR RELATIONSHIP TO NEW PROPERTY (*select from below)*

☐ PREVIOUS OWNER ☐ CURRENT OWNER ☐ POTENTIAL/FUTURE PURCHASER ☐ OTHER: _____

If the applicant is not the current owner of the property, documentation demonstrating site access (which includes the ability to place an environmental easement on the site) must be provided. If the applicant currently owns the property being added to the site, a copy of the deed must be included.

IS PROOF OF ACCESS / OWNERSHIP ATTACHED? ◯ YES ◯ NO ◯ N/A

6. Data supporting the addition of property to the site must be included. Please refer to the instructions for a list of required tables and figures.

ARE THE REQUIRED FIGURES AND TABLES ATTACHED?

◯ YES ◯ NO ◯ N/A (land being added has been merged with an existing BCP lot and the applicant is not seeking to add more than an insignificant acreage of property to the BCA)

APPLICATION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT SUPPLEMENT QUESTIONS FOR SITE SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY

Complete this section only if the site is located within the five counties comprising New York City and the requestor is seeking a determination of eligibility for tangible property credits. Provide supporting documentation as required. Refer to the application instructions for additional information.

	Y	N
1. Is the site located in Bronx, Kings, New York, Queens or Richmond County?	○	○
2. Is the requestor seeking a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit?	○	○
3. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see DEC's website for more information.	○	○
4. Is the property upside down as defined below? **From ECL 27-1405(31):** "Upside down" shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.	○	○
5. <u>For new tax parcels being added to the BCA through this amendment ONLY</u>: Are the parcels being added underutilized as defined below? **From 6 NYCRR 375-3.2(l) as of August 12, 2016** (Please note: Eligibility determination for the underutilized category for the new tax parcels can only be made at the time of amendment application): 375-3.2: (l) "Underutilized" means, as of the date of application, real property on which no more than fifty percent of the permissible floor area of the building or buildings is certified by the applicant to have been used under the applicable base zoning for at least three years prior to the application, which zoning has been in effect for at least three years; and (1) the proposed use is at least 75 percent for industrial uses; or (2) at which: (i) the proposed use is at least 75 percent for commercial or commercial and industrial uses; (ii) the proposed development could not take place without substantial government assistance, as certified by the municipality in which the site is located; and (iii) one or more of the following conditions exists, as certified by the applicant: (a) property tax payments have been in arrears for at least five years immediately prior to the application; (b) a building is presently condemned, or presently exhibits documented structural deficiencies, as certified by a professional engineer, which present a public health or safety hazard; or (c) there are no structures. "Substantial government assistance" shall mean a substantial loan, grant, land purchase subsidy, land purchase cost exemption or waiver, or tax credit, or some combination thereof, from a governmental entity.	○	○

6. Is the project and affordable housing project as defined below?

From 6 NYCRR 375-3.2(a) as of August 12, 2016:

(a) “Affordable housing project” means, for purposes of this part, title fourteen of article twenty-seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units.

(1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency’s affordable housing program, or a local government’s regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants’ household’s annual gross income.

(2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency’s affordable housing program, or a local government’s regulatory agreement or legally binding restriction, which sets affordable units aside for homeowners at a defined maximum percentage of the area median income.

(3) “Area median income” means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States Department of Housing and Urban Development, or its successor, for a family of four, as adjusted for family size.

7. Is the project a planned renewable energy facility site as defined below?

From ECL 27-1405(33) as of April 9, 2022:

“Renewable energy facility site" shall mean real property (a) this is used for a renewable energy system, as defined in section sixty-six-p of the public service law; or (b) any co-located system storing energy generated from such a renewable energy system prior to delivering it to the bulk transmission, sub-transmission, or distribution system.

From Public Service Law Article 4 Section 66-p as of April 23, 2021:

(b) "renewable energy systems" means systems that generate electricity or thermal energy through use of the following technologies: solar thermal, photovoltaics, on land and offshore wind, hydroelectric, geothermal electric, geothermal ground source heat, tidal energy, wave energy, ocean thermal, and fuel cells which do not utilize a fossil fuel resource in the process of generating electricity.

8. Is the site located within a disadvantaged community, within a designated Brownfield Opportunity Area, and meets the conformance determinations pursuant to subdivision ten of section nine-hundred-seventy-r of the general municipal law?

From ECL 75-0111 as of April 9, 2022:

(5) "Disadvantaged communities" means communities that bear the burdens of negative public health effects, environmental pollution, impacts of climate change, and possess certain socioeconomic criteria, or comprise high-concentrations of low- and moderate-income households, as identified pursuant to section 75-0111 of this article.

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT	
EXISTING AGREEMENT INFORMATION	
BCP SITE NAME: 470 Kent Avenue	BCP SITE NUMBER: C224053
NAME OF CURRENT APPLICANT(S): 470 Kent Ave Associates LLC	
INDEX NUMBER OF AGREEMENT: C224053-07-14	DATE OF ORIGINAL AGREEMENT: 09/08/14

Declaration of Amendment:

By the requestor(s) and/or applicant(s) signature(s) below, and subsequent signature by the Department, the above application to amend the Brownfield Cleanup Agreement described above is hereby approved. This Amendment is made in accordance with and subject to all of the BCA and all applicable guidance, regulations and state laws applicable thereto. All other substantive and procedural terms of the Agreement will remain unchanged and in full force and effect regarding the parties to the Agreement.

Nothing contained herein constitutes a waiver by the Department or the State of New York of any rights held in accordance with the Agreement or any applicable state and/or federal law or a release for any party from obligations held under the Agreement or those same laws.

STATEMENT OF CERTIFICATION AND SIGNATURES: NEW REQUESTOR

Complete the appropriate section (individual or entity) below only if this Amendment adds a new requestor. Attach additional pages as needed.

(Individual)

I hereby affirm that the information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Authorized Signatory (title) of 470 Kent Ave Associates II LLC (entity); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

_____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 07/20/26 Signature: _____

Print Name: Michael Witek

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT	
EXISTING AGREEMENT INFORMATION	
BCP SITE NAME: 470 Kent Avenue	BCP SITE NUMBER: C224053
NAME OF CURRENT APPLICANT(S): 470 Kent Ave Associates LLC	
INDEX NUMBER OF AGREEMENT: C224053-07-14	DATE OF ORIGINAL AGREEMENT: 09/08/14

Declaration of Amendment:

By the requestor(s) and/or applicant(s) signature(s) below, and subsequent signature by the Department, the above application to amend the Brownfield Cleanup Agreement described above is hereby approved. This Amendment is made in accordance with and subject to all of the BCA and all applicable guidance, regulations and state laws applicable thereto. All other substantive and procedural terms of the Agreement will remain unchanged and in full force and effect regarding the parties to the Agreement.

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STATEMENT OF CERTIFICATION AND SIGNATURES: NEW REQUESTOR

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(Individual)

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Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Authorized Signatory (title) of 478 Kent Ave LLC (entity); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

_____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 07/30/26 Signature: _____

Print Name: Michael Witek

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT	
EXISTING AGREEMENT INFORMATION	
BCP SITE NAME: 470 Kent Avenue	BCP SITE NUMBER: C224053
NAME OF CURRENT APPLICANT(S): 470 Kent Ave Associates LLC	
INDEX NUMBER OF AGREEMENT: C224053-07-14	DATE OF ORIGINAL AGREEMENT: 09/08/14

Declaration of Amendment:

By the requestor(s) and/or applicant(s) signature(s) below, and subsequent signature by the Department, the above application to amend the Brownfield Cleanup Agreement described above is hereby approved. This Amendment is made in accordance with and subject to all of the BCA and all applicable guidance, regulations and state laws applicable thereto. All other substantive and procedural terms of the Agreement will remain unchanged and in full force and effect regarding the parties to the Agreement.

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STATEMENT OF CERTIFICATION AND SIGNATURES: NEW REQUESTOR

Complete the appropriate section (individual or entity) below only if this Amendment adds a new requestor. Attach additional pages as needed.

(Individual)

I hereby affirm that the information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Authorized Signatory (title) of 482 Kent Ave LLC (entity); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

_____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 07/30/26 Signature: _____

Print Name: Michael Witek

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT	
EXISTING AGREEMENT INFORMATION	
BCP SITE NAME: 470 Kent Avenue	BCP SITE NUMBER: C224053
NAME OF CURRENT APPLICANT(S): 470 Kent Ave Associates LLC	
INDEX NUMBER OF AGREEMENT: C224053-07-14	DATE OF ORIGINAL AGREEMENT: 09/08/14

Declaration of Amendment:

By the requestor(s) and/or applicant(s) signature(s) below, and subsequent signature by the Department, the above application to amend the Brownfield Cleanup Agreement described above is hereby approved. This Amendment is made in accordance with and subject to all of the BCA and all applicable guidance, regulations and state laws applicable thereto. All other substantive and procedural terms of the Agreement will remain unchanged and in full force and effect regarding the parties to the Agreement.

Nothing contained herein constitutes a waiver by the Department or the State of New York of any rights held in accordance with the Agreement or any applicable state and/or federal law or a release for any party from obligations held under the Agreement or those same laws.

STATEMENT OF CERTIFICATION AND SIGNATURES: NEW REQUESTOR

Complete the appropriate section (individual or entity) below only if this Amendment adds a new requestor. Attach additional pages as needed.

(Individual)

I hereby affirm that the information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Authorized Signatory (title) of 482 Kent Ave Retail LLC (entity); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

_____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 07/30/24 Signature: _____

Print Name: Michael Witek

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT	
EXISTING AGREEMENT INFORMATION	
BCP SITE NAME: 470 Kent Avenue	BCP SITE NUMBER: C224053
NAME OF CURRENT APPLICANT(S): 470 Kent Ave Associates LLC	
INDEX NUMBER OF AGREEMENT: C224053-07-14	DATE OF ORIGINAL AGREEMENT: 09/08/14

Declaration of Amendment:

By the requestor(s) and/or applicant(s) signature(s) below, and subsequent signature by the Department, the above application to amend the Brownfield Cleanup Agreement described above is hereby approved. This Amendment is made in accordance with and subject to all of the BCA and all applicable guidance, regulations and state laws applicable thereto. All other substantive and procedural terms of the Agreement will remain unchanged and in full force and effect regarding the parties to the Agreement.

Nothing contained herein constitutes a waiver by the Department or the State of New York of any rights held in accordance with the Agreement or any applicable state and/or federal law or a release for any party from obligations held under the Agreement or those same laws.

STATEMENT OF CERTIFICATION AND SIGNATURES: NEW REQUESTOR

Complete the appropriate section (individual or entity) below only if this Amendment adds a new requestor. Attach additional pages as needed.

(Individual)

I hereby affirm that the information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Authorized Signatory (title) of Wharf Way Parking LLC (entity); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

_____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 6/30/26 Signature: _____

Print Name: Michael Witek

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT	
EXISTING AGREEMENT INFORMATION	
BCP SITE NAME: 470 Kent Avenue	BCP SITE NUMBER: C224053
NAME OF CURRENT APPLICANT(S): 470 Kent Ave Associates LLC	
INDEX NUMBER OF AGREEMENT: C224053-07-14	DATE OF ORIGINAL AGREEMENT: 09/08/14

Declaration of Amendment:

By the requestor(s) and/or applicant(s) signature(s) below, and subsequent signature by the Department, the above application to amend the Brownfield Cleanup Agreement described above is hereby approved. This Amendment is made in accordance with and subject to all of the BCA and all applicable guidance, regulations and state laws applicable thereto. All other substantive and procedural terms of the Agreement will remain unchanged and in full force and effect regarding the parties to the Agreement.

Nothing contained herein constitutes a waiver by the Department or the State of New York of any rights held in accordance with the Agreement or any applicable state and/or federal law or a release for any party from obligations held under the Agreement or those same laws.

STATEMENT OF CERTIFICATION AND SIGNATURES: NEW REQUESTOR

Complete the appropriate section (individual or entity) below only if this Amendment adds a new requestor. Attach additional pages as needed.

(Individual)

I hereby affirm that the information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Authorized Signatory (title) of 11 Wharf Way LLC (entity); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

_____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 07/30/24 Signature: _____

Print Name: Michael Witek

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT	
EXISTING AGREEMENT INFORMATION	
BCP SITE NAME: 470 Kent Avenue	BCP SITE NUMBER: C224053
NAME OF CURRENT APPLICANT(S): 470 Kent Ave Associates LLC	
INDEX NUMBER OF AGREEMENT: C224053-07-14	DATE OF ORIGINAL AGREEMENT: 09/08/14

Declaration of Amendment:

By the requestor(s) and/or applicant(s) signature(s) below, and subsequent signature by the Department, the above application to amend the Brownfield Cleanup Agreement described above is hereby approved. This Amendment is made in accordance with and subject to all of the BCA and all applicable guidance, regulations and state laws applicable thereto. All other substantive and procedural terms of the Agreement will remain unchanged and in full force and effect regarding the parties to the Agreement.

Nothing contained herein constitutes a waiver by the Department or the State of New York of any rights held in accordance with the Agreement or any applicable state and/or federal law or a release for any party from obligations held under the Agreement or those same laws.

STATEMENT OF CERTIFICATION AND SIGNATURES: NEW REQUESTOR

Complete the appropriate section (individual or entity) below only if this Amendment adds a new requestor. Attach additional pages as needed.

(Individual)

I hereby affirm that the information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Authorized Signatory (title) of 11 Wharf Way Retail LLC (entity); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

_____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 07/30/26 Signature: _____

Print Name: Michael Witek

STATEMENT OF CERTIFICATION AND SIGNATURES: EXISTING APPLICANT(S)
An authorized representative of each applicant must complete and sign the appropriate section (individual or entity) below. Attach additional pages as needed.

(Individual)

I hereby affirm that I am a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Authorized Signatory (title) of 470 Kent Ave Associates LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. Michael Witek's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 07/30/26 Signature: _____

Print Name: Michael Witek

PLEASE SEE THE FOLLOWING PAGE FOR SUBMITTAL INSTRUCTIONS

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Status of Agreement:

☐ A requestor who either (1) was the owner of the site at the time of the disposal of contamination or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of contamination.	☒ A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.

Effective Date of the Original Agreement: 09/08/14

Signature by the Department:

DATED: 10/23/2026

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: Janet E. Brown

Janet E. Brown, Assistant Director
Division of Environmental Remediation

SUBMITTAL REQUIREMENTS:

- The Department accepts both hard copy and electronic submittal of the *Application to Amend Brownfield Cleanup Agreement and Amendment* form.
- Hard copy submissions must also include an electronic version of the complete application form and attachments, in final, non-fillable Portable Document Format (PDF), on an external storage device (such as a thumb drive or CD). Applications must be sent to:

  Chief, Site Control Section
  New York State Department of Environmental Conservation
  Division of Environmental Remediation
  625 Broadway, 12th Floor
  Albany, NY 12233-7015
- NOTE: Electronic applications submitted in fillable format will be rejected.

INSTRUCTIONS FOR COMPLETING AN APPLICATION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT

This form must be used to add or remove a party, reflect a change in property ownership to all or part of the site, modify a property description, or reduce/expand property boundaries for an existing BCP Agreement.

NOTE: DEC requires a standard full BCP application to request major changes to the description of the property set forth in the BCA (e.g., adding a significant amount of new property, or adding property that could affect an eligibility determination due to contamination levels or intended land use). The application must be submitted to DEC in the same manner as the original application to participate.

COVER PAGE

Please select all options that apply. Provide a brief narrative of the nature of the amendment requested.

SECTION I: CURRENT AGREEMENT INFORMATION

This section must be completed in its entirety. The information entered here will auto-populate throughout the application and amendment.

Provide the site name, site code and name(s) of current requestor(s) exactly as this information appears on the existing agreement. This should reflect any changes made by previous amendments to the site name or parties on the BCA. Provide the agreement index number and the date of the initial BCA.

SECTION II: NEW REQUESTOR INFORMATION

This section is to be completed only if a new requestor is being added to the BCA, or if the name of the existing requestor has changed with the NYSDOS.

Requestor Name

Provide the name of the person(s)/entity requesting participation in the BCP. (If more than one, attach additional sheets with requested information.) The requestor is the person or entity seeking DEC review and approval of the remedial program.

If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's Corporation & Business Entity Database.

Requestor, Consultant and Attorney Contact Information

Provide the contact name, mailing address, telephone number and e-mail address for each of the following contacts:

Requestor's Representative: This is the person to whom all correspondence, notices, etc., will be sent, and who will be listed as the contact person in the BCA. Invoices will be sent to the representative unless another contact name and address is provided with the application.

Requestor's Consultant: Include the name of the consulting firm and the contact person.

Requestor's Attorney: Include the name of the law firm and the contact person.

Required Attachments for Section II:

1. *NYSDOS Information: A print-out of entity information from the NYSDOS database to document that the applicant is authorized to do business in NYS. The requestor's name must appear throughout the application exactly as it does in the database.*
2. *LLC Organization: If the requestor is an LLC, provide a list of the names of the members/owners of the LLC.*
3. *Authority to Bind: Proof must be included that shows that the party signing this application and amendment is authorized to do so on behalf of the requestor. This documentation may be in the form of corporate organizational papers, a Corporate Resolution or Operating Agreement or Resolution.*

SECTION III: CURRENT PROPERTY OWNER/OPERATOR INFORMATION

Complete this section only if a transfer of ownership has taken place for all or part of the site property. Attach additional pages for each new owner if applicable.

Provide the relationship of the owner to the site by selecting one of the check-box options.

Owner Name, Address, etc.

Provide information for the new owner of the property. List all new parties holding an interest in the property. Attach separate pages as needed.

Operator Name, Address, etc.

Provide information for the new operator, if applicable.

NOTE: Pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been submitted prior to a transfer of ownership. If this form was not previously submitted, it must be included with this application. See http://www.dec.ny.gov/chemical/76250.html for additional information.

Required Attachments for Section III:

1. *Copy of deed as proof of ownership.*
2. *Ownership/Nominee Agreement, if applicable.*
3. *Change of Use form, if not previously submitted to the Department.*

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION

For additional information regarding requestor eligibility, please refer to ECL §27-1407.

Provide a response to each question listed. If any question is answered in the affirmative, provide an attachment with detailed relevant information. It is permissible to reference specific sections of existing property reports; however, such information must be summarized in an attachment. For properties with multiple addresses or tax parcels, please include this information for each address or tax parcel.

If a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site, submit a statement describing why you should be considered a volunteer – be specific as to the appropriate care taken.

If the requestor is not the current site owner, proof of site access sufficient to complete the remediation must be submitted. Proof must show that the requestor will have access to the property before signing the BCA and throughout the BCP project, including the ability to place an easement on the site. A purchase contract does not suffice as proof of access.

Required Attachments for Section IV:

1. *Detailed information regarding any questions answered in the affirmation, if applicable.*
2. *Statement describing why the requestor should be considered a volunteer, if applicable.*
3. *Site access agreement, as described above, if applicable.*

SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES

NOTE: DEC requires a standard full BCP application to request major changes to the description of the property set forth in the BCA (e.g., adding a significant amount of new property, or adding property that could affect an eligibility determination due to contamination levels or intended land use). The application must be submitted to DEC in the same manner as the original application to participate.

Property Information on Existing Agreement

Provide the site address and tax parcel information exactly as it appears on the current agreement (including as it has been modified in previous amendments).

Addition of Property

Provide the tax parcel information and acreage for each parcel to be added. Provide the total acreage to be added below the far-right column.

Reduction of Property

Provide the tax parcel information and acreage for each parcel to be removed. Provide the total acreage to be removed below the far-right column.

Change to address, SBL or metes and bounds description

Provide the new address and tax parcel information.

Total Revised Site Acreage

Provide the new total site acreage after addition or removal of property. If no change to site boundary, this should match the acreage provided above, under Property Information on Existing Agreement.

For all sites seeking to add property to the site, provide all requested information for each additional tax parcel (full or partial). Refer to the list below for additional required attachments.

All requested changes to this section should be accompanied by a revised survey or other acceptable map depicting the proposed new site boundary. Additionally, provide a county tax map with the site boundary outlined, as well as a USGS 7.5-minute quadrangle map with the site location clearly identified.

Required Attachments for Section V:

1. *For all additions and removal of property:*
   a. *Site map clearly identifying the existing site boundary and proposed new site boundary*
   b. *County tax map with the new site boundary clearly identified*
   c. *USGS 7.5-minute quadrangle map with the site location clearly identified*
   d. *For additions of property ONLY:*
      i. Data summary tables for each affected medium, highlighting exceedances of reasonably anticipated use SCOs
      ii. Site drawings for each affected medium, identifying exceedances of reasonably anticipated use SCOs
      iii. Proof of site access or ownership
2. *For address changes, lot mergers, subdivisions and any other change to the property description:*
   a. *County tax map with the site boundary and all SBL information clearly identified*
   b. *USGS 7.5-minute quadrangle map with the site location clearly identified*
   c. *Approved application for lot merger or apportionment, or the equivalent thereof, as proof from the municipality of the SBL change(s)*

SUPPLEMENT TO THE APPLICATION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT – QUESTIONS FOR SITES SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY

Complete this section only if the site is located within the five counties comprising New York City and the requestor is seeking a determination of eligibility for tangible property credits.

Provide responses to each question. If any question is answered in the affirmative, provide required documentation as applicable.

Required Attachments for NYC Site Supplement:

1. *For sites located all or partially in an En-zone: provide a map with the site boundary clearly identified and the En-zone overlay showing that all or a portion of the site is located within an En-zone. This map must also indicate the census tract number in which the site is located. See DEC's website for additional information.*
2. *For sites requesting an upside down or underutilized determination, an affidavit from the applicant and any documentation in support of this determination must be included. Note that an eligibility determination for the underutilized category can only be made at the time of initial application, so that determination can only apply to new parcels being considered for addition to the BCA.*
3. *For affordable housing projects: provide the affordable housing regulatory agreement and any additional relevant information.*
4. *For renewable energy site projects: for (a) planned renewable energy facilities generating/storing less than twenty-five (25) megawatts, provide a local land use approval; or, for (b) planned renewable energy facilities generating/storing twenty-five (25) megawatts or greater, provide the permit issued by the NYS Office of Renewable Energy Siting.*
5. *For sites located within a disadvantaged community and a conforming Brownfield Opportunity Area: provide a map with the site boundary clearly identified and the disadvantaged community overlay showing that the site is located within a disadvantaged community.*

PART II: BROWNFIELD CLEANUP PROGRAM AMENDMENT

The information in the "EXISTING AGREEMENT INFORMATION" section should auto-populate with the information provided on page 2.

If a new requestor is applying to enter the program, provide the required information and signature at the bottom of page 8 and the required information and signature on page 9.

If no new requestor is applying to the program but any other change has been made, provide the required information and signature on page 9.

Attachment 1

Part I and Section V Supplement

The BCA currently shows the Site as two lots: Lot 1 and p/o Lot 150. As relevant to this Application, Lot 1 has been converted to a condominium structure pursuant to the Declaration of Condominium issued by the current remedial party, 470 Kent Ave Associates LLC, to Williamsburg Wharf Condominium. As described in the Declaration of Condominium and condominium map, the conversion of Lot 1 to a condominium structure divided Lot 1 into condominium lots 1401-1497.

Relevant pages of the Amended and Restated Declaration of Condominium, dated March 18, 2025, is included as Exhibit A in this Attachment. Given the size, the full original Declaration of Condominium is provided as a separate document, outside of the BCA Amendment Application Package. The condominium map approved on June 4, 2025 is included as Exhibit B in this Attachment. The current tax map is included as Exhibit C in this Attachment.

Williamsburg Wharf Condominium controls former Lot 1, even though the individual condominium units are owned by 470 Kent Ave Associates LLC until they are sold to other entities. 470 Kent Ave Associates LLC has sold a number of condominium units to the new remedial parties proposed in this Application, as follows:

- Condominium Lot 1401 – to 482 Kent Ave Retail LLC
- Condominium Lot 1402, 1407, and 1408 – to Wharf Way Parking LLC
- Condominium Lot 1403 – to 482 Kent Ave LLC
- Condominium Lot 1404 – to 478 Kent Ave LLC
- Condominium Lot 1405 – to 11 Wharf Way LLC
- Condominium Lot 1406 – to 11 Wharf Way Retail LLC

These transfers are memorialized in the deeds included as Exhibit D in this Attachment.

The ownership structure for Lot 150 remains unchanged. Lot 150 is still owned by 470 Kent Ave Associates II LLC, as currently and accurately reflected in the BCA.

This Application reflects three proposed amendments to the BCA:

(1) Modification of the SBL description of the Site to reflect that a condominium has been formed on the area of Block 2134, former Lot 1, resulting in the creation of Block 2134, Lots 1401-1497. Current Block 2134, Lot 150 is unaffected.
(2) A change in ownership/control of former Lot 1 from 470 Kent Ave Associates LLC to Williamsburg Wharf Condominium; and
(3) The addition of the following entities as Applicants: 478 Kent Ave LLC, 482 Kent Ave LLC, 482 Kent Ave Retail LLC, Wharf Way Parking LLC, 11 Wharf Way LLC, 11 Wharf Way Retail LLC, and 470 Kent Ave Associates II LLC.

Exhibit A

To

Attachment 1

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument.The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

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RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 293**

Document ID: 2025060600119001 Document Date: 03-18-2025 Preparation Date: 06-06-2025
Document Type: AMENDED CONDO DECLARATION
Document Page Count: 285

PRESENTER:

ROYAL REGISTERED PROPERTY REPORTS (FILE#)
125 PARK AVENUE, SUITE 1610
NEW YORK, NY 10017
212-376-0900
sdejesus@ROYALABSTRACT.COM

RETURN TO:

ROYAL REGISTERED PROPERTY REPORTS (FILE#)
125 PARK AVENUE, SUITE 1610
NEW YORK, NY 10017
212-376-0900
sdejesus@ROYALABSTRACT.COM

PROPERTY DATA

Borough	Block	Lot		Unit	Address
BROOKLYN	2134	1401	Entire Lot	COMM	11 WHARF WAY

Property Type: COMMERCIAL CONDO UNIT(S)

Borough	Block	Lot		Unit	Address
BROOKLYN	2134	1402	Entire Lot	PARK	11 WHARF WAY

Property Type: COMMERCIAL CONDO UNIT(S)

☒ Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN: 2025000044346
☒ Additional Cross References on Continuation Page

PARTIES

PARTY ONE:
470 KENT AVE ASSOCIATES LLC
C/O NAFTALI GROUP, 152 WEST 57TH STREET
NEW YORK, NY 10019

FEES AND TAXES

Mortgage :		
Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	1,741.00
Affidavit Fee:	$	0.00

Filing Fee:	$	0.00
NYC Real Property Transfer Tax:	$	0.00
NYS Real Estate Transfer Tax:	$	0.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 06-09-2025 08:35
City Register File No.(CRFN): **2025000153396**

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

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RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 2 OF 293**

Document ID: 2025060600119001 Document Date: 03-18-2025 Preparation Date: 06-06-2025
Document Type: AMENDED CONDO DECLARATION

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	2134	1406 Entire Lot	TU	480 KENT AVENUE
Property Type: COMMERCIAL CONDO UNIT(S)				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1407 Entire Lot	478PU	11 WHARF WAY
Property Type: COMMERCIAL CONDO UNIT(S)				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1408 Entire Lot	11PU	11 WHARF WAY
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1409 Entire Lot	9A	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1410 Entire Lot	9B	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1411 Entire Lot	9C	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1412 Entire Lot	9D	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1413 Entire Lot	9E	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1414 Entire Lot	9F	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1415 Entire Lot	9G	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1416 Entire Lot	9H	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1417 Entire Lot	10A	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1418 Entire Lot	10B	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1419 Entire Lot	10C	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

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RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 3 OF 293**

Document ID: 2025060600119001 Document Date: 03-18-2025 Preparation Date: 06-06-2025
Document Type: AMENDED CONDO DECLARATION

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	2134	1420 Entire Lot	10D	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1421 Entire Lot	10E	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1422 Entire Lot	10F	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1423 Entire Lot	10G	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1424 Entire Lot	10H	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1425 Entire Lot	11A	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1426 Entire Lot	11B	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1427 Entire Lot	11C	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1428 Entire Lot	11D	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1429 Entire Lot	11E	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1430 Entire Lot	11F	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1431 Entire Lot	11G	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1432 Entire Lot	11H	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1433 Entire Lot	12A	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				

NYC DEPARTMENT OF FINANCE
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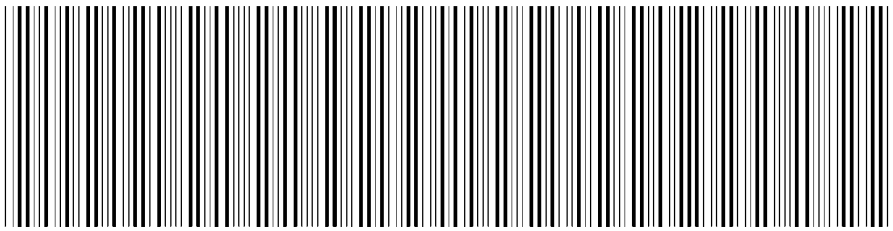
RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 4 OF 293**

Document ID: 2025060600119001 Document Date: 03-18-2025 Preparation Date: 06-06-2025
Document Type: AMENDED CONDO DECLARATION

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	2134	1434 Entire Lot	12B	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1435 Entire Lot	12C	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1436 Entire Lot	12D	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1437 Entire Lot	12E	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1438 Entire Lot	12F	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1439 Entire Lot	12G	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1440 Entire Lot	12H	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1441 Entire Lot	14A	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1442 Entire Lot	14B	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1443 Entire Lot	14C	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1444 Entire Lot	14D	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1445 Entire Lot	14E	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1446 Entire Lot	14F	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1447 Entire Lot	14G	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				

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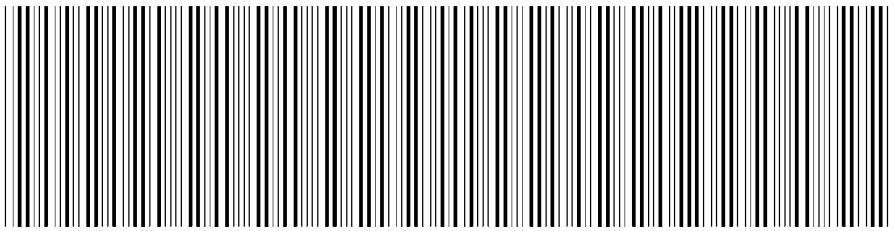
RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 5 OF 293**

Document ID: 2025060600119001 Document Date: 03-18-2025 Preparation Date: 06-06-2025
Document Type: AMENDED CONDO DECLARATION

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	2134	1448 Entire Lot	14H	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1449 Entire Lot	15A	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1450 Entire Lot	15B	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1451 Entire Lot	15C	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1452 Entire Lot	15D	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1453 Entire Lot	15E	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1454 Entire Lot	15F	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1455 Entire Lot	15G	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1456 Entire Lot	15H	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1457 Entire Lot	16A	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1458 Entire Lot	16B	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1459 Entire Lot	16C	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1460 Entire Lot	16D	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1461 Entire Lot	16E	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2025060600119001002CC367

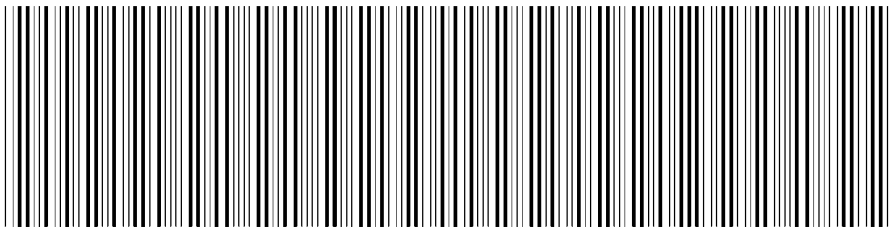
RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 6 OF 293**

Document ID: 2025060600119001 Document Date: 03-18-2025 Preparation Date: 06-06-2025
Document Type: AMENDED CONDO DECLARATION

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	2134	1462 Entire Lot	16F	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1463 Entire Lot	16G	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1464 Entire Lot	16H	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1465 Entire Lot	17A	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1466 Entire Lot	17B	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1467 Entire Lot	17C	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1468 Entire Lot	17D	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1469 Entire Lot	17E	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1470 Entire Lot	17F	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1471 Entire Lot	17G	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1472 Entire Lot	17H	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1473 Entire Lot	18A	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1474 Entire Lot	18B	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1475 Entire Lot	18C	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2025060600119001002CC367

Document ID: 2025060600119001 Document Date: 03-18-2025 Preparation Date: 06-06-2025
Document Type: AMENDED CONDO DECLARATION

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	2134	1476 Entire Lot	18D	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1477 Entire Lot	18E	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1478 Entire Lot	18F	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1479 Entire Lot	18G	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1480 Entire Lot	18H	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1481 Entire Lot	PH1D	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1482 Entire Lot	PH1E	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1483 Entire Lot	PH1F	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1484 Entire Lot	PH1G	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1485 Entire Lot	20A	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1486 Entire Lot	20B	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1487 Entire Lot	20C	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1488 Entire Lot	20D	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1489 Entire Lot	20E	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

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RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 8 OF 293**

Document ID: 2025060600119001 Document Date: 03-18-2025 Preparation Date: 06-06-2025
Document Type: AMENDED CONDO DECLARATION

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	2134	1490 Entire Lot	21A	480 KENT AVENUE

Property Type: SINGLE RESIDENTIAL CONDO UNIT

Borough	Block	Lot	Unit	Address
BROOKLYN	2134	1491 Entire Lot	21B	480 KENT AVENUE

Property Type: SINGLE RESIDENTIAL CONDO UNIT

Borough	Block	Lot	Unit	Address
BROOKLYN	2134	1492 Entire Lot	21C	480 KENT AVENUE

Property Type: SINGLE RESIDENTIAL CONDO UNIT

Borough	Block	Lot	Unit	Address
BROOKLYN	2134	1493 Entire Lot	21D	480 KENT AVENUE

Property Type: SINGLE RESIDENTIAL CONDO UNIT

Borough	Block	Lot	Unit	Address
BROOKLYN	2134	1494 Entire Lot	21E	480 KENT AVENUE

Property Type: SINGLE RESIDENTIAL CONDO UNIT

Borough	Block	Lot	Unit	Address
BROOKLYN	2134	1495 Entire Lot	PH2A	480 KENT AVENUE

Property Type: SINGLE RESIDENTIAL CONDO UNIT

Borough	Block	Lot	Unit	Address
BROOKLYN	2134	1496 Entire Lot	PH2B	480 KENT AVENUE

Property Type: SINGLE RESIDENTIAL CONDO UNIT

Borough	Block	Lot	Unit	Address
BROOKLYN	2134	1497 Entire Lot	PH2C	480 KENT AVENUE

Property Type: SINGLE RESIDENTIAL CONDO UNIT

CROSS REFERENCE DATA

CRFN: 2025000098817

Goodman, Erin (NYC - X73341)

From: Mofsenson, Amy <Amy.Mofsenson@ag.ny.gov>
Sent: Thursday, December 12, 2024 2:36 PM
To: Goodman, Erin (NYC - X73341)
Subject: CD23-0081 Williamsburg Wharf Condominium, A4

[External email]
Dear Ms. Goodman:

The Department of Law ("DOL") has accepted and filed the effectiveness amendment for the Williamsburg Wharf Condominium, as of December 12, 2024. This effectiveness amendment extends the term of the offering plan for six months from the date of filing of this amendment.

This email shall serve as the DOL's official acceptance for filing letter for the above-referenced effectiveness amendment; no other acceptance for filing letter will be issued by the DOL for this effectiveness amendment. This email constitutes a public record and any alteration to this email may constitute a criminal offense.

Any material change of fact or circumstance affecting the property or offering requires an immediate amendment to the offering plan. Any misstatement or concealment of material fact in the materials submitted as part of this effectiveness amendment renders this filing void ab initio. The DOL has relied on the truth of the certifications of sponsor, sponsor's principals, and sponsor's experts, as well as the transmittal letter of sponsor's attorney.

Filing this effectiveness amendment shall not be construed as approval of the contents or terms thereof by the Attorney General of the State of New York, or any waiver of or limitation on the Attorney General's authority to take enforcement action for violation of Article 23-A of the General Business Law or other applicable law. The issuance of this effectiveness amendment acceptance letter is conditioned upon the collection of all fees imposed by law. It is the responsibility of the sponsor to ensure that correct fee amounts have been paid.

Please note that the DOL may issue administrative deficiencies while processing this effectiveness amendment's acceptance for filing. It is the sponsor's responsibility to cure all such deficiencies in an expeditious manner. If there are any outstanding deficiencies at the time of submission of the next amendment to this offering plan, the DOL reserves the right to reject the submission of such amendment until all outstanding deficiencies are cured. **Notwithstanding, this will not impact this effectiveness amendment's date of acceptance for filing.**

If you have any questions or comments, please feel free to contact me. Thank you.

Very truly yours,
Amy Mofsenson

Amy Mofsenson | Assistant Attorney General
Real Estate Finance Bureau
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CONDOMINIUM NUMBER 6148

AMENDMENT TO CONDOMINIUM NUMBER 6148-B

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

Establishing a Plan for Condominium Ownership
of the Premises known as
11 Wharf Way, 478-480 Kent Avenue, and 482 Kent Avenue
Brooklyn, New York 11249
Pursuant to Article 9-B of the Real Property
Law of the State of New York

Name:

WILLIAMSBURG WHARF CONDOMINIUM

Declarant:

470 Kent Ave Associates LLC
c/o The Naftali Group
152 West 57th Street, 45th Floor
New York, New York 10019

Date of Original Declaration: October 15, 2024

Date of First Amendment to Declaration: March 11, 2025

Date of Amended and Restated Declaration: March 18, 2025

The land affected by the within instrument lies in
Block 2134 formerly known as Lots 1401, 1402, and 1406
now known as Lots 1401, 1402 and 1406-1497 on the Tax Map of the
Borough of Brooklyn, County of Kings, City and State of New York 11249*

*Lots 1403, 1404 and 1405 are not affected by this Amendment as no changes were made but they remain included in the Condominium

When Recorded, Return to:
Holland & Knight LLP
Attorneys for Declarant
787 Seventh Avenue
New York, New York 10019
Attention: Stuart M. Saft, Esq.

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AMENDED AND RESTATED DECLARATION

OF

WILLIAMSBURG WHARF CONDOMINIUM

(Pursuant to Article 9-B of the Real Property Law of the State of New York)

This AMENDED AND RESTATED DECLARATION OF CONDOMINIUM (this "Declaration") is made as of March 18, 2025 by 470 Kent Ave Associates LLC, a Delaware limited company, having an office at c/o The Naftali Group, 152 West 57th Street, 45th Floor, New York, New York 10019 ("Declarant").

WHEREAS, This Declaration amends and restates the Declaration of Condominium and By-Laws dated October 15, 2024, and recorded February 18, 2025 in the Kings County Register's Office as CRFN 2025000044346, as amended by that certain First Amendment to Declaration dated March 11, 2025, and recorded on April 11, 2025 in the Kings County Register's Office as CRFN 2025000098817 (collectively, the "Original Declaration"). Declarant hereby resubmits the Land and Building (each as hereinafter defined), all other improvements erected and to be erected thereon, all easements, rights and appurtenances belonging thereto and all other property, real, personal or mixed, intended for use in connection therewith (collectively, the "Property") to the provisions of Article 9-B of the Real Property Law of the State of New York (the "Condominium Act") and pursuant thereto did establish a Condominium known as the Williamsburg Wharf Condominium (the "Condominium"); and

WHEREAS, Declarant desires to amend the Original Declaration to reflect the following changes:

1. The Declarant, as Owner of the Commercial Unit (Block 2134, f/k/a Lot 1401), having a square footage of 18,917 square feet, and a General Common Interest Percentage of 3.0876%, hereby subdivides the Commercial Unit (f/k/a Lot 1401) into two (2) separate commercial units (the "Commercial Units"), now known as:

    a. 482 Commercial Unit (a/k/a 482CU) (Block 2134, Lot 1401), having a square footage of 11,938 square feet and a General Common Interest Percentage of 1.9484%; and

    b. 11 Commercial Unit (a/k/a 11CU) (Block 2134, Lot 1406), having a square footage of 6,980 square feet and a General Common Interest Percentage of 1.1392%.

    The subdivision of the Commercial Unit (f/k/a Lot 1401) into the two Commercial Units (n/k/a Lot 1401 and Lot 1406) shall not affect any other Unit in the Condominium.

2. The Declarant, as Owner of the Parking Unit (Block 2134, f/k/a Lot 1402), having

a square footage of 38,305 square feet, and a General Common Interest Percentage of 6.2522%, hereby subdivides the Parking Unit (f/k/a Lot 1402) into three (3) separate parking units (the "Parking Units"), now known as:

a. 482 Parking Unit (a/k/a 482PU) (Block 2134, Lot 1402), having a square footage of 17,157 square feet and a General Common Interest Percentage of 2.8004%;

b. 478-480 Parking Unit (a/k/a 478PU) (Block 2134, Lot 1407), having a square footage of 2,581 square feet and a General Common Interest Percentage of 0.4213%; and

c. 11 Parking Unit (a/k/a 11PU) (Block 2134, Lot 1408), having a square footage of 18,567 square feet and a General Common Interest Percentage of 3.0305%.

The subdivision of the Parking Unit (f/k/a Lot 1402) into the three Parking Units (Lots 1402, 1407 and 1408) shall not affect any other Unit in the Condominium.

3. The Declarant, as Owner of the Tower Unit (Block 2134, f/k/a Lot 1406), having a square footage of 86,501 square feet, and a General Common Interest Percentage of 14.1186%, hereby subdivides the Tower Unit (f/k/a Lot 1406) into eighty-nine (89) separate residential Tower Units (the "Tower Units") now known as Lots 1409-1497.

The Tower Unit is comprised of eighty-nine (89) residential apartments and is now being so that each residential apartment has its own tax lot. Schedule B attached hereto sets forth the tax lot designation, square footage, location and common interest percentage of each of the Tower Units.

The subdivision of the Tower Unit (f/k/a Lot 1406) into the eighty-nine Tower Units (Lots 1409-1497) shall not affect any other Unit in the Condominium.

WHEREAS, in connection therewith, Declarant has caused the floor plans for the Condominium certified by David Charles West, R.A. on January 29, 2025, and filed in the Tax Map Unit as Condominium Plan No. 6148 and also filed in the Register's Office on February 18, 2025, as CRFN 2025000044347, to be amended and intends to file and record those amended floor plans for the Condominium certified by David Charles West, R.A., in the Register's Office simultaneously with the recording of this Declaration.

NOW, THEREFORE, Declarant hereby declares that, all the terms and provisions of the Original Declaration are amended and restated in their entirety as follows:

ARTICLE 1

SUBMISSION OF THE PROPERTY; BY-LAWS; DEFINITIONS

1.1 Submission of Property. Declarant hereby submits the Land and Building (each as hereinafter defined), all other improvements erected and to be erected thereon, all easements, rights and appurtenances belonging thereto and all other property, real, personal or mixed, intended for use in connection therewith as described on Schedule A (collectively, the "Property"), to the provisions of Article 9-B of the Real Property Law of the State of New York (as the same may be amended from time to time, the "New York Condominium Act") and pursuant thereto does hereby establish a condominium to be known (subject to the provisions of this Declaration) as "Williamsburg Wharf Condominium" (the "Condominium").

1.2 Condominium By-Laws. Annexed to this Declaration as Exhibit A and made a part hereof are the By-Laws of the Condominium which shall govern the general operation, use and occupancy of the entire Condominium (said By-Laws, as the same may be amended from time to time in accordance with the provisions hereof and thereof, the "Condominium By-Laws").

1.3 Tower By-Laws. Annexed to this Declaration as Exhibit B and made a part hereof are the by-laws of the Tower Section (as hereinafter defined) (said by-laws, as the same may be amended from time to time in accordance with the provisions hereof, thereof and of the Condominium By-Laws governing amendment, the "Tower By-Laws") and the same shall (together with, but subject and subordinate to, this Declaration and the Condominium By-Laws) govern the affairs, operation, use and occupancy of the Tower Section.

1.4 Base By-Laws. In the event of any subdivision of the Base Units or Base Sections (as hereinafter defined) into more than one unit (each, a "Subdivided Base Units"), the Unit Owner thereof (upon the first such subdivision) shall amend this Declaration (subject to the terms hereof and of the Condominium By-Laws) to include by-laws (said by-laws, if any, as the same may be adopted or amended from time to time in accordance with the provisions hereof, thereof and of the Condominium By-Laws governing amendment, the "Base By-Laws"), which shall (together with but subject and subordinate to, this Declaration and the Condominium By-Laws) govern the affairs, operation, use and occupancy of such Base Section (as hereinafter defined). Each of the Tower By-Laws and/or Base By-Laws, if any, is sometimes referred to herein as the "Sub-By-Laws."

1.5 Development Rights. Included in the Property are all of the unused or additional floor area development rights that are now owned, subsequently acquired or that may become available under the Zoning Resolution of the City of New York (the "Zoning Resolution") in any manner in respect of the Property and the zoning lot containing the Property (the "Development Rights"), which Development Rights shall be allocated and assigned to, and part of, the Declarant Unit(s) and controlled by the Declarant, as if the same were a right exclusively appurtenant to the Declarant Unit(s). Upon the transfer of a Declarant Unit to a third party or entity that is not an affiliate of Declarant, such Development Rights shall no longer be deemed to allocated to or a part of such Unit, and such Unit shall no longer be deemed to be a "Declarant Unit" and any such Development Rights that were previously allocated to such Declarant Unit shall be transferred to such other Declarant Unit(s) as determined by Declarant, in its sole discretion, at such time. Development Rights shall be for the sole benefit of the Declarant (or any Development Rights Purchaser (defined below)). As a result, unless Development Rights

are separately acquired therefor on behalf of the Condominium or a Unit Owner, as the case may be, any future expansion of the Building by the Condominium Board or of a Unit by any Unit Owner as may otherwise be permitted pursuant to any applicable laws and otherwise, may not be possible or may be limited. Further, the Declarant as a result of such reservation, may transfer or sell such Development Rights to the owner(s) of adjoining properties (a "Development Rights Purchaser"), without the need for consent from the Board, any Unit Owner, or any party-in-interest in any other Unit, and in such case such properties may be increased as a result of such transfer or sale and merged into a zoning lot pursuant to the terms of a zoning lot development agreement ("ZLDA") or similar agreement or instrument. For purposes herein and elsewhere in the Declaration and By-Laws, "Declarant Unit(s)" shall mean Unit(s) that are owned or controlled by Declarant or a Person (defined herein) that is affiliated with Declarant.

1.6 Defined Terms; Conflicting Provisions. All capitalized terms used but which are not separately defined in this Declaration shall have the meanings given to such terms in the Condominium By-Laws (including the Definitions annexed as Exhibit C thereto). In the event of a conflict between the terms and provisions of the Floor Plans, this Declaration, and the terms and provisions of the Condominium By-Laws, the Tower By-Laws or Base By-Laws, on the other hand, the terms and provisions of the documents shall govern in the following priority, first, the Floor Plans; then this Declaration; then the terms and provisions of the Condominium By-Laws; and finally, the terms and provisions of the Tower By-Laws and Base By-Laws, when applicable.

ARTICLE 2

THE LAND

Included in the Property described in Article 1 is all that certain tract, plot, piece and parcel of land described in Schedule A annexed hereto and made a part hereof (the "Land"), situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York. The Land is owned, as of the date hereof, by Declarant in fee simple absolute and has an area of approximately 98,354 square feet.

ARTICLE 3

THE PROPERTY

3.1 Included in the Property described in Article 1 are the following three (3) buildings: (i) 11 Wharf Way ("11 Wharf Way"), (ii) 478-480 Kent Avenue ("478-480 Kent"), and (iii) 482 Kent Avenue ("482 Kent") (each, individually, a "Building" and collectively, the "Buildings"). Included in the Buildings are the following condominium units, more particularly described herein and identified on Exhibit B annexed hereto, and known as: (a) Tower Section containing 89 Tower Units (the "Tower Units") and Tower Common Elements (the "Tower Section"); (b) the 478 Rental Unit (also known as "478R"); (c) the 11 Wharf Way Rental Unit (also known as "11R"); (d) the 482 Rental Unit (also known as "482R"); (e) the 482 Parking Unit (also known as "482PU"); (f) the 478-480 Parking Unit (also known as "478PU"); (g) 11 Parking Unit (also known as "11PU"); (h) the 482 Commercial Unit (also known as "482CU")

and (i) the 11 Commercial Unit (also known as "11CU"). While each Building operates independently in many ways, there are certain utilities and facilities that are shared between one or more, or all, of the Buildings, as more particularly described herein.

3.2 The owner of the 11 Wharf Way Rental Unit is the "11 Wharf Way Rental Unit Owner", the owner of the 482 Rental Unit is the "482 Rental Unit Owner", the owner of the Tower Units are, collectively, the "Tower Unit Owners", the owner of the 478 Rental Unit is the "478 Rental Unit Owner", the owner of the 482 Commercial Unit is the "482 Commercial Unit Owner", the owner of the 11 Commercial Unit is the "11 Commercial Unit Owner", the owner of 482 Parking Unit is the "482 Parking Unit Owner", the owner of the 478-480 Parking Unit is the "478 Parking Unit Owner", and the owner of the 11 Parking Unit is the "11 Parking Unit Owner". The owners of the Units are sometimes referred to herein individually as a "Unit Owner" and collectively as the "Unit Owners".

3.3 11 Wharf Way is a 22 story mixed-use building containing (i) a tower with approximately 183 rental apartments, including approximately 55 affordable apartments, in 1 Rental Unit known as the "11 Wharf Way Rental Unit", (ii) the 11 Parking Unit, and (iii) the 11 Commercial Unit.

3.4 478-480 Kent is a 21 story building with two separate entrances and two separate addresses. 480 Kent Avenue ("480 Kent") is the address for the tower portion of the building. It contains the 89 Tower Units and the Tower Common Elements (together, the "Tower Section"). 478 Kent Avenue ("478 Kent") is the address for the rental portion of the building (the "478 Rental Unit"), which contains approximately 86 rental apartments, including approximately 26 affordable apartments. The cellar of the Building will contain 20 Tower Parking Licenses in the Tower Parking Section of the Garage and the 478-480 Parking Unit.

3.5 482 Kent is a 22 story building containing (i) approximately 249 rental apartments, including approximately 75 affordable apartments, in 1 Rental Unit known as the "482 Rental Unit", (ii) the 11 Parking Unit, and (iii) the 482 Commercial Unit.

3.6 A parking garage (the "Garage") is located in the cellar beneath the three Buildings. The Tower Parking Section of the Garage is comprised of 20 Tower Parking Spaces and is a Tower Common Element. The 482 Parking Unit, 478-480 Parking Unit and 11 Parking Unit are referred to collectively as the "Parking Units". The balance of the Garage consists of the three Parking Units.

3.7 The 11 Wharf Way Rental Unit, 478 Rental Unit and 482 Rental Unit are referred to collectively, as the "Rental Units" and the "Rental Section".

3.8 Each of the three Rental Units (i.e., 11 Wharf Way Rental Unit, 478 Rental Unit and 482 Rental Unit), the three Parking Units (i.e., 482 Parking Unit, 478-480 Parking Unit and 11 Parking Unit), and the two Commercial Units (i.e., 482 Commercial Unit and 11 Commercial Unit) are each referred to individually as a "Base Unit" or a "Base Section" and collectively as the "Base Units" or the "Base Sections". Each of the Base Units or the Base Sections can be subdivided by its Owner as described herein. The Tower Units are not Base

Units. The owner of a Base Unit is herein called a "Base Unit Owner." From and after any subdivision of a Base Unit, the owner of any condominium unit resulting from such subdivision (a "Subdivided Base Unit") is herein called a "Subdivided Base Unit Owner."

3.9 Each of: (a) the Base Units or, as applicable, all Subdivided Base Units collectively but not individually (at any time that all Subdivided Base Units are not owned by the same Person); and (b) the entire Tower Section or the Unsold Tower Units collectively but not individually, is/are referred to in each case as a "Master Unit" and together as the "Master Units". The owner of each such Master Unit is referred to herein as a "Master Unit Owner" and the respective owners of all such Master Units are together referred to herein as the "Master Unit Owners". Notwithstanding the foregoing, (i) until the first closing in which the Tower Sponsor conveys title to a Tower Unit ("First Tower Closing"), the Sponsor as the Master Unit Owner of the Tower Units shall be deemed to be the Tower Unit Owner, and (ii) after the First Tower Closing, the Master Unit Owner with respect to the Unsold Tower Units shall be the Tower Sponsor. The owners of individual Tower Units and the Tower Board are not Master Unit Owners. For the avoidance of doubt, all "Master Units" are always also "Units," but not vice versa; a Master Unit shall only be a Master Unit, and a Master Unit Owner shall only be (and have the rights of) a Master Unit Owner, in each case for so long as and provided it meets the applicable definition and qualifications therefor set forth in this Section 3.9. At such time as a Master Unit is subdivided, it shall no longer be considered a Master Unit.

3.10 As more particularly described in Sections 8.5 and 8.7 below, certain amenities located throughout the three buildings are shared by the tenants of the Rental Section and the owners of Tower Section (collectively, the "Shared Amenities"), but will be part of the Rental Units. The amenities available only to the Tower Unit Owners (the "Tower Amenities") will be Tower Common Elements.

3.11 From the date hereof until the date on which a Unit is first conveyed or first distributed by Declarant to an unrelated Person, (i) Declarant shall have all the rights and obligations described herein and in the By-Laws with respect to such Unit as rights and obligations of the Unit Owner thereof and (ii) all references in this Declaration and in the By-Laws to the Unit Owner of such Unit shall be deemed to be references to Declarant.

3.12 The Tower Units, together with the lobby, hallways, corridors and other service, utility, mechanical and other areas constituting the Tower Common Elements and Tower Limited Common Elements (as described in Article 7 below) and/or otherwise designated as "Tower Common Elements" or "Tower Limited Common Elements" on the Floor Plans, but exclusive of any General Common Elements contained therein or appurtenant thereto, are hereinafter referred to as the "Tower Section". The Rental Units and the Tower Units are sometimes referred to herein as the "Residential Units". The Rental Sections and the Tower Section are sometimes collectively referred to herein as the "Residential Section".

3.13 Street Addresses. The overall street address of the Property is 11 Wharf Way, 478-480 Kent Avenue and 482 Kent Avenue, Brooklyn, New York 11249. The address of the Tower Section in particular is 480 Kent Avenue, Brooklyn, New York.

3.14 The Storage Lockers Licenses sold to the Tower Unit Owners are referred to as the "Tower Storage Locker Licenses". The Parking Licenses sold to the Tower Unit Owners are referred to as the "Tower Parking Licenses". The Tower Storage Locker Licenses and the Tower Parking Licenses are referred to collectively as the "Tower Licenses".

3.15 With respect to those Tower Units that contain a fireplace, the fireplace and all associated parts connected thereto, including, without limitation, the chimney and/or flue (the fireplace, together with such parts, the "Fireplace Parts") shall be deemed to be part of each of the aforementioned Tower Units, but the service and maintenance agreements for such Fireplace Parts shall be selected and entered into by the Tower Board. The cost of such maintenance agreements shall be paid by the Tower Board and assessed as a special assessment against the Owners of such Tower Units, in proportion of the number of Tower Units covered by such agreements. Owners of Tower Units with fireplaces will also be responsible for maintaining insurance with respect to the Fireplace Parts.

ARTICLE 4

THE BUILDING

The three (3) Buildings are classified as being of fireproof construction with reinforced concrete footings. The structural system consists of reinforced concrete shear walls, columns and flat slabs. The roof consists of insulation over structural concrete slab roofing covered with a cold fluid applied waterproofing membrane. Typical exterior walls above grade consist of a tempered vision glass curtainwall system with tempered vision glass spandrel panels. Exterior walls at the Ground Floor consist of primarily, floor to ceiling glazing and concrete shear wall faced with metal panel facing. The Buildings consist of the following:

11 Wharf Way: 22 stories plus a Cellar, Mechanical Roof and EMR, and EMR Roof;

478-480 Kent: 21 stories plus a Cellar, Mechanical Equipment Level, EMR and Main Roof Level, and Bulkhead Roof; and

482 Kent: 22 stories plus a Cellar, Main Roof and EMR, and Bulkhead Roof.

ARTICLE 5

THE UNITS

5.1 Floor Plans. The location of each Unit is shown on and is governed by the floor plans of the Building certified by David C. West, FAIA, intended to be filed with the Land Records Division/Tax Map Unit of The City of New York and recorded approximately simultaneously herewith in the City Register's Office (such floor plans, as the same may be amended from time to time, the "Floor Plans").

5.2 Schedule B Descriptions. Schedule B annexed hereto and made a part

hereof sets forth the following supplementary data: each Unit's unit designation, tax lot number, statement of location in the Buildings, approximate Unit and Limited Common Element square foot area, proportionate, undivided interest in fee simple absolute (expressed as a percentage) appurtenant to such Unit (the "Common Interest"), and portions of the Common Elements to which the Unit has immediate access.

5.3 Where applicable, each Unit includes, and each Unit Owner shall be responsible for, front entrance doors and any other entrance doors to such Unit, interior windows (i.e., windows that do not have exposure to the outside of the Building), flooring (including flooring and sub-flooring material), wall coverings, non-load bearing interior walls and partitions and sheet rock and plaster wall covering, smoke detectors, all plumbing, gas and heating fixtures and Equipment such as heating, ventilating and air conditioning units (including the fans inside the units), as may be affixed, attached or appurtenant to such Unit and serving such Unit exclusively. Plumbing, gas and heating fixtures and equipment as used in the preceding sentence shall include exposed gas and water pipes from branch or fixture shut-off valves attached to fixtures, appliances and equipment and the fixtures, appliances and equipment to which they are attached, and any special pipes or equipment which a Unit Owner may install within a wall or ceiling, or under the floor, but shall not include gas, water or other pipes, conduits, wiring or ductwork within the walls, ceilings or floors. Each Unit shall also include (i) all lighting and electrical fixtures, cabinets, including, without limitation, kitchen and bathroom cabinetry, countertops, and appliances within the Unit, and (ii) any equipment, fixtures or Facilities (as hereinafter defined) affixed, attached or appurtenant to the Unit, to the extent located within a Unit and serving or benefiting only that Unit. Notwithstanding anything contained in this Section 5.3 to the contrary, each Unit Owner will have the right, subject to such rules as may be imposed by the Condominium Board or the Tower Board, as the case may be, to install, at such Unit Owner's sole cost and expense, decorations, fixtures and coverings (including, without limitation, painting, finishing, wall to wall carpeting, pictures, mirrors, shelving and lighting fixtures) on the surfaces of the walls, ceilings and floors that face the interior of such Unit Owner's Unit and to a depth of one inch behind such surfaces for the purposes of installing nails, screws, bolts and the like, provided that no such installation shall impair the structural integrity or mechanical and electrical systems, or other Building Systems of such Unit or of the Building.

5.4 Each Building consists of the space designated on the Floor Plans as part of such Building together with those facilities located within the Building (except to the extent designated as a General or Limited Common Element), as described in Section 7.4, referred to as a "Building Common Element".

5.5 The cost of maintenance, operation, repair and replacement of a Building Common Element shall be shared by the owners of all the Units in that Building based on the relative Percentage Interest of the owners of the Units in that Building.

ARTICLE 6

DIMENSIONS OF UNITS

6.1 For purposes of calculating the square footage of each Unit, as set forth on Schedule B annexed hereto, the approximate square foot area of each Unit is measured horizontally, along a straight line at the outer most point of the exterior side of the exterior walls (columns, mechanical pipes, shafts, shaftways, chases, chaseways and conduits are not deducted from measurement of each Unit) to the centerline of the partitions separating one Unit from another Unit, or separating one Unit from corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements not within a Unit or along a straight line at the outermost point of the exterior side of the opposite exterior walls.

6.2 Exterior terrace areas are measured from the exterior face of the Unit to the interior face of the terrace walls.

6.3 Measured vertically, each Unit consists of the volume from the top of the floor slab below (located under the finished flooring and sub-floor materials, although such flooring and sub-flooring material shall be the property and responsibility of the applicable Unit Owner) to the underside of the floor slab above.

6.4 The method of measurement is not applicable to the individual apartments in the Base Units, which are not, on their own and as of the date hereof, separate Units hereunder.

6.5 The floor area occupied by any Common Elements bordering or within a Unit (such as the Building's facade or exterior walls, vents, chase walls or areas, conduits, ducts, shafts or pipes) have been included in the computation of the floor area of the Unit, but such Common Elements are not part of the Unit. As a result, the square footages shown are taken from points behind the walls enclosing the Unit and exceed the Unit's usable floor area. Minor inaccuracies in a Unit's square footage will not excuse a Purchaser from completing the purchase of a Unit without recourse against the Declarant, or reduction in the price.

ARTICLE 7

COMMON ELEMENTS

7.1 General.

7.1.1 The Common Elements consist of the entire Property including the Land and all parts of the Buildings and improvements thereon other than the Units and the Building Common Elements ("Common Elements"). The Common Elements include, among other things, all areas, Equipment or facilities for the common use of the Units in the Buildings or all or some (or, in the case of Common Elements exclusively serving a single Unit, one) of the Unit Owners or which are necessary or convenient for the existence, maintenance, operation or safety of the Property. The Limited Common Elements consist of the Common Elements that

benefit or serve exclusively:

(a) the Units in 11 Wharf Way, in which event they are called "11 Wharf Way Building Common Elements" or "11WW BCE",

(b) the Units in 478-480 Kent, in which event they are called "478-480 Common Elements" or "478 BCE",

(c) the Units in 482 Kent, in which event they are called "482 Common Elements" or "482 BCE",

(d) the Units in 478-480 Kent and 482 Kent, in which event they are called "478-480 and 482 Common Elements" or "478-482 BCE".

(e) the Rental Units in 478 Kent, 11 Wharf Way and 482 Kent, in which event they are called "Rental Common Elements" or "RCE",

(f) the Rental Units in 478 Kent and 482 Kent, in which event they are called "478 and 482 Rental Common Elements" or "478-482 RCE"

(g) the Tower Units, in which event they are called "Tower Common Elements" or "TCE,"

(h) one Tower Unit, in which event they are called "Tower Limited Common Elements" or "TLCE,"

(i) the 478-480 Residential Units, in which event they are called "478-480 Residential Common Elements" or "478 RCE",

(j) the exterior of the 11 Wharf Way Rental Unit, in which event they are called "11 Wharf Way Rental Exterior Common Elements",

(k) the exterior of the 478 Rental Unit, in which event they are called "478 Rental Exterior Common Elements",

(l) the exterior of the 482 Rental Unit, in which event they are called "482 Rental Exterior Common Elements", and

(m) the exterior of the 482 Commercial Unit, in which event they are called "482 Commercial Exterior Common Elements",

all of which are described in this Article 7, subject in all events however to any specific designation for any portion of the Property as may be reflected on the Floor Plans (whether or not consistent with the general descriptions contained in this Article 7). The Common Elements other than the Tower Common Elements are sometimes collectively referred to as the Non-Tower Common Elements.

7.1.2 As used herein, the words "facility" and "facilities" include, but are not limited to, the following fixtures, apparatus, equipment, personalty, appurtenances, installations, systems and other items (grouped more or less functionally) which are set forth only for the purpose of illustrating the broad scope of those terms: convector, radiator, heater, convertor, heat exchanger, mechanism, device, machinery, induction unit, fan coil unit, motor, pump, control, tank or tank assembly, condenser, compressor, fan, damper, blower, thermostat, thermometer, coil, vent, sensor, shut-off valve or other valve, gong, panel, receptacle, outlet, relay, alarm, sprinkler head, electric distribution facility, wiring, wireway, switch, switchboard, circuit breaker, transformer, fitting, siamese connection, hose, plumbing fixture, lighting fixture, other fixture, bulb, sign, telephone, meter, meter assembly, scaffolding, piping, line duct, conduit, cable, riser, main, shaft, pit, flue, lock or other hardware, rack, screen, strainer, trap, drain, catch basin, leader, filter, incinerator, canopy, closet, cabinet, door, railing, coping, step, furniture, mirror, furnishing, appurtenance, urn, carpeting, tile, marble or other floor covering, drapery, shade or other window covering, wallpaper or other wall covering, tree, shrubbery, flower or other plantings.

7.2 General Common Elements. The General Common Elements include those portions of the Property that are designated as "General Common Elements" on the Floor Plans and, to the extent not specifically identified as part of the General Common Elements on the Floor Plans, all other parts of the Property and all parts of the Building and the improvements contemplated to be constructed thereon (other than those areas and items specifically identified as part of a Unit, the Common Elements and/or the Limited Common Elements) the common use of which is necessary or convenient for the existence, maintenance, operation or safety of the overall Property. More specifically, the General Common Elements consist of the following (whether or not covered by the preceding sentence):

7.2.1 the Land, together with all easements, rights, and privileges appurtenant thereto (except as otherwise expressly provided in this Declaration).

7.2.2 Exterior walkways, driveways, exterior areas and egress stairs identified on the Floor Plans as General Common Elements.

7.2.3 All other parts of the Property and facilities either existing for the common use of all of the Units or Unit Owners or that serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the Property or all of the Units and/or Unit Owners and/or the Common Elements.

7.2.4 Roads and sidewalks, accessible to the waterfront park and the pathways to and along the East River.

7.3 Certain Common Elements may serve or benefit fewer than all of the Units in which event they shall be considered Limited Common Elements. In such event, only such Unit Owners of such Units so benefitted and/or served by a particular Common Element (individually, a "Benefitting Owner" and collectively, the "Benefitting Owners") shall (i) be responsible for Common Charges allocated to such Common Element and (ii) shall have the right to approve, vote in favor of, or otherwise exercise a consent right regarding any

determination to be made regarding such Common Element. This Declaration and the Floor Plans identify certain Common Elements and specifically list which Units are served by such Common Elements. It shall be the obligation of the Unit Owner whose Unit is identified on the Floor Plans to insure such Common Elements and perform and undertake all maintenance and Repair obligations with respect to such Common Element, in accordance with the terms of this Declaration and the By-Laws, and such Unit Owner that is responsible for same shall be referred to herein and in the By-Laws as the Responsible Owner (as defined in Section 6.7(i) of the By-Laws). In the case that a Unit is subdivided, the obligations of the Responsible Owner may be performed by a Sub-Board, if established after the first subdivision in accordance with Article 9 of the Declaration or alternatively, the Resultant Unit Owners (as defined in the By-Laws) may designate one of the Unit Owners as a Responsible Owner, provided that all Resultant Unit Owners shall be jointly and severally liable for the obligations of the Responsible Owner of their Building.

7.4 Building Common Elements. The owners of the Units in each Building will share the costs of the Building's Common Elements. Each Building's Common Elements to the extent included in, or on the exterior of, the Building, include those areas designated as such on the Floor Plans and described in Sections 7-5 through 7.8 below, as well as the following areas, to the extent such areas are not designated as General Common Elements or Limited Common Elements on the Floor Plans:

7.4.1 all foundations, foundation walls, structural walls, roofs (except as set forth in Section 7.4.19 of this Declaration), footings, columns, girders, beams, supports, interior load-bearing walls, floor slabs and ceilings; curtainwall system, all exterior windows, window frames and window glass, and exterior walls (except commercial storefronts of the Commercial units, if any); building core and shell; and the service elevator (including the associated shafts, elevator equipment, machine room, control room, overrun, pits entrances and appurtenant facilities) serving or benefiting all of the Units;

7.4.2 all passages and corridors, all fire staircases, landings and stairs, areas and spaces located in the Building, which are not located in any Unit;

7.4.3 all electric service rooms, gas, steam and water meter rooms, storage areas or rooms (except as otherwise expressly provided in this Declaration or the Floor Plans), workrooms, staff locker rooms, telephone rooms and other service, mechanical and utility rooms serving or benefiting all of the Units;

7.4.4 the mechanical areas which contain mechanical equipment serving or benefiting all of the Units in the Building;

7.4.5 the electric room and electrical vault located at the Cellar of each Building, which is for the common use of all of the Units;

7.4.6 central HVAC system, including any ventilation supply or exhaust system consisting of motors, ductwork, fans and controls, supply and return piping, serving or benefiting all of the Units;

7.4.7 central smoke and carbon monoxide alarm system serving or benefiting all of the Units;

7.4.8 hot water, condenser water and chilled water systems serving or benefiting all of the Units;

7.4.9 all mechanical equipment and associated piping and controls serving or benefiting all of the Units;

7.4.10 all electrical risers, feeders, lines and equipment, including incoming service, emergency generator main switchgear and distribution panelboards, conduits, wires, meters, transformers and panelboards serving or benefiting all of the units, excluding, however, all such items located within a Unit and serving only that Unit;

7.4.11 all plumbing fixtures, equipment for distribution of cold water and equipment for producing and distributing domestic hot water, including pumps, valves, heat exchangers, pressure reducers, meters and water heaters and chillers serving or benefiting all of the units, excluding, however, all such items located within a Unit and serving only that Unit;

7.4.12 all fire protection equipment for distribution of sprinkler and standpipe systems, including the water storage tank and the structure(s) provided for such tank;

7.4.13 all storm and sanitary sewer equipment and pipes (including vent lines, ejectors, interceptors, filters and valves), excluding, however, all such items located within a Unit and serving only that Unit;

7.4.14 the loading docks, if any, benefiting all of the Units in the Building;

7.4.15 without limiting the foregoing, whether or not specifically identified as part of the General or Limited Common Elements (or identified at all) on the Floor Plans, all other parts of the Property and all other facilities (including shafts, pipes, wires, ducts, vents, flues, cables, conduits and lines) and Equipment in the Building or on the Property (other than those areas and/or items specifically identified on the Floor Plans or herein as part of a Unit and/or the Limited Common Elements), which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of all the Units in the Building;

7.4.16 The window-washing equipment located on the roof of the Buildings;

7.4.17 all other facilities of the Building (including shafts, pipes, wires, ducts, vents, flues, cables, conduits and lines), if any, which exclusively serve or benefit all of the Units; and

7.4.18 smoke detection, alarm system, and sprinkler system; telephone system and cable television system, if any, which exclusively serve or benefit all of the Units; and

7.4.19 all structural repairs of the roofs, including the Green Roofs, Private Terraces, Amenity Roof Terraces, and Balconies will be borne by the Tower Board as a Tower Common Expense. All normal and ordinary maintenance, repair and replacement of Green Roofs, Private Terraces, Amenity Roof Terraces, Balconies (i.e., cleaning surface areas, patching chipped concrete or pavers, repairing and/or replacing fixtures, furniture, fencing or railing enclosures, etc.) shall be tended to and paid for by the Unit Owner(s) having the exclusive use thereof.

7.5 478-480 Kent and 482 Kent Building Common Elements. The owners of the Units in 478-480 Kent and 482 Kent will share the costs of the 478-480 and 482 Common Elements. The 478-480 and 482 Common Elements include:

7.5.1 The gas room, telecom room and water service room on the Cellar floor of 482 Kent;

7.5.2 The BOH corridors on the Cellar floor between 478-480 Kent and 482 Kent;

7.5.3 The loading dock and building storage on the First Floor of 482 Kent;

7.5.4 A portion of the mechanical roof on the Eighth Floor; and

7.5.5 The mechanical room on the Twenty-Second Floor of 482 Kent and the mechanical roof on the EMR Level of 482 Kent.

7.6 478-480 Building Common Elements. The owners of the Units in 478-480 Kent will share the cost of the 478-480 Building Common Elements. The 478-480 Building Common Elements include:

7.6.1 The sewage ejector room and the public corridor, on the Cellar Floor of 478-480 Kent;

7.6.2 Staircases A and B on the Cellar through the Twenty-Second Floors; and

7.6.3 Staircase C on the Cellar through the Third Floors.

7.7 482 Building Common Elements. The owners of the Units in 482 Kent will share the cost of the 482 Building Common Elements. The 482 Building Common Elements include:

7.7.1 The sewage ejector room on the Cellar Floor of 482 Kent;

7.7.2 Staircase A on the Cellar and First Floors of 482 Kent;

7.7.3 Staircase B on the Cellar Floor of 482 Kent;

7.7.4 The fire pump room on the Second Floor;

7.7.5 The plumbing equipment room on the Fourth Floor;

7.7.6 The telecom room on the Sixth Floor; and

7.7.7 and

7.7.8 The Bulkhead Roof on the EMR Roof Level.

7.8 11 Wharf Way Building Common Elements. The owners of the Units in 11 Wharf Way will share the cost of the 11 Wharf Way Building Common Elements. The 11 Wharf Way Building Common Elements include:

7.8.1 Staircases A and C on the Cellar and First Floors;

7.8.2 The gas room, the telecom room, the B.O.H. corridor, the water service room, the EMR, the SE-1, and the flood log storage room on the Cellar Floor;

7.8.3 The loading dock on the First Floor;

7.8.4 The electrical distribution room and the fire pump room on the Second Floor;

7.8.5 The plumbing equipment room, the telecom room, and the ATS on the Fourth Floor;

7.8.6 The mechanical room and the ATS on the Twenty-Second Floor; and

7.8.7 The Mechanical Roof on the EMR Level and the EMR Roof on the EMR Roof Level.

7.9 The 11 Wharf Way, 478 Kent and 482 Kent Rental Common Elements. The Rental Common Elements are shared by the owners of the Rental Units in 11 Wharf Way, 478 Kent and 482 Kent. The Rental Common Elements include:

7.9.1 Residential Tenant Storage on the Third through Seventh Floors; and

7.9.2 The portion of the Residential Amenity Roof Terrace on the Eighth floor of 482 Kent that is designated on the Floor Plans as RCE.

7.10 478-482 Rental Common Elements. The 478 and 482 Rental Common Elements are shared by the owners of the Rental Units in 478 Kent and 482 Kent. The 478 and 482 Rental Common Elements include:

7.10.1 Residential Tenant Storage, Residential Employee Breakroom and Residential Bicycle Storage on the Cellar Floor of 482 Kent.

7.11 478-480 Residential Common Elements. The 478-480 Residential Common Elements are shared by the owners of the 478 Rental Unit and the Tower Unit. The 478-480 Residential Common Elements include:

7.11.1 Compactor room on the Cellar Floor;

7.11.2 Fire pump room on the Second Floor;

7.11.3 Plumbing equipment room on the Fourth Floor of 478-480 Kent;

7.11.4 Mechanical room and ATS room on the Seventh Floor;

7.11.5 Mechanical Room #1, Mechanical Room #2 and Roof Terrace on the Twenty-First Floor; and

7.11.6 EMR and Main Roof Level on the Twenty-Second Floor and Bulkhead Roof on the EMR Level.

7.12 Tower Common Elements. The Tower Common Elements consist of those portions of the Property designated on the Floor Plans as "Tower Common Elements" or, to the extent such Common Elements are located on the exterior of the Buildings, the "Tower Exterior Common Elements"; and also those Common Elements (other than vertical shaftways and penetrations) which exclusively serve or exclusively benefit all or any part of the Tower Section whether or not designated as Tower Common Elements (or designated at all) on the Floor Plans (but excluding any items therein or in the Building which are not part of the Property). The Tower Common Elements include, without limitation, the following:

7.12.1 the passenger elevators and the service elevators, in each case, which exclusively serve or benefit the Tower Section and in each case including the shafts, elevator equipment, elevator pits, alcoves, and entrances and appurtenant facilities;

7.12.2 smoke and carbon monoxide alarm system, telephone system and cable television system exclusively serving the Tower Section;

7.12.3 any ventilation supply or exhaust system consisting of motors, ductwork, fans and controls, supply and return piping, and the hot water and condenser water systems serving or benefiting solely the Tower Section;

7.12.4 all mechanical equipment and associated piping and controls serving or benefiting solely the Tower Section;

7.12.5 all electrical risers, feeders, lines and equipment, including incoming service, main switchgear and distribution panelboards, conduits, wires, meters, transformers and panelboards serving or benefiting solely the Tower Section;

7.12.6 all plumbing fixtures, equipment for distribution of cold water and equipment for producing and distributing domestic hot water, including pumps, valves, heat exchangers, pressure reducers, meters and water heaters, serving or benefiting solely the Tower Section;

7.12.7 all storm and sanitary sewer equipment and pipes (including vent lines, ejectors, interceptors, filters and valves), serving or benefiting solely the Tower Section;

7.12.8 all fire protection equipment for distribution of sprinkler and standpipe systems serving or benefiting solely the Tower Section;

7.12.9 all electric service rooms, gas, steam and water meter rooms, workrooms, locker rooms, telephone rooms and other service, mechanical and utility rooms serving or benefiting solely the Tower Section;

7.12.10 the following areas on the Cellar Floor of 480-482 Kent: self-parking spaces as shown on the Floor Plans; bicycle storage, in all events subject to the right of the Tower Board to charge a fee for and adopt Tower Rules and Regulations with respect to the use thereof; laundry room; residential tenant storage room; residential pet grooming room; and employee break room;;

7.12.11 the following areas on the First Floor of 480-482 Kent: the Tower Section lobby (the "Tower Lobby") and adjacent package room and mail room as shown on the Floor Plans; any canopies extending over the Tower Lobby entrance; residential amenity rooms as shown on the Floor Plans; game room; pantry; lounges as shown on the Floor Plans; and amenity roof terrace;

7.12.12 the portion of the Residential Amenity Roof Terrace on the Eighth Floor of 478-480 Kent and 482 Kent hatched as TCE on the Floor Plans;

7.12.13 all halls, passages, corridors, storage rooms, housekeeping areas, trash storage rooms, trash rooms, package overflow rooms, janitor's closet, workshop, resident manager and property manager offices, mechanical and other rooms, areas and spaces (including their respective floors, ceilings and enclosing walls) located in the Building which exclusively serve or benefit all or a combination of the Tower Units and are not part of any Unit;

7.12.14 those stairs and stairways in the Tower Section shown on the Floor Plans as Tower Common Elements (and excluding those stairs, stairways and fire stairways in the Tower Section shown on the Floor Plans and not constituting part of another Common Element or Unit);

7.12.15 all Building storage rooms, locker rooms, telephone rooms and other service, mechanical and utility rooms which exclusively serve or benefit any combination of the Tower Units;

7.12.16 all security monitors and equipment and other security facilities exclusively serving or benefiting any combination of the Tower Units;

7.12.17 all loading docks, if any, exclusively serving the Tower Section;

7.12.18 to the extent shown on the Floor Plans as Tower Common Elements, those facilities, components, rooms, areas, corridors, spaces and facilities of the Building (irrespective of where the same are located) which exclusively serve the Tower Section (and excluding any such facilities, components, rooms, areas, corridors, spaces and facilities which are specifically identified on the Floor Plans or herein as part of a Tower Unit and/or General Common Elements); and

7.12.19 whether or not specifically identified as part of the Tower Common Elements (or identified at all) on the Floor Plans, all other parts of the Property and all other facilities (including shafts, pipes, wires, ducts, vents, flues, cables, conduits and lines) and Equipment in the Building or on the Property (other than those areas and/or items specifically identified on the Floor Plans or herein as part of a Unit and/or the General Common Elements or Non-Tower Common Elements), which serve or benefit or are necessary or convenient or existing for the use, existence, maintenance, operation or safety of all or any part of the Tower Section exclusively.

7.13 Tower Limited Common Elements: Certain portions of the Tower Common Elements that are limited and further restricted in use to the owners of Tower Units to which such Tower Limited Common Elements are appurtenant, subject to the right of the Condominium Board or Tower Board to enter upon any such Tower Limited Common Element to make structural repairs or structural replacements to said Tower Limited Common Element or any other Common Element contained therein, and subject to the Rules and Regulations of the Condominium.

7.13.1 All normal and ordinary maintenance, repair and replacement of Tower Limited Common Elements (i.e., cleaning surface areas, patching chipped concrete or pavers, repairing and/or replacing fencing or railing enclosures, etc.) shall be tended to and paid for by the Tower Unit Owner having the exclusive use thereof. However, washing exteriors of windows will be borne by the Tower Unit Owners as a Tower Common Expense. Structural repairs of the Tower Limited Common Elements will be borne by the Tower Unit Owners as a Tower Common Expense.

7.13.2 Tower Unit Owners shall be responsible for washing the interior side of any and all windows in their Unit at such Unit Owner's sole cost and expense. Subject to the foregoing, the maintenance, repair and replacement of: (a) the windows in the Tower Section shall be performed by the Tower Board and shall be a Tower Common Expense; (b) the maintenance, repair and replacement of the windows in the Non-Tower Section shall be the responsibility of the Non-Tower Unit Owner whose windows need to be maintained, repaired, or replaced. Notwithstanding the foregoing sentence, any replacement of glass windows in any Tower Unit because of breakage shall be made by the Tower Board at the sole cost and expense of the owner of such Unit (unless such breakage is caused by the Tower Board or the negligence of any other Unit Owner, in which event such replacement of glass windows will be at the sole cost and expense of the Tower Board or such negligent Unit Owner, as the case may be).

7.13.3 That portion of equipment, fixtures or Facilities serving or benefiting one Tower Unit, to the extent located within another Unit or within a Common Element to which there is direct and exclusive access from the interior of a Tower Unit. Notwithstanding anything to the contrary contained in the By-Laws or this Declaration, the Tower Unit Owner who is so served or benefited by such Tower Limited Common Elements shall have the exclusive right to use such Tower Limited Common Elements and shall be responsible for their normal operation, maintenance, and repair at such Unit Owner's sole cost and expense.

7.13.4 All other Facilities exclusively serving one or more but not all Tower Units, excluding the Tower Units, the Tower Common Elements, the Non-Tower Common Elements, and the General Common Elements, and which serve or benefit or are necessary or convenient for the existence, maintenance, operation, or safety of one or more but not all of the Tower Units.

7.14 Exterior Common Elements. Appurtenant to the Rental Units and the Commercial Units are exterior spaces designated on the Floor Plans as Exterior Common Elements. The owner of each Unit shall be responsible for its Exterior Common Elements at its sole cost and expense.

7.15 Utility Vaults. While located outside of the Property line, the utility vaults located in the sidewalk appurtenant to (i) one or more of the Buildings (serving all of the Units) as shown on the Floor Plans shall be deemed to be a General Common Element (for purposes of maintenance, use, operation, and cost allocations only) and shall be operated and Maintained by the Condominium Board, the cost of which shall be a Common Expense, including without limitation costs for any taxes which may be assessed against such utility vault space.

7.16 As used in this Declaration and the By-Laws, "Roof and Roof Setbacks" refers to roofs, setbacks and terraces identified on the Floor Plans as such, which shall include, without limitation, the underlayment, membranes, flashings, gutters, fasteners, pipes, vents, skylights and coatings and other roofing material necessary to construct the Roof and Roof Setbacks but shall not include any Roof Setback Installations thereon. "Roof Setback Installations" refers to any decking material or other surface coverings, structures, water features, fencing, lighting, landscaping, trees, shrubbery, planters, and other plantings, furniture, equipment and installations on a Roof or Roof Setback.

ARTICLE 8

USE OF BUILDINGS, UNITS AND COMMON ELEMENTS

8.1 Use of the Tower Units.

8.1.1 General. A Tower Unit may generally be used only for residential purposes and, subject to compliance with this Declaration, the Condominium By-Laws, and the Tower By-Laws, for a lawful home occupation as defined in the Zoning Resolution and subject to such additional requirements as are set forth in the Tower By-Laws. Notwithstanding the

foregoing, the Tower Units may not be used, in fact or in effect, as part of or in furtherance of an Occupancy Plan or any other program, plan, entity, agreement, or other arrangement providing for short-term, fractional, or shared use and/or ownership of such Unit, including, without limitation, as part of a travel club, "home share" platform such as AirBnB or Onefinestay, vacation rental platform such as VRBO, or any enterprise having similar attributes without the approval of the Declarant or the Declarant's designee. Subject to the foregoing, Tower Units may only be leased in accordance with the Tower By-Laws and the Tower Rules and Regulations. An "Occupancy Plan" means a program, plan, entity, agreement, or other arrangement for the use, occupancy, marketing, advertising, or promotion of one or more Units under short-term, timeshare, fractional, or shared ownership, interval exchange (whether the program is based on direct exchange of occupancy rights, cash payments, reward programs, or other point or accrual systems) or other membership plans or arrangements through which a participant in the plan or arrangement acquires a direct or indirect ownership interest in the Tower Unit(s) in question with attendant rights of periodic use and occupancy or acquires contract rights to such periodic use and occupancy of such Tower Unit(s) or a portfolio of accommodations including such Tower Unit(s).

8.1.2 Unsold Tower Units. Notwithstanding the foregoing or anything contained herein, in the Condominium By-Laws, the Tower By-Laws or any Rules and Regulations to the contrary, subject only to compliance with all Laws, Sponsor (and its designees) may, without the permission of any Board or any other Person use or grant permission for the use of any Unsold Tower Unit for any lawful purpose, including, but not limited to, the use of any Unsold Tower Units as models and sales and/or promotion offices in connection with the sale or rental of the Tower (or all or any portion of the other) Units or for any other purpose. As used in the Condominium Documents, "Unsold Tower Unit" refers to any Tower Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by Sponsor or any of its designees as the holder of one or more Unsold Tower Unit(s); any Tower Unit that is acquired, individually or collectively, by a principal of Sponsor or a group of which Sponsor or one or more of its principals is a member; or a Tower Unit that is acquired, individually or collectively, by either the holder of a Permitted Mortgage given by Sponsor or the designee of a holder of such a Permitted Mortgage.

8.2 Use of Rental Units. Subject to compliance with all Laws, including, without limitation, the certificate of occupancy for such Unit and any applicable zoning regulations, and except as otherwise provided herein and in the Condominium By-Laws, each Rental Unit may be used and operated for any legally permitted purpose. The Unit Owner of any such Unit may lease or license all or any portion of its Unit to one or more lessees (or may permit occupants or permittees to use all or any portion of its Unit) so long as the uses thereof are in conformance with all Laws, this Declaration and the Condominium By-Laws. No Units may be used as a pornography store, massage parlor, drug treatment facility, homeless shelter, so called "discount" or 99-cent store, video arcade, betting parlor or other gambling related establishment. Notwithstanding anything contained herein to the contrary, no portion of the Rental Unit may be used by an Occupant or Lessee, in fact or in effect, as part of or in furtherance of any program, plan, entity, agreement or other arrangement providing for short term use, including, without limitation, as part of a travel club, "home share" platform such as AirBnB or Onefinestay, vacation rental platform such as VRBO, or any enterprise having similar

attributes to the extent the same would be in violation of applicable law without the approval of the Unit Owner.

8.3 Use of Commercial Units. Subject to compliance with all Laws, including, without limitation, the certificate of occupancy for such Unit and any applicable zoning regulations, and except as otherwise provided herein and in the Condominium By-Laws, the Commercial Units may be used and operated for any legally permitted purpose. The Unit Owner may lease or license all or any portion of its Unit to one or more lessees (or may permit occupants or permittees to use all or any portion of its Unit) so long as the uses thereof are in conformance with all Laws, this Declaration and the Condominium By-Laws. Such Commercial Units shall not be used as a pornography store, massage parlor, drug treatment facility, homeless shelter, so called "discount" or 99-cent store, video arcade, betting parlor or other gambling related establishment.

8.4 Use of Non-Tower Units. Declarant (and its designees, successors, and assigns) reserves the right to use the Non-Tower Units for any lawful purpose permitted under the Zoning Resolution of the City of New York and other applicable Law except that the Non-Tower Units may not be used for any obscene or noxious purpose.

8.5 Use of Parking. Declarant is selling 20 Tower Parking Licenses to Purchasers of Tower Units to enable Tower Unit Owners to park in the Tower Common Element section of the parking garage located in the cellar beneath 478-480 Kent (the "Tower Parking Section"). The parking spaces in the Tower Parking Section are called "Tower Parking Spaces." The balance of the parking garage is comprised of the interconnected Parking Units with monthly, daily, and hourly parking available to the public. The Commercial Bicycle Storage is located within Parking Unit 2 and will be accessible by the Commercial Unit Owners and its tenants as determined by the Commercial Unit Owners.

8.5.1 The Tower Parking Section may be used only for storage of a motor vehicle. No materials which pose a health or safety threat or which otherwise create a nuisance may be stored therein, and Tower Parking Spaces may not be used to store toxic, inflammable or combustible items as defined in the Building Code of the City of New York. Failure of a Unit Owner to comply with the use limitations set forth in the immediately preceding sentence may result in issuance by the New York City Department of Buildings of a violation against the Building along with imposition of an associated fine, which fine shall be paid by the violating Tenant and Unit Owner as more particularly set forth in the By-Laws, and cure the violation within ten (10) days. Declarant and the Tower Board shall have the right to cure the violation at the licensee's expense, if the licensee fails to do so after notice. Notwithstanding the foregoing, Declarant or a Declarant Designee shall have the right to use any unlicensed Tower Parking Space for any purpose permitted by Legal Requirements (as hereinafter defined) or to change the permitted use of any unlicensed Tower Parking Spaces, subject, however, to the provisions of this Declaration.

8.5.2 Declarant shall be the initial licensor of the Tower Parking Spaces and the Tower Storage Lockers. The Board shall be obligated to execute the licenses in conjunction with the initial licensing thereof, and shall not participate in the proceeds of the sale

of such licenses.

8.5.3 Holders of Parking Licenses, excluding Sponsor with respect to unsold Tower Parking Licenses, will be required to pay a license fee to the Condominium, which license fee is subject to change from time to time as the Board deems necessary in its discretion.

8.5.4 Tower Parking Licenses shall provide, among other things, for the exclusive use of parking of licensee's vehicle for so long as the licensee owns or rents a Unit in the Condominium, for fees for parking as determined by the Tower Board, and further may provide that the Parking Space may be used only for the parking and storage of motor vehicles and/or motorcycles. The Tower Parking License shall provide that the licensee must be a Tower Unit Owner and/or occupant of a Tower Unit. Licensees under such Tower Parking Licenses shall also be required to pay a monthly license fee, as well as all parking taxes that may be applicable. The Parking License may be assigned by licensee for such sums as are agreed to between licensee and such assignee at any time provided (i) the assignee is a Tower Unit Owner (by operation of Law or otherwise) or a tenant, (ii) the assignee assumes the obligations under the Tower Parking License, (iii) a copy of the assignment and assumption on terms reasonably acceptable to the Board is delivered in writing to the Tower Board, and (iv) no outstanding monies are owed to the Board by the assigning licensee. If the Tower Parking License is not assigned and assumed by another Tower Unit Owner or a tenant, the Tower Board shall have the right to terminate the Tower Parking License and take possession of the same, without compensation to the licensee. Licensee shall have no other right to assign or transfer the Tower Parking License, sublet or sublicense the Tower Parking License or any part thereof, nor allow the Tower Parking Space or any part thereof to be used by any other person, corporation, partnership or other business entity, without the prior written consent of the Tower Board. In the event of any termination of a Tower Parking License, the Tower Board shall have the right to enter into a new Tower Parking License for such space and collect fees thereunder. If a Tower Unit Owner or a tenant holding a Tower Parking License defaults in its obligations under the Tower Parking License or under this Declaration or the By-Laws, the Tower Board may, in addition to the rights and remedies set forth herein: (i) deny access to and use of the Tower Parking License until such Unit Owner cures such default, or (ii) terminate the Tower Parking License upon written notice to the Unit Owner.

8.5.5 One Tower Parking Space will be designated as a handicapped parking space (the "Handicap Parking Space") for use by the Tower Unit Owners and will be the last parking space sold if one has not previously been sold to a Handicapped Tower Unit Owner. The purchase of the Handicap Parking Space and any subsequent sale or transfer of it are subject to the following covenants and restrictions in the License Agreement: "In the event the present or future owner of a Tower Unit or member of his or her family member residing in the Tower Unit, becomes handicapped and said Tower Unit Owner does not own a parking space, said Tower Unit Owner has the right to demand that the owner of the Handicap Tower Parking Space sell it at then current, fair market value to said handicapped owner. All costs and expenses entailed in the transfer of title to the parking spaces, including without limitation, title abstracts, title insurance, transfer taxes and recording fees and reasonable attorney fees shall be borne by the party requesting the transfer. The owner of the Handicap Parking Space must comply with the aforementioned demand upon thirty (30) days written notice. If the parties cannot agree on

the fair market value of the Handicap Parking Space then the parties agree to submit the matter to binding arbitration in accordance with Article 14 of the By-Laws of the Condominium."

8.6 Publicly Accessible Areas.

8.6.1 The Property is located on a parcel of land in the Williamsburg Section of Brooklyn, adjacent to the East River and Declarant is obligated to create a Waterfront Public Access Area ("WPAA") and a Publicly Accessible Area ("PAA") and has entered into a Restrictive Declaration requiring Declarant to execute a maintenance and operations agreement (the "WPAA Maintenance Agreement") with the NYC Department of Parks and Recreation ("DPR"). Declarant, its successors and assigns, for so long as any shall have any right, title or interest in the Property, shall maintain ownership of the WPAA and PAA and shall be responsible for the maintenance and capital repair of the WPAA and PAA, subject to the terms and conditions of the WPAA Maintenance Agreement and of the Restrictive Declaration.

8.6.2 Pursuant to the Restrictive Declaration, Declarant is required to develop the parcel of land located between the Buildings and the shoreline into a waterfront park. Before Declarant can obtain a TCO for the Condominium, Declarant must receive a Notice of Substantial Completion for the Public Walkway from the DPR. Declarant must also deposit a performance bond, an irrevocable letter of credit or other security acceptable to the City in an amount equal to $2.84 per square foot in an account for the WPAA which will be adjusted by CPI for 5 years ("Maintenance Payment") into a maintenance account ("Maintenance Account") for the funding of the ordinary maintenance and future capital repairs of the Public Walkway. The Restrictive Declaration does not require Declarant, Declarant's Affiliate, the POA or the Condominium to pay any increases in the Annual Maintenance Payment, except for annual CPI increases, and neither Declarant nor Declarant's Affiliate makes any representation that the Annual Maintenance Payment will be sufficient to maintain, repair, replace, rebuild, restore or operate the Public Walkway at any point in the future. The anticipated completion date of the Public Walkway is on or about February, 2025. No funds have been escrowed in regard to the obligations to obtain the Notice of Substantial Completion.

8.6.3 In accordance with the Restrictive Declaration dated as of March 8, 2022, and recorded on March 15, 2022 as CRFN 022031500804 and any subsequent recorded amendments thereto or notices thereof (including the Notice of Restrictions to be recorded following recording of this Declaration specifying that the subdivided tax lots are subject to the terms and conditions of the Restrictive Declaration), Declarant will organize a homeowner's association to be known as the Kent Avenue Property Owner's Association, Inc. (the "POA") pursuant to the New York State Not-for-Profit Corporation Law. The POA will be established for the purpose of collecting funds for the payment of the Annual Maintenance Payment and renewing and maintaining the Maintenance Security (as such term is defined in the Restrictive Declaration). The Condominium Board is liable for its pro-rata share of the assessments of the POA (the "POA Assessments") and the obligation to make such payment is binding on the Condominium Board. The Common Charges payable by the Unit Owners include a line item for POA Assessments. The construction and maintenance of the WPAA and PAA, as well as all other obligations of the POA under the Restrictive Declaration, are essential elements of the New York City actions permitting the development of the Property.

8.6.4 The POA's obligation under the Restrictive Declaration is in perpetuity and may not be terminated, except by written instrument executed by Declarant or its successors in title and the New York City Department of Parks and Recreation or any successor to its jurisdiction. Upon the recording of the Declaration of Covenants, Restrictions, Easements, Charges and Liens of the POA ("POA Declaration"), there will initially be two (2) members of the POA (the "POA Members"), one appointed by the Condominium Board who shall assume Declarant's membership status in the POA, and one appointed by the owner of the Adjacent Parcel (defined below). A Board of Directors, initially consisting of two (2) directors appointed by the Condominium Board shall have the power to impose the POA Assessments and to collect the funds necessary to satisfy the obligations of the POA, including with respect to the Public Walkway and to pay the POA's insurance and administrative costs, payable by all Units in the Condominium (the "POA Property"). Article 6 of the POA Declaration sets forth the method by which POA Assessments will be calculated and allocated to the components of the POA (the "Allocable Percentage"). Each POA Member shall collect the POA Assessments as part of the common charges of such POA Member's Condominium, in accordance with the condominium documents of such condominium and the POA Declaration and By-Laws, and deliver such POA Assessments to the POA. Failure to pay a POA Assessment to the POA within ninety (90) days of the date such payment is due shall be a charge and continuing lien upon the non-paying POA Member's Building (the "Delinquent Member") (i.e., the Units located in such Building which are included in the POA Property, if such Building is a Condominium), or a lien on the non-paying Unit Owner's Unit. In the event the paying Member (the "Non-Delinquent Member") pays the Delinquent Member's POA Assessments, the Non-Delinquent Member shall have all rights granted to the Board of Directors under Article 13 of the POA By-Laws to collect such payment against the Delinquent Member. Any Unit Owner may discharge such lien with respect to such Unit Owner's Unit by payment to the POA of such Unit Owner's Allocable Percentage of the POA Assessment, or by providing proof that such payment was made to the Delinquent Member.

8.6.5 Adjacent to the north side of the Property is an approximately 64,845 square foot parcel of land (the "Adjacent Parcel"), that an affiliate of the Declarant has acquired. It is presently anticipated that the development on the Adjacent Parcel will include residential and commercial condominium units. It is anticipated that the POA will be expanded to include the development on the Adjacent Parcel. This Condominium and the owner(s) of the Adjacent Parcel would share the costs of maintaining, repairing and replacing the areas included in the POA. The POA would be expanded to three members and three directors.

8.7 Shared Amenities. The Buildings will contain certain amenities that will be accessible by the Tower Unit Owners and the tenants in the Rental Units (the "Shared Amenities"). The Shared Amenities consist of the residential exercise rooms, restrooms, locker area, pantry, residential lounges, pool deck, and outdoor pool on the Club Floor (8th Floor) of the 478 Rental Unit in 478 Kent and the basketball court in the 11 Wharf Way Rental Unit in 11 Wharf Way. Since the Shared Amenities are located within the Rental Units, the Tower Board will enter into an amenity agreement with the Rental Unit Owners for the use of the shared amenities. The initial amenity agreement will have a term of five (5) years. Tower Unit Owners will contribute to the overhead, maintenance, repairs, alterations, and additions to the Shared Amenities via Common Charges.

8.8 No Interference. Subject to any easements (exclusive or otherwise) and/or rights of access or as otherwise provided in the Condominium Documents with respect to the Common Elements, none of the Boards nor any Unit Owner shall impede the exercise of or encroach upon the rights of the others of such parties or anyone claiming, by, through or under them, including, but not limited to, the occupants of the Units and their respective invitees, to use the same.

8.9 Except as otherwise provided in the By-Laws, the Common Elements may be used only for the furnishing of the services and facilities and for the other uses for which they are reasonably suited. Subject to any easements (exclusive or otherwise) and/or rights of access provided in this Declaration with respect to the Common Elements, neither the Board nor any Unit Owner shall impede the exercise of or encroach upon the rights of the other Unit Owners or anyone claiming, by, through or under them, including, but not limited to, the occupants of the Units and their respective invitees, to use the same.

8.10 No nuisance shall be allowed in the Property nor shall any use or practice be allowed in the Property which interferes with the peaceful possession or proper use thereof by the Unit Owners or the occupants of their respective Units. No improper, offensive, or unlawful use shall be made of the Property or any portion thereof. All applicable Laws relating to any portion of the Property shall be complied with at the sole expense of whichever of the Unit Owner(s) or Board(s) shall have the obligation pursuant to the Declaration, and the By-Laws to maintain or repair such portion of the Property.

8.11 The Storage Lockers may only be used for storage purposes, and in no event may the Storage Lockers be used as dwelling spaces. No materials which pose a health or safety threat or which otherwise create a nuisance may be stored therein, and Storage Lockers may not be used to store toxic, inflammable, or combustible items as defined in the Building Code of the City of New York. Failure of a Tower Unit Owner to comply with the use limitations set forth in the immediately preceding sentence may result in issuance by the New York City Department of Buildings of a violation against the Building along with imposition of an associated fine, which fine shall be paid by the violating Tower Unit Owner as more particularly set forth in the By-Laws, and cure the violation within ten (10) days. Sponsor and the Condominium Board shall have the right to cure the violation at the licensee's expense, if the licensee fails to do so after notice. Notwithstanding the foregoing, Declarant or a Declarant Designee shall have the right to use any unlicensed Storage Lockers for any purpose permitted by Legal Requirements (as hereinafter defined) or to change the permitted use of any unlicensed Storage Lockers, subject, however, to the provisions of this Declaration. Except for Declarant, a license for a Storage Locker may not be used by anyone other than a Tower Unit Owner or its tenant.

8.12 If the use of any Unit causes an increase in the premium for the insurance obtained by the Board or any other Unit Owner, then the owner of such Unit causing such an increase shall be obligated to pay to the Board, as additional Common Charges (as defined in the By-Laws), or to such other affected Unit Owner(s), a sum equal to the amount of such increase attributable to such use (and such obligation shall be enforceable by the Board, on behalf of the affected Unit Owner(s), as if such amount payable were part of Common Charges).

8.13 Each Unit Owner (and any Occupant of a Unit) shall at all times, at its sole cost and expense: (a) conduct its use of the Unit in an orderly and proper manner so as not to unreasonably disturb other Unit Owners or Occupants or cause any nuisance that interferes with the peaceful possession or proper use thereof by the Unit Owners or the Occupants of their respective Units; (b) take all reasonable measures to minimize the noise level of its operations; (c) cause all of the Equipment in its respective Unit to comply with all Laws and Insurance Requirements; (d) maintain the interior and exterior of its respective Unit in a clean, orderly and sanitary manner at all times; (e) keep its respective Unit free from vermin, rodents, and anything of a similar nature and provide extermination service to its respective Unit on a regular basis in accordance with good commercial practice (it being understood that if a Unit Owner or its lessees, Occupants, or permittees fail after notice from the Board to keep its respective Unit free from vermin or rodents, the Board shall have the right, at the sole cost and expense of the Unit Owner who failed to take such measures, to take any and all measures deemed reasonably necessary or reasonably desirable to eradicate all vermin or rodents from such Unit Owner's Unit); (f) not permit the emanation of objectionable odors from its respective Unit; (g) keep the waste drains emanating from its respective Unit free from obstructions; and (h) otherwise maintain and operate its respective Unit in a manner consistent with standards appropriate for a Comparable Building (as defined in the Condominium By-Laws). To the extent that a Unit has a Limited Common Element appurtenant to such Unit, the foregoing shall also apply with respect to the maintenance of such Limited Common Element by the Unit Owner having exclusive use thereof.

8.14 The Units may be owned or leased by an individual, corporation, partnership, limited liability company, fiduciary, or any other entity (including, but not limited to, embassies and consulates of foreign governments).

8.15 No income derived from any use of any Unit or License will constitute income to the Boards or any other Unit Owner.

8.16 Subject to any easements (exclusive or otherwise) and/or rights of access provided in this Declaration with respect to the Common Elements, neither the Boards nor any Unit Owner shall impede the exercise of or encroach upon the rights of the other Unit Owners or anyone claiming, by, through or under them, including, but not limited to, the Occupants (as defined in the By-Laws) of the Units and their respective invitees, to use the same.

8.17 Notwithstanding anything to the contrary contained herein, in the By-Laws or the Rules and Regulations to the contrary, Declarant or its designee may, without the permission of the Board, use or grant permission for the use of any Unsold Tower Unit as models and sales and/or promotion offices in connection with the sale or rental of the Tower Units, subject to compliance with applicable governmental laws and regulations as to any such use.

8.18 Except as otherwise provided in the By-Laws: (i) the Common Elements may be used only for the furnishing of the services and facilities and for the other uses for which they are reasonably suited; (ii) Parking Spaces and Storage Lockers may only be used in accordance with the By-Laws; and (iii) Terraces may be used only for purposes commensurate with the uses permitted of the Tower Units to which they are appurtenant.

8.19 Each Unit shall be subject to an easement in favor of the Condominium Board and the Tower Units shall also be subject to an easement in favor of the Tower Board, on behalf of all Unit Owners and the Tower Unit Owners, to use, operate, maintain, repair, alter, rebuild, restore, and replace all Common Elements located in such Unit or elsewhere on the Property. In addition, Declarant (or its designee) and the Board shall have the right to erect scaffolding on or upon any of the Terraces, for a temporary period of time in connection with maintenance and repairs of the Building and its Common Elements. The Condominium Board and the Tower Units shall also be subject to an easement in favor of the Tower Board and any managing agent, manager, and other persons authorized by the Board shall have a right of access to each Unit and any Common Element appurtenant to any Unit, whether exclusive or not, (and such is hereby granted) to inspect the same or remove violations of governmental laws or regulations against any part of the Property; to cure defaults by the owner of such Unit under the By-Laws, this Declaration or the Rules and Regulations; to perform maintenance, installations, alterations, repairs or replacements to the mechanical, plumbing or electrical systems or other portions of the Common Elements (including, without limitation, all Limited Common Elements) contained therein or elsewhere in the Property; or correcting any conditions originating in any Unit and threatening another Unit or any Common Element; provided such right of access shall be exercised in such a manner as will not unreasonably interfere with the Units for their permitted purposes. Such entry shall be permitted on not less than one day's notice, except that no notice will be necessary in the case of any "emergency" (i.e., a condition requiring repair or replacement immediately necessary for the preservation or safety of the Building or for the safety of occupants of the Building, or other persons, or required to avoid the suspension of any necessary service in the Building).

ARTICLE 9

CHANGES TO UNITS AND SECTIONS

9.1 Changes by Declarant and Master Unit Owners.

9.1.1 Without Consent. Notwithstanding anything to the contrary in Article 8 of the Condominium By-Laws, or in the Tower By-Laws, and except as otherwise set forth in Section 9.2 hereof, Declarant and each Master Unit Owner shall have the right, at any time and from time to time, without the vote or consent of any Board, Master Unit Owner or other Person, to: (a) decorate or make Alterations and/or Repairs whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon its Section; (b) change the use (subject to compliance with all Laws and this Declaration) or layout of, or number of rooms in, its Master Unit from time to time; (c) change the number of component Units within its Master Unit (as applicable), or the size of any of the same, by subdividing its Master Unit (or any component Units within its Master Unit) into two (2) or more separate Units, combining separate Units (including those resulting from such subdivision or otherwise) within its Master Unit into one or more Units, converting a portion of a Master Unit (or any component Units within its Master Unit) to a Limited Common Element of the applicable Master Unit, altering the boundary walls between any component Units within its Master Unit, or otherwise, including incorporating the use of any portion of a Limited Common Elements appurtenant thereto; (d) whether in respect of subdivisions or combinations of such Master Unit (or of component Units within such

Master Unit) or otherwise, designate all or any part of its Master Unit or Limited Common Element appurtenant to such Master Unit as part of a newly created or expanded component Unit within such Master Unit or Limited Common Element; and (e) if appropriate, reapportion among the Units affected by such change in size, use or number pursuant to the preceding clauses (b), (c) and (d) their percentage interests in the Common Elements; provided, however, that: (i) such changes are in compliance with Section 339-i of the New York Condominium Act and do not result in a non-compliance with applicable requirements of Law (including, without limitation, the Zoning Resolution); (ii) the Common Interest of any other Unit not owned by such Master Unit Owner shall not be changed by reason thereof unless the owner of such other Unit shall consent thereto; and (iii) each Master Unit Owner complies with all applicable Laws and shall agree to defend and hold each Board and all other Unit Owners harmless from any liability arising therefrom. No vote or consent of any Board, a Master Unit Owner, or any Person shall be required to be obtained by the Master Unit Owner performing work pursuant to this Section prior to making any such Alterations and Repairs in compliance with this Section 9.1, provided that (1) such Alterations and Repairs are in accordance with Law; (2) prior to such Alteration and/or Repair, such Master Unit Owner performing such Alteration and/or Repair first provides reasonable notice of the commencement of such Alterations and/or Repairs to the Boards and the other Master Unit Owners (which such notice shall not be deemed to be a request for consent from the Board or the other Master Unit Owners except as otherwise required pursuant to Section 9.1.2 below) and evidence of insurance of the type and with limits customarily provided by a unit owner performing Alterations and/or Repairs in a building meeting the Building Standard in favor of the Board and the other Master Unit Owners, provided no such notice or evidence of insurance shall be required to be provided to a Board or Unit Owner for incidental repairs made to a Unit; (3) the performance and the result of such Alterations and/or Repairs does not adversely affect (by more than a de minimis amount) the physical condition, structural integrity, Building Systems serving, external appearance of, or lawful permitted use and regular operation (except that is understood that during performance reasonable temporary shutdowns of certain Building Systems may be required, subject to the remainder of Section 9.1 below) of the other Section or the General Common Elements; and (4) such Master Unit Owner performing such Alterations and/or Repairs complies with the provisions of this Section 9.1 and the Condominium By-Laws, as they may apply.

9.1.2 With Consent. The Tower Board may perform Alterations and/or Repairs to the Tower Section provided that it receives the prior written consent of the owner of the 480 Rental Unit, if such Alterations and/or Repairs reasonably could affect (by more than a de minimis amount) the 480 Rental Unit or the 480-482 Building Common Elements, which consent shall not be unreasonably withheld, conditioned, or delayed.

9.1.3 Stoppages of Utilities or Systems. If any Master Unit Owner or the Tower Board desires to shut off water, gas, electricity, or any other utility, service or Building Systems in connection with any Alterations or Repairs to its Section and that will affect another Section, the same shall not require the approval of the affected Master Unit Owner or Tower Board, as the case may be, provided that the Master Unit Owner or the Tower Board performing such alterations complies with the notice and other requirements set forth below in this paragraph. The Master Unit Owner or the Tower Board performing such Alterations or Repairs shall pay the attendant cost of a general shut down, such as relighting pilot lights after

gas shut downs, the reasonable cost of the affected Master Unit Owner's or Tower Board's (or Condominium) personnel or rebuilding flushometers after a water shutdown. All shutdowns will be limited to the shortest duration of time reasonably practicable. The Master Unit Owner or the Tower Board performing such Alterations or Repairs shall provide at least seventy-two (72) hours' notice to the affected Master Unit Owner or Tower Board before any requested or planned Building or utility service interruption. Each notice of such interruption must indicate the reasonably estimated downtime.

9.2 By Tower Board and Unsold Tower Unit Owners. Subject to the provisions of the Tower By-Laws and to the terms and conditions of Section 9.1 above: (a) the Tower Board shall have with respect to the decoration of, and Alterations and/or Repairs to the Tower Common Elements the same rights that a Master Unit Owner has under Section 9.1 above with respect to its Master Unit; and (b) each Unsold Tower Unit Owner (including Tower Sponsor) shall have with respect to its Unsold Tower Units and its applicable Section the same rights that a Master Unit Owner has under Section 9.1 above with respect to its Master Unit (or the component Units therein) and its Section.

9.3 Units Generally. Subject to this Declaration and the Condominium By-Laws and compliance with all applicable Laws, the Unit Owner(s) of one or more Tower Units with the consent of the Tower Board (if required by the Tower By-Laws) shall have such rights with respect to changing, combining and/or subdividing such Tower Unit(s) as are provided in the Tower By-Laws of which such Tower Unit(s) is/are a part, provided that such rights shall in no event exceed those rights of a Master Unit Owner hereunder or under the Condominium By-Laws.

9.4 Subdivisions and Combinations of Units.

9.4.1 By Master Unit Owners. Notwithstanding anything to the contrary set forth in this Article 9, in the event that a Master Unit Owner subdivides its Master Unit (and/or subsequently combines any Units or portions resulting therefrom), such Master Unit Owner shall have the right to amend the Declaration and Condominium By-Laws in order to effectuate such subdivision (or combination, as the case may be) without first obtaining the consent of the Condominium Board or the other Master Unit Owners or the Tower Board, as applicable, provided that the amendment does not materially adversely affect the other Master Unit Owners, or the Tower Board or the General Common Elements, and a copy of the proposed amendment is given to the Condominium Board and the other Master Unit Owners or the Tower Board, as applicable, at least five (5) Business Days prior to the date on which such Amendment will be presented for recording.

9.4.2 By Tower Sponsor. Notwithstanding anything to the contrary set forth in this Article 9, in the event that Tower Sponsor subdivides one or more of its Unsold Tower Units (and/or subsequently combines any Units or portions resulting therefrom), Tower Sponsor shall have the right to amend the Declaration and Condominium By-Laws in order to effectuate such subdivision (or combination, as the case may be) without first obtaining the consent of the Condominium Board, the Master Unit Owners of the Base Units or the Tower or Sub-Board, as applicable, provided that the amendment does not materially adversely affect the

Master Unit Owners of the Base Units, the Base Units or the General Common Elements and a copy of the proposed amendment is given to the Condominium Board, the Master Unit Owners of the Base Units and any Tower or Sub-Board, as applicable, at least five (5) Business Days prior to the date on which such Amendment will be presented for recording.

9.5 Certification Regarding Common Interest Reallocation. Notwithstanding the other provisions of this Article 9, no reapportionment of the Common Interest appurtenant to any Unit shall be made unless there is first delivered to the Condominium Board (and the Tower Board, if applicable) a written certification stating, in each case with respect to the Unit(s) in question that the Common Interests of the affected Unit(s), immediately after such reapportionment, are consistent with the terms of this Declaration and in compliance with the terms of Section 339-i(1)(iv) of the Condominium Act. The certification referred to herein shall be delivered by the managing agent of the Building or of the applicable Section, or by any other person reasonably acceptable to the Condominium Board.

9.6 Storefronts. Notwithstanding anything to the contrary contained in this Article 9, the 482 Commercial Unit Owner shall have the right to alter and modify the exterior first floor storefront of the 482 Commercial Unit and the 11 Commercial Unit Owner shall have the right to alter and modify the exterior first floor storefront of the 11 Commercial Unit, provided that such modifications in all events (1) are in compliance with Law, this Declaration and the By-Laws; (2) do not adversely affect the structural integrity of the Building or unreasonably interfere with the operation of any other Unit; (3) conform to the character of the neighborhood and are in accordance with the Building Standard; and (4) are consistent with the character and the then existing design of the remainder of the Building.

9.7 Notwithstanding anything to the contrary in the By-Laws, except to the extent prohibited by, or to the extent that the same will cause the Property or any portion thereof not to comply with, any applicable Laws, Sponsor or its designee shall have the right, at any time and from time to time, without the vote or consent of any Board, any Unit Owner or the Mortgage Representatives, if any, or other Person, to: (i) make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon any Unsold Tower Unit and/or the Common Elements; (ii) change, from time to time, the layout of, or number of rooms in, any Unsold Tower Unit and/or the Common Elements; (iii) change the size and/or number of Unsold Tower Units and/or the Common Elements by subdividing one or more such Tower Units into two or more separate Tower Units, combining separate Unsold Tower Units (including those resulting from a subdivision or combination or otherwise) into one or more Tower Units, converting an Unsold Tower Unit or any portion thereof to a Common Element, altering any boundary walls between any Unsold Tower Units, and/or incorporating within any Unsold Tower Unit the use of any portion of the Common Elements adjacent thereto (but only to the extent that such Common Elements are not required by Legal Requirements to be maintained as Common Elements based upon such alterations); (iv) whether in respect of subdivisions or combinations of the Unsold Tower Units or otherwise, designate all or any part of an Unsold Unit or a Common Element as part of a newly created or expanded Unsold Tower Unit or Common Element; (v) if appropriate, reapportion among the Unsold Tower Units affected by such change, their Common Interests, provided, however, that after the recording of the Declaration, no change in any Tower Unit's

Common Interest will be made without obtaining the prior consent of all Tower Unit Owners affected by such change; (vi) change the permitted use of some or all of the Unsold Tower Units; and (vii) amend (and/or cause the Board to amend) the Declaration, By-Laws and/or the Floor Plans, and to execute and file any other documentation, to reflect any of the foregoing provided, however, that: (a) such changes are in compliance with Section 339 of the New York Condominium Act; (b) the Common Interest of any other Units (other than the Unsold Tower Units (or other Units owned by such person) shall not be changed by reason thereof unless the owners of such other Units shall consent thereto; and (c) Sponsor or such other owner of an Unsold Tower Unit, as the case may be, shall comply with all Laws of all governmental authorities having jurisdiction and shall agree to defend and hold the Board and all other Unit Owners harmless from any liability arising therefrom. Sponsor or its designee shall have the right, without the consent of the Board, any Unit Owner or other Person to amend (and/or cause the Board to amend) the Declaration, the By-Laws and the Floor Plans and any other documentation to reflect the foregoing changes.

9.8 Subject to this Declaration and the By-Laws, the Unit Owner(s) of one or more Units (other than Unsold Tower Units), with the express written consent of the Tower or other sub Board, which consent may be granted or withheld for any reason in such Board's sole discretion, any other Unit Owner may be given, with respect to its Unit(s), the same rights and be subject to the same limitations and conditions as are set forth in this Article with respect to Unsold Tower Units, including, without limitation, the right to change, combine, subdivide and/or otherwise reconfigure two (2) or more adjacent Units owned by such Unit Owner.

9.9 The provisions of Article 9 of this Declaration may not be added to, amended, modified or deleted without the prior written consent of Sponsor or any other owner of an Unsold Tower Unit if it will have an adverse effect on an Unsold Tower Unit. Wherever the consent, approval or satisfaction of Sponsor (as the owner of any Unsold Tower Unit(s)) or the owner of any Unsold Tower Unit(s) is required under this Declaration or the By-Laws, such consent, approval or satisfaction of such party shall not be required when such party no longer owns any Unsold Tower Units.

9.10 Notwithstanding the other provisions of this Article 9, no reapportionment of the interests in the Common Elements appurtenant to any Unit shall be made unless there is first delivered to the Board a written certification stating, in each case with respect to the Unit(s) in question that the percentage interests of the affected Unit(s) in the Common Elements, immediately after such reapportionment, are consistent with the terms of this Declaration and in compliance with the terms of Section 339-i(1) of the Condominium Act. The certification referred to herein shall be delivered: (a) in the case of any Unsold Tower Unit(s), at the election of Sponsor, by Sponsor, the managing agent of the Condominium or any other Person reasonably acceptable to the Board; and (b) in the case of any other Unit(s) by the managing agent of the Condominium or any other person reasonably acceptable to the Board.

9.11 Declarant or Sponsor with regard to the Tower Parking Section reserves the right to reconfigure, change, combine, relocate and/or modify the Tower Parking Spaces or any portion thereof, and the number and size of the Tower Parking Spaces by, among other things, reconfiguring the Parking Spaces. Sponsor expressly reserves the right to effect such

changes and to amend the Plan (as defined in the By-Laws) so as to reflect the same. Sponsor will obtain necessary permits and approvals required by the New York City Department of Buildings in connection with the foregoing work.

9.12 Declarant or Sponsor with regard to the Tower Storage Locker reserves the right to reconfigure, change, combine, relocate and/or modify the Tower Common Element space in which the Tower Storage Lockers are located (the "Storage Area"), and the number and size of the Tower Storage Lockers by, among other things, reconfiguring the Storage Area and, in connection therewith, re-designating in an amendment to the Declaration a portion of any Tower Common Element space (other than such Tower Common Element spaces which are a part of the amenities described herein, used for ingress or egress to the Building or otherwise similarly used at the time for Building operations), as part of a Tower Storage Locker. Sponsor expressly reserves the right to effect such changes and to amend the Plan so as to reflect the same. Sponsor will obtain necessary permits and approvals required by the New York City Department of Buildings in connection with the foregoing work.

ARTICLE 10
CHANGES IN THE BASE UNITS

10.1 General. Except to the extent prohibited by Law or as otherwise provided herein or in the Condominium By-Laws, each of the Base Unit Owners shall have the right, without the consent of any Board, Unit Owner, or other Person to: (a) mortgage or otherwise hypothecate its Unit; (b) decorate or make Alterations and/or Repairs in, to and upon its Unit (provided, however, that such Unit Owner, if other than Sponsor or its designee, must obtain the prior consent of (i) the Condominium Board, not to be unreasonably withheld, to any Alterations and/or Repairs to its Base Unit which in the course of performance or upon completion would adversely affect (to more than a de minimis extent) the structure, the General Common Elements or mechanical, electrical or plumbing elements or systems of the Building, violate the Signage Guidelines (as hereinafter defined), or affect another Base Unit or the Tower Section or its appurtenant Common Elements or which would increase insurance premiums or maintenance costs for any other Unit or Common Element or cause any other Building to be non-compliant with applicable Law; (ii) the affected Base Unit Owner, not to be unreasonably withheld, to any Alterations and/or Repairs which would adversely affect (to more than a de minimis extent) such Base Unit or the Tower Section or its exclusive appurtenant Common Elements, and (iii) the Tower Board, not to be unreasonably withheld, to any Alterations and/or Repairs which would adversely affect (to more than a de minimis extent) any Tower Unit or the Tower Common Elements or Tower Limited Common Elements); (c) change the layout of, or number of rooms in, its Base Unit from time to time; (d) change the size of its Base Unit by subdividing the same into any desired number of condominium units or by combining any units resulting from each such subdivision, altering the boundary between the Base Units or the Tower Section (with the consent of the affected Base Unit or the Tower Unit Owner(s) thereof); (e) designate a Base Unit as part of a newly created or expanded condominium unit or designate all or part of a Base Unit as a newly created or expanded common element appurtenant to its Base Unit; and (f) if appropriate, reapportion among the Units or newly created Units affected by such changes pursuant to the preceding clauses (c), (d) and (e) their percentage interests in the Common Elements; provided, however, that: (i) such changes are in compliance with Section 339 of the

New York Condominium Act; (ii) the Common Interest of any other Units (other than the Base Unit(s) owned by such Person) shall not be changed by reason thereof unless the owners of such other Units shall consent thereto; (iii) each Base Unit Owner, or the Tower Section, or its designee, shall send notice of any Alterations and/or Repairs to each of the Boards and any other affected Unit Owner, whether or not consent of any of the foregoing is required for such Alterations or Repairs; and (iv) the Base Unit Owner(s) in question shall comply with all Laws and the applicable terms of the Condominium By-Laws, and shall agree to defend and hold each Board and all other Unit Owners harmless from any liability arising therefrom. The Base Unit Owners shall each have the right with regard to its Unit, without the consent of any Board, Unit Owner or other Person to amend (and/or cause the Condominium Board to amend) the Declaration, the Condominium By-Laws and the Floor Plans, as applicable, and any other documentation to reflect the foregoing changes; and the Condominium Board shall upon request by the applicable Base Unit Owner, at the sole cost and expense of the applicable Base Unit Owner, reasonably cooperate as needed to effect the same. If any of the Base Units are subdivided or combined, the Unit Owner of each Unit resulting from a subdivision or combination will generally have all of the rights (without the consent of any Board, Unit Owner or other Person) set forth above in this Section 10.1, described as pertaining to the Unit Owner of the original Base Unit or Units in question, subject to the provisions of the Condominium By-Laws with respect thereto. Notwithstanding anything to the contrary contained in this Section 11.1 or elsewhere in the Declaration, the Rental Units shall not be subdivided for the first three years after the date that this Declaration shall have been recorded with the New York City Register's Office for King's County (the "City Register's Office").

10.2 Certification Regarding Common Interest Reallocation. Notwithstanding the other provisions of this Article 10, no reapportionment of the interests in the Common Elements appurtenant to any Base Unit(s) shall be made unless there is first delivered to the Condominium Board a written certification stating, in each case with respect to the Unit(s) in question, that the percentage interests of the affected Unit(s) in the Common Elements, immediately after such reapportionment, are consistent with the terms of this Declaration and in compliance with the terms of Section 339-i(l) of the Condominium Act. The certification referred to herein shall be executed and delivered by all of the affected Base Unit Owners or any other Person reasonably acceptable to the Condominium Board.

10.3 The owners of the Non-Tower Units shall have the right to create additional Non-Tower Units consisting of portions of such Non-Tower Unit, each of which may have the rights and easements of the Non-Tower Unit. If such additional Non-Tower Units are created, the percentage interest in the Common Elements allocated to such Non-Tower Unit, together with all such additional Non-Tower Units, and the percentage interests of all other Units, will remain unchanged. Any obligations and rights of the landlord under any such lease or any other similar lease hereafter entered into by such Non-Tower Unit Owner(s) shall be the obligations and rights, respectively, solely of such Non-Tower Unit Owner(s) and not of the Condominium or any other Unit Owner. The Tower Unit Owners will not have any interest in the rents, profits or revenues from the rental, use or sale of any such space pursuant to the aforementioned easements and rights.

10.4 The Non-Tower Unit Owner shall have the right with regard to its Unit to

amend the Declaration in order to reflect changes as set forth above in paragraph 10.2, or to cause the Board to do so. If the Non-Tower Unit is subdivided (or if any units resulting from such subdivision are thereafter combined), the owner of each Unit resulting from a subdivision or combination will generally have all of the rights (without the consent of the Board or other Unit Owners) set forth above in paragraph 10.2, described as pertaining to the Unit Owner of the original Non-Tower Unit in question.

ARTICLE 11
CONDOMINIUM GOVERNANCE

11.1 The affairs of the Condominium and the Tower Section shall be governed and controlled by a Condominium Board and/or the Tower Board, as described in the By-Laws. When in this Declaration or in the By-Laws an action is to be undertaken, or is authorized to be done by the Condominium, it shall mean the Condominium acting through its Condominium Board or the Tower Board, if it is exclusively a Tower issue, or, unless the text clearly requires another interpretation (i.e., through a vote of the Unit Owners). When the Condominium Board is authorized or obligated to act, it shall be acting on behalf of all Unit Owners in the Condominium.

11.2 Notwithstanding anything to the contrary in the Condominium Documents, and to the extent permitted under applicable Law, it is the intention of the Condominium Documents that while one party owns all the Units in the Condominium (either beneficially or in fee), or owns some of the Units in the Condominium (either beneficially or in fee) and controls the Owner of the remaining Unit(s) in the Condominium, such party shall operate the Property as if the Property were not subject to a condominium regime. During the period these circumstances apply, it is the intention of the Condominium Documents that such party shall be deemed to be the Condominium Board for purposes of operating the Condominium to the extent and whenever applicable Law requires that there be a Condominium Board established to operate the Condominium, but that formal procedures for meetings and decision-making by and among Unit Owners and Board Members set forth in the By-Laws shall not be required. Notwithstanding the foregoing, each Unit is and shall remain a separate Unit for its own operational purposes, and each Unit Owner shall have all the economic and other rights and burdens of real property with respect to each Unit it owns. As such, a Unit Owner may and shall maintain separate accounting records, including, without limitation, separate profit and loss statements, for each Unit it owns.

11.3 No individual Tower Unit Owner may commence a lawsuit against any Non-Tower Unit Owner for any violation of the Declaration or By-Laws; instead the Condominium Board or the Tower Board, as the case may be, may elect to bring such suit or claim on such Tower Unit Owner's behalf.

ARTICLE 12

PERSON TO RECEIVE SERVICE

The Secretary of State of the State of New York (hereinafter "Secretary of State")

is hereby designated to receive service of process at One Commerce Place, 99 Washington Avenue, Albany, New York 12231 in any action which may be brought against the Condominium, the Tower Section or the Non-Tower Section. The Secretary of State shall be directed to mail a copy of any process served to the President of the Condominium Board of Williamsburg Wharf Condominium, 480 Kent Avenue, Brooklyn, New York 11249.

ARTICLE 13

DETERMINATION OF COMMON INTERESTS

13.1 The Common Interest of each Unit has been determined, pursuant to Section 339-i(1)(iv) of the Condominium Act. In accordance with such method of calculation, the Common Interests have been determined based primarily upon a comparison of the floor areas of the Units, 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 the Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. The aggregate Common Interests of all of the Units equals 100%.

13.2 The percentage interest of each Tower Unit in the Tower Common Elements is apportioned in the same proportion that the Tower Unit bears to the Common Interests of all Tower Units.

ARTICLE 14

ENCROACHMENTS

If: (a) any portion of the Common Elements encroaches upon any Unit or upon any other Common Element; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (c) any encroachment shall hereafter occur as a result of: (i) settling or shifting of the Building; (ii) any Alteration or Repair made to the Common Elements in accordance with the applicable terms of this Declaration, the Condominium By-Laws and/or the applicable Tower By-Laws by, or with the consent (when required by the applicable Condominium Documents), of the Condominium Board, the Tower Board or a Master Unit Owner; or (iii) any Alteration or Repair made in compliance with the Condominium Documents of the Building (or any portion thereof) or of any Unit or Common Element after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same as long as the Building shall stand (or during any period in which it is being rebuilt or restored, in accordance with the Condominium By-Laws, following any such fire or other casualty, taking or eminent domain proceeding); provided that in the case of any such encroachment described in subparagraph (c)(ii) or (iii) above, such encroachment does not unreasonably interfere with the use of any of the Units for their permitted purposes and/or the use of the Common Elements for their intended purposes.

ARTICLE 15

FACILITIES AND ALL OTHER COMMON ELEMENTS

Except as otherwise expressly set forth in this Declaration or the Condominium By-Laws or in the Tower By-Laws: (i) each Unit Owner will have, in common with all other Unit Owners and each Unit will be subject to, an easement for the use of the General Common Elements located anywhere on the Property without hindering the exercise of or encroaching upon the rights of the other Unit Owners in respect of such easement, including, but not limited to, such easement as will be necessary to maintain, such Unit Owner's Unit; (ii) each Tower Unit Owner will have, in common with all other Tower Unit Owners, an easement for the use of the Tower Common Elements and any facilities located therein, including, but not limited to, such easement as will be necessary to operate and maintain, as necessary, such Tower Unit Owner's Unit, and the Tower Board, on behalf of all Tower Unit Owners, shall have an easement to maintain, and to make Repairs and Alterations to, the Tower Common Elements. Each Unit and the Common Elements shall be subject to an easement in favor of the Condominium Board, on behalf of all Unit Owners, to use, operate, maintain, Repair, Alter and rebuild all Common Elements located in such Unit or elsewhere on the Property. In addition, the Condominium Board, any Sub-Boards and the Tower Board shall each have the right to erect scaffolding and other site safety equipment (including, but not limited to netting or sidewalk bridges) on or upon any of the terraces (except that only the Tower Board shall have the right to erect the same on the Tower Section terraces) or over the sidewalks around the Property for a temporary period of time in connection with maintenance and repairs of the Building and its Common Elements; provided, however, that for (1) any scaffolding or other site safety equipment affecting the Tower Section or any terrace as to which the Tower Board has an exclusive easement, the following conditions shall apply: (x) the Tower Board shall be given no less than ten (10) days' notice and an opportunity to provide input and impose reasonable restrictions as to the timing and manner of such installations; (y) such installations shall be scheduled and erected in compliance with Laws; and (z) the party erecting such scaffolding or other site safety equipment shall use reasonable efforts to schedule and erect the same in a manner (taking into account the seasonability of the work) so as to minimize the impact and duration of the installations on the Tower Section; and (2) any scaffolding or other site safety equipment erected on or upon the terrace which is a part of the Base Section or the sidewalk immediately adjacent to the Base Section, the following conditions shall apply: (x) the Base Unit Owner or its Base Board, if applicable, shall be given no less than ten (10) days' notice and an opportunity to provide input and impose reasonable restrictions as to the timing and manner of such installations; (y) such installations shall be erected in compliance with Laws; and (z) the party erecting such scaffolding or other site safety equipment shall use reasonable efforts to schedule and erect the same in a manner (taking into account the seasonability of the work) so as to minimize the impact and duration of the installations on the Base Section. Notwithstanding the foregoing and provided that the Condominium Board otherwise complies with the provisions set forth in this Article 16, the Tower Board shall have the authority, in its sole and absolute discretion, to grant to the Condominium Board, the right to erect scaffolding on the terraces appurtenant to the Tower Section without the consent of any individual Tower Unit Owners.

ARTICLE 16

EASEMENTS; RIGHTS OF ACCESS

16.1 Operation and Maintenance of Common Elements. Each Base Unit Owner and the Tower Board shall have, in common with all other Unit Owners, and each Unit shall be subject to, an easement: (a) to install, operate, maintain, Repair, Alter and rebuild the Common Elements located in, over, under, through or upon any Unit, or any other Common Elements or elsewhere on the Property; and (b) to maintain any encroachment on any Unit, the General Common Elements or any Limited Common Element resulting from the Repair, Alteration or rebuilding of the Units or the Common Elements; provided that access to any Unit or the Common Elements in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Units or with the use of the other Units for their permitted purposes or the Common Elements for their intended purposes (and, at the option of a Sub-Board or the Tower Board, such easement shall be exercised by it on behalf of any or all Unit Owners within its applicable Section). Such entry shall be permitted on not less than one day's notice, except that no notice will be necessary in the case of an Emergency.

16.2 Terraces. All Unit Owners shall jointly have an easement for the shared use of the General Common Elements, which use shall be subject to the terms and conditions of this Declaration and the Condominium By-Laws. Each Tower Unit Owner with a Terrace exclusively appurtenant to their Unit shall have an easement for the exclusive use (subject to the terms and conditions of this Declaration, the Condominium By-Laws and the Tower By-Laws) of such Terrace. All Tower Unit Owners shall jointly have an easement for the shared exclusive use of a Terrace within the Tower Section as shown on the Floor Plans (except for those portions thereof which are shown on the Floor Plans as a Terrace appurtenant to a particular Tower Unit) as a recreation area (or other use permitted by the Tower Board, subject to compliance with Law), which use shall be subject to the terms and conditions of this Declaration, the Condominium By-Laws and the Tower By-Laws, including such rules and regulations with respect thereto as may be adopted by the Tower Board from time to time. Subject to the foregoing, in no instance shall any Terrace be used in such a manner as will unreasonably interfere with the normal conduct of business of the tenants and occupants of the Units or with the use of the other Units for their permitted purposes or the Common Elements for their intended purposes. Each Terrace (and the Unit or Section to which such terrace is appurtenant) and the courtyards shall be subject to the specific easement(s) (with respect to Repairs, maintenance, Emergencies, etc.) in favor of Declarant, the Condominium Board and/or the Tower Board as set forth herein.

16.3 Ingress and Egress. Each Unit Owner shall have, to the extent reasonably necessary, in common with all other Unit Owners, an easement for ingress to and egress from its Unit and its appurtenant (shared or exclusive) Limited Common Elements. Each Unit, General Common Element and Limited Common Element shall be subject to such easement.

16.4 Subjacency, Support and Necessity. Each Unit and the Common Elements shall have easements of subjacency, support and necessity, and the same shall be subject to such

easements in favor of all the other Units and the Common Elements.

16.5 Parking License Easement. Tower Unit Owners who purchase Tower Parking Licenses shall have an easement across the Parking Units to access and use the Tower Parking Spaces in the Tower Parking Section.

16.6 Reciprocal Parking Easement. All owners, guests and invitees of each Parking Unit shall have a reciprocal easement to pass through each of the other Parking Units to access such Parking Unit.

16.7 Shared Amenities. The Tower Unit Owners and the Rental Unit Owners and their respective tenants shall have easements over 11 Wharf Way, 478 Kent and 482 Kent solely as necessary for accessing and using the Shared Amenities as permitted by the Condominium.

16.8 Tower Amenity Roof Terrace. Tower Unit Owners shall have an easement over the portion of the roof of 482 Kent that is designated on the Floor Plans as "Tower Amenity Roof Terrace," which is for exclusive use of Tower Unit Owners, as depicted.

16.9 POA Declaration. The Units and the Common Elements are subject to the POA Declaration governing certain easements, covenants and restrictions with respect to the WPAA and PAA.

16.10 Adjacent Parcel - Parking. The Garage is anticipated to be interconnected with the parking garage located in the cellar of the building to be constructed on the Adjacent Parcel. Unit owners and/or tenants in the Adjacent Parcel that have a license or other right to park in the Adjacent Parcel shall have a perpetual and non-exclusive easement from the street through the Parking Units to access the parking garage in the cellar of the Adjacent Parcel.

16.11 Adjacent Parcel – Basketball Court. Residential unit owners and/or tenants in the building constructed on the Adjacent Parcel shall have an easement to access and use the basketball court located in the 11 Wharf Way Rental Unit.

16.12 Miscellaneous. Each Unit Owner (except as otherwise set forth below) grants an easement over its Unit and the Common Elements (including, without limitation, its appurtenant Limited Common Elements), and the Condominium Board, the Tower Board and each of the other Boards grants an easement over and through the General Common Elements and its Limited Common Elements, respectively: (a) to each Board, in common with each other Board, for the purpose of (and to the extent reasonably necessary for) maintaining, Repairing, Altering, preventing or minimizing damage to and causing to be in compliance with Laws and Insurance Requirements such granting Unit Owner's Unit, the Limited Common Elements, if any, appurtenant to its Unit and the Limited Common Elements of such Board; (b) to each Unit Owner, in common with each other Unit Owner, for the purpose of (but only in the absence of a commercially practicable alternative and only to the extent necessary for) maintaining, Repairing, Altering, preventing or minimizing damage to and causing to be in compliance with Laws and Insurance Requirements any portions of the granting Unit Owner's Unit and its

appurtenant Limited Common Elements; (c) to each Unit Owner, and to each Board, in common with each other, for the purpose of (but only in the absence of a commercially practicable alternative and only to the extent necessary for) installing, allowing to remain (and using for their respective intended purposes), maintaining, Repairing, Altering, preventing or minimizing damage to and causing to be in compliance with Laws and Insurance Requirements any Common Elements or other facilities located in or only readily accessible through such granting Unit Owner's Unit or Limited Common Elements, if any, which serve other Units (including, without limitation, reading, maintaining or replacing utility meters relating to the Common Elements, such Unit or any other Unit in the Building); (d) to each Board (only to the extent permitted under the other provisions of the Condominium Documents), in common with each other, for the purpose of (and to the extent reasonably necessary for) preventing or minimizing damage to such Unit or to any other portion of the Property; (e) to each Board (in each case, only to the extent permitted under the other provisions of the Condominium Documents), in common with each other, for the purpose of (and only to the extent reasonably necessary for) making inspections of, or removing violations noted or issued by any Governmental Authority against, the Common Elements or any other part of the Property; and/or (f) to each Unit Owner and to each Board (in each case, only to the extent permitted under the other provisions of the Condominium Documents), in common with each other, for the purpose of (and only to the extent reasonably necessary for) curing defaults hereunder or under the Condominium By-Laws or any applicable Tower By-Laws or correcting any conditions originating in such Unit Owner's Unit or Limited Common Elements and threatening the health, safety and welfare of the occupants of, or the property located within, another Unit or all or any part of the Common Elements.

16.13 Utilities. The Condominium Board, with respect to the General Common Elements, each Base Unit Owner with respect to its Base Unit, each Master Unit Owner with respect to its Master Unit and the Tower Board with respect to the Tower Section, shall each have the right to grant such additional electric, gas, steam or other utility easements or relocate any existing utility easements in its respective portion of the Property as it shall deem necessary or desirable for the proper operation and maintenance of such respective portion of the Property or for the general health or welfare of the owners, tenants and occupants of the applicable Common Elements, Units, or Section, as the case may be, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the normal conduct of business of the tenants and occupants of the Units or with the use of any of the other Units or Common Elements for their permitted or intended purposes. Any utility company and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easement, provided such right of access shall be exercised in such a manner as shall not unreasonably interfere with the normal conduct of business of the tenants and occupants of the other Units or with the use of any of the other Units for their permitted purposes or Common Elements for their intended purposes.

16.14 Sidewalks. Each Rental Unit Owner and the Tower Board, subject to applicable law, shall have the right to place movable signage and one or more planters on the sidewalks immediately in front of its entrance to its Building, respectively. Additionally, the owner of each Commercial Units shall, subject to applicable law, have the right to maintain a sidewalk cafe on the sidewalks immediately adjacent to its Commercial Unit, provided the same does not interfere with the entrances to any other Units, and provided further that, in addition to

its obligations with respect to maintaining the sidewalks, the Commercial Unit Owner(s) shall be responsible for daily cleaning and ordinary maintenance and repairs to such portions of the sidewalks in order to maintain the same at all times in a first class condition. For avoidance of doubt, the Condominium Board shall be responsible for snow removal from the sidewalks surrounding the Property and the cost of the same shall be a General Common Expense.

16.15 Contractors and Agents. Each easement and other right granted under this Article 16 shall be deemed to permit the benefited party's/ies' contractors, subcontractors, agents, representatives, occupants, employees and other designees (and, in the case of a grant to the Condominium Board or the Tower Board, such Board's managing agent) to use such easement or other right, as applicable, if such Master Unit Owner, Tower Sponsor or Tower Board, as applicable, so elects. The foregoing shall not be deemed however to permit the use of the amenity areas by non-occupants of the Building (other than permitted guests of the Building occupants, subject to rules, regulations and other conditions imposed by the Condominium Board).

16.16 Terminology. Any grant of an easement "on," "over," "across" or "through" a given area shall be deemed to mean "on, over, across, through, and upon" such area, unless the context otherwise requires.

16.17 Roof Telecom Installations. Declarant and/or its designee (and its respective successors and assigns) shall have an easement for so long as the Condominium shall remain in existence: (i) to erect, use, lease, license, maintain, repair, replace, and operate a platform and other facilities for the purpose of erecting, using, leasing, licensing, maintaining, repairing, replacing and operating antennae, satellite dishes and other communications equipment on the roofs of the Building that are not occupied as of the date hereof for any other Building installations; (ii) to erect, use, lease, maintain, repair, replace and operate related electronic and other communications equipment and related facilities in any portion of any mechanical equipment room or vertical shaft that is not occupied as of the date hereof by any other Building installations, and the right to erect partitions separating such portion from the balance of such equipment room; and (iii) in connection therewith, to use spare electrical power from nearby electrical panels, provided Declarant installs appropriate sub-meters and has sole responsibility for the cost of any applicable use charges; in each case, without the consent of, or charge by any Board, Unit Owner or other Person; provided, however, that Declarant (or its designee) shall give prior notice to the Boards of the type and location of any such equipment before installation. Any obligations of Declarant under any lease, license or other right of use granted by Declarant with respect to the roof or the aforesaid mechanical equipment room or shaft shall be the obligation solely of Declarant and not of the Condominium and any rights of Declarant, including, without limitation, the right to receive rent or other consideration for such lease, license or other right of use, shall be the right solely of Declarant and not of the Condominium. In connection with such easements and related rights, Declarant and its designee (and their respective successors and assigns) and the respective tenants and licensees shall each have, to the extent necessary or advisable for such erection, use, lease, maintenance, repair, replacement and operation, an easement in common with all Unit Owners for ingress, egress and the use of any Common Elements. The Units and the Common Elements shall each be subject to such easement. The word "facilities" as used in this Section shall be deemed to include fiber

optic cable and other communications lines, wires, cables and conduits.

16.18 Until such time as no Unsold Tower Units are remaining in the Condominium, Sponsor and/or its designee (and their respective successors and assigns) shall have an easement: (i) to erect, use, lease, license, maintain, repair, replace and operate a structure, platform or other installation for any purpose permitted by legal requirements, including without limitation, for the purpose of erecting, using, leasing, licensing, maintaining, repairing, replacing and operating antennae, satellite dishes and other communications equipment, on any part of the roof of the Building that was not expressly designated under the Plan (and actually used) for the exclusive or common use of one or more Tower Unit Owners, or for the location of any other Building equipment; and (ii) to erect, use, lease, maintain, repair, replace and operate related electronic and other communications equipment in any portion of any mechanical equipment room that was not expressly designated under the Plan (and actually used) for the exclusive or common use of one or more Tower Unit Owners, or for the location of any other Building equipment, and the right to erect partitions separating such portion from the balance of such equipment room; in each case, without the consent of, or charge by, the Tower Board or any other Unit Owners; provided, however, that Sponsor (or its designee) shall give prior notice to the Tower Board of the type and location of any such equipment before installation. Any obligations of Sponsor and/or its designee under any lease, license or other right of use granted by Sponsor and/or its designee with respect to the roof or the aforesaid mechanical equipment room shall be the obligation solely of the owner of Sponsor and/or its designee and not of the Condominium and any rights of Sponsor and/or its designee, including, without limitation, the right to receive rent or other consideration for such lease, license or other right of use, shall be the right solely of Sponsor and/or its designee and not of the Condominium. In connection with such easements and related rights, Sponsor and/or its designee (and their respective successors and assigns) and the respective tenants and licensees shall each have, to the extent necessary or useful for such erection, use, lease, maintenance, repair, replacement and operation, an easement in common with all Unit Owners for ingress, egress and the use of any Common Elements. The Units shall each be subject to such easement. The word equipment as used in this Section shall be deemed to include fiber optic cable and other communications lines, wires, cables and conduits, as well as any other ancillary equipment, based upon all current and future technologies.

16.19 Perpetual and Irrevocable. Except as may otherwise be set forth in this Declaration, any easement created or granted hereunder shall be perpetual and irrevocable for so long as the Condominium shall remain in existence.

16.20 Signage Easement.

16.20.1 Unless required by Law (or as otherwise expressly provided herein), no Unit Owner or Board, shall, without the prior written consent of all Base Unit Owners, Master Unit Owners and the Tower Board, as applicable, place, erect or install any signs, canopies, flags, flagpoles, notices, advertisements, illustrations, art work, posters, logos, banners, lighting, lighting elements or awnings or other protrusions, devices or decorative elements (collectively, "Signage") on the exterior of the Property (including, without limitation, both the interior and exterior surfaces of windows and doors).

16.20.2 Notwithstanding Section 16.20.1: (a) Tower Sponsor and the Tower Board shall have the right and an easement to place, erect, install, maintain, Repair and Alter, from time to time, customary (in accordance with the Building Standard), identifying, address, wayfinding, and instructional Signage in or about the Tower Section and on and about any entrance areas of the Tower Section; (b) Tower Sponsor shall have the right and an easement to place, erect, install, and maintain a plaque identifying Tower Sponsor or its affiliate or successor in interest as "developer/sponsor" of the Tower Section, and Signage in, on, about or above the entrance areas of, and throughout the lobby and public areas of, the Tower Section relating to sales of Tower Units; and (c) (i) for so long as The Naftali Group is the owner of a Tower Unit or a Base Unit, the Declarant shall have the right and an easement to place, erect, install, maintain, Repair and Alter, from time to time, customary (in accordance with the Building Standard), identifying, address, wayfinding and instructional Signage, and a plaque identifying The Naftali Group as "developer/sponsor" of the Base Section, and Signage relating to the rental of apartments or Subdivided Base Units in, on, or about the entrance areas of, and throughout the lobby and public areas of, the Base Section; and (ii) the Base Unit Owner shall have the right and an easement to place, erect, install, maintain, Repair and Alter, from time to time, customary (in accordance with the Building Standard), signs in and on the storefronts of the initial commercial portions of the Base Units, provided such Signage relates to the use and operation of such initial commercial portions of such Base Unit by a tenant of such commercial portion(s), provided further that if such Signage is within fifteen linear feet of the lobby of the Tower Section, such Signage shall be subject to the prior reasonable approval of Tower Sponsor and the Tower Board, which approval shall be given so long as such Signage is in accordance with the Building Standard and is commercially reasonable.

16.20.3 Each Base Unit Owner and Sponsor shall have the right and an easement to place, erect, install, maintain, Repair and Alter, from time to time, temporary Signage in the storefront of the Commercial Units;

16.20.4 Notwithstanding anything to the contrary contained in the Condominium Documents, the Base Unit Owners shall not place, erect, install or maintain any Signage above any entrance to the Tower Section or above the area that is located within fifteen linear feet of any entrance to the Tower Section.

16.21 Right of Access for Operation, Emergency Repairs, Damage Prevention. Each Unit Owner hereby grants to each other Unit Owner an irrevocable right of access, to be exercised: (i) in the case of any grantee Unit Owner, by the Base Unit Owner or the managing agent therefor; (ii) in the case any Tower Unit Owner grantee, by the Tower Board or the managing agent therefor, to the granting Unit Owner's Unit, its appurtenant Limited Common Elements and any General Common Elements which such Unit Owner (either by itself or jointly with some (but not all) of the other Unit Owner(s)) has the exclusive right to use pursuant to an easement granted under this Article of the Declaration, from time to time to the extent necessary for the operation of the Property, or for making Emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.

16.22 Initial Work. The Condominium Board, the Tower Board and each Unit Owner grants a right of access over, as applicable, the General Common Elements, its Unit and

its appurtenant Limited Common Elements to Declarant and Tower Sponsor (with respect to the Tower Section) and the Base Unit Owner (with respect to the Base Section) as shall be necessary in each case for the purpose of performing and completing until completion such grantee party's initial construction and fit-out of its applicable portion of the Building, and obtaining a temporary and final certificate of occupancy for its respective Section (and, with respect to the Tower Sponsor, as necessary in order to exercise its rights and perform its obligations under an offering plan for all or any portion of the Tower Section). Following any material occupancy of a particular grantor's Common Elements or Unit Owner's Unit (or applicable Limited Common Elements), the exercise by any Person of the rights of access provided in this Section with respect to such portion(s) of the Property shall be subject to the Access Conduct Standards (defined below).

16.23 Access Conduct Standards. Any easement or right of access granted pursuant to any provisions of the Condominium Documents which expressly require compliance with the "Access Conduct Standards" shall be exercised:

(a) upon at least one (1) day's prior notice, which notice shall specify, in reasonable detail, the purpose and contemplated extent, location and duration of such exercise;

(b) to the extent reasonably possible, in such a manner as will not unreasonably interfere with: (i) the use and occupancy of the occupants and the use of the Tower Section or any portions thereof for its/their permitted purposes; (ii) the conduct of business of the occupants and the use of the Base Unit for its permitted purposes; and (iii) the use of any Common Elements for their intended purposes;

(c) subject to the requirement that the Person exercising such right of access or easement shall be liable for any and all physical damage caused thereby and shall indemnify and hold the affected Board(s), their managing agents, and the affected Unit Owner(s) and occupants (as the case may be) harmless from and against all costs resulting from, arising out of, or in any way connected to such exercise; and

(d) in compliance with the Condominium Documents (including, without limitation, the provisions hereof and thereof regarding the removal of mechanics' liens and violations), all Laws (including, without limitation, those regarding the licensing of contractors) and all Insurance Requirements.

16.24 Emergencies. Notwithstanding anything to the contrary in Section 16.23 or any other requirement in the Condominium Documents with respect to compliance with Access Conduct Standards or otherwise, in the case of an Emergency, the right of access or easement in question shall require only such notice, if any, as may be practicable under the circumstances prior to exercising such right of access or easement, and the same may be exercised whether or not the Unit Owner or any other Occupant or Person is present. This Section 16.24 shall be deemed included within the Access Conduct Standards.

16.25 Each Unit Owner with respect to its Unit (and a Responsible Owner with respect to the General Common Elements that it is responsible for) shall have the right to

establish, grant and create such additional electric, gas, steam, cable television, telephone, telecommunication, water, storm drainage, sewer or other utility easements or relocate any existing utility, sewer and drainage easements in any portion of its Unit (or in the case of a Responsible Owner, the General Common Elements it is responsible for) as such Unit Owner shall deem necessary or desirable for the proper operation and maintenance of its Unit (and the General Common Elements it is responsible for), or any portion thereof, provided that such additional utilities or the relocation of existing utilities, sewer and drainage will not prevent or unreasonably interfere with the normal conduct of business of the other Unit Owners and Occupants of the other Units for their permitted purposes or adversely affect the value of such other Units.

16.26 Sidewalks shall generally be used for purposes of ingress and egress to and from the Buildings, provided however, that each Unit Owner shall have an easement to use the sidewalks appurtenant to its Unit for any purposes permitted by Law, provided that each such Unit Owner shall maintain those portions of the sidewalk appurtenant to its Unit as if it were a Unit (e.g., must be maintained in a first class standard) and such use shall be subject to the provisions of the Declaration and By-Laws.

16.27 Each easement and other right granted under this Article 16 shall be deemed to permit the Unit Owner's contractors, subcontractors, agents, representatives, Occupants, employees and other designees (and, in the case of a grant to the Board, the managing agent), to use such easement or other right, as applicable, if such Unit Owner so elects.

16.28 All easements and rights of access described in this Article 16 shall be exercised by the party or parties entitled to exercise such easements or rights of access (the "Exercising Party") in such a manner as will not unreasonably interfere with the normal conduct of business of the Unit Owners, tenants and Occupants of the Units or with the use of the Units for their permitted purposes, and each Unit Owner whose Unit is subject to the easements and rights of access described in this Article 16 shall be reimbursed for reasonable actual out-of-pocket costs (but not consequential damages) incurred by said Unit Owner (the "Impacted Owner") as a result of the exercise of the easements and rights of access hereunder, including, but not limited to, the cost of repairs to the Impacted Owner's Unit and security measures incurred by the Impacted Owner as a result of the exercise of the easement and right of access hereunder (the "Access Costs"). Any utility company or public benefit corporation furnishing services to the Property and their respective employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easement, provided such right of access shall be exercised in such a manner as shall not unreasonably interfere with the normal conduct of business of the Unit Owners and Occupants of the Units or with the use of any of the other Units for their permitted purposes. All entries into Units and/or Common Elements made pursuant to the easements granted in this Article 16 shall, except as expressly provided otherwise herein, be permitted on reasonable notice, but in no event less than five (5) Business Days' notice to the affected Unit Owner, and at the request of the affected Unit Owner, in the accompaniment of a representative of such Unit Owner, except that no notice will be necessary in the case of an Emergency, in which event, the Exercising Party shall give such notice (which may be verbal) as is practicable given the nature of the Emergency, provided however, that such Accessing Party shall be obligated to exercise reasonable care as is practical taking into

consideration the severity of the Emergency. The Exercising Party shall reimburse the Impacted Owner within thirty (30) days of demand therefor, for the Impacted Owner's Access Costs, which demand shall be accompanied by reasonable evidence of such Access Costs. In the event the Exercising Party fails to pay the Access Costs within said thirty (30) day period, the Impacted Owner shall be entitled to interest on the Access Costs at the Default Rate (as defined in the Definitions section set forth in Exhibit C), together with all rights at equity and at law. Access Costs shall be deemed to be part of the Common Expenses included in the Common Charges and the Board shall have a lien and such rights with respect thereto as are set forth in the By-Laws. To the extent the Board is responsible for any costs and expenses, including, without limitation, Access Costs, under this Article 16, such costs shall be allocated to the Unit Owners as a Common Expense. Notwithstanding the foregoing, if the exercise of the easements and rights of access described in this Section 16.28 is required in order to remove or cure a violation or to cure a default under this Declaration, the By-Laws or any rules and regulations adopted by the Board, or for the purpose of correcting any conditions originating in such Unit Owner's Unit and threatening another Unit or all or any part of the Common Elements, such Unit Owner shall be responsible for all costs and expenses in connection with such exercise and access and any work performed in connection therewith, all of which shall be Unit Owner Expenses and the Unit Owner shall not be entitled to reimbursement for Access Costs. An "Emergency" shall refer to a condition requiring repair or replacement immediately necessary for the preservation or safety of the Building or for the safety of Occupants of the Building, or other persons, or required to avoid the suspension of any necessary service in the Buildings.

16.29 Any dispute by and among any Unit Owners and/or the Board as to the nature, scope or interpretation of the easements contained in this Article 16 shall be resolved by Arbitration (pursuant to Article 14 of the By-Laws).

16.30 The user of any right or easement granted by this Article 16 hereby indemnifies and holds harmless the Unit Owner of the Unit subject to such right or easement or the Board, with respect to easements over the Common Elements, from and against any claims of third parties (and any expenses, damages, losses, costs and other liabilities arising therefrom), including claims for injury and personal property, arising from the use of the right or easement.

ARTICLE 17

POWER OF ATTORNEY TO THE BOARDS

17.1 From Tower Unit Owners. Each Tower Unit Owner shall grant to the persons who shall from time to time constitute:

(a) the Tower Board, an irrevocable power of attorney, coupled with an interest (in such form and with such content as the Tower Board shall determine) to: (i) acquire on behalf of all Tower Unit Owners' any Tower Unit, together with its appurtenant Common Interest: (A) in connection with the enforcement of the Tower Board's lien for unpaid Tower Common Charges, (B) whose Tower Unit Owner elects to surrender the same pursuant to the terms of the Tower By-Laws, (C) that becomes the subject of a foreclosure or, other similar sale, or (D) that is intended to be used as the residence of the resident manager of the Tower

Section; (ii) acquire or lease on behalf of all Tower Unit Owners any Tower Unit, together with its appurtenant Common Interest, whose Tower Unit Owner desires to sell, convey, transfer, assign or lease the same; (iii) after any such acquisition or leasing described herein, to manage, convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote the Common Interests appurtenant to) any such Tower Unit so acquired by them, or to sublease any such Tower Unit so leased by them without the necessity of further authorization by the Tower Unit Owners or any other Person, on such terms as the attorneys-in-fact may determine; and (iv) prepare, execute and administer Tower Parking Licenses and Tower Storage Locker Licenses, and assignments and assumptions thereof (subject to the rights of Sponsor set forth in the Condominium Documents); (v) execute, acknowledge and deliver and (if determined to be necessary or desirable by said attorneys-in-fact) cause to be recorded in the City Register's Office: (A) any declaration or other instrument affecting the Tower Section which the Tower Board deems necessary or appropriate to comply with any Laws applicable to the maintenance, demolition, construction, Alteration or Repair of the Building or Tower Section, or (B) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting only the Tower Section which the Tower Board, in its reasonable discretion, deems necessary or appropriate;

(b) the Condominium Board, an irrevocable power of attorney, coupled with an interest (in such form and content as the Condominium Board shall determine) to: (i) purchase or otherwise acquire in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, title to any Unit, together with its appurtenant Common Interest that becomes the subject of a foreclosure or other similar sale; on such terms, including, without limitation, price as said attorneys-in-fact shall deem proper; (ii) convey, sell, lease, mortgage, or otherwise deal with (but not to vote the Common Interest appurtenant to) any Unit so acquired or to sublease any Unit so leased by them, without the necessity of any authorization by the Unit Owners or any other Person, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in and to said Unit which the undersigned could do if personally present; and (iii) execute, acknowledge, deliver and (if determined to be necessary or desirable by said attorneys-in-fact) cause to be recorded in the City Register's Office: (A) any declaration or other instrument affecting the Condominium that the Condominium Board deems necessary or appropriate to comply with any Laws applicable to the maintenance, demolition, construction, Alteration or Repair of the Condominium; or (B) any consent, covenant, restriction, easement or declaration, or amendment thereto, affecting the Condominium or any of the Common Elements, that the Condominium Board deems necessary or appropriate, provided that in no event shall the Condominium Board execute, acknowledge and deliver any document pursuant to clause (iii)(B) of this sentence prior to the approval thereof by any Unit Owner(s) whose Unit is affected, unless such approval is expressly not required under any of the provisions hereof or of the Condominium By-Laws or Tower By-Laws; and

(c) Sponsor, an irrevocable power of attorney, coupled with an interest (in such form and content as Sponsor shall determine), even after no Unsold Tower Units remain, to: execute an amendment to any of the Condominium Documents or acquire any permits, applications or documents required to undertake, perform or complete work to the Unsold Tower Units or Common Elements or, if applicable, obtain an amended certificate of

occupancy therefor or for the Building or any portion thereof, or any of said documents when such amendment: (i) shall be required to reflect any changes in Unsold Tower Units and/or the reapportionment of the Common Interests of the aforesaid Units resulting therefrom made by Sponsor in accordance with this Declaration; or (ii) shall be required by: (1) a Permitted Mortgagee designated by Sponsor to make a mortgage loan secured by a mortgage on any Unit, (2) any governmental agency having regulatory jurisdiction over the Condominium, or (3) any title insurance company selected by Sponsor to insure title to any Unit.

17.2 From Base Unit Owners. Each Base Unit Owner shall grant to the persons who shall from time to time constitute the Condominium Board, an irrevocable power of attorney, coupled with an interest (in such form and content as the Condominium Board shall determine) to: (i) purchase or otherwise acquire in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, title to any Unit, together with its Appurtenant Interests: (A) in connection with the enforcement of the Condominium Board's lien for unpaid General Common Charges, if applicable, or (B) that becomes the subject of a foreclosure or other similar sale; on such terms, including, without limitation, price (with respect to clause (B) immediately above) as said attorneys-in-fact shall deem proper; and (ii) convey, sell, lease, mortgage, or otherwise deal with (but not to vote the Common Interest appurtenant to) any Unit so acquired or to sublease any Unit so leased by them, without the necessity of any authorization by the Unit Owners or any other Person, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in and to said Unit which the undersigned could do if personally present; (iii) execute, acknowledge, deliver and (if determined to be necessary or desirable by said attorneys-in-fact) cause to be recorded in the City Register's Office: (A) any declaration or other instrument affecting the Condominium that the Condominium Board deems necessary or appropriate to comply with any Laws applicable to the maintenance, demolition, construction, Alteration or Repair of the Condominium, or (B) any consent, covenant, restriction, easement or declaration, or amendment thereto, affecting the Condominium or any of the Common Elements, that the Condominium Board deems necessary or appropriate, provided that in no event shall the Condominium Board execute, acknowledge and deliver any document pursuant to clause (iii)(B) of this sentence prior to the approval thereof by any Unit Owner(s) whose Unit is affected, unless such approval is expressly not required under any of the provisions hereof or of the Condominium By-Laws.

17.3 To Declarant. Each Unit Owner shall grant and/or shall hereby be deemed to have granted to Declarant a power of attorney to amend this Declaration and to effectuate the rights granted to Declarant and to the owner of Unsold Tower Units under this Declaration, the Condominium By-Laws and the Offering Plan. The foregoing shall include, but not be limited to, a power of attorney in favor of Declarant to execute amendments to the Condominium Documents or acquire any permits, applications or documents required to undertake, perform or complete work to the Unsold Tower Units or Common Elements or, if applicable, obtain an amended certificate of occupancy therefor or for the Building or any portion thereof, or any of said documents when required (i) to reflect any changes in Unsold Tower Units and/or the reapportionment of the Common Interests of the aforesaid Units resulting therefrom made by Declarant in accordance with this Declaration; or (ii) by: (1) a Permitted Mortgagee designated by Declarant to make a mortgage loan secured by a mortgage on any Unsold Tower Unit, (2) any governmental agency having regulatory jurisdiction over the Condominium, or (3) any title

insurance company selected by Declarant to insure title to any Unsold Tower Unit; and a power of attorney in favor of Declarant and/or the owner of Unsold Tower Units to consent on behalf of each Unit Owner and Board and all mortgagees, as a party in interest, to any declaration effecting a merger or division of the zoning lot in which the Property is located, with any other tax lots to form a single zoning lot (the "Merger"), or any other agreement, including, without limitation, a zoning lot development agreement, easement agreement or license agreement, for the purpose of transferring to or from the owner of Unsold Tower Units, or its successors, designees or assigns, all or any portion of the Development Rights.

17.4 Each Unit Owner shall grant to Sponsor and its successors or assigns an irrevocable power of attorney, coupled with an interest with power of substitution in the name of its designee (corporate or otherwise), even after no Unsold Units remain, but subject in all respects to the provisions of the Condominium Documents then in effect, to execute an amendment to any of the Condominium Documents to effectuate the rights granted to Sponsor thereunder, or acquire any permits, applications or documents required to undertake, perform or complete work to the Unsold Units or Common Elements by Sponsor, or obtain a permanent certificate of occupancy or an amended certificate of occupancy for all or any portion of the Building, or any of said documents, even after no Unsold Units remain, when such amendment: (a) shall be required to reflect any changes in Unsold Units and/or the reapportionment of the Common Interests of the aforesaid Units resulting therefrom made by Sponsor in accordance with the Declaration; or (b) shall be required by: (1) a Permitted Mortgagee designated by Sponsor to make a mortgage loan secured by a mortgage on any Tower Unit, (2) any governmental agency having regulatory jurisdiction over the Condominium, or (3) any title insurance company selected by Sponsor to insure title to any Unsold Tower Unit.

17.5 Each Unit Owner shall grant to the Unsold Tower Unit Owner, and to the Unsold Tower Unit Owner's successors and/or assigns, a power of attorney to consent on behalf of each Unit Owner, as a party in interest, to any declaration or other agreement effecting a merger or division of the zoning lot in which the Property is located, with any other tax lots to form a single zoning lot for the purpose of utilizing or transferring to or from the Unsold Tower Unit Owner, or its successors and/or assigns, all or any portion of the Development Rights.

ARTICLE 18

ACQUISITIONS OF UNITS BY THE BOARDS

18.1 If: (a) any Tower Unit Owner surrenders its Unit to the Tower Board, together with its Appurtenant Interests pursuant to the provisions of Section 339-x of the New York Condominium Act; (b) the Tower Board, pursuant to Article 8 of the Tower By-Laws or otherwise, acquires or leases a Unit, together with its Appurtenant Interests (as hereinafter defined); or (c) the Tower Board purchases, at a foreclosure or other similar sale, a Unit, together with its Appurtenant Interests, then, in any such event, title to any such Unit, together with its Appurtenant Interests, shall be held by the Tower Board or its designee, on behalf of all Tower Unit Owners, in proportion to their respective interests in the Common Elements. The lease or sublease covering any Tower Unit leased or subleased by the Tower Board or its designee shall be held by the Tower Board or its designee, corporate or otherwise, on behalf of all Tower Unit

Owners in proportion to their respective Common Interests.

18.2 If: (a) any Base Unit Owner surrenders its Unit to the Condominium Board, together with its Appurtenant Interests pursuant to the provisions of Section 339-x of the New York Condominium Act; (b) the Condominium Board acquires or leases a Unit, together with its Appurtenant Interests; or (c) the Condominium Board purchases, at a foreclosure or other similar sale, a Unit, together with its Appurtenant Interests, then, in any such event, title to any such Unit, together with its Appurtenant Interests, shall be held by the Condominium Board or its designee, on behalf of the Unit Owners, in proportion to their respective interests in the Common Elements. The lease or sublease covering any Condominium Unit leased or subleased by the Condominium Board or its designee shall be held by the Condominium Board or its designee, corporate or otherwise, on behalf of the Condominium Unit Owners in proportion to their respective interests in the Common Elements.

18.3 As used in this Article 18, "Appurtenant Interests" means with respect to a Tower Unit or Non-Tower Unit: (i) the undivided interest in the Common Elements appurtenant thereto; (ii) the interest of the Unit Owner of such Unit in any other Units owned at the time in question by the Tower Board or Condominium Board, as applicable, or such Board's designee on behalf of all Tower Unit Owners or Unit Owners, as applicable, or in any other Units then owned by the Tower Board or its designee on behalf of all Tower Unit Owners or the Condominium Board or its designee on behalf of all Unit Owners, or in each case the proceeds of the sale or lease of any such Units theretofore acquired; and (iii) the interest of the Unit Owner of such Unit in any other assets of the Tower Board or Condominium Board, as applicable, or the Condominium.

ARTICLE 19

COVENANTS RUNNING WITH THE LAND

19.1 Applicability. All provisions of this Declaration, the Condominium By-Laws and the General Rules and Regulations (if any) (and in the case of a Tower Unit, the Tower By-Laws and Tower Rules and Regulations), as may be adopted and amended from time to time, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Unit Owners and all the occupants, and their heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the Condominium By-Laws and the General Rules and Regulations, if any, as they may be amended from time to time (and, with respect to the Tower Section, the Tower By-Laws and Tower Rules and Regulations, and with respect to any Base Section, the Sub-By-Laws and the Base Rules and Regulations).

19.2 Subordination; Non-Disturbance. Notwithstanding anything in Section 19.1 to the contrary, at the request of any Master Unit Owner (or Tower Sponsor) made from

time to time, the Condominium Board shall, at the sole cost and expense of the requesting Master Unit Owner (or Tower Sponsor), execute and deliver a non-disturbance agreement (in such form as may be reasonably proposed by the requesting Master Unit Owner (or Tower Sponsor) and reasonably acceptable to the representatives of the Condominium Board designated by the Tower Board), a "Non-Disturbance Agreement" to any bona fide third party tenant of such Master Unit Owner's Master Unit (or Tower Sponsor's Tower Units).

19.3 Deemed Acceptance of Condominium Documents. The acceptance of a deed or conveyance, or the succeeding to title to, the acquisition of any interest in, or the entering into a lease, sublease or license for, or the act of occupancy of, all or any portion of any Unit by any person shall constitute an agreement that the provisions of this Declaration, the Condominium By-Laws, the General Rules and Regulations (if any), (and in the case of a Tower Unit, the Tower By-Laws and Tower Rules and Regulations and in the case of a Subdivided Base Unit, the Sub-By-Laws and the Base Rules and Regulations), as any of the same may be adopted and amended from time to time, are accepted, ratified and will be complied with by such Unit Owner, tenant, or occupant or other party, 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 or Common Element, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease or license thereof.

19.4 Unenforceability. If any provision of this Declaration or the other Condominium Documents is invalid under, or would cause this Declaration and the other Condominium Documents to be insufficient to submit the Property to the provisions of, the New York Condominium Act, such provision shall be deemed deleted from this Declaration or the other Condominium Documents, as applicable, for the purpose of submitting the Property to the provisions of the New York Condominium Act but shall nevertheless be valid and binding upon and inure to the benefit of the Unit Owners and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable Law to the extent permitted under such applicable Law with the same force and effect as if, immediately after the recording of this Declaration, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land. If any provision which is necessary to cause this Declaration and the other Condominium Documents to be sufficient to submit the Property to the provisions of the New York Condominium Act is missing herefrom or therefrom, then such provision shall be deemed included as part hereof or thereof, as the case may be, for the purposes of submitting the Property to the provisions of the New York Condominium Act.

ARTICLE 20

AMENDMENTS OF DECLARATION

Article 16 of the Condominium By-Laws is incorporated herein in its entirety; and, except as otherwise expressly set forth herein, the provisions thereof shall govern the amendment and/or modification of, addition to and/or deletion of any of the provisions of this Declaration.

ARTICLE 21

TERMINATION OF CONDOMINIUM

21.1 The Condominium shall continue and the Property shall not be subject to an action for partition until: (a) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in the Condominium By-Laws; or (b) such time as withdrawal of the Property from the provisions of the New York Condominium Act is authorized by: (i) if each of the Sections is owned in its entirety by one Person, the unanimous vote of the Master Unit Owners; (ii) if only one Section is owned in its entirety by one Person, then the affirmative vote of the Master Unit Owner of such Section and the affirmative vote of eighty percent (80%) in number and in Common Interest of the Unit Owners of the other Section (it being understood that if a Master Unit has been subdivided, then the sub board of such Section shall at its sole cost and expense individually obtain and thereafter deliver to the Master Unit Owner the vote of such Unit Owners in such subdivided Section); and (iii) if neither Section is owned in its entirety by one Person, then the affirmative vote of eighty percent (80%) in number and in Common Interest of all Unit Owners (it being understood the board of each Section shall at its sole cost and expense individually obtain and thereafter deliver to the other board the vote of the Unit Owners in its subdivided Section). No such vote shall be effective, however without (a) the written consent (which consent shall not be unreasonably withheld or delayed) of a majority of the Tower Mortgage Representatives, if any; and (b) without the written consent of Sponsor, provided that in no event shall Sponsor's consent be required beyond the Initial Control Period.

21.2 To the fullest extent permitted by Law, each Unit Owner shall be deemed to have waived any right to seek partition of the Property. In the event withdrawal of the Property from the provisions of the New York Condominium Act is authorized as aforesaid, and only to the extent the waiver contained in the preceding sentence shall be inapplicable or unenforceable, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale, together with the net proceeds of any applicable insurance policies, shall be divided among all Unit Owners in proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of its share of such funds, such amounts as may be necessary to discharge all unpaid liens on its Unit (other than mortgages which are not Permitted Mortgages) in the order of the priority of such liens.

ARTICLE 22

WAIVER

No provision contained in this Declaration or the other Condominium Documents shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

ARTICLE 23

CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof.

ARTICLE 24

CERTAIN REFERENCES

24.1 A reference in this Declaration to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires.

24.2 The terms "herein," "hereof" or "hereunder" or similar terms used in this Declaration refer to this entire Declaration and not to the particular provision in which the terms are used.

24.3 Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Declaration.

ARTICLE 25

SEVERABILITY

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

ARTICLE 26

COVENANT OF FURTHER ASSURANCES

26.1 Any party which is subject to the terms of this Declaration, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of a Board, or otherwise, shall, at the expense of any such other party (or the holder of a lien on its Unit) requesting the same, execute, acknowledge and deliver to such other party (or the holder of a lien on its Unit) such instruments, in addition to those specifically provided for herein, and take such other action, as such other party (or the holder of a lien on its Unit) may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction. Without intending to limit the generality of the foregoing, each Board and each Unit Owner shall be required, upon the request of Declarant or the Development Rights Purchaser, to execute and deliver any documents or applications reasonably required in connection with any Merger, any declaration of zoning lot restrictions, any ZLDA or the transfer of the Development Rights to the Development Rights Purchaser, as permitted hereunder.

26.2 If any Unit Owner, Board or other Person which is subject to the terms of this Declaration fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after receipt of a written request therefor, to take any action which such Unit Owner, Board or other Person is required to take pursuant to this Declaration and/or the Condominium By-Laws, and such failure continues for an additional ten (10) day period following receipt of a second written request therefor (together with written advice that the requesting party shall be entitled to take specified action upon the recipient's failure or refusal to perform) then the Condominium Board is hereby authorized as attorney-in-fact for such Unit Owner, other Board or other Person, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner, Board or other Person and such document or action shall be binding on such Unit Owner, Board or other Person.

ARTICLE 27

NAME OF CONDOMINIUM AND BUILDING

27.1 The Condominium shall be designated and known as "Williamsburg Wharf Condominium."

27.2 Supplementing Section 27.1 above, if the Tower Section is operated under an identifying name, the Master Unit Owner(s) thereof and/or Tower Sponsor (with respect to the Tower Section) shall be free to use whatever name(s) it/they designate(s) for such Master Unit(s) or Section in press releases or publicly distributed materials or permitted Signage. Notwithstanding anything contained herein, (i) for so long as it owns a Unit in the Tower Section, Tower Sponsor, and with the consent of Tower Sponsor, the Tower Board, shall have the exclusive right to use the names "480 Kent Avenue" and "Williamsburg Wharf Condominium" for such press releases or publicly distributed materials or permitted Signage and other purposes, with respect to the Tower Section; (ii) at such time as Tower Sponsor no longer owns a Unit in the Tower Section, Tower Sponsor and the Tower Board shall each have the exclusive (i.e., excluding any other party) right to use the names "480 Kent Avenue" and "Williamsburg Wharf Condominium".

ARTICLE 28

INITIAL CONSTRUCTION OF THE UNITS AND THE COMMON ELEMENTS

Notwithstanding anything to the contrary in Article 8 of the Condominium By-Laws, and in addition to the easement rights set forth in Article 16 hereof, each Master Unit Owner and Tower Sponsor shall have the right, without the vote or consent of any Board or any other Unit Owner or Person, but subject in each case to all applicable Laws, to perform (which term, for the purposes of this Article, shall also include permit, cause and suffer) the development, renovation, design, construction and making of all initial installations, finishes, Alterations (and in furtherance of the performance of such initial work, Repairs) in or to, and equipping and fitting-out of, the Property or such Person's aforementioned portion of the Property (including,

without limitation, performing structural or non-structural, interior or exterior, ordinary or extraordinary work) which such Person may be permitted or required to make or do pursuant to the approved construction plans and specifications therefor as filed with applicable Governmental Authorities, in each case, subject to such standards with respect to the performance of such work as are specified with respect thereto in Article 16 hereof, as applicable and in all events consistent with the scope and intent of the operating documents of Declarant.

ARTICLE 29

SUCCESSORS AND ASSIGNS

Except as set forth herein or in the Condominium By-Laws to the contrary, the rights and obligations of: (i) Tower Sponsor or its designee, as set forth herein, shall inure to the benefit of and be binding upon any successor or assign of Tower Sponsor, its designee or, with the consent of Tower Sponsor or its designee, any transferee of some or all of the Tower Units; and (ii) Base Unit Owner or its designee, as set forth herein, shall inure to the benefit of and be binding upon any successor or assign of the Base Unit Owner, its designee or, with the consent of the Base Unit Owner or its designee, any transferee of some or all of the then subdivided Base Units then owned by Base Unit Owner or its designee. For purposes hereof, references to Tower Sponsor or its designee, or Base Unit Owner or its designee, as the case may be, shall also include any mortgagee (or its nominee or designee) or other Person taking title from such party/ies upon a foreclosure or by deed-in-lieu of foreclosure. The rights and/or obligations of the Unit Owners as set forth in the Condominium Documents shall inure to the benefit of and be binding upon any successors or assigns of the respective Unit Owners.

ARTICLE 30

TOWER AND SPONSOR RIGHTS

Notwithstanding anything contained herein to the contrary, the Condominium Board and Base Unit Owners or Tower Board, as applicable, hereby acknowledge and agree that any rights granted hereunder to Tower Board, as Master Unit Owner of or in respect of the Tower Units or the Tower Section, may be assigned to or shared with Tower Sponsor (or its designees) by Tower Board either pursuant to the Tower By-Laws or separate agreement between Tower Board and Tower Sponsor (or its designees) (provided such separate agreement is otherwise subject to this Declaration and the Condominium By-Laws), which rights shall be in addition to any Tower Sponsor rights granted hereunder (if any) or under the Condominium By-Laws, provided that in no event, shall Tower Board assign to or share with Tower Sponsor (or its designees) any rights which would otherwise be inconsistent with the terms and provisions of this Declaration and the Condominium By-Laws.

ARTICLE 31

COMMERCIAL LEASES

31.1 The Commercial Unit Owners shall have the right to enter into leases for

all or any portion of its Unit (as same may be modified, amended, supplemented or restated from time to time, such leases are hereinafter referred to as the "Commercial Leases"). Neither the Condominium Board nor any Unit Owner will take, permit or suffer any actions with respect to any portion of the Property which the landlord under such lease cannot, with respect to such portion of the Property, take under the terms of a Commercial Lease.

31.2 A tenant under a Commercial Lease will have the rights such Commercial Unit Owner has under this Declaration which such Commercial Unit Owner has specifically granted to such tenant under its Commercial Lease, including, without limitation, (i) the rights to use the applicable Commercial Unit, the Limited Common Elements and the General Common Elements and rights to access such Common Elements, (ii) the rights to repair the Commercial Unit and General Common Elements and Limited Common Elements, whether or not such portions of the Building or systems are utilized by other Unit Owners or the Condominium Board, and (iii) the right to install Signage on those areas identified on Schedule C to this Declaration, to the extent that the Commercial Unit Owner have the right to install such Signage under the terms of this Declaration and the By-Laws and at all times in accordance with the tenant's rights under the Commercial Lease.

31.3 To the extent provided under the terms of a Commercial Lease, a tenant under a Commercial Lease may exercise any and all rights available to it at Law and in equity if the Condominium Board or a Unit Owner interferes with or otherwise fails to permit such tenant to exercise any rights granted to it under the terms of this Declaration or the By-Laws.

31.4 Notwithstanding anything to the contrary contained in this Declaration or the By-Laws, easements through and access to any Unit granted under the Declaration and By-Laws will be restricted to the extent that access to the Unit is restricted under the Commercial Lease.

31.5 All Commercial Leases shall be subject and subordinate in all respects to the Condominium Documents and any Permitted Mortgage.

ARTICLE 32

NON RECOURSE

Except as otherwise expressly provided in the Declaration, the By-Laws or the Rules and Regulations, in no event shall Declarant nor any Unit Owner nor any member nor any partner, member, shareholder, employee, director, officer, beneficiary, trustee, manager, agent or affiliate of Declarant, any Unit Owner or any member or any officer of the Condominium Board, nor any partner, member, shareholder, employee, director, officer, manager, agent or affiliate, beneficiary, trustee or any heir, legal representative or successor or assign of the foregoing have any personal liability for the payment or performance of the duties or obligations contemplated by the Declaration, the By-Laws or the Rules and Regulations.

ARTICLE 33

SIGNAGE CONDITIONS

33.1 Unless required by Law, no Signage shall be erected on any part of the Property except in compliance with the provisions of this Article 33. All rights of a Unit Owner to erect Signs set forth herein shall be subject to the compliance with the conditions set forth in this Article 33 and such other conditions as the Condominium Board and the Tower Board with regard to the Tower Section may from time to time impose (collectively, the "Signage Conditions"). All such Signs shall be installed, erected, operated, maintained and all repairs and alterations thereto shall be performed by the Unit Owner thereof in compliance with the provisions of any easements and other agreements of record in connection with the erection and maintenance of such Signs. Without limiting the generality of the foregoing, each Unit Owner shall be solely responsible for its Signage meeting the requirements of all applicable Law, including, without limitation, the New York City Building Code and the Zoning Resolution and other business improvement district guidelines, and for their fitness and suitability for their intended use and purpose. The Condominium Board may waive any Signage Condition, unless such waiver would violate applicable Law or any easements or other agreements of record relating to Signs on the Property.

33.2 Provided that all other provisions of this Article 33 and the Signage Conditions are complied with, each Non-Tower Unit Owner shall have the right and an easement to install identifying Signs on the exterior façade of the Building directly over each of its Unit entrances or on its storefronts. The location, size, materials, quality, design, color and lettering of all exterior Signage shall require the approval of only the Board, such approval not to be unreasonably conditioned, withheld or delayed.

33.3 Each Non-Tower Unit Owner shall have the right to install Signage in its Unit which is not visible from the exterior of its Unit without the consent of the Condominium Board or any other Unit Owner.

33.4 All Signs, whether exterior or interior, permitted to be installed by a Non-Tower Unit Owner hereunder shall be installed in a first-quality, neat, clean, safe and hazard-free condition and otherwise in accordance with the Signage Conditions, and the Unit Owner shall promptly and without delay, at its sole cost and expense, make all necessary repairs thereto.

33.5 Any consent or approval requested by a Unit Owner hereunder shall be given or denied by the Board within ten (10) Business Days after receipt of such request, together with the reasons for such disapproval and changes to be made in order to obtain approval, if any, provided that all plans, specifications and all other approvals and documentation required hereunder are submitted along with such request.

33.6 Notwithstanding the foregoing, owners of Unsold Tower Units shall be permitted to maintain "For Sale", "For Rent", "For Lease" signage, or any other signage evidencing a similar purpose, or other window display or advertising, in their Unsold Tower Units. In addition, Sponsor may erect, maintain, repair and replace, or permit their tenants to erect, maintain, repair or replace, from time to time, one or more signs on the Property for the

purpose of advertising the availability of Units for sale or rental including, but not limited to, signs on the facade of the Building and on any awnings, canopies or other protrusions from the facade of the Building.

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IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the 18 day of March, 2025.

470 Kent Ave Associates LLC

By: _____
Name: Michael Naftali
Title: Authorized Signatory

STATE OF New York)
) ss.:
COUNTY OF Bronx)

On the 18 day of March in the year 2025, before me, the undersigned, personally appeared Michael Naftali, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

LORRAINE BONILLA
Notary Public - State of New York
NO. 01BO6370813
Qualified in Bronx County
My Commission Expires Feb 12, 2026

SCHEDULE A
TO DECLARATION ESTABLISHING CONDOMINIUM OWNERSHIP OF WILLIAMSBURG WHARF CONDOMINIUM

DECLARATION ESTABLISHING CONDOMINIUM OWNERSHIP OF
WILLIAMSBURG WHARF CONDOMINIUM
11 Wharf Way, 478-480 Kent Avenue and 482 Kent Avenue, Brooklyn, New York
Block 2134
F/K/A Lot 1401-1406
N/K/A Lots 1401-1497

DESCRIPTION OF THE LAND

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

Beginning at the comer formed by the intersection of the westerly side of Kent Avenue with the northerly side of Division Avenue;

RUNNING THENCE N 70°58'00" W, along the northerly side of Division Avenue, a distance of 254.085 feet, to the United States Pierhead and Bulkhead Line, approved by the Secretary of War, February 25, 1918;

RUNNING THENCE N 21°09'30" W, along the United States Pierhead and Bulkhead Line, a distance of 227.56 feet, to a point;

RUNNING THENCE N 90°00'00" E, a distance of 189.33 feet, to a

point; RUNNING THENCE N 00°00'00" E, a distance of 220.27 feet, to

a point. RUNNING THENCE N 90°00'00" E, a distance of 103.50 feet,

to a point; RUNNING THENCE S 00°00'00" E, a distance of 19.75 feet,

to a point.

RUNNING THENCE N 90°00'00" E, a distance of 29.50 feet, to the westerly side of Kent Avenue;

RUNNING THENCE S 00°00'00" E, along the westerly side of Kent Avenue a distance of 495.60 feet to the point or place of beginning.

The above-described parcel having a parcel area of 98,354 square feet, or 2.2579 acres.

The bearings indicated above refer to an assumed meridian holding Kent Ave as North and South.

SCHEDULE B

DECLARATION ESTABLISHING CONDOMINIUM OWNERSHIP OF
WILLIAMSBURG WHARF CONDOMINIUM
11 Wharf Way, 478-480 Kent Avenue and 482 Kent Avenue, Brooklyn, New York

Block 2134
F/K/A Lots 1401-1406

DESCRIPTION OF UNITS
ORIGINAL/OLD:

Unit Designation	Tax Lot Number	Construction Floors where Unit is located	Approx. Unit Square Ft. Area	Approx. Exterior / Limited Common Element Square Ft. Area	Common Element to which the Unit has Immediate Access	General Common Interest Percentage	482 Building Common Element (482 BCE) Common Interest Percentage	478-480 Building Common Element (478 BCE) Common Interest Percentage	478-480 Resi. Common Element (478 RCE) Common Interest Percentage	11 Building Common Element (11 BCE) Common Interest Percentage	478-480 and 482 Building Common Element (478-482 BCE) Common Interest Percentage	478-482 Rental Common Element (478-482 RCE) Common Interest Percentage	11, 478 and 482 Rental Common Element (RCE) Common Interest Percentage
Commercial Unit (Comm)	1401	Cellar-7th Floor	18,917	15	Stairs, Corridors, Elevators	3.0876%	4.7697%			3.5822%	2.8570%		
Parking Unit (Park)	1402	Cellar-1st Floor	38,305		Stairs, Corridors, Elevators	6.2522%	6.8549%	1.5404%		9.5300%	4.7238%		
482 Rental Unit (482R)	1403	Cellar-EMR Level	221,194	9,494	Stairs, Corridors, Elevators	36.1032%	88.3754%				52.9367%	73.8128%	47.1680%
478 Rental Unit (478R)	1404	Cellar-8th Floor	78,475	7,945	Stairs, Corridors, Elevators	12.8086%		46.8348%	47.5675%		18.7808%	26.1872%	16.7342%
11 Rental Unit (11R)	1405	Cellar-EMR Level	169,280	11,305	Stairs, Corridors, Elevators	27.6298%				86.8878%			36.0978%

Tower Unit (TU)	1406	8th-21st Floor	86,501	3,803	Stairs, Corridors, Elevators	14.1186%		51.6248%	52.4325%		20.7016%		
TOTAL			612,672	32,562		100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%

SCHEDULE B

DECLARATION ESTABLISHING CONDOMINIUM OWNERSHIP OF
WILLIAMSBURG WHARF CONDOMINIUM
11 Wharf Way, 478-480 Kent Avenue and 482 Kent Avenue, Brooklyn, New York
Block 2134
F/K/A Lot 1401-1406
N/K/A Lots 1401-1497

DESCRIPTION OF UNITS
NEW (AMENDED):

Unit Designation	Tax Lot Number	Construction Floors where Unit is located	Approx. Unit Square Ft. Area	Approx. Exterior / Limited Common Element Square Ft. Area	Common Element to which the Unit has Immediate Access	Tower Common Interest Percentage	General Common Interest Percentage	482 Building Common Element (482 BCE) Common Interest Percentage	478-480 Building Common Element (478 BCE) Common Interest Percentage	478-480 Resi. Common Element (478 RCE) Common Interest Percentage	11 Building Common Element (11 BCE) Common Interest Percentage	478-480 and 482 Building Common Element (478-482 BCE) Common Interest Percentage	478-482 Rental Common Element (478-482 RCE) Common Interest Percentage	11, 478 and 482 Rental Common Element (RCE) Common Interest Percentage
482 Commercial Unit (482CU)	1401	Cellar-7th Floor	11,938	15	Stairs, Corridors, Elevators		1.9484%	4.7697%				2.8570%		
482 Parking Unit (482PU)	1402	Cellar-1st Floor	17,157		Stairs, Corridors, Elevators		2.8004%	6.8549%	1.5404%			4.1061%		
482 Rental Unit (482R)	1403	Cellar-EMR Level	221,194	9,494	Stairs, Corridors, Elevators		36.1032%	88.3754%				52.9367%	73.8128%	47.1680%
478 Rental Unit (478R)	1404	Cellar-8th Floor	78,475	7,945	Stairs, Corridors, Elevators		12.8086%		46.8348%	47.5675%		18.7808%	26.1872%	16.7342%

11 Rental Unit (11R)	1405	Cellar-EMR Level	169,280	11,305	Stairs, Corridors, Elevators		27.6298%				86.8878%			36.0978%
11 Commercial Unit (11CU)	1406	Cellar-1st Floor	6,980		Stairs, Corridors, Elevators		1.1392%				3.5827%			
478-480 Parking Unit (478PU)	1407	Cellar	2,581		Stairs, Corridors, Elevators		0.4213%					0.6177%		
11 Parking Unit (11PU)	1408	Cellar	18,567		Stairs, Corridors, Elevators		3.0305%				9.5300%			
9A	1409	8th Floor	771		Stairs, Corridors, Elevators	0.88%	0.1258%		0.4601%	0.4673%		0.1845%		
9B	1410	8th Floor	1,026		Stairs, Corridors, Elevators	1.17%	0.1675%		0.6123%	0.6219%		0.2455%		
9C	1411	8th Floor	860		Stairs, Corridors, Elevators	0.98%	0.1404%		0.5133%	0.5213%		0.2058%		
9D	1412	8th Floor	1,622		Stairs, Corridors, Elevators	1.85%	0.2647%		0.9680%	0.9832%		0.3882%		
9E	1413	8th Floor	433		Stairs, Corridors, Elevators	0.50%	0.0707%		0.2584%	0.2625%		0.1036%		
9F	1414	8th Floor	647		Stairs, Corridors, Elevators	0.74%	0.1056%		0.3861%	0.3922%		0.1548%		
9G	1415	8th Floor	670	251	Stairs, Corridors, Elevators	0.84%	0.1094%		0.3999%	0.4061%		0.1603%		
9H	1416	8th Floor	621		Stairs, Corridors, Elevators	0.71%	0.1014%		0.3706%	0.3764%		0.1486%		

10A	1417	9th Floor	1,155		Stairs, Corridors, Elevators	1.32%	0.1885%		0.6893%	0.7001%		0.2764%		
10B	1418	9th Floor	1,019		Stairs, Corridors, Elevators	1.17%	0.1663%		0.6082%	0.6177%		0.2439%		
10C	1419	9th Floor	860		Stairs, Corridors, Elevators	0.98%	0.1404%		0.5133%	0.5213%		0.2058%		
10D	1420	9th Floor	1,622		Stairs, Corridors, Elevators	1.85%	0.2647%		0.9680%	0.9832%		0.3882%		
10E	1421	9th Floor	433		Stairs, Corridors, Elevators	0.50%	0.0707%		0.2584%	0.2625%		0.1036%		
10F	1422	9th Floor	628		Stairs, Corridors, Elevators	0.72%	0.1025%		0.3748%	0.3807%		0.1503%		
10G	1423	9th Floor	820		Stairs, Corridors, Elevators	0.94%	0.1338%		0.4894%	0.4970%		0.1962%		
10H	1424	9th Floor	429		Stairs, Corridors, Elevators	0.49%	0.0700%		0.2560%	0.2600%		0.1027%		
11A	1425	10th Floor	1,155		Stairs, Corridors, Elevators	1.32%	0.1885%		0.6893%	0.7001%		0.2764%		
11B	1426	10th Floor	1,019		Stairs, Corridors, Elevators	1.17%	0.1663%		0.6082%	0.6177%		0.2439%		
11C	1427	10th Floor	860		Stairs, Corridors, Elevators	0.98%	0.1404%		0.5133%	0.5213%		0.2058%		
11D	1428	10th Floor	1,622		Stairs, Corridors, Elevators	1.85%	0.2647%		0.9680%	0.9832%		0.3882%		

11E	1429	10th Floor	433		Stairs, Corridors, Elevators	0.50%	0.0707%		0.2584%	0.2625%		0.1036%		
11F	1430	10th Floor	628		Stairs, Corridors, Elevators	0.72%	0.1025%		0.3748%	0.3807%		0.1503%		
11G	1431	10th Floor	820		Stairs, Corridors, Elevators	0.94%	0.1338%		0.4894%	0.4970%		0.1962%		
11H	1432	10th Floor	429		Stairs, Corridors, Elevators	0.49%	0.0700%		0.2560%	0.2600%		0.1027%		
12A	1433	11th Floor	1,155		Stairs, Corridors, Elevators	1.32%	0.1885%		0.6893%	0.7001%		0.2764%		
12B	1434	11th Floor	1,019		Stairs, Corridors, Elevators	1.17%	0.1663%		0.6082%	0.6177%		0.2439%		
12C	1435	11th Floor	860		Stairs, Corridors, Elevators	0.98%	0.1404%		0.5133%	0.5213%		0.2058%		
12D	1436	11th Floor	1,622		Stairs, Corridors, Elevators	1.85%	0.2647%		0.9680%	0.9832%		0.3882%		
12E	1437	11th Floor	433		Stairs, Corridors, Elevators	0.50%	0.0707%		0.2584%	0.2625%		0.1036%		
12F	1438	11th Floor	628		Stairs, Corridors, Elevators	0.72%	0.1025%		0.3748%	0.3807%		0.1503%		
12G	1439	11th Floor	820		Stairs, Corridors, Elevators	0.94%	0.1338%		0.4894%	0.4970%		0.1962%		
12H	1440	11th Floor	429		Stairs, Corridors, Elevators	0.49%	0.0700%		0.2560%	0.2600%		0.1027%		

14A	1441	12th Floor	1,155		Stairs, Corridors, Elevators	1.32%	0.1885%		0.6893%	0.7001%		0.2764%		
14B	1442	12th Floor	1,019		Stairs, Corridors, Elevators	1.17%	0.1663%		0.6082%	0.6177%		0.2439%		
14C	1443	12th Floor	860		Stairs, Corridors, Elevators	0.98%	0.1404%		0.5133%	0.5213%		0.2058%		
14D	1444	12th Floor	1,622		Stairs, Corridors, Elevators	1.85%	0.2647%		0.9680%	0.9832%		0.3882%		
14E	1445	12th Floor	433		Stairs, Corridors, Elevators	0.50%	0.0707%		0.2584%	0.2625%		0.1036%		
14F	1446	12th Floor	628		Stairs, Corridors, Elevators	0.72%	0.1025%		0.3748%	0.3807%		0.1503%		
14G	1447	12th Floor	820		Stairs, Corridors, Elevators	0.94%	0.1338%		0.4894%	0.4970%		0.1962%		
14H	1448	12th Floor	429		Stairs, Corridors, Elevators	0.49%	0.0700%		0.2560%	0.2600%		0.1027%		
15A	1449	13th Floor	1,155		Stairs, Corridors, Elevators	1.32%	0.1885%		0.6893%	0.7001%		0.2764%		
15B	1450	13th Floor	1,191		Stairs, Corridors, Elevators	1.36%	0.1944%		0.7108%	0.7219%		0.2850%		
15C	1451	13th Floor	1,798		Stairs, Corridors, Elevators	2.06%	0.2935%		1.0731%	1.0899%		0.4303%		
15D	1452	13th Floor	589		Stairs, Corridors, Elevators	0.67%	0.0961%		0.3515%	0.3570%		0.1410%		

15E	1453	13th Floor	433		Stairs, Corridors, Elevators	0.50%	0.0707%		0.2584%	0.2625%		0.1036%		
15F	1454	13th Floor	628		Stairs, Corridors, Elevators	0.72%	0.1025%		0.3748%	0.3807%		0.1503%		
15G	1455	13th Floor	820		Stairs, Corridors, Elevators	0.94%	0.1338%		0.4894%	0.4970%		0.1962%		
15H	1456	13th Floor	429		Stairs, Corridors, Elevators	0.49%	0.0700%		0.2560%	0.2600%		0.1027%		
16A	1457	14th Floor	1,155		Stairs, Corridors, Elevators	1.32%	0.1885%		0.6893%	0.7001%		0.2764%		
16B	1458	14th Floor	1,191		Stairs, Corridors, Elevators	1.36%	0.1944%		0.7108%	0.7219%		0.2850%		
16C	1459	14th Floor	1,798		Stairs, Corridors, Elevators	2.06%	0.2935%		1.0731%	1.0899%		0.4303%		
16D	1460	14th Floor	589		Stairs, Corridors, Elevators	0.67%	0.0961%		0.3515%	0.3570%		0.1410%		
16E	1461	14th Floor	433		Stairs, Corridors, Elevators	0.50%	0.0707%		0.2584%	0.2625%		0.1036%		
16F	1462	14th Floor	628		Stairs, Corridors, Elevators	0.72%	0.1025%		0.3748%	0.3807%		0.1503%		
16G	1463	14th Floor	820		Stairs, Corridors, Elevators	0.94%	0.1338%		0.4894%	0.4970%		0.1962%		
16H	1464	14th Floor	429		Stairs, Corridors, Elevators	0.49%	0.0700%		0.2560%	0.2600%		0.1027%		

17A	1465	15th Floor	1,155		Stairs, Corridors, Elevators	1.32%	0.1885%		0.6893%	0.7001%		0.2764%		
17B	1466	15th Floor	1,191		Stairs, Corridors, Elevators	1.36%	0.1944%		0.7108%	0.7219%		0.2850%		
17C	1467	15th Floor	1,798		Stairs, Corridors, Elevators	2.06%	0.2935%		1.0731%	1.0899%		0.4303%		
17D	1468	15th Floor	589		Stairs, Corridors, Elevators	0.67%	0.0961%		0.3515%	0.3570%		0.1410%		
17E	1469	15th Floor	433		Stairs, Corridors, Elevators	0.50%	0.0707%		0.2584%	0.2625%		0.1036%		
17F	1470	15th Floor	628		Stairs, Corridors, Elevators	0.72%	0.1025%		0.3748%	0.3807%		0.1503%		
17G	1471	15th Floor	820		Stairs, Corridors, Elevators	0.94%	0.1338%		0.4894%	0.4970%		0.1962%		
17H	1472	15th Floor	429		Stairs, Corridors, Elevators	0.49%	0.0700%		0.2560%	0.2600%		0.1027%		
18A	1473	16th Floor	1,155		Stairs, Corridors, Elevators	1.32%	0.1885%		0.6893%	0.7001%		0.2764%		
18B	1474	16th Floor	1,191		Stairs, Corridors, Elevators	1.36%	0.1944%		0.7108%	0.7219%		0.2850%		
18C	1475	16th Floor	1,798		Stairs, Corridors, Elevators	2.06%	0.2935%		1.0731%	1.0899%		0.4303%		
18D	1476	16th Floor	589		Stairs, Corridors, Elevators	0.67%	0.0961%		0.3515%	0.3570%		0.1410%		

18E	1477	16th Floor	433		Stairs, Corridors, Elevators	0.50%	0.0707%		0.2584%	0.2625%		0.1036%		
18F	1478	16th Floor	628		Stairs, Corridors, Elevators	0.72%	0.1025%		0.3748%	0.3807%		0.1503%		
18G	1479	16th Floor	820		Stairs, Corridors, Elevators	0.94%	0.1338%		0.4894%	0.4970%		0.1962%		
18H	1480	16th Floor	429		Stairs, Corridors, Elevators	0.49%	0.0700%		0.2560%	0.2600%		0.1027%		
PH1D	1481	17th Floor	1,442	476	Stairs, Corridors, Elevators	1.78%	0.2354%		0.8606%	0.8741%		0.3451%		
PH1E	1482	17th Floor	1,857	296	Stairs, Corridors, Elevators	2.21%	0.3031%		1.1083%	1.1256%		0.4444%		
PH1F	1483	17th Floor	1,775	330	Stairs, Corridors, Elevators	2.12%	0.2897%		1.0593%	1.0759%		0.4248%		
PH1G	1484	17th Floor	808		Stairs, Corridors, Elevators	0.92%	0.1319%		0.4822%	0.4898%		0.1934%		
20A	1485	18th Floor	1,442		Stairs, Corridors, Elevators	1.65%	0.2354%		0.8606%	0.8741%		0.3451%		
20B	1486	18th Floor	1.857		Stairs, Corridors, Elevators	2.12%	0.3031%		1.1083%	1.1256%		0.4444%		
20C	1487	18th Floor	628		Stairs, Corridors, Elevators	0.72%	0.1025%		0.3748%	0.3807%		0.1503%		
20D	1488	18th Floor	1,145		Stairs, Corridors, Elevators	1.31%	0.1869%		0.6833%	0.6940%		0.2740%		

20E	1489	18th Floor	808		Stairs, Corridors, Elevators	0.92%	0.1319%		0.4822%	0.4898%		0.1934%		
21A	1490	19th Floor	1,442		Stairs, Corridors, Elevators	1.65%	0.2354%		0.8606%	0.8741%		0.3451%		
21B	1491	19th Floor	1,857		Stairs, Corridors, Elevators	2.12%	0.3031%		1.1083%	1.1256%		0.4444%		
21C	1492	19th Floor	628		Stairs, Corridors, Elevators	0.72%	0.1025%		0.3748%	0.3807%		0.1503%		
21D	1493	19th Floor	1,145		Stairs, Corridors, Elevators	1.31%	0.1869%		0.6833%	0.6940%		0.2740%		
21E	1494	19th Floor	808		Stairs, Corridors, Elevators	0.92%	0.1319%		0.4823%	0.4898%		0.1935%		
PH2A	1495	20th-21st Floor	2,659	1,197	Stairs, Corridors, Elevators	3.38%	0.4341%		1.5870%	1.6116%		0.6365%		
PH2B	1496	20th-21st Floor	1,864	640	Stairs, Corridors, Elevators	2.30%	0.3043%		1.1126%	1.1298%		0.4462%		
PH2C	1497	20th-21st Floor	1,650	613	Stairs, Corridors, Elevators	2.06%	0.2694%		0.9848%	1.0000%		0.3950%		
TOTAL			612,672	32,314.00		100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%

Exhibit B

To

Attachment 1

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument.The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

2025060600119002003E51A2

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 61**

Document ID: 2025060600119002 Document Date: 06-04-2025 Preparation Date: 06-06-2025
Document Type: MAPS
Document Page Count: 53 Non-Standard Form Size

PRESENTER:
ROYAL REGISTERED PROPERTY REPORTS (FILE#)
125 PARK AVENUE, SUITE 1610
NEW YORK, NY 10017
212-376-0900
sdejesus@ROYALABSTRACT.COM

RETURN TO:
ROYAL REGISTERED PROPERTY REPORTS (FILE#)
125 PARK AVENUE, SUITE 1610
NEW YORK, NY 10017
212-376-0900
sdejesus@ROYALABSTRACT.COM

PROPERTY DATA

Borough	Block	Lot		Unit	Address
BROOKLYN	2134	1401	Entire Lot	COMM	11 WHARF WAY

Property Type: COMMERCIAL CONDO UNIT(S)

Borough	Block	Lot		Unit	Address
BROOKLYN	2134	1402	Entire Lot	PARK	11 WHARF WAY

Property Type: COMMERCIAL CONDO UNIT(S)

☒ Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN_____ *or* DocumentID_____ *or* _____ Year_____ Reel____ Page_____ *or* File Number_____

PARTIES

PARTY 1:
WILLIAMSBURGH WHARF CONDOMINIUM
478-480 AND 482 KENT AVENUE, 11 WHARF WAY
BROOKLYN, NY 11249

FEES AND TAXES

Mortgage :		
Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	559.00
Affidavit Fee:	$	0.00

Filing Fee: $ 0.00
NYC Real Property Transfer Tax: $ 0.00
NYS Real Estate Transfer Tax: $ 0.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 06-09-2025 08:35
City Register File No.(CRFN): **2025000153397**

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

2025060600119002003C5322

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 2 OF 61**

Document ID: 2025060600119002 Document Date: 06-04-2025 Preparation Date: 06-06-2025
Document Type: MAPS

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	2134	1406 Entire Lot	TU	480 KENT AVENUE
Property Type: COMMERCIAL CONDO UNIT(S)				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1407 Entire Lot	478PU	11 WHARF WAY
Property Type: COMMERCIAL CONDO UNIT(S)				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1408 Entire Lot	11PU	11 WHARF WAY
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1409 Entire Lot	9A	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1410 Entire Lot	9B	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1411 Entire Lot	9C	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1412 Entire Lot	9D	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1413 Entire Lot	9E	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1414 Entire Lot	9F	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1415 Entire Lot	9G	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1416 Entire Lot	9H	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1417 Entire Lot	10A	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1418 Entire Lot	10B	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1419 Entire Lot	10C	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

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RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 3 OF 61**

Document ID: 2025060600119002 Document Date: 06-04-2025 Preparation Date: 06-06-2025
Document Type: MAPS

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	2134	1420 Entire Lot	10D	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1421 Entire Lot	10E	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1422 Entire Lot	10F	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1423 Entire Lot	10G	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1424 Entire Lot	10H	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1425 Entire Lot	11A	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1426 Entire Lot	11B	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1427 Entire Lot	11C	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1428 Entire Lot	11D	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1429 Entire Lot	11E	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1430 Entire Lot	11F	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1431 Entire Lot	11G	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1432 Entire Lot	11H	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1433 Entire Lot	12A	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

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RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 4 OF 61**

Document ID: 2025060600119002 Document Date: 06-04-2025 Preparation Date: 06-06-2025
Document Type: MAPS

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	2134	1434 Entire Lot	12B	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1435 Entire Lot	12C	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1436 Entire Lot	12D	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1437 Entire Lot	12E	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1438 Entire Lot	12F	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1439 Entire Lot	12G	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1440 Entire Lot	12H	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1441 Entire Lot	14A	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1442 Entire Lot	14B	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1443 Entire Lot	14C	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1444 Entire Lot	14D	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1445 Entire Lot	14E	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1446 Entire Lot	14F	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1447 Entire Lot	14G	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

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RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 5 OF 61**

Document ID: 2025060600119002 Document Date: 06-04-2025 Preparation Date: 06-06-2025
Document Type: MAPS

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	2134	1448 Entire Lot	14H	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1449 Entire Lot	15A	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1450 Entire Lot	15B	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1451 Entire Lot	15C	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1452 Entire Lot	15D	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1453 Entire Lot	15E	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1454 Entire Lot	15F	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1455 Entire Lot	15G	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1456 Entire Lot	15H	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1457 Entire Lot	16A	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1458 Entire Lot	16B	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1459 Entire Lot	16C	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1460 Entire Lot	16D	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1461 Entire Lot	16E	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				

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RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 6 OF 61**

Document ID: 2025060600119002 Document Date: 06-04-2025 Preparation Date: 06-06-2025
Document Type: MAPS

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	2134	1462 Entire Lot	16F	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1463 Entire Lot	16G	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1464 Entire Lot	16H	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1465 Entire Lot	17A	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1466 Entire Lot	17B	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1467 Entire Lot	17C	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1468 Entire Lot	17D	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1469 Entire Lot	17E	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1470 Entire Lot	17F	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1471 Entire Lot	17G	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1472 Entire Lot	17H	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1473 Entire Lot	18A	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1474 Entire Lot	18B	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1475 Entire Lot	18C	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				

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RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 7 OF 61**

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Document Type: MAPS

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	2134	1476 Entire Lot	18D	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1477 Entire Lot	18E	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1478 Entire Lot	18F	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1479 Entire Lot	18G	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1480 Entire Lot	18H	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1481 Entire Lot	PH1D	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1482 Entire Lot	PH1E	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1483 Entire Lot	PH1F	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1484 Entire Lot	PH1G	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1485 Entire Lot	20A	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1486 Entire Lot	20B	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1487 Entire Lot	20C	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1488 Entire Lot	20D	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1489 Entire Lot	20E	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				

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Document ID: 2025060600119002 Document Date: 06-04-2025 Preparation Date: 06-06-2025
Document Type: MAPS

PROPERTY DATA

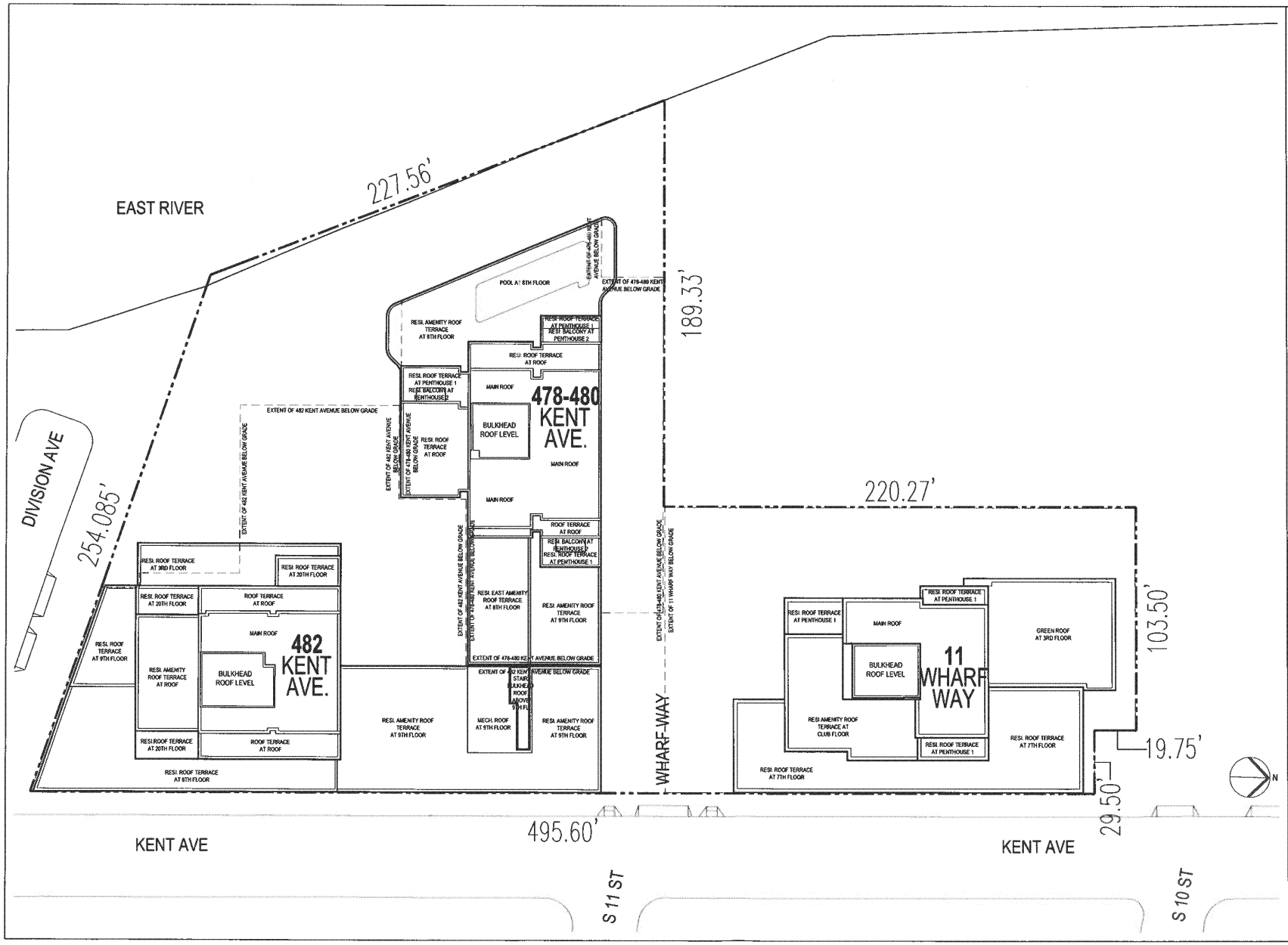
Borough	Block	Lot	Unit	Address
BROOKLYN	2134	1490 Entire Lot	21A	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1491 Entire Lot	21B	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1492 Entire Lot	21C	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1493 Entire Lot	21D	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1494 Entire Lot	21E	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1495 Entire Lot	PH2A	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1496 Entire Lot	PH2B	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1497 Entire Lot	PH2C	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				

CONDOMINIUM NO. 6148
AMENDMENT TO CONDOMINIUM NO. 6148B
WILLIAMSBURG WHARF CONDOMINIUM
478-480 AND 482 KENT AVENUE
& 11 WHARF WAY
BROOKLYN, NY 11249

TAX BLOCK: 2134
F/K/A TAX LOT: 1401, 1402, 1406
N/K/A TAX LOTS: 1401, 1402, 1406 - 1497

APPROVED BY THE TAX MAP UNIT 6/4/2025
FILED IN THE NEW YORK CITY LAND RECORDS DIVISION _____

THE LAND AFFECTED BY THE WITHIN INSTRUMENT LIES
IN TAX BLOCK 2134 ON THE BLOCK MAP OF TAXES AND
ASSESSMENTS IN THE BOROUGH OF BROOKLYN



CONDOMINIUM PLAN CERTIFICATION

THE TAX MAP UNIT CITY OF NEW YORK CERTIFIES THAT:

(A) THE ANNEXED FLOOR PLANS CONSISTING OF 53 PAGES COVERING:

WILLIAMSBURG WHARF CONDOMINIUM

ARE AMENEDED AT:

11 WHARF WAY:
CELLAR,
1ST FLOOR;

478-480 KENT:
CELLAR,
8TH - 21ST FLOORS;

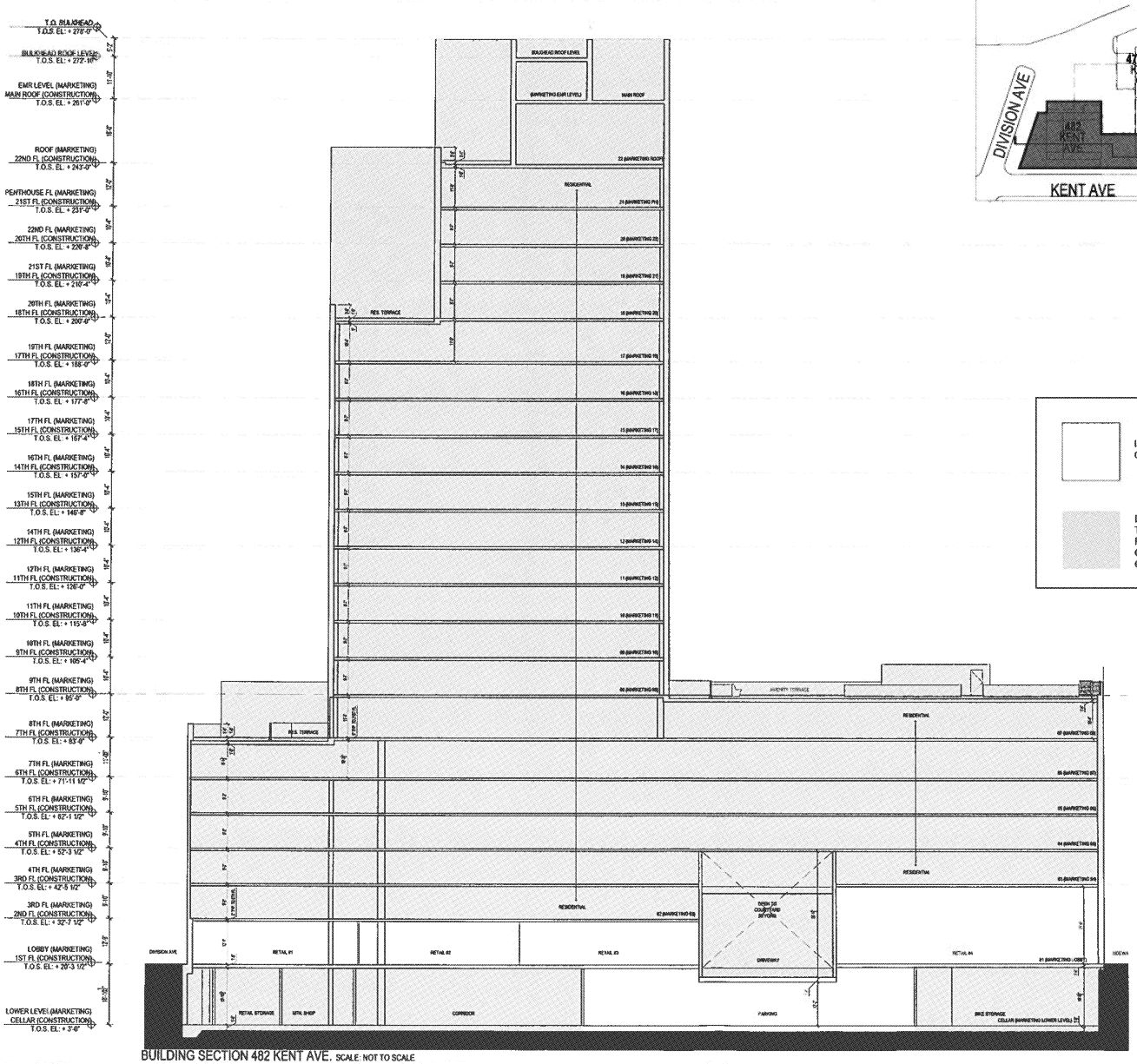
482 KENT:
CELLAR,
1ST FLOOR;

(B) THE LOT DESIGNATIONS FOR THE SEPARATE UNITS SHOWN THEREON CONFORMS TO THE OFFICIAL TAX LOT NUMBER DESIGNATIONS FOR SUCH UNITS ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF **BROOKLYN**.

DATE: 6/4/25

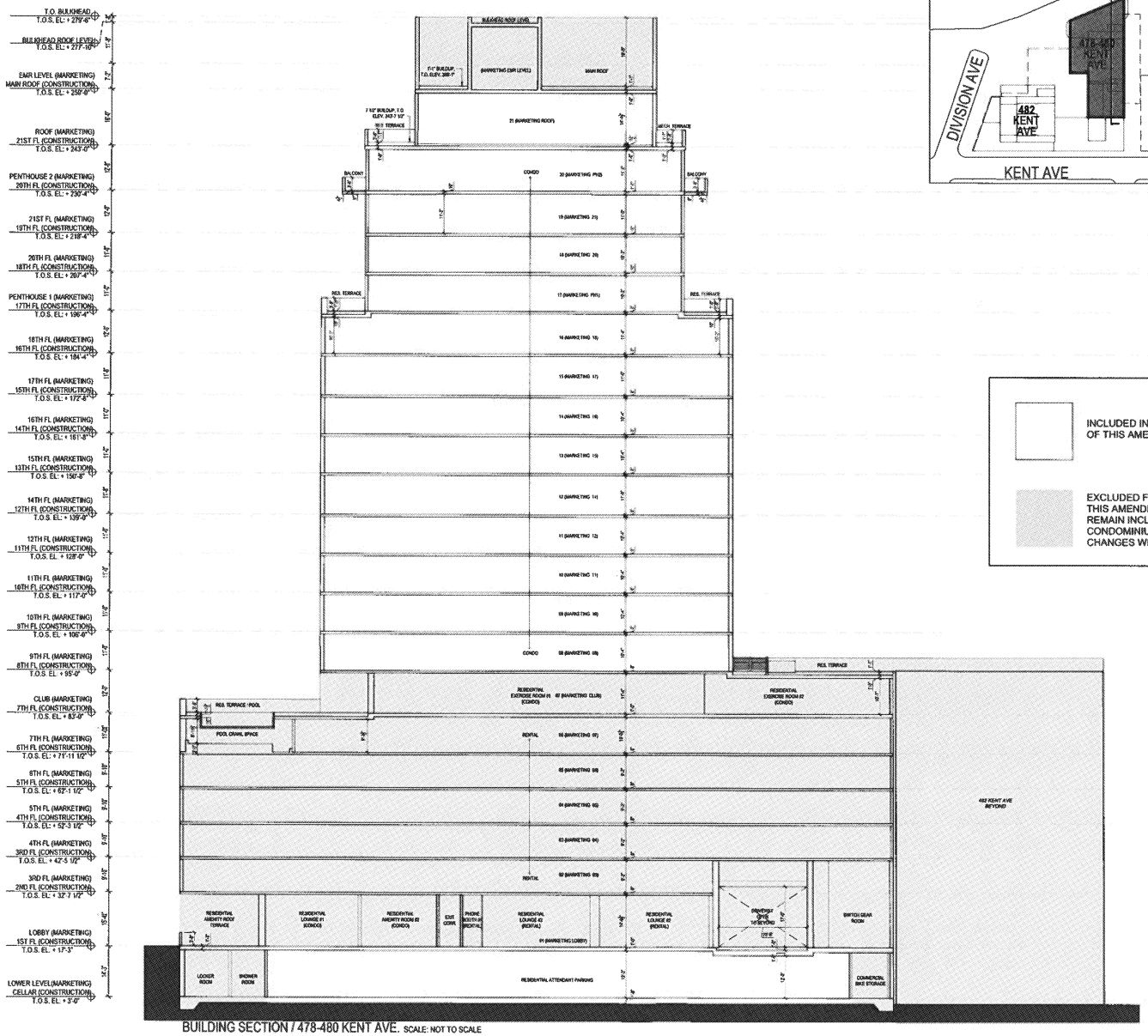
TAX MAP SPECIALIST, PROPERTY DIVISION

DRAWING TITLE:
PLOT PLAN AND TAX LOT



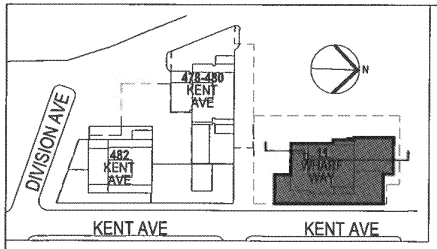
BUILDING SECTION 482 KENT AVE. SCALE: NOT TO SCALE

DRAWING TITLE:
BUILDING SECTION



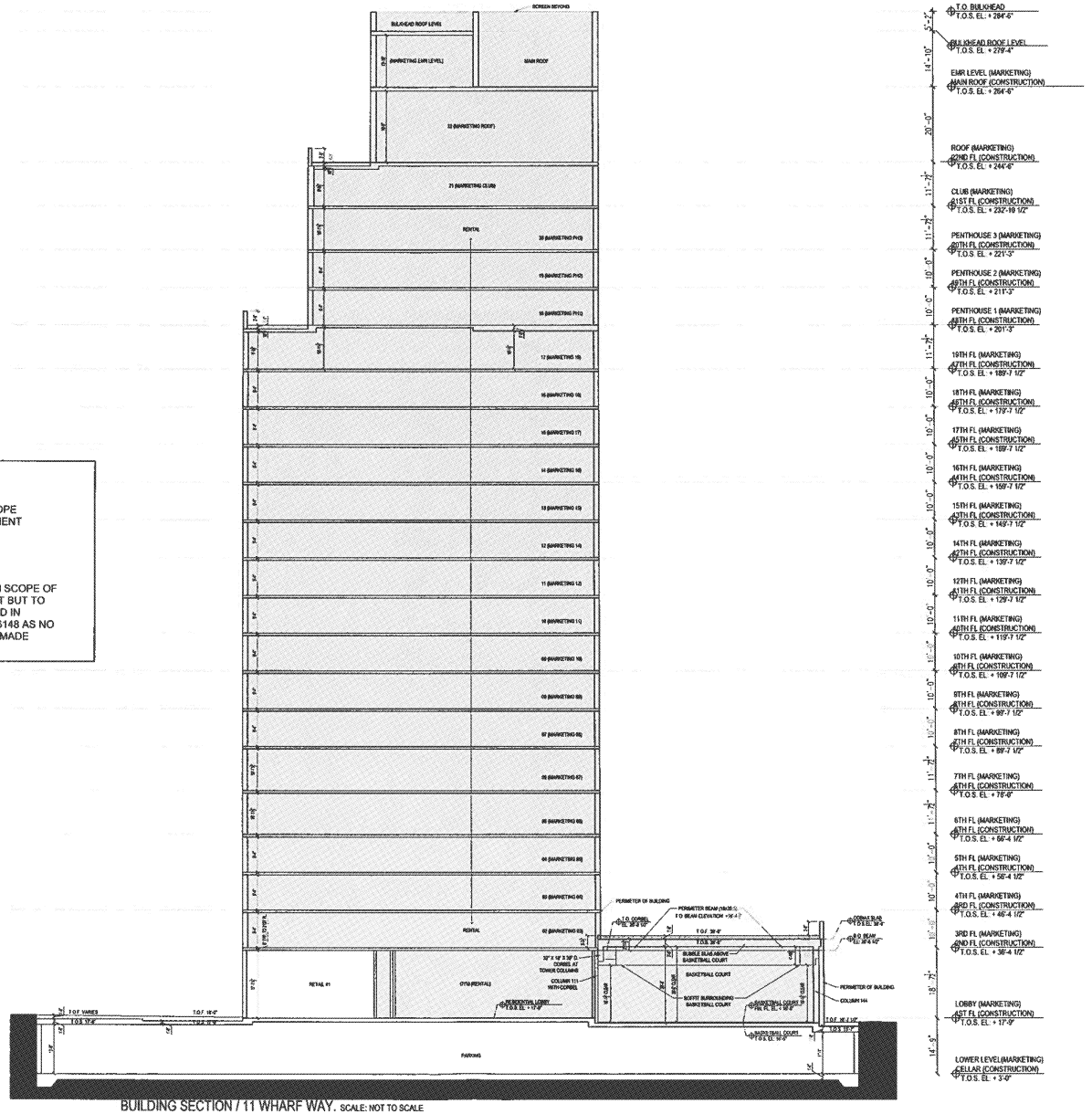
BUILDING SECTION / 478-480 KENT AVE. SCALE: NOT TO SCALE

DRAWING TITLE:
BUILDING SECTION



INCLUDED IN SCOPE OF THIS AMENDMENT

EXCLUDED FROM SCOPE OF THIS AMENDMENT BUT TO REMAIN INCLUDED IN CONDOMINIUM #6148 AS NO CHANGES WERE MADE



BUILDING SECTION / 11 WHARF WAY. SCALE: NOT TO SCALE

DRAWING TITLE:
BUILDING SECTION

CONDOMINIUM LOT SUMMARY INFORMATION (ORIGINAL/OLD)

TAX LOT	UNIT NO.	UNIT AREA SQ.FT.	FLOOR NO. (CONSTRUCTION)	TOTAL UNITS	USE TYPE	NO. BDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (EXTERIOR COMMON ELEMENT)
1406	TU	0 SQ. FT.	C	-	CONDO	-	-	-	0 SQ. FT.	0 SQ. FT.
1401	COMM UNIT	3,394 SQ. FT.	C	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	37,242 SQ. FT.	C	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1405	TU	0 SQ. FT.	1	-	CONDO	-	-	-	0 SQ. FT.	0 SQ. FT.
1401	COMM UNIT	14,652 SQ. FT.	1	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	1,063 SQ. FT.	1	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1405	TU	0 SQ. FT.	2	-	CONDO	-	-	-	0 SQ. FT.	0 SQ. FT.
1401	COMM UNIT	831 SQ. FT.	2	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	0 SQ. FT.	2	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1405	TU	0 SQ. FT.	3	-	CONDO	-	-	-	0 SQ. FT.	0 SQ. FT.
1401	COMM UNIT	8 SQ. FT.	3	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	0 SQ. FT.	3	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1405	TU	0 SQ. FT.	4	-	CONDO	-	-	-	0 SQ. FT.	0 SQ. FT.
1401	COMM UNIT	8 SQ. FT.	4	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	0 SQ. FT.	4	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1405	TU	0 SQ. FT.	5	-	CONDO	-	-	-	0 SQ. FT.	0 SQ. FT.
1401	COMM UNIT	8 SQ. FT.	5	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	0 SQ. FT.	5	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1405	TU	0 SQ. FT.	6	-	CONDO	-	-	-	0 SQ. FT.	0 SQ. FT.
1401	COMM UNIT	8 SQ. FT.	6	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	0 SQ. FT.	6	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1405	TU	0 SQ. FT.	7	-	CONDO	-	-	-	0 SQ. FT.	0 SQ. FT.
1401	COMM UNIT	8 SQ. FT.	7	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	0 SQ. FT.	7	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1406	TU	6,650 SQ. FT.	8	8	CONDO	10	11	0	251 SQ. FT.	0 SQ. FT.
1401	COMM UNIT	0 SQ. FT.	8	-	COMMERCIAL	-	-	-	0 SQ. FT.	15 SQ. FT.
1402	PARK	0 SQ. FT.	8	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1406	TU	6,986 SQ. FT.	9	8	CONDO	10	12	0	0 SQ. FT.	0 SQ. FT.
1401	COMM UNIT	0 SQ. FT.	9	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	0 SQ. FT.	9	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1406	TU	6,986 SQ. FT.	10	8	CONDO	10	12	0	0 SQ. FT.	0 SQ. FT.
1401	COMM UNIT	0 SQ. FT.	10	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	0 SQ. FT.	10	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1406	TU	6,986 SQ. FT.	11	8	CONDO	10	12	0	0 SQ. FT.	0 SQ. FT.
1401	COMM UNIT	0 SQ. FT.	11	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	0 SQ. FT.	11	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1406	TU	6,999 SQ. FT.	12	8	CONDO	10	12	0	0 SQ. FT.	0 SQ. FT.
1401	COMM UNIT	0 SQ. FT.	12	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	0 SQ. FT.	12	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1406	TU	7,043 SQ. FT.	13	8	CONDO	10	12	0	0 SQ. FT.	0 SQ. FT.
1401	COMM UNIT	0 SQ. FT.	13	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	0 SQ. FT.	13	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1406	TU	7,043 SQ. FT.	14	8	CONDO	10	12	0	0 SQ. FT.	0 SQ. FT.
1401	COMM UNIT	0 SQ. FT.	14	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	0 SQ. FT.	14	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1406	TU	7,043 SQ. FT.	15	8	CONDO	10	12	0	0 SQ. FT.	0 SQ. FT.
1401	COMM UNIT	0 SQ. FT.	15	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	0 SQ. FT.	15	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1406	TU	7,043 SQ. FT.	16	8	CONDO	10	12	0	0 SQ. FT.	0 SQ. FT.
1401	COMM UNIT	0 SQ. FT.	16	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	0 SQ. FT.	16	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1406	TU	5,882 SQ. FT.	17	4	CONDO	9	9	0	1,102 SQ. FT.	0 SQ. FT.
1401	COMM UNIT	0 SQ. FT.	17	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	0 SQ. FT.	17	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1406	TU	5,880 SQ. FT.	18	5	CONDO	9	9	0	0 SQ. FT.	0 SQ. FT.
1401	COMM UNIT	0 SQ. FT.	18	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	0 SQ. FT.	18	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1406	TU	5,880 SQ. FT.	19	5	CONDO	9	9	0	0 SQ. FT.	0 SQ. FT.
1401	COMM UNIT	0 SQ. FT.	19	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	0 SQ. FT.	19	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1406	TU	5,933 SQ. FT.	20	3	CONDO	9	9	1	242 SQ. FT.	0 SQ. FT.
1401	COMM UNIT	0 SQ. FT.	20	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	0 SQ. FT.	20	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1406	TU	240 SQ. FT.	21	-	CONDO	-	-	-	2,206 SQ. FT.	0 SQ. FT.
1401	COMM UNIT	0 SQ. FT.	21	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	0 SQ. FT.	21	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1406	TU	0 SQ. FT.	ROOF		CONDO	-	-	-	0 SQ. FT.	0 SQ. FT.
1401	COMM UNIT	0 SQ. FT.	ROOF	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	0 SQ. FT.	ROOF	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1406	TU	0 SQ. FT.	BMR	-	CONDO	-	-	-	0 SQ. FT.	0 SQ. FT.
1401	COMM UNIT	0 SQ. FT.	BMR	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	0 SQ. FT.	BMR		PARKING				0 SQ. FT.	0 SQ. FT.
1406	TU	0 SQ. FT.	BMR ROOF	-	CONDO	-	-	-	0 SQ. FT.	0 SQ. FT.
1401	COMM UNIT	0 SQ. FT.	BMR ROOF	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	0 SQ. FT.	BMR ROOF	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1406	TU	88,501 SQ. FT.		86		126	143	1	3,803 SQ. FT.	0 SQ. FT.
1401	COMM UNIT	18,917 SQ. FT.							0 SQ. FT.	15 SQ. FT.
1402	PARK	38,305 SQ. FT.							0 SQ. FT.	0 SQ. FT.

BUILDING SUMMARY AND LEGEND USE TYPE INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403			478 RENTAL UNIT (478R UNIT)	1404			11 RENTAL UNIT (11R UNIT)	1405	
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A			478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A			11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A	
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A			478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A			11 BUILDING COMMON ELEMENT (11 BCE)	N/A	
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A					
	TOWER UNITS (TU)	1406	86,501 SQ. FT.		TOWER COMMON ELEMENT (TCE)	N/A			COMMERCIAL UNIT (COMM UNIT)	1401	18,917 SQ. FT.
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A	3,803 SQ. FT.						COMMERCIAL EXTERIOR COMMON ELEMENT (COMM EXT)	N/A	

BUILDING GROSS AREA		147,526 SQ. FT.	
	PARKING UNIT (PARK)	1402	38,305 SQ. FT.
	GENERAL COMMON ELEMENT (GCE)	N/A	
	478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	
	478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A	
	11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A	

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY, ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

MEASURED VERTICALLY, EACH UNIT CONSISTS OF THE VOLUME FROM THE TOP OF THE FLOOR SLAB BELOW (LOCATED UNDER THE FINISH FLOORING AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE FLOOR SLAB ABOVE.

AS IS CUSTOMARY IN NEW YORK CITY, THE SQUARE FOOT AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA OF SUCH UNIT.

THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: **470 KENT AVE ASSOCIATES LLC**
C/O NAFTALI GROUP

ADDRESS: **152 WEST 57TH STREET, 45TH FLOOR**
NEW YORK, NY 10019

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDING, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS, AND APPROXIMATE DIMENSIONS OF [illegible] SAID.

REGISTERED ARCHITECT
DAVID CHARLES WEST
STATE OF NEW YORK
026910
LICENSED

NOTARIZATION
SWORN TO ME BEFORE ME THIS
3rd DAY OF JUNE 2025
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Suffolk County
01RA6020464
MY COMMISSION EXPIRES 01/30/2028

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: 6/4/2025

TAX MAP SPECIALIST
PROPERTY DIVISION

HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T. 212 213 8007

PROJECT:
WILLIAMSBURG WHARF CONDOMINIUM

EXISTING

DRAWING TITLE:
BUILDING AND LOT SUMMARY INFORMATION

DATE: 05/30/2025
PROJECT No: 19A06
SCALE: 1" = 32'-0"
SHEET SIZE: 22" X 14"

CONDOMINIUM LOT SUMMARY INFORMATION (AMENDED/NEW)

TAX LOT	UNIT NO	UNIT AREA SQ FT	FLOOR NO (PARTIAL)	TOTAL UNITS	USE TYPE	NO BDRMS	NO BATHS	NO 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (EXCLUSIVE COMMON ELEMENT)
1401	482CU	1,894 SQ. FT.	C	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1405	11CU	1,700 SQ. FT.	C	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1406	11PU	18,567 SQ. FT.	C	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1407	478PU	2,581 SQ. FT.	C	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	482PU	18,084 SQ. FT.	C	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1401	482CU	9,373 SQ. FT.	1	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1405	11CU	5,276 SQ. FT.	1	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	482PU	1,265 SQ. FT.	1	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1401	482CU	83 SQ. FT.	2	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1401	482CU	8 SQ. FT.	3	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1401	482CU	8 SQ. FT.	4	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1401	482CU	8 SQ. FT.	5	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1401	482CU	8 SQ. FT.	6	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1401	482CU	8 SQ. FT.	7	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1409	9A	771 SQ. FT.	8	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1410	9B	1,028 SQ. FT.	8	1	CONDO	2	2	0	0 SQ. FT.	0 SQ. FT.
1411	9C	960 SQ. FT.	8	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1412	9D	1,822 SQ. FT.	8	1	CONDO	3	3	0	0 SQ. FT.	0 SQ. FT.
1413	9E	433 SQ. FT.	8	1	CONDO	0	1	0	0 SQ. FT.	0 SQ. FT.
1414	9F	647 SQ. FT.	8	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1415	9G	676 SQ. FT.	8	1	CONDO	1	1	0	253 SQ. FT.	0 SQ. FT.
1416	9H	821 SQ. FT.	8	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1401	482CU	8 SQ. FT.	8	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1417	10A	1,156 SQ. FT.	9	1	CONDO	2	2	0	0 SQ. FT.	0 SQ. FT.
1418	10B	1,018 SQ. FT.	9	1	CONDO	2	2	0	0 SQ. FT.	0 SQ. FT.
1419	10C	960 SQ. FT.	9	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1420	10D	1,822 SQ. FT.	9	1	CONDO	3	3	0	0 SQ. FT.	0 SQ. FT.
1421	10E	433 SQ. FT.	9	1	CONDO	0	1	0	0 SQ. FT.	0 SQ. FT.
1422	10F	676 SQ. FT.	9	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1423	10G	820 SQ. FT.	9	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1424	10H	429 SQ. FT.	9	1	CONDO	0	1	0	0 SQ. FT.	0 SQ. FT.
1425	11A	1,156 SQ. FT.	10	1	CONDO	2	2	0	0 SQ. FT.	0 SQ. FT.
1426	11B	1,018 SQ. FT.	10	1	CONDO	2	2	0	0 SQ. FT.	0 SQ. FT.
1427	11C	960 SQ. FT.	10	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1428	11D	1,822 SQ. FT.	10	1	CONDO	3	3	0	0 SQ. FT.	0 SQ. FT.
1429	11E	433 SQ. FT.	10	1	CONDO	0	1	0	0 SQ. FT.	0 SQ. FT.
1430	11F	826 SQ. FT.	10	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1431	11G	820 SQ. FT.	10	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1432	11H	429 SQ. FT.	10	1	CONDO	0	1	0	0 SQ. FT.	0 SQ. FT.
1433	12A	1,156 SQ. FT.	11	1	CONDO	2	2	0	0 SQ. FT.	0 SQ. FT.
1434	12B	1,018 SQ. FT.	11	1	CONDO	2	2	0	0 SQ. FT.	0 SQ. FT.
1435	12C	960 SQ. FT.	11	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1436	12D	1,822 SQ. FT.	11	1	CONDO	3	3	0	0 SQ. FT.	0 SQ. FT.
1437	12E	433 SQ. FT.	11	1	CONDO	0	1	0	0 SQ. FT.	0 SQ. FT.
1438	12F	629 SQ. FT.	11	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1439	12G	820 SQ. FT.	11	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1440	12H	429 SQ. FT.	11	1	CONDO	0	1	0	0 SQ. FT.	0 SQ. FT.
1441	14A	1,156 SQ. FT.	12	1	CONDO	2	2	0	0 SQ. FT.	0 SQ. FT.
1442	14B	1,018 SQ. FT.	12	1	CONDO	2	2	0	0 SQ. FT.	0 SQ. FT.
1443	14C	960 SQ. FT.	12	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1444	14D	1,822 SQ. FT.	12	1	CONDO	3	3	0	0 SQ. FT.	0 SQ. FT.
1445	14E	433 SQ. FT.	12	1	CONDO	0	1	0	0 SQ. FT.	0 SQ. FT.
1446	14F	826 SQ. FT.	12	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1447	14G	629 SQ. FT.	12	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1448	14H	429 SQ. FT.	12	1	CONDO	0	1	0	0 SQ. FT.	0 SQ. FT.
1449	15A	1,156 SQ. FT.	13	1	CONDO	2	2	0	0 SQ. FT.	0 SQ. FT.
1450	15B	1,191 SQ. FT.	13	1	CONDO	2	2	0	0 SQ. FT.	0 SQ. FT.
1451	15C	1,796 SQ. FT.	13	1	CONDO	3	3	0	0 SQ. FT.	0 SQ. FT.
1452	15D	588 SQ. FT.	13	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1453	15E	433 SQ. FT.	13	1	CONDO	0	1	0	0 SQ. FT.	0 SQ. FT.
1454	15F	629 SQ. FT.	13	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1455	15G	820 SQ. FT.	13	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1456	15H	429 SQ. FT.	13	1	CONDO	0	1	0	0 SQ. FT.	0 SQ. FT.
1457	16A	1,156 SQ. FT.	14	1	CONDO	2	2	0	0 SQ. FT.	0 SQ. FT.
1458	16B	1,191 SQ. FT.	14	1	CONDO	2	2	0	0 SQ. FT.	0 SQ. FT.
1459	16C	1,796 SQ. FT.	14	1	CONDO	3	3	0	0 SQ. FT.	0 SQ. FT.
1460	16D	588 SQ. FT.	14	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1461	16E	433 SQ. FT.	14	1	CONDO	0	1	0	0 SQ. FT.	0 SQ. FT.
1462	16F	629 SQ. FT.	14	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1463	16G	820 SQ. FT.	14	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1464	16H	429 SQ. FT.	14	1	CONDO	0	1	0	0 SQ. FT.	0 SQ. FT.
1465	17A	1,156 SQ. FT.	15	1	CONDO	2	2	0	0 SQ. FT.	0 SQ. FT.
1466	17B	1,191 SQ. FT.	15	1	CONDO	2	2	0	0 SQ. FT.	0 SQ. FT.
1467	17C	1,796 SQ. FT.	15	1	CONDO	3	3	0	0 SQ. FT.	0 SQ. FT.
1468	17D	588 SQ. FT.	15	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1469	17E	433 SQ. FT.	15	1	CONDO	0	1	0	0 SQ. FT.	0 SQ. FT.
1470	17F	629 SQ. FT.	15	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1471	17G	820 SQ. FT.	15	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1472	17H	429 SQ. FT.	15	1	CONDO	0	1	0	0 SQ. FT.	0 SQ. FT.
1473	18A	1,157 SQ. FT.	16	1	CONDO	2	2	0	0 SQ. FT.	0 SQ. FT.
1474	18B	1,191 SQ. FT.	16	1	CONDO	2	2	0	0 SQ. FT.	0 SQ. FT.
1475	18C	1,796 SQ. FT.	16	1	CONDO	3	3	0	0 SQ. FT.	0 SQ. FT.
1476	18D	588 SQ. FT.	16	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1477	18E	433 SQ. FT.	16	1	CONDO	0	1	0	0 SQ. FT.	0 SQ. FT.
1478	18F	629 SQ. FT.	16	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1479	18G	820 SQ. FT.	16	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1480	18H	429 SQ. FT.	16	1	CONDO	0	1	0	0 SQ. FT.	0 SQ. FT.
1481	PH1D	1,442 SQ. FT.	17	1	CONDO	2	2	0	478 SQ. FT.	0 SQ. FT.
1482	PH1E	1,807 SQ. FT.	17	1	CONDO	3	3	0	286 SQ. FT.	0 SQ. FT.
1483	PH1F	1,775 SQ. FT.	17	1	CONDO	3	3	0	398 SQ. FT.	0 SQ. FT.
1484	PH1G	908 SQ. FT.	17	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1485	20A	1,442 SQ. FT.	18	1	CONDO	2	2	0	0 SQ. FT.	0 SQ. FT.
1486	20B	1,807 SQ. FT.	18	1	CONDO	3	3	0	0 SQ. FT.	0 SQ. FT.
1487	20C	826 SQ. FT.	18	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1488	20D	1,143 SQ. FT.	18	1	CONDO	2	2	0	0 SQ. FT.	0 SQ. FT.
1489	20E	908 SQ. FT.	18	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1490	21A	1,442 SQ. FT.	19	1	CONDO	2	2	0	0 SQ. FT.	0 SQ. FT.
1491	21B	1,807 SQ. FT.	19	1	CONDO	3	3	0	0 SQ. FT.	0 SQ. FT.
1492	21C	826 SQ. FT.	19	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1493	21D	1,143 SQ. FT.	19	1	CONDO	2	2	0	0 SQ. FT.	0 SQ. FT.
1494	21E	908 SQ. FT.	19	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1495	PH2A	2,418 SQ. FT.	20	1	CONDO	3	3	1	139 SQ. FT.	0 SQ. FT.
1496	PH2B	1,864 SQ. FT.	20	1	CONDO	3	3	0	57 SQ. FT.	0 SQ. FT.
1497	PH2C	1,852 SQ. FT.	20	1	CONDO	3	3	0	57 SQ. FT.	0 SQ. FT.
1495	PH2A	240 SQ. FT.	21	-	CONDO	-	-	-	1,086 SQ. FT.	0 SQ. FT.
1496	PH2B	0 SQ. FT.	21	-	CONDO	-	-	-	382 SQ. FT.	0 SQ. FT.
1497	PH2C	0 SQ. FT.	21	-	CONDO	-	-	-	534 SQ. FT.	0 SQ. FT.

INCLUDED IN SCOPE OF THIS AMENDMENT

EXCLUDED FROM SCOPE OF THIS AMENDMENT BUT TO REMAIN INCLUDED IN CONDOMINIUM #6148 AS NO CHANGES WERE MADE

BUILDING SUMMARY AND LEGEND USE TYPE INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403			478 RENTAL UNIT (478R UNIT)	1404			11 RENTAL UNIT (11R UNIT)	1405	
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A			478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A			11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A	
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A			478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A			11 BUILDING COMMON ELEMENT (11 BCE)	N/A	
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A			482 COMMERCIAL UNIT (482CU)	1401	11,938 SQ. FT.
	UNITS 9A THRU PH2C	1409 TO 1497	86,501 SQ. FT.		TOWER COMMON ELEMENT (TCE)	N/A			11 COMMERCIAL UNIT (11CU)	1406	6,980 SQ. FT.
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A	3,806 SQ. FT.						482 COMMERCIAL EXTERIOR COMMON ELEMENT (482 COMM EXT)	N/A	15 SQ. FT.
									482 PARKING UNIT (482PU)	1402	17,157 SQ. FT.

	478-480 PARKING UNIT (478PU)	1407	2,581 SQ. FT
	11 PARKING UNIT (11PU)	1408	18,567 SQ. FT
	GENERAL COMMON ELEMENT (GCE)	N/A	
	478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	
	478 AND 482 RENTAL COMMON ELEMENT (476-482 RCE)	N/A	
	11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A	

BUILDING GROSS AREA 147,545 SQ. FT.

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY, ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

MEASURED VERTICALLY, EACH UNIT CONSISTS OF THE VOLUME FROM THE TOP OF THE FLOOR SLAB BELOW (LOCATED UNDER THE FINISH FLOORING AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE FLOOR SLAB ABOVE.

AS IS CUSTOMARY IN NEW YORK CITY, THE SQUARE FOOT AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA OF SUCH UNIT.

THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: **470 KENT AVE ASSOCIATES LLC**
C/O NAFTALI GROUP

ADDRESS: **152 WEST 57TH STREET, 45TH FLOOR**
NEW YORK, NY 10019

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDING, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, DESIGNATIONS, LOCATIONS, AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

REGISTERED ARCHITECT DAVID CHARLES WEST STATE OF NEW YORK 020801

NOTARIZATION
SWORN TO ME BEFORE THIS
30 DAY OF May 2025

NOTARY PUBLIC (STATE OF NEW YORK)
Qualified in Suffolk County
01RA0020464
MY COMMISSION EXPIRES 01/30/2028

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN

DATE 6/4/2025

TAX MAP SPECIALIST
PROPERTY DIVISION

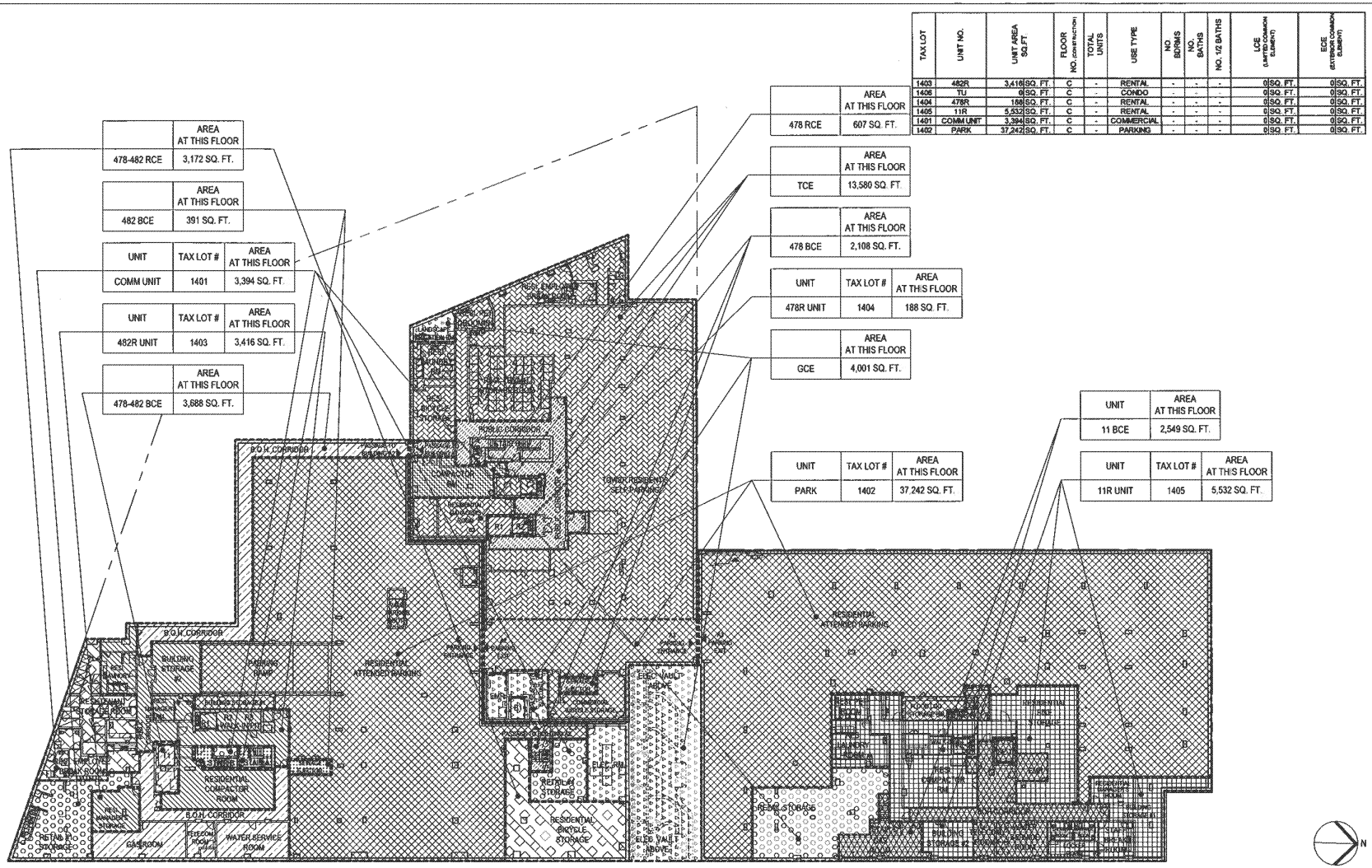
HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T. 212.213.8007

PROJECT:
WILLIAMSBURG WHARF CONDOMINIUM

PROPOSED

DRAWING TITLE:
BUILDING AND LOT SUMMARY INFORMATION

DATE: 05/30/2025
PROJECT No: 19A06
SCALE: 1" = 32'-0"
SHEET SIZE: 22" X 14"



TAX LOT	UNIT NO.	UNIT AREA SQ.FT.	FLOOR NO. (CONSTRUCTION)	TOTAL UNITS	USE TYPE	NO. BEDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (EXTERIOR COMMON ELEMENT)
1403	482R	3,416 SQ. FT.	C	-	RENTAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1406	TU	0 SQ. FT.	C	-	CONDO	-	-	-	0 SQ. FT.	0 SQ. FT.
1404	478R	188 SQ. FT.	C	-	RENTAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1405	11R	5,532 SQ. FT.	C	-	RENTAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1401	COMM UNIT	3,394 SQ. FT.	C	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	37,242 SQ. FT.	C	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY, ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

MEASURED VERTICALLY, EACH UNIT CONSISTS OF THE VOLUME FROM THE TOP OF THE FLOOR SLAB BELOW (LOCATED UNDER THE FINISH FLOORING AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE FLOOR SLAB ABOVE.

AS IS CUSTOMARY IN NEW YORK CITY, THE SQUARE FOOT AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA OF SUCH UNIT.

THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: **470 KENT AVE ASSOCIATES LLC**
C/O NAFTALI GROUP

ADDRESS: **152 WEST 57TH STREET, 45TH FLOOR**
NEW YORK, NY 10019

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

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REGISTERED ARCHITECT
DAVID CHARLES FIRST
020801
STATE OF NEW YORK

NOTARIZATION
SWORN TO ME BEFORE THIS
30 DAY OF May 2025

STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Suffolk County
01FA6020464
MY COMMISSION EXPIRES 01/30/2028

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE 6/4/2025

TAX MAP SPECIALIST PROPERTY DIVISION

HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T. 212.213.8007

PROJECT
WILLIAMSBURG WHARF CONDOMINIUM

EXISTING
DRAWING TITLE:
MARKETING FL:
CONSTRUCTION FL:

482 KENT AVE	478-480 KENT AVE	11 WHARF WAY
LOWER LEVEL	LOWER LEVEL	LOWER LEVEL
CELLAR	CELLAR	CELLAR

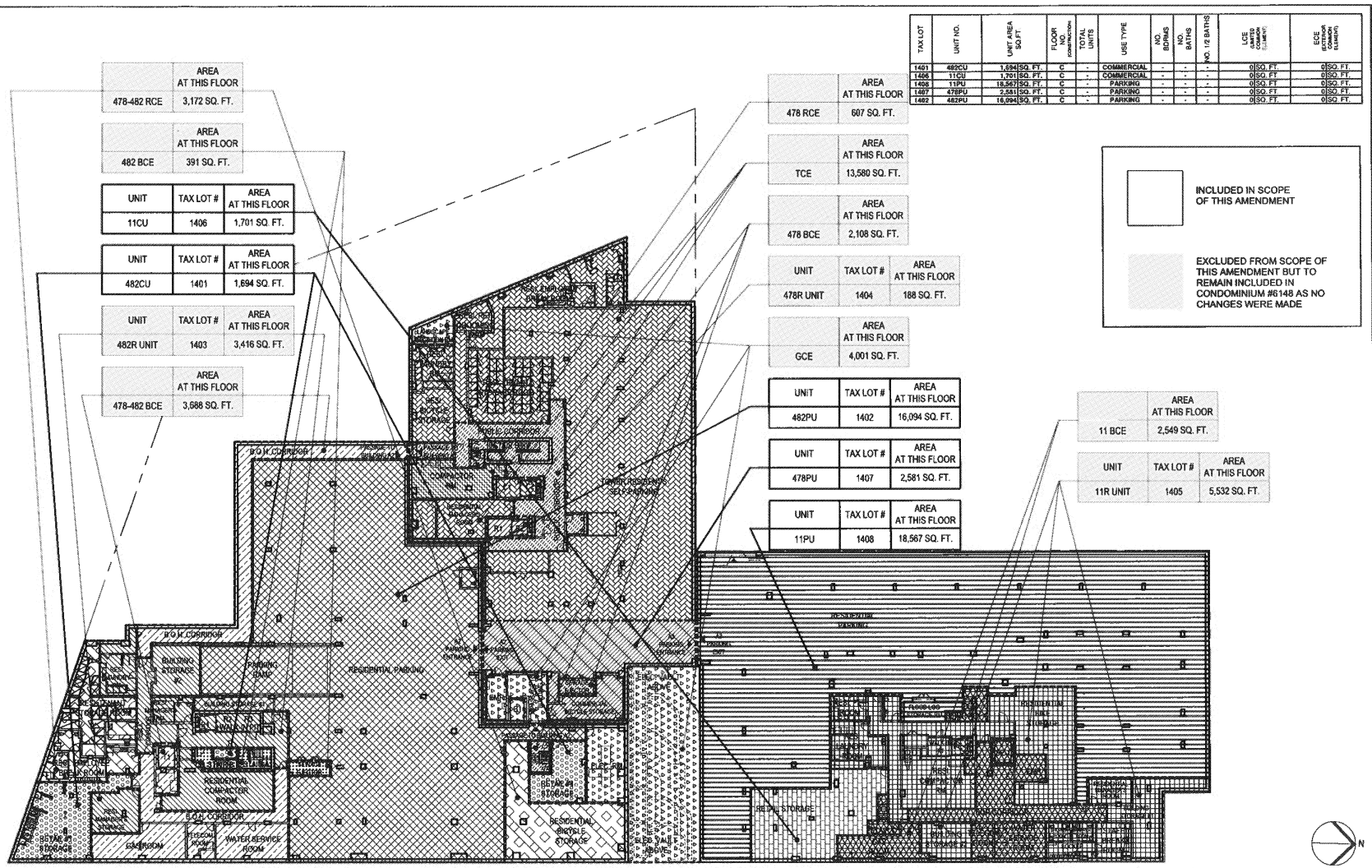
DATE: 05/30/2025
PROJECT No: 19A06
SCALE: 1" = 32'-0"
SHEET SIZE: 22" X 14"

LEGEND & LOT INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403	3,416 SQ. FT.		478 RENTAL UNIT (478R UNIT)	1404	188 SQ. FT.		11 RENTAL UNIT (11R UNIT)	1405	5,532 SQ. FT.
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A	0 SQ. FT.		478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A	0 SQ. FT.		11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A	0 SQ. FT.
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A	391 SQ. FT.		478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A	2,108 SQ. FT.		11 BUILDING COMMON ELEMENT (11 BCE)	N/A	2,549 SQ. FT.
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	607 SQ. FT.				
	TOWER UNITS (TU)	1406	0 SQ. FT.		TOWER COMMON ELEMENT (TCE)	N/A	13,580 SQ. FT.		COMMERCIAL UNIT (COMM UNIT)	1401	3,394 SQ. FT.
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A	0 SQ. FT.						COMMERCIAL EXTERIOR COMMON ELEMENT (COMM EXT)	N/A	0 SQ. FT.

GROSS FLOOR AREA — 79,868 SQ. FT.

	PARKING UNIT (PARK)	1402	37,242 SQ. FT.
	GENERAL COMMON ELEMENT (GCE)	N/A	4,001 SQ. FT.
	478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	3,688 SQ. FT.
	478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A	3,172 SQ. FT.
	11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A	0 SQ. FT.



TAX LOT	UNIT NO.	UNIT AREA SQ.FT.	FLOOR NO. (CONSTRUCTION)	TOTAL UNITS	USE TYPE	NO. BDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (EXCLUSIVE COMMON ELEMENT)
1401	482CU	1,694 SQ. FT.	C	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1406	11CU	1,701 SQ. FT.	C	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1408	11PU	18,567 SQ. FT.	C	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1407	478PU	2,581 SQ. FT.	C	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	482PU	16,094 SQ. FT.	C	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.

LEGEND & LOT INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403	3,416 SQ. FT.		478 RENTAL UNIT (478R UNIT)	1404	188 SQ. FT.		11 RENTAL UNIT (11R UNIT)	1405	5,532 SQ. FT.
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A			478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A			11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A	
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A	391 SQ. FT.		478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A	2,108 SQ. FT.		11 BUILDING COMMON ELEMENT (11 BCE)	N/A	2,549 SQ. FT.
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	607 SQ. FT.		482 COMMERCIAL UNIT (482CU)	1401	1,694 SQ. FT.
									11 COMMERCIAL UNIT (11CU)	1406	1,701 SQ. FT.
					TOWER COMMON ELEMENT (TCE)	N/A	13,580 SQ. FT.		482 COMMERCIAL EXTERIOR COMMON ELEMENT (482 COMM EXT)	N/A	
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A							482 PARKING UNIT (482PU)	1402	16,094 SQ. FT.

GROSS FLOOR AREA		79,869 SQ. FT.
	478-480 PARKING UNIT (478PU)	1407	2,581 SQ. FT.
	11 PARKING UNIT (11PU)	1408	18,567 SQ. FT.
	GENERAL COMMON ELEMENT (GCE)	N/A	4,001 SQ. FT.
	478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	3,688 SQ. FT.
	478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A	3,172 SQ. FT.
	11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A	

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

MEASURED VERTICALLY, EACH UNIT CONSISTS OF THE VOLUME FROM THE TOP OF THE FLOOR SLAB BELOW (LOCATED UNDER THE FINISH FLOORING AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE FLOOR SLAB ABOVE.

AS IS CUSTOMARY IN NEW YORK CITY, THE SQUARE FOOT AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA OF SUCH UNIT

THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: **470 KENT AVE ASSOCIATES LLC C/O NAFTALI GROUP**

ADDRESS: **152 WEST 57TH STREET, 45TH FLOOR NEW YORK, NY 10019**

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDING, CITY OF NEW YORK, AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS, AND APPROXIMATE DIMENSIONS OF THE UNITS THEREIN.

REGISTERED ARCHITECT DAVID CHARLES WEST 020801 STATE OF NEW YORK

NOTARIZATION
SWORN TO ME BEFORE ME THIS 30 DAY OF May 2025

STATE OF NEW YORK NOTARY PUBLIC Qualified in Suffolk County 01AA0020464 COMMISSION EXPIRES 04/30/2028

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE 6/4/2025

TAX MAP SPECIALIST PROPERTY DIVISION

HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T 212.213.8007

PROJECT
WILLIAMSBURG WHARF CONDOMINIUM

PROPOSED

DRAWING TITLE
MARKETING FL:
CONSTRUCTION FL:

482 KENT AVE	478-480 KENT AVE	11 WYTHE WAY
LOWER LEVEL	LOWER LEVEL	LOWER LEVEL
CELLAR	CELLAR	CELLAR

DATE 05/30/2025
PROJECT No. 19A06
SCALE 1" = 32'-0"
SHEET SIZE 22" X 14"

TAX LOT	UNIT NO.	UNIT AREA SQ. FT.	FLOOR NO. (CONSTRUCTION)	TOTAL UNITS	USE TYPE	NO. BEDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (EXTERIOR COMMON ELEMENT)
1403	482R	5,485 SQ. FT.	1	-	RENTAL	-	-	-	0 SQ. FT.	36 SQ. FT.
1406	TU	0 SQ. FT.	1	-	CONDO	-	-	-	0 SQ. FT.	0 SQ. FT.
1404	478R	3,116 SQ. FT.	1	-	RENTAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1405	11R	6,909 SQ. FT.	1	-	RENTAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1401	COMM UNIT	14,652 SQ. FT.	1	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	1,063 SQ. FT.	1	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.

	AREA AT THIS FLOOR
GCE	52,894 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
482R UNIT	1403	5,485 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
PARK	1402	1,063 SQ. FT.

	AREA AT THIS FLOOR
478-482 BCE	1,563 SQ. FT.

	AREA AT THIS FLOOR
482 BCE	673 SQ. FT.

	AREA AT THIS FLOOR
TCE	7,742 SQ. FT.

	AREA AT THIS FLOOR
478 BCE	1,415 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
478R UNIT	1404	3,116 SQ. FT.

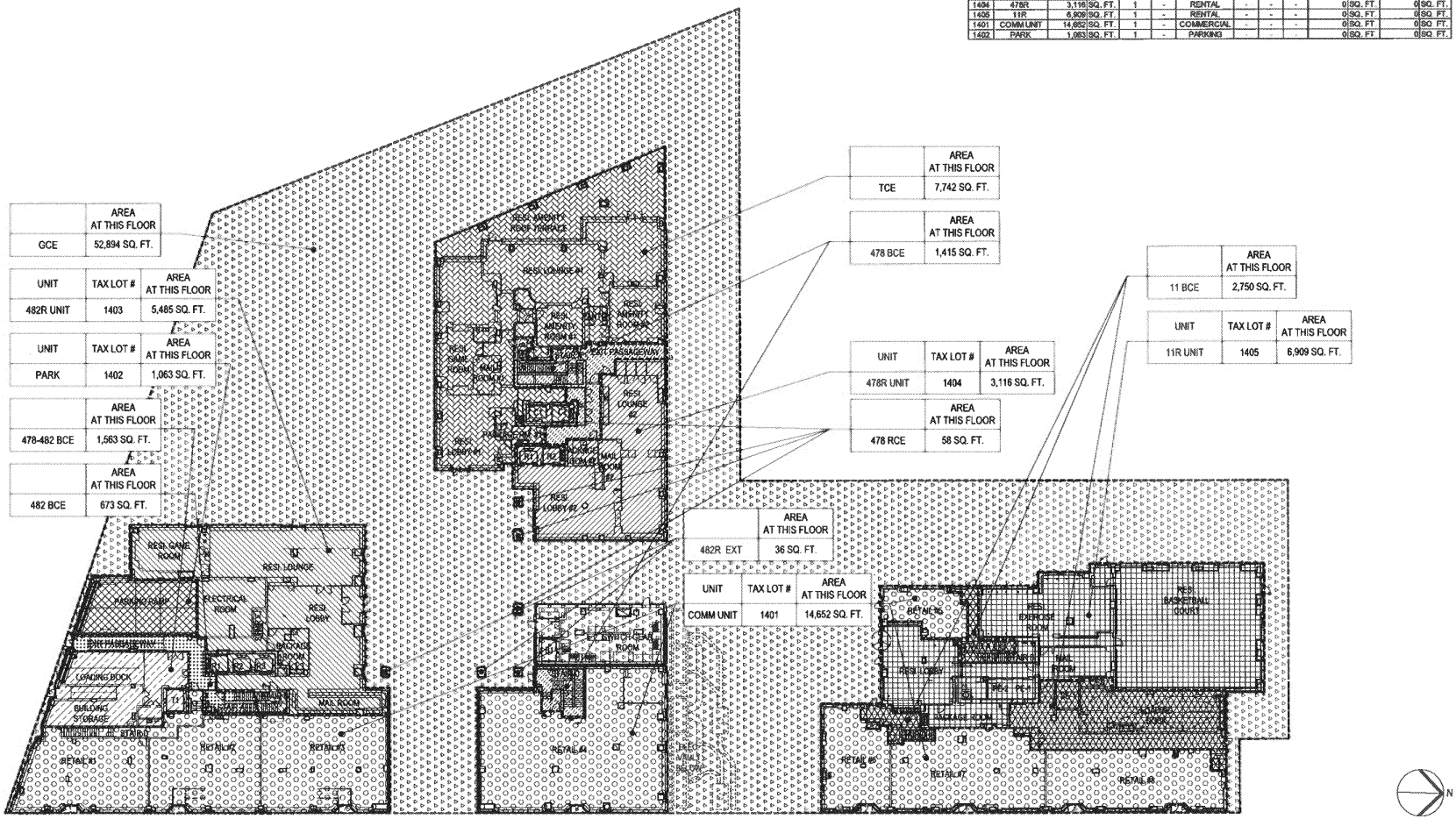
	AREA AT THIS FLOOR
478 RCE	58 SQ. FT.

	AREA AT THIS FLOOR
11 BCE	2,750 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
11R UNIT	1405	6,909 SQ. FT.

	AREA AT THIS FLOOR
482R EXT	36 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
COMM UNIT	1401	14,652 SQ. FT.



LEGEND & LOT INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403	5,485 SQ. FT.		478 RENTAL UNIT (478R UNIT)	1404	3,116 SQ. FT.		11 RENTAL UNIT (11R UNIT)	1405	6,909 SQ. FT.		
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A	36 SQ. FT.		478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A			11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A			
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A	673 SQ. FT.		478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A	1,415 SQ. FT.		11 BUILDING COMMON ELEMENT (11 BCE)	N/A	2,750 SQ. FT.		
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	58 SQ. FT.						
	TOWER UNITS (TU)	1406			TOWER COMMON ELEMENT (TCE)	N/A	7,742 SQ. FT.		COMMERCIAL UNIT (COMM UNIT)	1401	14,652 SQ. FT.		
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A							COMMERCIAL EXTERIOR COMMON ELEMENT (COMM EXT)	N/A			

GROSS FLOOR AREA		98,356 SQ. FT.
PARKING UNIT (PARK)	1402	1,063 SQ. FT.
GENERAL COMMON ELEMENT (GCE)	N/A	52,894 SQ. FT.
478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	1,563 SQ. FT.
478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A	
11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A	

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

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AS IS CUSTOMARY IN NEW YORK CITY, THE SQUARE FOOT AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA OF SUCH UNIT

THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: 470 KENT AVE ASSOCIATES LLC
C/O NAFTALI GROUP

ADDRESS: 152 WEST 57TH STREET, 45TH FLOOR
NEW YORK, NY 10019

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDING, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS, AND APPROXIMATE DIMENSIONS OF THE SAME AS FILED.

REGISTERED ARCHITECT
DAVID CHARLES WEST
020801
STATE OF NEW YORK

NOTARIZATION
SWORN TO BE BEFORE THIS
30TH DAY OF APRIL, 2025

STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Suffolk County
01RA0020464
My Commission Expires 01/30/2026

TAX LOT CERTIFICATIONS

THE UNIT DESIGNATIONS AND THE UNIT LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICE TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN

DATE: 6/4/2025

TAX MAP SPECIALIST
PROPERTY DIVISION

HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T. 212.213.8007

PROJECT
WILLIAMSBURG WHARF CONDOMINIUM

EXISTING

DRAWING TITLE:

	482 KENT AVE	478-480 KENT AVE	11 WHARF WAY
MARKETING FL:	LOBBY	LOBBY	LOBBY
CONSTRUCTION FL:	1ST	1ST	1ST

DATE: 05/30/2025
PROJECT No: 19A06
SCALE: 1" = 32'-0"
SHEET SIZE: 22" X 14"

INCLUDED IN SCOPE OF THIS AMENDMENT

EXCLUDED FROM SCOPE OF THIS AMENDMENT BUT TO REMAIN INCLUDED IN CONDOMINIUM #6148 AS NO CHANGES WERE MADE

TAX LOT	UNIT NO.	UNIT AREA SQ.FT.	FLOOR NO. (CONSTRUCTION)	TOTAL UNITS	USE TYPE	NO. BDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (EXCLUSIVE COMMON ELEMENT)
1401	482CU	9,373 SQ. FT.	1	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1406	11CU	5,279 SQ. FT.	1	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1408	11PU	0 SQ. FT.	1	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1407	478PU	0 SQ. FT.	1	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	482PU	1,063 SQ. FT.	1	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.

	AREA AT THIS FLOOR
GCE	52,894 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
482R UNIT	1403	5,485 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
482PU	1402	1,063 SQ. FT.

	AREA AT THIS FLOOR
478-482 BCE	1,563 SQ. FT.

	AREA AT THIS FLOOR
482 BCE	673 SQ. FT.

	AREA AT THIS FLOOR
TCE	7,742 SQ. FT.

	AREA AT THIS FLOOR
478 BCE	1,415 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
478R UNIT	1404	3,116 SQ. FT.

	AREA AT THIS FLOOR
478 RCE	58 SQ. FT.

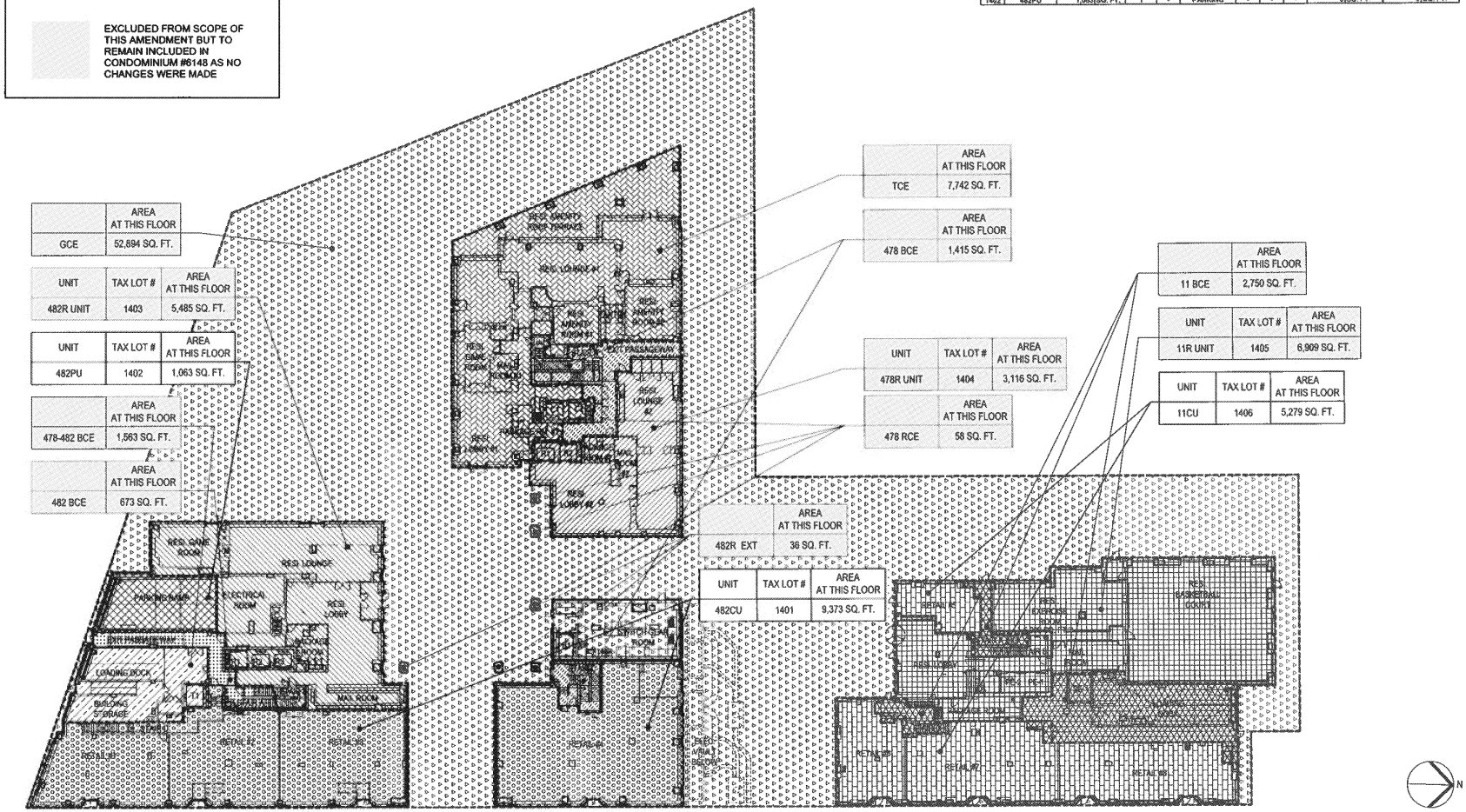
	AREA AT THIS FLOOR
11 BCE	2,750 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
11R UNIT	1405	6,909 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
11CU	1406	5,279 SQ. FT.

	AREA AT THIS FLOOR
482R EXT	38 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
482CU	1401	9,373 SQ. FT.



LEGEND & LOT INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403	5,485 SQ. FT.		478 RENTAL UNIT (478R UNIT)	1404	3,116 SQ. FT.		11 RENTAL UNIT (11R UNIT)	1405	6,909 SQ. FT.
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A	38 SQ. FT.		478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A			11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A	
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A	673 SQ. FT.		478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A	1,415 SQ. FT.		11 BUILDING COMMON ELEMENT (11 BCE)	N/A	2,750 SQ. FT.
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	58 SQ. FT.		482 COMMERCIAL UNIT (482CU)	1401	9,373 SQ. FT.
									11 COMMERCIAL UNIT (11CU)	1406	5,279 SQ. FT.
					TOWER COMMON ELEMENT (TCE)	N/A	7,742 SQ. FT.		482 COMMERCIAL EXTERIOR COMMON ELEMENT (482 COMM EXT)	N/A	
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A							482 PARKING UNIT (482PU)	1402	1,063 SQ. FT.

GROSS FLOOR AREA		98,356 SQ. FT.
478-480 PARKING UNIT (478PU)	1407	
11 PARKING UNIT (11PU)	1408	
GENERAL COMMON ELEMENT (GCE)	N/A	52,894 SQ. FT.
478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	1,563 SQ. FT.
478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A	
11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A	

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY, ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

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AS IS CUSTOMARY IN NEW YORK CITY, THE SQUARE FOOT AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA OF SUCH UNIT.

THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: 470 KENT AVE ASSOCIATES LLC
C/O NAFTALI GROUP

ADDRESS: 152 WEST 57TH STREET, 45TH FLOOR
NEW YORK, NY 10019

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDING, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, COMMON, UNIT DESIGNATIONS, AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

REGISTERED ARCHITECT
DAVID CHARLES WEST
020801
STATE OF NEW YORK

NOTARIZATION
SWORN TO AND BEFORE ME THIS
30 DAY OF May 2025

STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Suffolk County
01KA0020464
MY COMMISSION EXPIRES 01/30/2028

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: 6/4/2025

TAX MAP SPECIALIST PROPERTY DIVISION

HILL WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T. 212.213.8007

PROJECT:
WILLIAMSBURG WHARF CONDOMINIUM

PROPOSED

DRAWING TITLE:
MARKETING FL:
CONSTRUCTION FL:

	482 KENT AVE	478-480 KENT AVE	WHARF WALK
MARKETING FL:	LOBBY	LOBBY	LOBBY
CONSTRUCTION FL:	1ST	1ST	1ST

DATE: 05/30/2025
PROJECT No: 19A06
SCALE: 1" = 32'-0"
SHEET SIZE: 22" X 14"

TAX LOT	UNIT NO	UNIT AREA SQ.FT.	FLOOR NO. (CONSTRUCTION)	TOTAL UNITS	USE TYPE	NO. BDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	RCE (EXTERIOR COMMON ELEMENT)
1403	482R	12,795 SQ. FT.	2	15	RENTAL	13	17	0	0 SQ. FT.	1,443 SQ. FT.
1408	TU	0 SQ. FT.	2	-	CONDO	-	-	-	0 SQ. FT.	0 SQ. FT.
1404	478R	11,163 SQ. FT.	2	13	RENTAL	13	16	0	0 SQ. FT.	0 SQ. FT.
1405	11R	11,510 SQ. FT.	2	14	RENTAL	13	14	0	0 SQ. FT.	3,041 SQ. FT.
1401	COMM UNIT	831 SQ. FT.	2	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	0 SQ. FT.	2	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
478R UNIT	1404	11,163 SQ. FT.

	AREA AT THIS FLOOR
478 BCE	309 SQ. FT.

	AREA AT THIS FLOOR
478 RCE	437 SQ. FT.

	AREA AT THIS FLOOR
TCE	211 SQ. FT.

	AREA AT THIS FLOOR
11 BCE	460 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
11R UNIT	1405	11,510 SQ. FT.

	AREA AT THIS FLOOR
11R EXT	3,041 SQ. FT.

	AREA AT THIS FLOOR
482R EXT	1,443 SQ. FT.

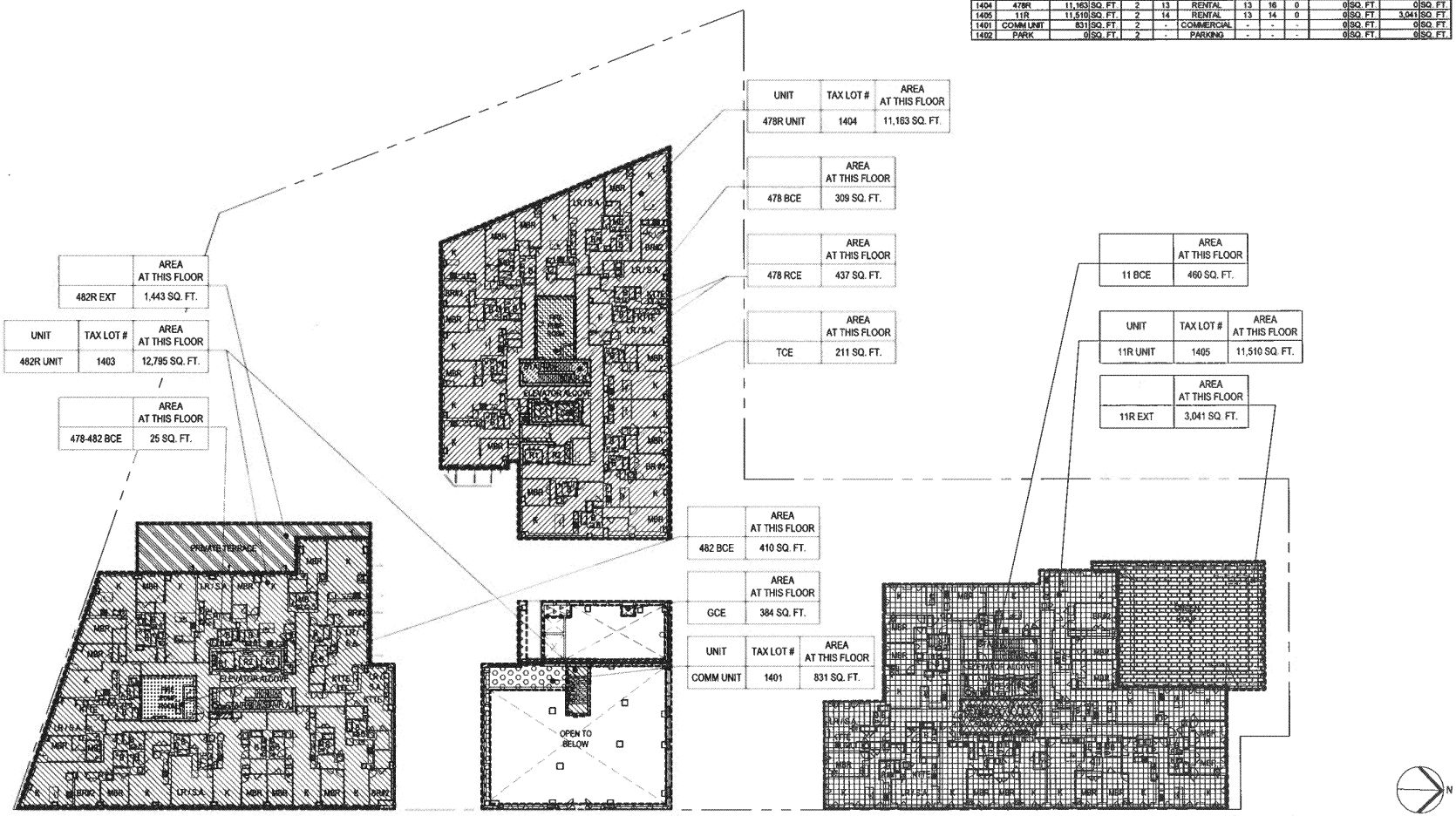
UNIT	TAX LOT #	AREA AT THIS FLOOR
482R UNIT	1403	12,795 SQ. FT.

	AREA AT THIS FLOOR
478-482 BCE	25 SQ. FT.

	AREA AT THIS FLOOR
482 BCE	410 SQ. FT.

	AREA AT THIS FLOOR
GCE	384 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
COMM UNIT	1401	831 SQ. FT.



LEGEND & LOT INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403	12,795 SQ. FT.		478 RENTAL UNIT (478R UNIT)	1404	11,163 SQ. FT.		11 RENTAL UNIT (11R UNIT)	1405	11,510 SQ. FT.
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A	1,443 SQ. FT.		478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A			11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A	3,041 SQ. FT.
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A	410 SQ. FT.		478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A	309 SQ. FT.		11 BUILDING COMMON ELEMENT (11 BCE)	N/A	460 SQ. FT.
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	437 SQ. FT.				
	TOWER UNITS (TU)	1406			TOWER COMMON ELEMENT (TCE)	N/A	211 SQ. FT.		COMMERCIAL UNIT (COMM UNIT)	1401	831 SQ. FT.
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A							COMMERCIAL EXTERIOR COMMON ELEMENT (COMM EXT)	N/A	

GROSS FLOOR AREA	43,019 SQ. FT.	
PARKING UNIT (PARK)	1402	
GENERAL COMMON ELEMENT (GCE)	N/A	384 SQ. FT.
478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	25 SQ. FT.
478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A	
11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A	

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY, ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

MEASURED VERTICALLY, EACH UNIT CONSISTS OF THE VOLUME FROM THE TOP OF THE FLOOR SLAB BELOW (LOCATED UNDER THE FINISH FLOORING AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE FLOOR SLAB ABOVE.

AS IS CUSTOMARY IN NEW YORK CITY, THE SQUARE FOOT AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA OF SUCH UNIT.

THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: **470 KENT AVE ASSOCIATES LLC**
C/O NAFTALI GROUP

ADDRESS: **152 WEST 57TH STREET, 45TH FLOOR**
NEW YORK, NY 10019

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDING, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS LABELED.

REGISTERED ARCHITECT
DAVID CHARLES HILL
STATE OF NEW YORK

NOTARIZATION
SWORN TO ME BEFORE
THIS 30 DAY OF MAY 2025

STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Suffolk County
01RA6020464
MY COMMISSION EXPIRES 01/22/2028

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE 6/4/2025

TAX MAP SPECIALIST PROPERTY DIVISION

HILL WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T. 212.213.8007

PROJECT:
WILLIAMSBURG WHARF CONDOMINIUM

EXISTING

DRAWING TITLE:

	482 KENT AVE	478-480 KENT AVE	11 WHARF PLACE
MARKETING FL:	3RD	3RD	3RD
CONSTRUCTION FL:	2ND	2ND	2ND

DATE: 05/30/2025
PROJECT No.: 19A06
SCALE: 1" = 32'-0"
SHEET SIZE: 22" X 14"

INCLUDED IN SCOPE OF THIS AMENDMENT

EXCLUDED FROM SCOPE OF THIS AMENDMENT BUT TO REMAIN INCLUDED IN CONDOMINIUM #6148 AS NO CHANGES WERE MADE

TAX LOT	UNIT NO.	UNIT AREA SQ.FT.	FLOOR NO. (CONSTRUCTION)	TOTAL UNITS	USE TYPE	NO. BDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (COMMON ELEMENT)
1401	482CU	831 SQ. FT.	2	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1406	11CU	0 SQ. FT.	2	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1408	11PU	0 SQ. FT.	2	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1407	478PU	0 SQ. FT.	2	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	482PU	0 SQ. FT.	2	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.

	AREA AT THIS FLOOR
482R EXT	1,443 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
482R UNIT	1403	12,795 SQ. FT.

	AREA AT THIS FLOOR
478-482 BCE	25 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
478R UNIT	1404	11,163 SQ. FT.

	AREA AT THIS FLOOR
478 BCE	309 SQ. FT.

	AREA AT THIS FLOOR
478 RCE	437 SQ. FT.

	AREA AT THIS FLOOR
TCE	211 SQ. FT.

	AREA AT THIS FLOOR
11 BCE	460 SQ. FT.

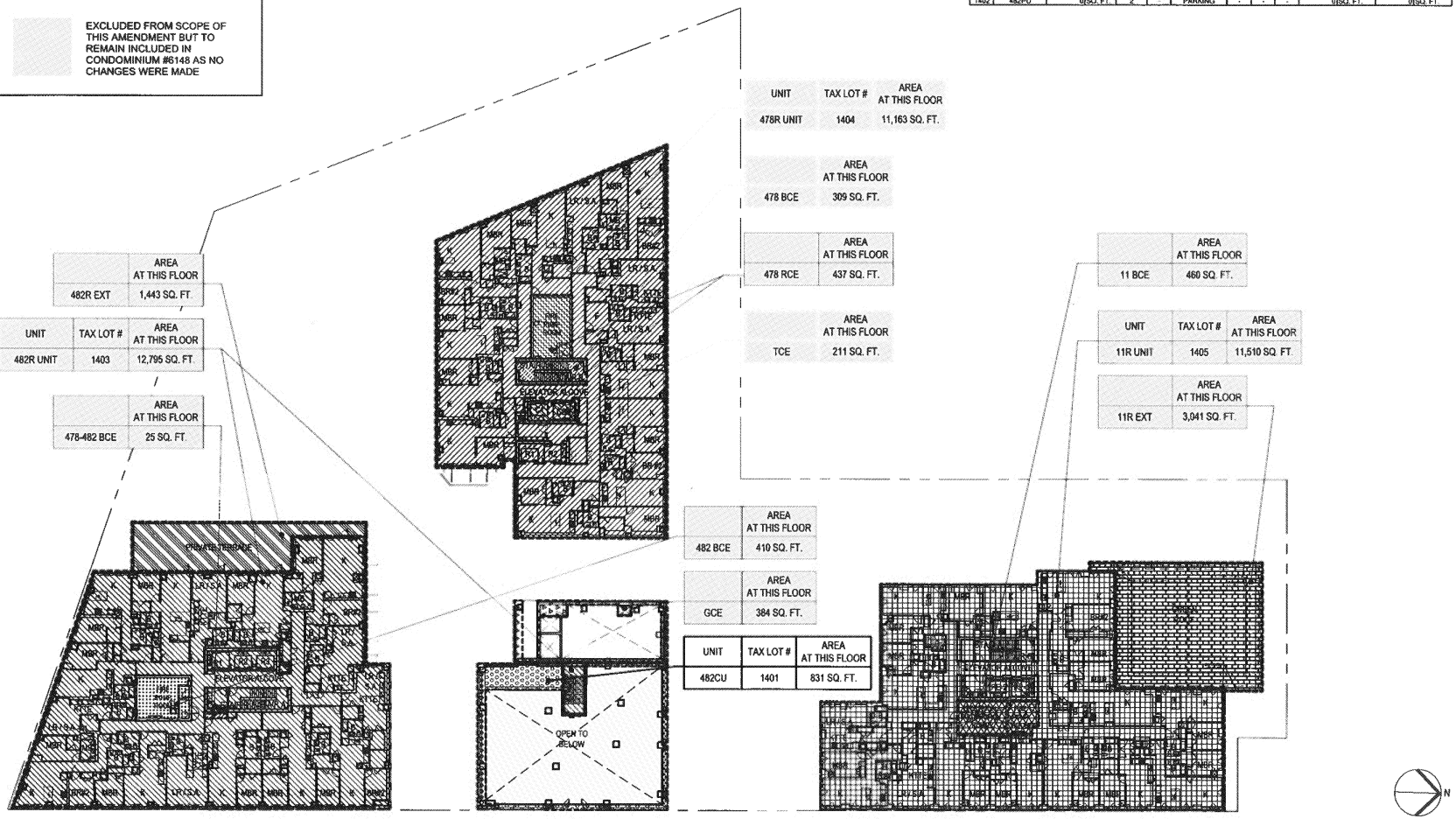
UNIT	TAX LOT #	AREA AT THIS FLOOR
11R UNIT	1405	11,510 SQ. FT.

	AREA AT THIS FLOOR
11R EXT	3,041 SQ. FT.

	AREA AT THIS FLOOR
482 BCE	410 SQ. FT.

	AREA AT THIS FLOOR
GCE	384 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
482CU	1401	831 SQ. FT.



LEGEND & LOT INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403	12,795 SQ. FT.		478 RENTAL UNIT (478R UNIT)	1404	11,163 SQ. FT.		11 RENTAL UNIT (11R UNIT)	1405	11,510 SQ. FT.
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A	1,443 SQ. FT.		478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A			11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A	3,041 SQ. FT.
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A	410 SQ. FT.		478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A	309 SQ. FT.		11 BUILDING COMMON ELEMENT (11 BCE)	N/A	460 SQ. FT.
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	437 SQ. FT.		482 COMMERCIAL UNIT (482CU)	1401	831 SQ. FT.
									11 COMMERCIAL UNIT (11CU)	1406	
					TOWER COMMON ELEMENT (TCE)	N/A	211 SQ. FT.		482 COMMERCIAL EXTERIOR COMMON ELEMENT (482 COMM EXT)	N/A	
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A							482 PARKING UNIT (482PU)	1402	

GROSS FLOOR AREA	43,019 SQ. FT.		
478-480 PARKING UNIT (478PU)	1407		
11 PARKING UNIT (11PU)	1408		
GENERAL COMMON ELEMENT (GCE)	N/A	384 SQ. FT.	
478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	25 SQ. FT.	
478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A		
11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A		

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY, ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

MEASURED VERTICALLY, EACH UNIT CONSISTS OF THE VOLUME FROM THE TOP OF THE FLOOR SLAB BELOW (LOCATED UNDER THE FINISH FLOORING AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE FLOOR SLAB ABOVE.

AS IS CUSTOMARY IN NEW YORK CITY, THE SQUARE FOOT AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA OF SUCH UNIT.

THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: 470 KENT AVE ASSOCIATES LLC
C/O NAFTALI GROUP

ADDRESS: 152 WEST 57TH STREET, 45TH FLOOR
NEW YORK, NY 10019

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION OF UNIT DESIGNATIONS, AND APPROXIMATE DIMENSIONS OF UNITS AS BUILT.

REGISTERED ARCHITECT
DAVID CHARLES WEST
020801
STATE OF NEW YORK

NOTARIZATION
SWORN TO ME BEFORE THIS
30 DAY OF MAY 20 25
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Suffolk County
01RA6020464
MY COMMISSION EXPIRES 01/09/2028

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE 6/4/2025

TAX MAP SPECIALIST
PROPERTY DIVISION

HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T. 212 213 8007

PROJECT:
WILLIAMSBURG WHARF CONDOMINIUM

PROPOSED	482 KENT AVE	478-480 KENT AVE	11 WHARF WAY
MARKETING FL:	3RD	3RD	3RD
CONSTRUCTION FL:	2ND	2ND	2ND

DRAWING TITLE:

DATE: 05/30/2025
PROJECT No: 19A06
SCALE: 1" = 32'-0"
SHEET SIZE: 22" X 14"

TAX LOT	UNIT NO.	UNIT AREA SQ.FT.	FLOOR NO. (CONSTRUCTION)	TOTAL UNITS	USE TYPE	NO. BDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (EXTERIOR COMMON ELEMENT)
1403	482R	17,059 SQ. FT.	3	20	RENTAL	16	22	0	0 SQ. FT.	0 SQ. FT.
1406	TU	0 SQ. FT.	3	-	CONDO	-	-	-	0 SQ. FT.	0 SQ. FT.
1404	478R	14,229 SQ. FT.	3	19	RENTAL	15	22	0	0 SQ. FT.	0 SQ. FT.
1405	11R	11,510 SQ. FT.	3	14	RENTAL	13	14	0	0 SQ. FT.	0 SQ. FT.
1401	COMM UNIT	8 SQ. FT.	3	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	0 SQ. FT.	3	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
478R UNIT	1404	14,229 SQ. FT.

	AREA AT THIS FLOOR
478 BCE	309 SQ. FT.

	AREA AT THIS FLOOR
478 RCE	17 SQ. FT.

	AREA AT THIS FLOOR
TCE	211 SQ. FT.

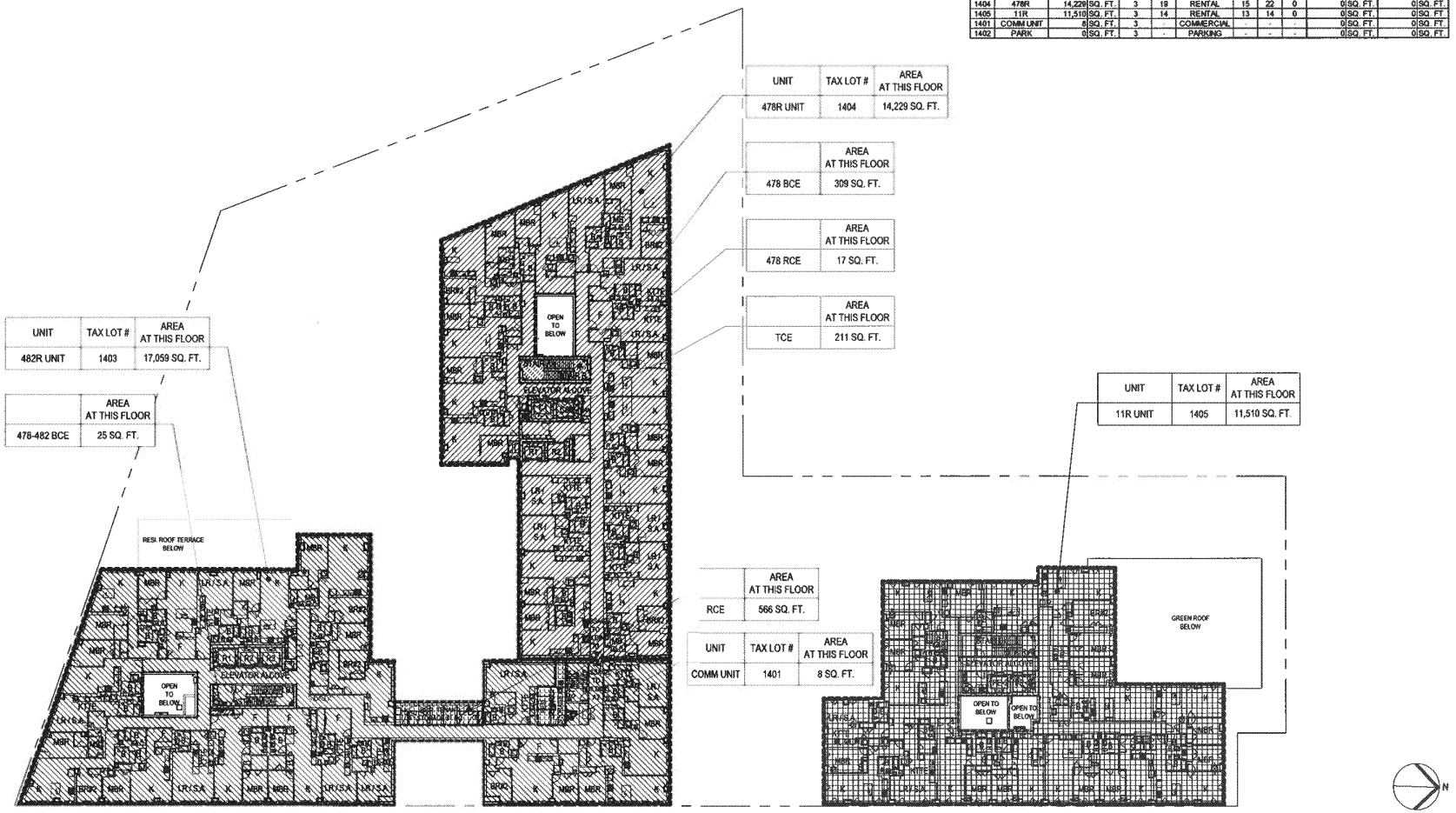
UNIT	TAX LOT #	AREA AT THIS FLOOR
482R UNIT	1403	17,059 SQ. FT.

	AREA AT THIS FLOOR
478-482 BCE	25 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
11R UNIT	1405	11,510 SQ. FT.

	AREA AT THIS FLOOR
RCE	566 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
COMM UNIT	1401	8 SQ. FT.



LEGEND & LOT INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403	17,059 SQ. FT.		478 RENTAL UNIT (478R UNIT)	1404	14,229 SQ. FT.		11 RENTAL UNIT (11R UNIT)	1405	11,510 SQ. FT.
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A			478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A			11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A	
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A			478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A	309 SQ. FT.		11 BUILDING COMMON ELEMENT (11 BCE)	N/A	
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	17 SQ. FT				
	TOWER UNITS (TU)	1406			TOWER COMMON ELEMENT (TCE)	N/A	211 SQ. FT.		COMMERCIAL UNIT (COMM UNIT)	1401	8 SQ. FT.
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A							COMMERCIAL EXTERIOR COMMON ELEMENT (COMM EXT)	N/A	

GROSS FLOOR AREA		43,934 SQ. FT.
PARKING UNIT (PARK)	1402	
GENERAL COMMON ELEMENT (GCE)	N/A	
478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	25 SQ. FT.
478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A	
11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A	566 SQ. FT.

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY, ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

MEASURED VERTICALLY, EACH UNIT CONSISTS OF THE VOLUME FROM THE TOP OF THE FLOOR SLAB BELOW (LOCATED UNDER THE FINISH FLOORING AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE FLOOR SLAB ABOVE.

AS IS CUSTOMARY IN NEW YORK CITY, THE SQUARE FOOT AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA OF SUCH UNIT.

THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: **470 KENT AVE ASSOCIATES LLC**
C/O NAFTALI GROUP

ADDRESS: **152 WEST 57TH STREET, 45TH FLOOR**
NEW YORK, NY 10019

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDING, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS, AND APPROXIMATE DIMENSIONS OF THE UNITS ADDED.

REGISTERED ARCHITECT DAVID CHARLES WEST 020801 STATE OF NEW YORK

NOTARIZATION
SWORN TO ME BEFORE THIS
30TH DAY OF JUNE 2025
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Suffolk County
01NA6021464
My Commission Expires 01/29/2028

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE 6/4/2025

TAX MAP SPECIALIST PROPERTY DIVISION

HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T. 212 213 8007

PROJECT:
WILLIAMSBURG WHARF CONDOMINIUM

EXISTING	482 KENT AVE	478-480 KENT AVE	11 WHARF WAY
DRAWING TITLE:			
MARKETING FL:	4TH	4TH	4TH
CONSTRUCTION FL:	3RD	3RD	3RD

DATE: 05/30/2025
PROJECT No: 19A06
SCALE: 1" = 32'-0"
SHEET SIZE: 22" X 14"

INCLUDED IN SCOPE OF THIS AMENDMENT

EXCLUDED FROM SCOPE OF THIS AMENDMENT BUT TO REMAIN INCLUDED IN CONDOMINIUM #6148 AS NO CHANGES WERE MADE

TAX LOT	UNIT NO.	UNIT AREA SQ.FT.	FLOOR NO. (GRADE=1)	TOTAL UNITS	USE TYPE	NO. BDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (EXTERIOR COMMON ELEMENT)
1401	482CU	0 SQ. FT.	3	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1406	11CU	0 SQ. FT.	3	-	COMMERCIAL				0 SQ. FT.	0 SQ. FT.
1408	11PU	0 SQ. FT.	3	-	PARKING				0 SQ. FT.	0 SQ. FT.
1407	478PU	0 SQ. FT.	3	-	PARKING		-	-	0 SQ. FT.	0 SQ. FT.
1402	482PU	0 SQ. FT.	3	-	PARKING				0 SQ. FT.	0 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
478R UNIT	1404	14,229 SQ. FT.

	AREA AT THIS FLOOR
478 BCE	309 SQ. FT.

	AREA AT THIS FLOOR
478 RCE	17 SQ. FT.

	AREA AT THIS FLOOR
TCE	211 SQ. FT.

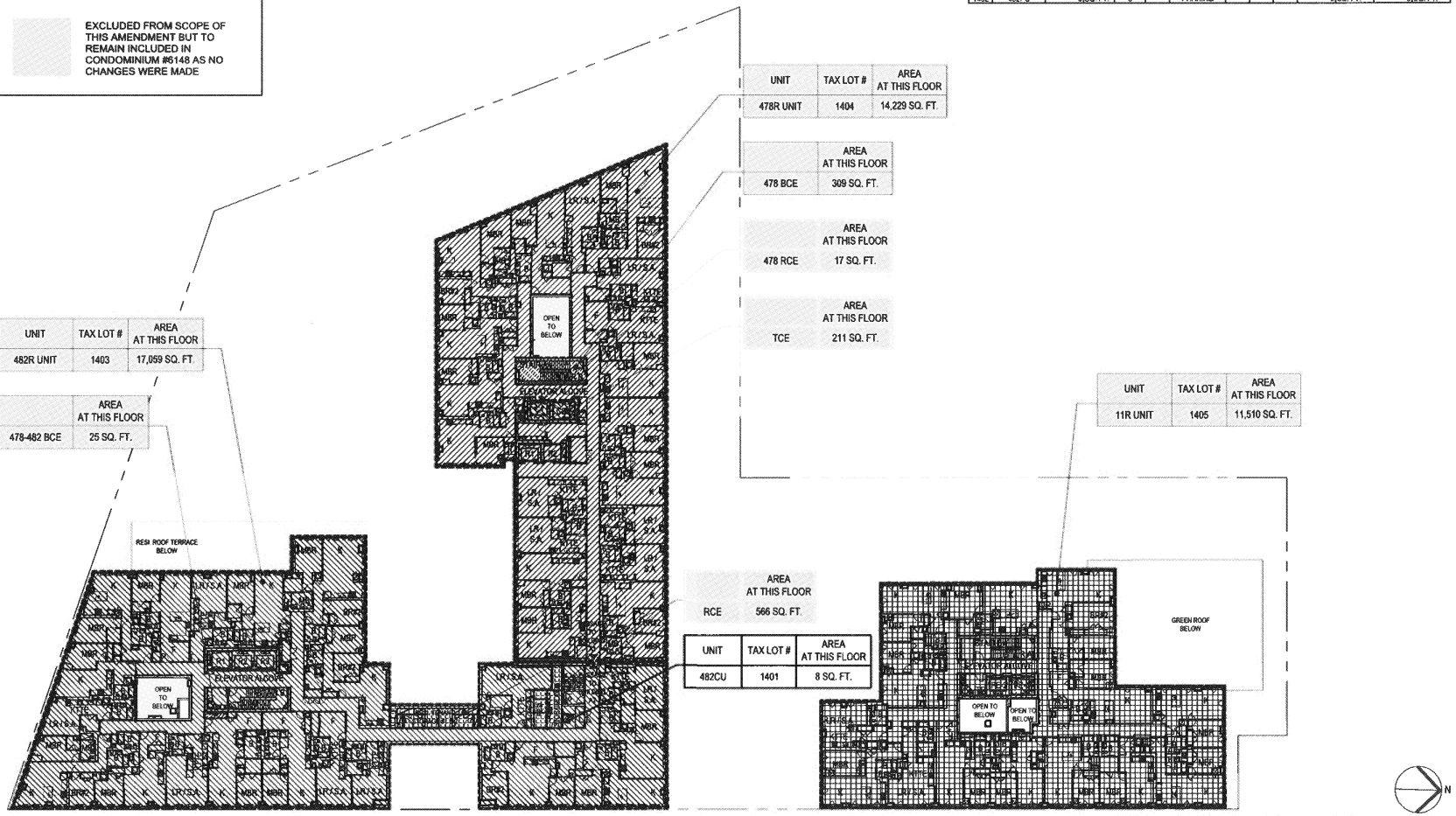
UNIT	TAX LOT #	AREA AT THIS FLOOR
482R UNIT	1403	17,059 SQ. FT.

	AREA AT THIS FLOOR
478-482 BCE	25 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
11R UNIT	1405	11,510 SQ. FT.

	AREA AT THIS FLOOR
RCE	566 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
482CU	1401	8 SQ. FT.



LEGEND & LOT INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403	17,059 SQ. FT.		478 RENTAL UNIT (478R UNIT)	1404	14,229 SQ. FT.		11 RENTAL UNIT (11R UNIT)	1405	11,510 SQ. FT.
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A			478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A			11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A	
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A			478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A	309 SQ. FT.		11 BUILDING COMMON ELEMENT (11 BCE)	N/A	
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	17 SQ. FT.		482 COMMERCIAL UNIT (482CU)	1401	8 SQ. FT.
									11 COMMERCIAL UNIT (11CU)	1406	
					TOWER COMMON ELEMENT (TCE)	N/A	211 SQ. FT.		482 COMMERCIAL EXTERIOR COMMON ELEMENT (482 COMM EXT)	N/A	
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A							482 PARKING UNIT (482PU)	1402	

GROSS FLOOR AREA		43,934 SQ. FT.
	478-480 PARKING UNIT (478PU)	1407
	11 PARKING UNIT (11PU)	1408
	GENERAL COMMON ELEMENT (GCE)	N/A
	478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A 25 SQ. FT.
	478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A
	11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A 566 SQ. FT.

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

MEASURED VERTICALLY, EACH UNIT CONSISTS OF THE VOLUME FROM THE TOP OF THE FLOOR SLAB BELOW (LOCATED UNDER THE FINISH FLOORING AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE FLOOR SLAB ABOVE.

AS IS CUSTOMARY IN NEW YORK CITY THE SQUARE FOOT AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA OF SUCH UNIT.

THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: 470 KENT AVE ASSOCIATES LLC
C/O NAFTALI GROUP

ADDRESS: 152 WEST 57TH STREET, 45TH FLOOR
NEW YORK, NY 10019

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDING, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, DESIGNATIONS, AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT

REGISTERED ARCHITECT DAVID CHARLES WEST 020801 STATE OF NEW YORK

NOTARIZATION
SWORN TO ME BEFORE THIS
30 DAY OF JUNE 2025

LAURA RANGO NOTARY PUBLIC STATE OF NEW YORK Qualified in Suffolk County 01RA0020464 MY COMMISSION EXPIRES 01/30/2028

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN

DATE 6/4/2025

TAX MAP SPECIALIST PROPERTY DIVISION

HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T. 212 213 8007

PROJECT
WILLIAMSBURG WHARF CONDOMINIUM

PROPOSED	462 KENT AVE	478-480 KENT AVE	11 WHARF WAY
DRAWING TITLE			
MARKETING FL:	4TH	4TH	4TH
CONSTRUCTION FL:	3RD	3RD	3RD

DATE 05/30/2025
PROJECT No: 19A06
SCALE 1" = 32'-0"
SHEET SIZE 22" X 14"

TAX LOT	UNIT NO.	UNIT AREA SQ.FT.	FLOOR NO. (CONSTRUCTION)	TOTAL UNITS	USE TYPE	NO. BDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (EXTERIOR COMMON ELEMENT)
1403	482R	18,798 SQ. FT	4	23	RENTAL	20	25	0	0 SQ. FT	0 SQ. FT
1405	TU	0 SQ. FT	4	-	CONDO	-	-	-	0 SQ. FT	0 SQ. FT
1404	478R	14,229 SQ. FT	4	19	RENTAL	15	22	0	0 SQ. FT	0 SQ. FT
1405	11R	11,510 SQ. FT	4	14	RENTAL	13	14	0	0 SQ. FT	0 SQ. FT
1401	COMM UNIT	8 SQ. FT	4	-	COMMERCIAL	-	-	-	0 SQ. FT	0 SQ. FT
1402	PARK	0 SQ. FT	4	-	PARKING	-	-	-	0 SQ. FT	0 SQ. FT

UNIT	TAX LOT #	AREA AT THIS FLOOR
482R UNIT	1403	18,798 SQ. FT.

	AREA AT THIS FLOOR
478-482 BCE	25 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
478R UNIT	1404	14,229 SQ. FT.

	AREA AT THIS FLOOR
478 BCE	309 SQ. FT.

	AREA AT THIS FLOOR
478 RCE	437 SQ. FT.

	AREA AT THIS FLOOR
TCE	211 SQ. FT.

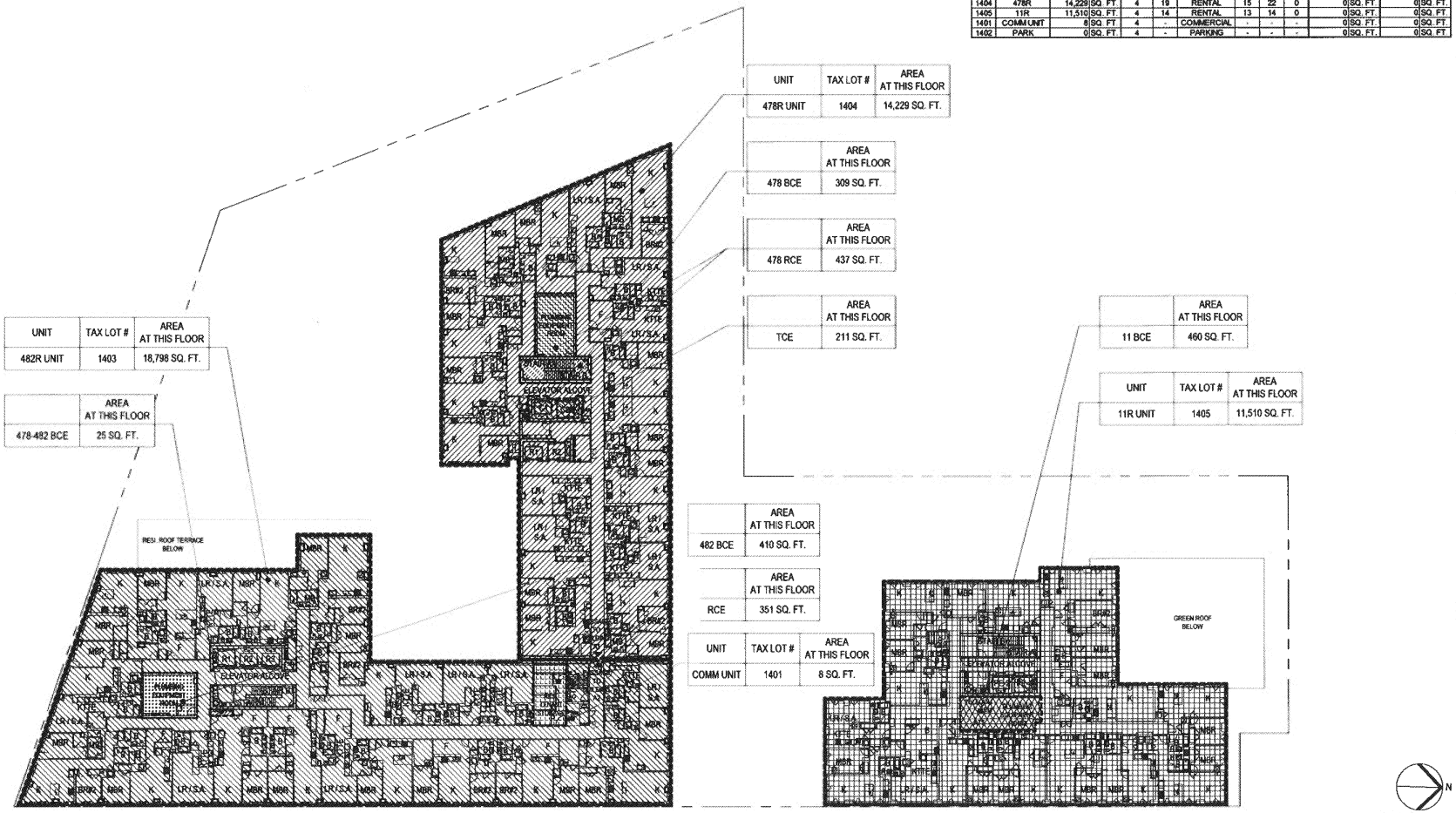
	AREA AT THIS FLOOR
11 BCE	460 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
11R UNIT	1405	11,510 SQ. FT.

	AREA AT THIS FLOOR
482 BCE	410 SQ. FT.

	AREA AT THIS FLOOR
RCE	351 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
COMM UNIT	1401	8 SQ. FT.



LEGEND & LOT INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403	18,798 SQ. FT.		478 RENTAL UNIT (478R UNIT)	1404	14,229 SQ. FT.		11 RENTAL UNIT (11R UNIT)	1405	11,510 SQ. FT.
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A			478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A			11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A	
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A	410 SQ. FT.		478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A	309 SQ. FT.		11 BUILDING COMMON ELEMENT (11 BCE)	N/A	460 SQ. FT.
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	437 SQ. FT.				
	TOWER UNITS (TU)	1406			TOWER COMMON ELEMENT (TCE)	N/A	211 SQ. FT.		COMMERCIAL UNIT (COMM UNIT)	1401	8 SQ. FT.
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A							COMMERCIAL EXTERIOR COMMON ELEMENT (COMM EXT)	N/A	

GROSS FLOOR AREA		46,748 SQ. FT.
PARKING UNIT (PARK)	1402	
GENERAL COMMON ELEMENT (GCE)	N/A	
478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	25 SQ. FT.
478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A	
11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A	351 SQ. FT.

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY, ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

MEASURED VERTICALLY, EACH UNIT CONSISTS OF THE VOLUME FROM THE TOP OF THE FLOOR SLAB BELOW (LOCATED UNDER THE FINISH FLOORING AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE FLOOR SLAB ABOVE.

AS IS CUSTOMARY IN NEW YORK CITY, THE SQUARE FOOT AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA OF SUCH UNIT.

THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: **470 KENT AVE ASSOCIATES LLC C/O NAFTALI GROUP**

ADDRESS: **152 WEST 57TH STREET, 45TH FLOOR NEW YORK, NY 10019**

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDING, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS, AND APPROXIMATE DIMENSIONS OF THE UNITS SHOWN.

REGISTERED ARCHITECT DAVID CHARLES WEST 020801 STATE OF NEW YORK

NOTARIZATION
SWORN TO ME BEFORE THIS
30 DAY OF May 2025

GIA KANG NOTARY PUBLIC STATE OF NEW YORK Qualified in Suffolk County 01KA0020464 MY COMMISSION EXPIRES 01/30/2028

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE 6/4/2025

TAX MAP SPECIALIST, PROPERTY DIVISION

HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T. 212.213.8807

PROJECT
WILLIAMSBURG WHARF CONDOMINIUM

EXISTING

DRAWING TITLE

	482 KENT AVE	478-480 KENT AVE	WHARF WAY
MARKETING FL:	5TH	5TH	5TH
CONSTRUCTION FL:	4TH	4TH	4TH

DATE 05/30/2025
PROJECT No: 19A06
SCALE 1" = 32'-0"
SHEET SIZE 22" X 14"

INCLUDED IN SCOPE OF THIS AMENDMENT

EXCLUDED FROM SCOPE OF THIS AMENDMENT BUT TO REMAIN INCLUDED IN CONDOMINIUM #6148 AS NO CHANGES WERE MADE

TAX LOT	UNIT NO.	UNIT AREA SQ.FT.	FLOOR NO. (PARTIAL)	TOTAL UNITS	USE TYPE	NO. BDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (EXTERIOR COMMON ELEMENT)
1401	482CU	8 SQ. FT.	4	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1406	11CU	0 SQ. FT.	4	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1408	11PU	0 SQ. FT.	4	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1407	478PU	0 SQ. FT.	4	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	482PU	0 SQ. FT.	4	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
478R UNIT	1404	14,229 SQ. FT.

	AREA AT THIS FLOOR
478 BCE	309 SQ. FT.

	AREA AT THIS FLOOR
478 RCE	437 SQ. FT.

	AREA AT THIS FLOOR
TCE	211 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
482R UNIT	1403	18,798 SQ. FT.

	AREA AT THIS FLOOR
478-482 BCE	25 SQ. FT.

	AREA AT THIS FLOOR
11 BCE	460 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
11R UNIT	1405	11,510 SQ. FT.

	AREA AT THIS FLOOR
482 BCE	410 SQ. FT.

	AREA AT THIS FLOOR
RCE	351 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
482CU	1401	8 SQ. FT.

RESI. ROOF TERRACE BELOW

GREEN ROOF BELOW

N

LEGEND & LOT INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403	18,798 SQ. FT.		478 RENTAL UNIT (478R UNIT)	1404	14,229 SQ. FT.		11 RENTAL UNIT (11R UNIT)	1405	11,510 SQ. FT.
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A			478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A			11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A	
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A	410 SQ. FT.		478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A	309 SQ. FT.		11 BUILDING COMMON ELEMENT (11 BCE)	N/A	460 SQ. FT.
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	437 SQ. FT.		482 COMMERCIAL UNIT (482CU)	1401	8 SQ. FT.
									11 COMMERCIAL UNIT (11CU)	1406	
					TOWER COMMON ELEMENT (TCE)	N/A	211 SQ. FT.		482 COMMERCIAL EXTERIOR COMMON ELEMENT (482 COMM EXT)	N/A	
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A							482 PARKING UNIT (482PU)	1402	

	478-480 PARKING UNIT (478PU)	1407	
	11 PARKING UNIT (11PU)	1408	
	GENERAL COMMON ELEMENT (GCE)	N/A	
	478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	25 SQ. FT.
	478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A	
	11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A	351 SQ. FT.

GROSS FLOOR AREA 46,748 SQ. FT.

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY, ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

MEASURED VERTICALLY, EACH UNIT CONSISTS OF THE VOLUME FROM THE TOP OF THE FLOOR SLAB BELOW (LOCATED UNDER THE FINISH FLOORING AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE FLOOR SLAB ABOVE.

AS IS CUSTOMARY IN NEW YORK CITY, THE SQUARE FOOT AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA OF SUCH UNIT.

THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE RECURRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: 470 KENT AVE ASSOCIATES LLC
C/O NAFTALI GROUP

ADDRESS: 152 WEST 57TH STREET, 45TH FLOOR
NEW YORK, NY 10019

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDING, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS, AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

REGISTERED ARCHITECT DAVID CHARLES WEST 020801 STATE OF NEW YORK

NOTARIZATION
SWORN TO AND BEFORE ME THIS
30 DAY OF May 2025

STATE OF NEW YORK NOTARY PUBLIC Qualified in Sutton County 01RA0020464 MY COMMISSION EXPIRES 04/30/2028

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: 6/4/2025

TAX MAP SPECIALIST: PROPERTY DIVISION

HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T. 212.213.6007

PROJECT:
WILLIAMSBURG WHARF CONDOMINIUM

	482 KENT AVE	478-480 KENT AVE	11E WHARF WAY
PROPOSED			
MARKETING FL:	5TH	5TH	5TH
CONSTRUCTION FL:	4TH	4TH	4TH

DATE: 05/30/2025
PROJECT No. 19A06
SCALE: 1" = 32' 0"
SHEET SIZE: 22" X 14"

TAX LOT	UNIT NO	UNIT AREA SQ.FT.	FLOOR NO. (CONSTRUCTION)	TOTAL UNITS	USE TYPE	NO. BDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (EXTERIOR COMMON ELEMENT)
1403	482R	18,798 SQ. FT.	5	23	RENTAL	20	25	0	0 SQ. FT.	0 SQ. FT.
1406	TU	0 SQ. FT.	5	-	CONDO	-	-	-	0 SQ. FT.	0 SQ. FT.
1404	478R	14,229 SQ. FT.	5	19	RENTAL	15	22	0	0 SQ. FT.	0 SQ. FT.
1405	11R	11,510 SQ. FT.	5	14	RENTAL	13	14	0	0 SQ. FT.	0 SQ. FT.
1401	COMM UNIT	8 SQ. FT.	5	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	0 SQ. FT.	5	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
482R UNIT	1403	18,798 SQ. FT.

	AREA AT THIS FLOOR
478-482 BCE	25 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
478R UNIT	1404	14,229 SQ. FT.

	AREA AT THIS FLOOR
478 BCE	309 SQ. FT.

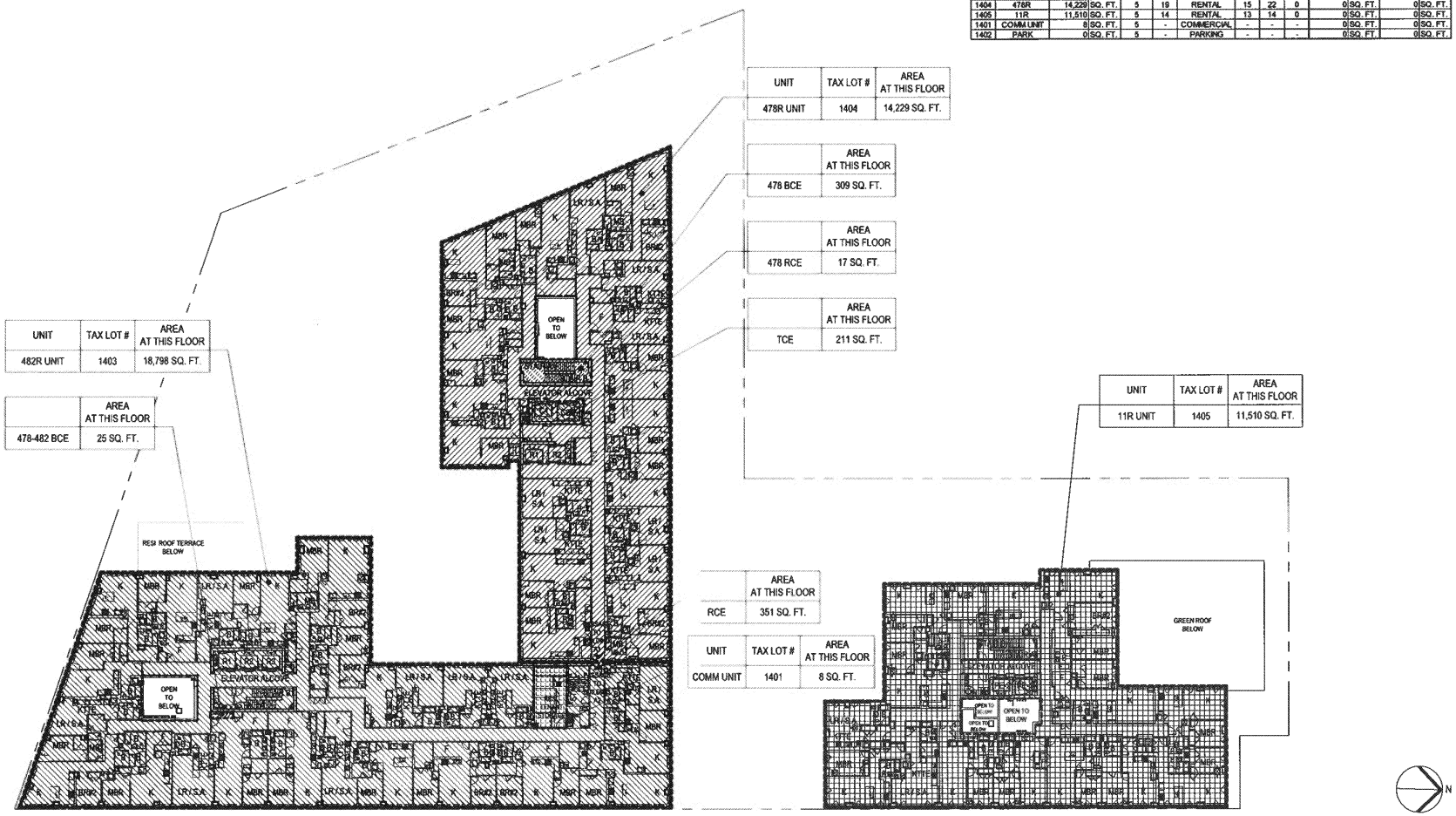
	AREA AT THIS FLOOR
478 RCE	17 SQ. FT.

	AREA AT THIS FLOOR
TCE	211 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
11R UNIT	1405	11,510 SQ. FT.

	AREA AT THIS FLOOR
RCE	351 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
COMM UNIT	1401	8 SQ. FT.



LEGEND & LOT INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403	18,798 SQ. FT.		478 RENTAL UNIT (478R UNIT)	1404	14,229 SQ. FT.		11 RENTAL UNIT (11R UNIT)	1405	11,510 SQ. FT.
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A			478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A			11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A	
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A			478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A	309 SQ. FT.		11 BUILDING COMMON ELEMENT (11 BCE)	N/A	
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	17 SQ. FT.				
	TOWER UNITS (TU)	1406			TOWER COMMON ELEMENT (TCE)	N/A	211 SQ. FT.		COMMERCIAL UNIT (COMM UNIT)	1401	8 SQ. FT.
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A							COMMERCIAL EXTERIOR COMMON ELEMENT (COMM EXT)	N/A	

GROSS FLOOR AREA		45,458 SQ. FT.
PARKING UNIT (PARK)	1402	
GENERAL COMMON ELEMENT (GCE)	N/A	
478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	25 SQ. FT
478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A	
11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A	351 SQ. FT

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY, ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

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AS IS CUSTOMARY IN NEW YORK CITY, THE SQUARE FOOT AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA OF SUCH UNIT.

THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: **470 KENT AVE ASSOCIATES LLC C/O NAFTALI GROUP**

ADDRESS: **152 WEST 57TH STREET, 45TH FLOOR NEW YORK, NY 10019**

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDING, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS, AND APPROXIMATE DIMENSIONS OF THE UNITS ASHOWN.

REGISTERED ARCHITECT DAVID CHARLES WEST 020801 STATE OF NEW YORK

NOTARIZATION
SWORN TO ME BEFORE ME THIS 30 DAY OF May 2025

STATE OF NEW YORK NOTARY PUBLIC Qualified in Suffolk County 01RA0020464 MY COMMISSION EXPIRES 01/30/2028

TAX LOT CERTIFICATION

THE UNIT DESIGNATION AND TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: 6/4/2025

TAX MAP SPECIALIST - PROPERTY DIVISION

HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T. 212 213 8007

PROJECT:
WILLIAMSBURG WHARF CONDOMINIUM

EXISTING	482 KENT AVE	478-480 KENT AVE	11 WHARF WAY
DRAWING TITLE			
MARKETING FL:	6TH	6TH	6TH
CONSTRUCTION FL:	5TH	5TH	5TH

DATE: 05/30/2025
PROJECT No: 19A06
SCALE: 1" = 32'-0"
SHEET SIZE: 22" X 14"

INCLUDED IN SCOPE OF THIS AMENDMENT

EXCLUDED FROM SCOPE OF THIS AMENDMENT BUT TO REMAIN INCLUDED IN CONDOMINIUM #6148 AS NO CHANGES WERE MADE

TAX LOT	UNIT NO	UNIT AREA SQ.FT.	FLOOR NO. (CONSTRUCTION)	TOTAL UNITS	USE TYPE	NO. BDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (EXCLUSIVE COMMON ELEMENT)
1401	482CU	0 SQ. FT.	5	-	COMMERCIAL	-	-		0 SQ. FT.	0 SQ. FT.
1405	11CU	0 SQ. FT.	5		COMMERCIAL	-	-		0 SQ. FT.	0 SQ. FT.
1408	11PU	0 SQ. FT.	5		PARKING				0 SQ. FT.	0 SQ. FT.
1407	478PU	0 SQ. FT.	5		PARKING				0 SQ. FT.	0 SQ. FT.
1402	482PU	0 SQ. FT.	5		PARKING				0 SQ. FT.	0 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
478R UNIT	1404	14,229 SQ. FT.

	AREA AT THIS FLOOR
478 BCE	309 SQ. FT.

	AREA AT THIS FLOOR
478 RCE	17 SQ. FT.

	AREA AT THIS FLOOR
TCE	211 SQ. FT.

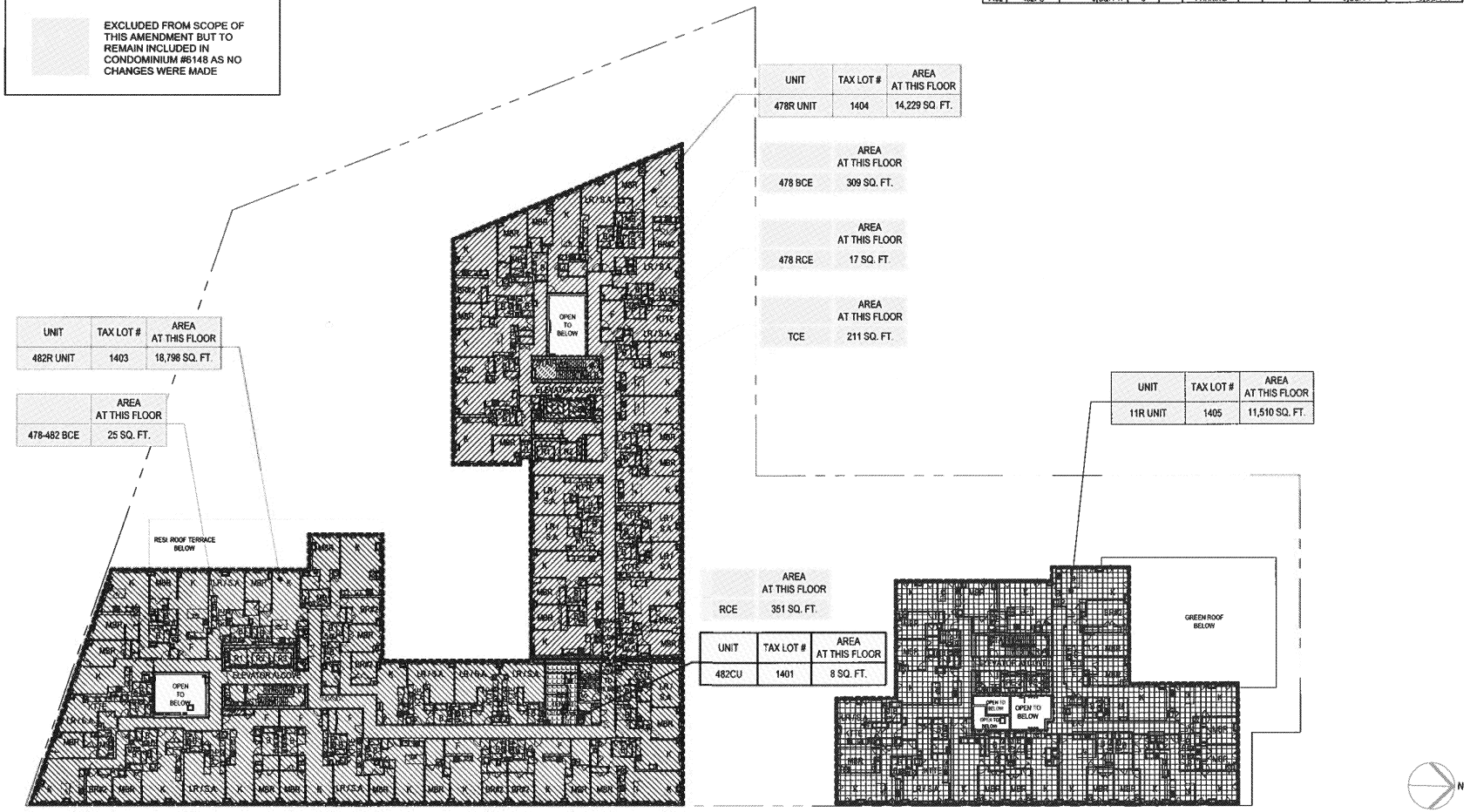
UNIT	TAX LOT #	AREA AT THIS FLOOR
482R UNIT	1403	18,798 SQ. FT.

	AREA AT THIS FLOOR
478-482 BCE	25 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
11R UNIT	1405	11,510 SQ. FT.

	AREA AT THIS FLOOR
RCE	351 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
482CU	1401	8 SQ. FT.



LEGEND & LOT INFORMATION

482 RENTAL UNIT (482R UNIT)	1403	18,798 SQ. FT.	478 RENTAL UNIT (478R UNIT)	1404	14,229 SQ. FT.	11 RENTAL UNIT (11R UNIT)	1405	11,510 SQ. FT.	478-480 PARKING UNIT (478PU)	1407
482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A		478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A		11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A		11 PARKING UNIT (11PU)	1408
482 BUILDING COMMON ELEMENT (482 BCE)	N/A		478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A	309 SQ. FT.	11 BUILDING COMMON ELEMENT (11 BCE)	N/A		GENERAL COMMON ELEMENT (GCE)	N/A
			478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	17 SQ. FT.	482 COMMERCIAL UNIT (482CU)	1401	8 SQ. FT.	478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A
						11 COMMERCIAL UNIT (11CU)	1406		478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A
			TOWER COMMON ELEMENT (TCE)	N/A	211 SQ. FT.	482 COMMERCIAL EXTERIOR COMMON ELEMENT (482 COMM EXT)	N/A		11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A
TOWER LIMITED COMMON ELEMENT (TLCE)	N/A					482 PARKING UNIT (482PU)	1402			

GROSS FLOOR AREA		45,458 SQ. FT.
478-480 PARKING UNIT (478PU)	1407	
11 PARKING UNIT (11PU)	1408	
GENERAL COMMON ELEMENT (GCE)	N/A	
478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	25 SQ. FT.
478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A	
11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A	351 SQ. FT.

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY, ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS. COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT. ○ THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND ○/O OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH ○OR TO THE UNDERSIDE OF THE CEILING.

MEASURED VERTICALLY, EACH UNIT CONSISTS OF THE VOLUME FROM THE TOP OF THE FLOOR SLAB BELOW (LOCATED UNDER THE FINISH FLOORING AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE FLOOR SLAB ABOVE.

AS IS ○STOMARY IN NEW YORK CITY, THE SQUARE FOOT AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA OF SUCH UNIT

THE S ○TEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: 470 KENT AVE ASSOCIATES LLC
C/O NAFTALI GROUP

ADDRESS: 152 WEST 57TH STREET, 45TH FLOOR
NEW YORK, NY 10019

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDING, CITY OF NEW YORK AND ○Y AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS, AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUI○T.

REGISTERED ARCHITECT
DAVID CHARLES WEST
020801
STATE OF NEW YORK

NOTARIZATION
SWORN TO ME BEFORE ME THIS 30 DAY OF MARCH 2025

STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Suffolk County
01RA0020464
My Commission Expires 01/07/2028

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND ADDRESS NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE 6/4/2025

TAX MAP SPECIALIST
PROPERTY DIVISION

HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T 212 213 8007

PROJECT
WILLIAMSBURG WHARF CONDOMINIUM

PROPOSED	482 KENT AVE	478-480 KENT AVE	11 WHARF WAY
DRAWING TITLE			
MARKETING FL:	6TH	6TH	6TH
CONSTRUCTION FL:	5TH	5TH	5TH

DATE 05/30/2025
PROJECT No: 19A06
SCALE 1" = 32'-0"
SHEET SIZE 22" X 14"

TAX LOT	UNIT NO.	UNIT AREA SQ.FT.	FLOOR NO. (CONSTRUCTION)	TOTAL UNITS	USE TYPE	NO. BDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (EXTERIOR COMMON ELEMENT)
1403	482R	18,798 SQ. FT.	6	23	RENTAL	20	25	0	0 SQ. FT.	0 SQ. FT.
1406	TU	0 SQ. FT.	6	-	CONDO	-	-	-	0 SQ. FT.	0 SQ. FT.
1404	478R	12,636 SQ. FT.	6	16	RENTAL	13	18	0	0 SQ. FT.	2,012 SQ. FT.
1405	11R	7,229 SQ. FT.	6	7	RENTAL	10	9	0	0 SQ. FT.	4,741 SQ. FT.
1401	COMM UNIT	8 SQ. FT.	6	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	0 SQ. FT.	6	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.

	UNIT AREA AT THIS FLOOR
478R EXT	2,012 SQ. FT.

UNIT	TAX LOT #	UNIT AREA AT THIS FLOOR
478R UNIT	1404	12,636 SQ. FT.

	UNIT AREA AT THIS FLOOR
478 BCE	309 SQ. FT.

	UNIT AREA AT THIS FLOOR
478 RCE	17 SQ. FT.

	UNIT AREA AT THIS FLOOR
TCE	211 SQ. FT.

UNIT	TAX LOT #	UNIT AREA AT THIS FLOOR
482R UNIT	1403	18,798 SQ. FT.

	UNIT AREA AT THIS FLOOR
478-482 BCE	25 SQ. FT.

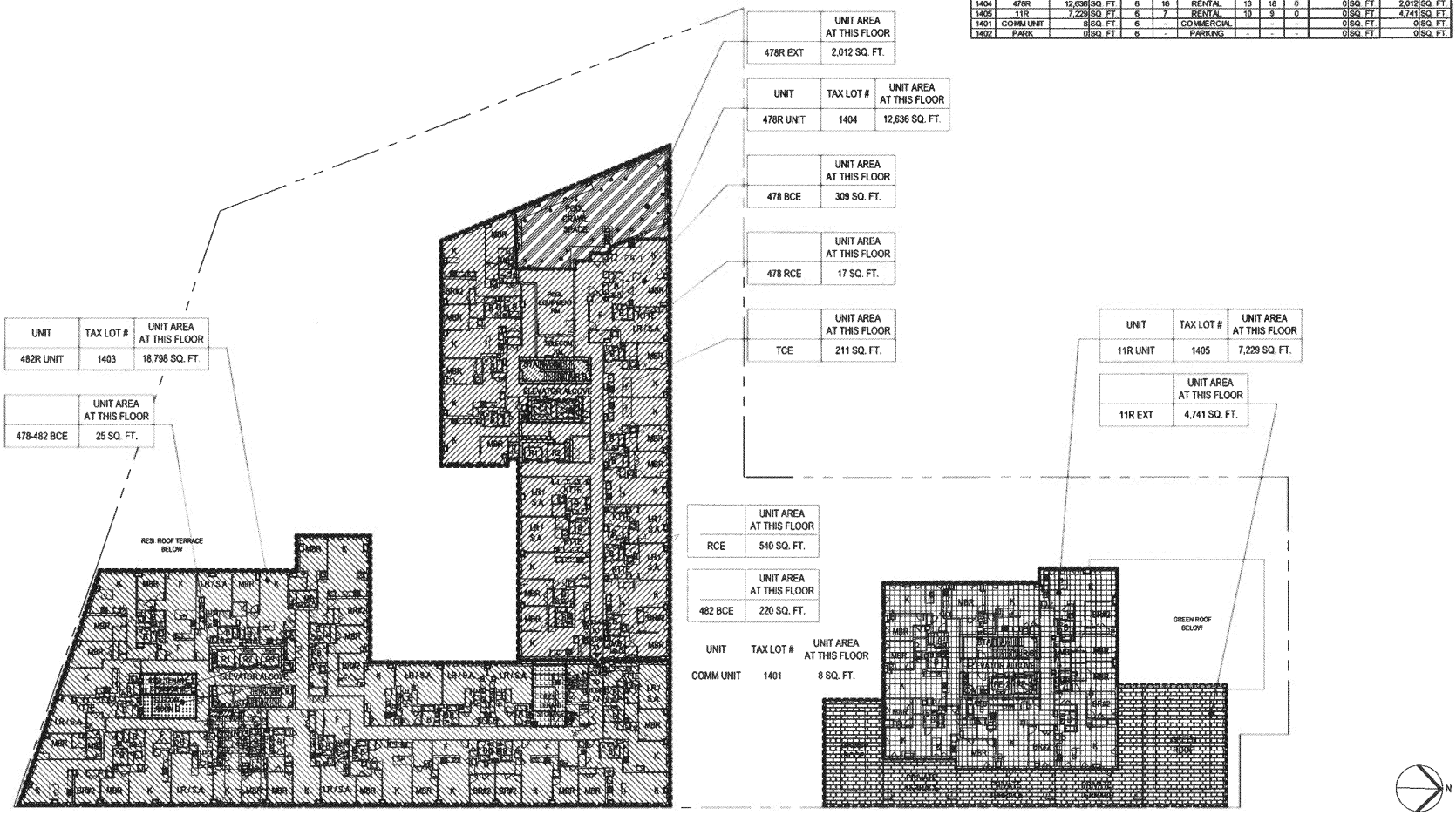
UNIT	TAX LOT #	UNIT AREA AT THIS FLOOR
11R UNIT	1405	7,229 SQ. FT.

	UNIT AREA AT THIS FLOOR
11R EXT	4,741 SQ. FT.

	UNIT AREA AT THIS FLOOR
RCE	540 SQ. FT.

	UNIT AREA AT THIS FLOOR
482 BCE	220 SQ. FT.

UNIT	TAX LOT #	UNIT AREA AT THIS FLOOR
COMM UNIT	1401	8 SQ. FT.



LEGEND & LOT INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403	18,798 SQ. FT.		478 RENTAL UNIT (478R UNIT)	1404	12,636 SQ. FT.		11 RENTAL UNIT (11R UNIT)	1405	7,229 SQ. FT.
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A			478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A	2,012 SQ. FT.		11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A	4,741 SQ. FT.
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A	220 SQ. FT.		478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A	309 SQ. FT.		11 BUILDING COMMON ELEMENT (11 BCE)	N/A	
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	17 SQ. FT.				
	TOWER UNITS (TU)	1406			TOWER COMMON ELEMENT (TCE)	N/A	211 SQ. FT.		COMMERCIAL UNIT (COMM UNIT)	1401	8 SQ. FT.
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A							COMMERCIAL EXTERIOR COMMON ELEMENT (COMM EXT)	N/A	

GROSS FLOOR AREA		46,746 SQ. FT.
PARKING UNIT (PARK)	1402	
GENERAL COMMON ELEMENT (GCE)	N/A	
478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	25 SQ. FT.
478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A	
11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A	540 SQ. FT.

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY, ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

MEASURED VERTICALLY, EACH UNIT CONSISTS OF THE VOLUME FROM THE TOP OF THE FLOOR SLAB BELOW (LOCATED UNDER THE FINISH FLOORING AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE FLOOR SLAB ABOVE.

AS IS CUSTOMARY IN NEW YORK CITY, THE SQUARE FOOT AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA OF SUCH UNIT.

THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: **470 KENT AVE ASSOCIATES LLC C/O NAFTALI GROUP**

ADDRESS: **152 WEST 57TH STREET, 45TH FLOOR NEW YORK, NY 10019**

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDING, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS, AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

REGISTERED ARCHITECT DAVID CHARLES WEST 020801 STATE OF NEW YORK

NOTARIZATION
SWORN TO ME BEFORE ME THIS 30 DAY OF MAY 20 25

STATE OF NEW YORK NOTARY PUBLIC Qualified in Suffolk County 01RA0020464

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: 6/4/2025

TAX MAP SPECIALIST: PROPERTY DIVISION

HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T. 212.213.8007

PROJECT:
WILLIAMSBURG WHARF CONDOMINIUM

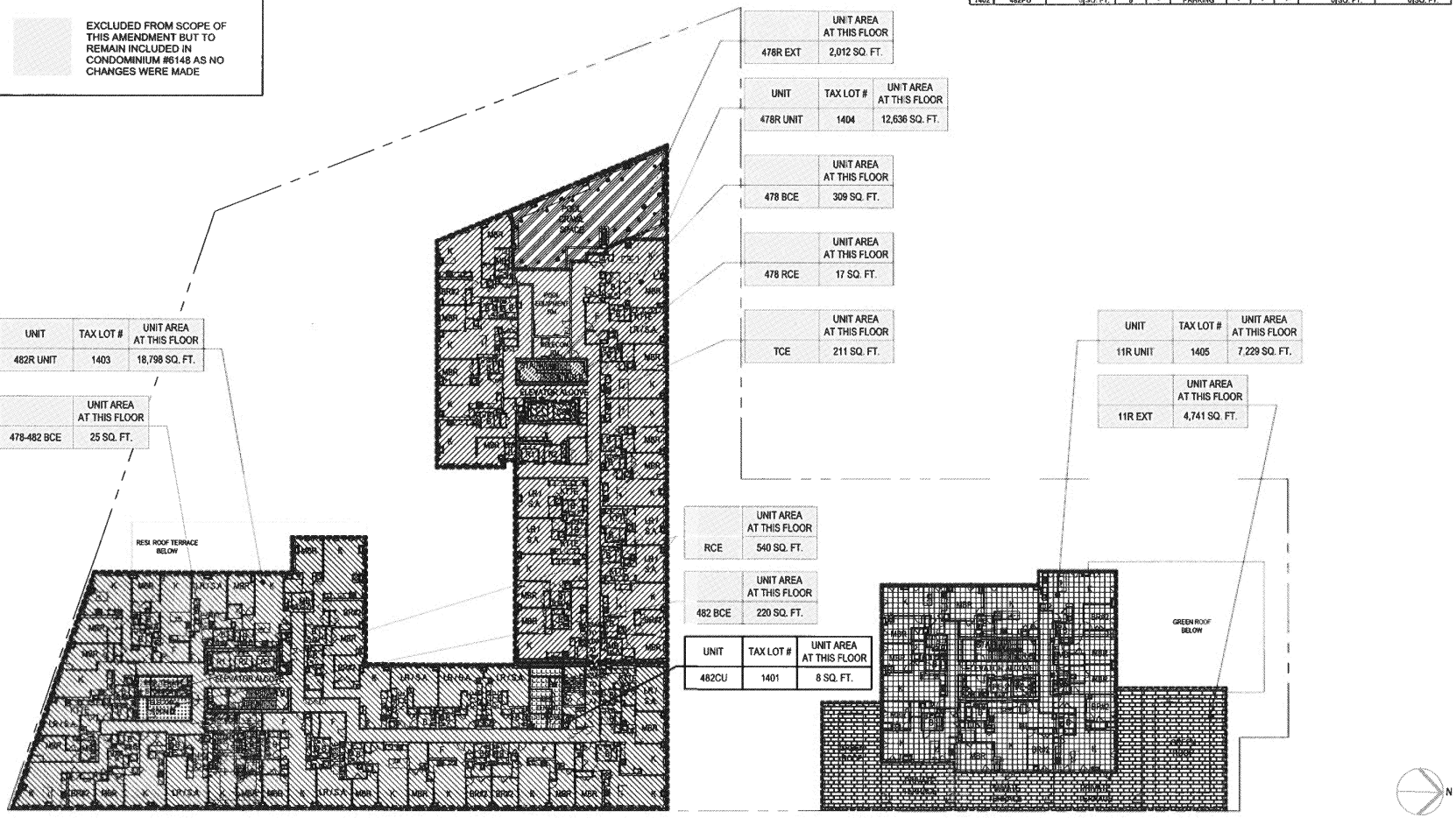
EXISTING	482 KENT AVE	478-480 KENT AVE	WHARF WAY
DRAWING TITLE: MARKETING FL:	7TH	7TH	7TH
CONSTRUCTION FL:	6TH	6TH	6TH

DATE: 05/30/2025
PROJECT No: 19A06
SCALE: 1" = 32'-0"
SHEET SIZE: 22" X 14"

INCLUDED IN SCOPE OF THIS AMENDMENT

EXCLUDED FROM SCOPE OF THIS AMENDMENT BUT TO REMAIN INCLUDED IN CONDOMINIUM #6148 AS NO CHANGES WERE MADE

TAX LOT	UNIT NO	UNIT AREA SQ.FT.	FLOOR NO. (CONFIGURATION)	TOTAL UNITS	USE TYPE	NO. BDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	GCE (GENERAL COMMON ELEMENT)
1401	482CU	0 SQ. FT.	6	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1406	11CU	0 SQ. FT.	6	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1408	11PU	0 SQ. FT.	6	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1407	478PU	0 SQ. FT.	6	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	482PU	0 SQ. FT.	8	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.



LEGEND & LOT INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403	18,798 SQ. FT.		478 RENTAL UNIT (478R UNIT)	1404	12,636 SQ. FT.		11 RENTAL UNIT (11R UNIT)	1405	7,229 SQ. FT.
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A			478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A	2,012 SQ. FT.		11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A	4,741 SQ. FT.
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A	220 SQ. FT.		478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A	309 SQ. FT.		11 BUILDING COMMON ELEMENT (11 BCE)	N/A	
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	17 SQ. FT.		482 COMMERCIAL UNIT (482CU)	1401	8 SQ. FT.
									11 COMMERCIAL UNIT (11CU)	1406	
					TOWER COMMON ELEMENT (TCE)	N/A	211 SQ. FT.		482 COMMERCIAL EXTERIOR COMMON ELEMENT (482 COMM EXT)	N/A	
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A							482 PARKING UNIT (482PU)	1402	

GROSS FLOOR AREA	46,746 SQ. FT.	
478-480 PARKING UNIT (478PU)	1407	
11 PARKING UNIT (11PU)	1408	
GENERAL COMMON ELEMENT (GCE)	N/A	
478-480 AND 482 BUILDING COMMON ELEMENT (478-480 BCE)	N/A	25 SQ. FT.
478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A	
11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A	540 SQ. FT.

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

MEASURED VERTICALLY EACH UNIT CONSISTS OF THE VOLUME FROM THE TOP OF THE FLOOR SLAB BELOW (LOCATED UNDER THE FINISH FLOORING AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE FLOOR SLAB ABOVE.

AS IS CUSTOMARY IN NEW YORK CITY, THE SQUARE FOOT AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA OF SUCH UNIT

THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: **470 KENT AVE ASSOCIATES LLC**
C/O NAFTALI GROUP

ADDRESS: **152 WEST 57TH STREET, 45TH FLOOR**
NEW YORK, NY 10019

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

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REGISTERED ARCHITECT DAVID CHARLES WEST 020801 STATE OF NEW YORK

NOTARIZATION
SWORN TO ME BEFORE [illegible] BANGO
30 DAY OF [illegible] 20 25
STATE OF NEW YORK NOTARY PUBLIC Qualified in Suffolk County 01RA0020464 MY COMMISSION EXPIRES 01/30/2028

TAX LOT DESIGNATION

THE UNIT DESIGNATIONS AND TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: 6/4/2025

TAX MAP SPECIALIST PROPERTY DIVISION

HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T 212.213.8007

PROJECT:
WILLIAMSBURG WHARF CONDOMINIUM

PROPOSED	482 KENT AVE	478-480 KENT AVE	11 WHARF WAY
DRAWING TITLE			
MARKETING FL:	7TH	7TH	7TH
CONSTRUCTION FL:	6TH	6TH	6TH

DATE 05/30/2025
PROJECT No: 19A06
SCALE 1" = 32'-0"
SHEET SIZE. 22" X 14"

TAX LOT	UNIT NO.	UNIT AREA SQ.FT	FLOOR NO. (CONSTRUCTION)	TOTAL UNITS	USE TYPE	NO. BDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (EXTERIOR COMMON ELEMENT)
1403	482R	15,493 SQ. FT	7	18	RENTAL	17	20	0	0 SQ. FT	3,423 SQ. FT
1405	TU	0 SQ. FT	7	-	CONDO	-	-	-	0 SQ. FT	0 SQ. FT
1404	478R	8,431 SQ. FT	7	-	RENTAL	-	-	-	0 SQ. FT	5,933 SQ. FT
1405	11R	7,229 SQ. FT	7	9	RENTAL	7	10	0	0 SQ. FT	0 SQ. FT
1401	COMM UNIT	8 SQ. FT	7	-	COMMERCIAL	-	-	-	0 SQ. FT	0 SQ. FT
1402	PARK	0 SQ. FT	7	-	PARKING	-	-	-	0 SQ. FT	0 SQ. FT

	AREA AT THIS FLOOR
478R EXT	5,933 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
478R UNIT	1404	8,431 SQ. FT.

	AREA AT THIS FLOOR
478 BCE	309 SQ. FT.

	AREA AT THIS FLOOR
478 RCE	563 SQ. FT.

	AREA AT THIS FLOOR
TCE	211 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
482R UNIT	1403	15,493 SQ. FT.

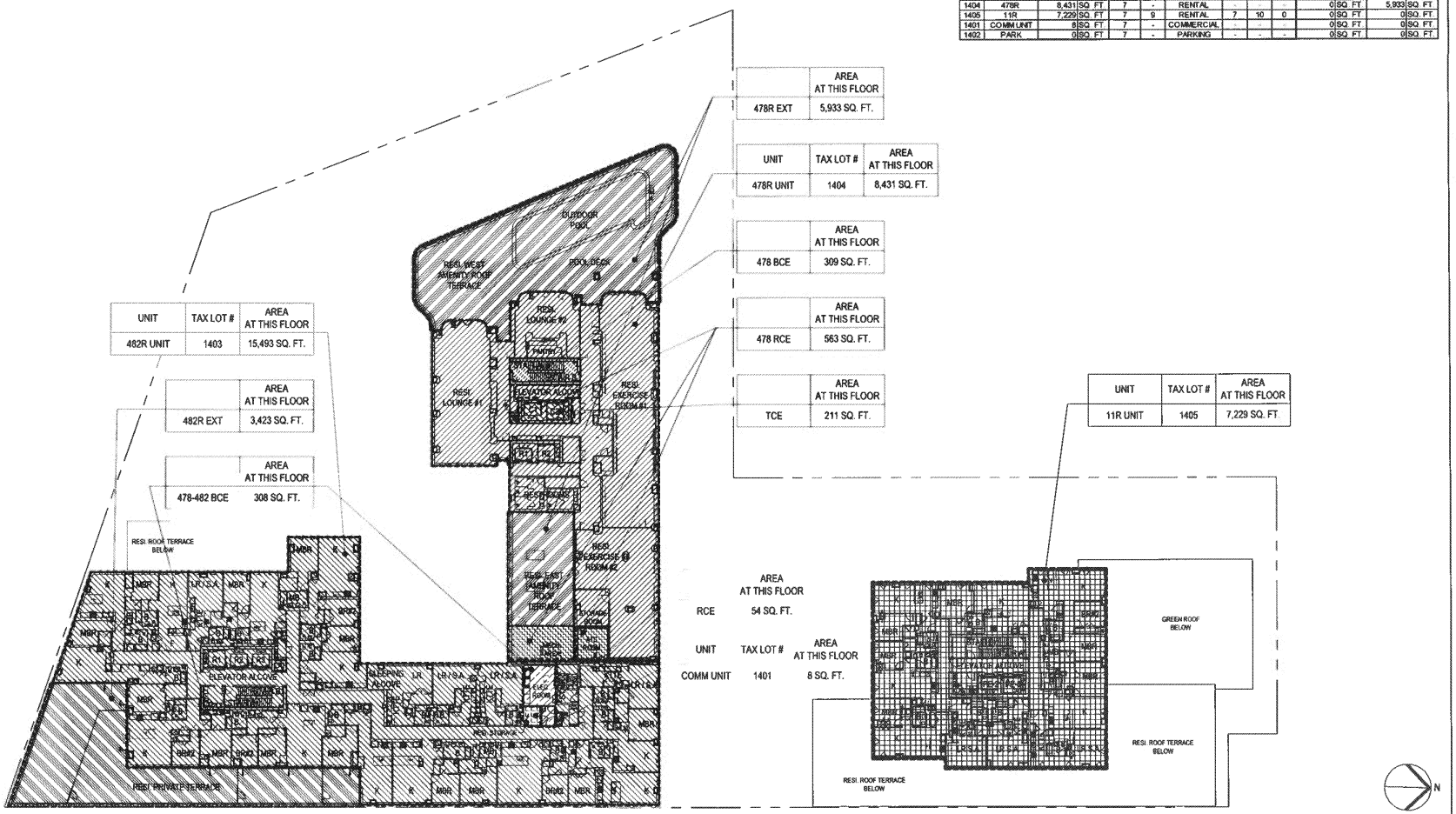
	AREA AT THIS FLOOR
482R EXT	3,423 SQ. FT.

	AREA AT THIS FLOOR
478-482 BCE	308 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
11R UNIT	1405	7,229 SQ. FT.

	AREA AT THIS FLOOR
RCE	54 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
COMM UNIT	1401	8 SQ. FT.



LEGEND & LOT INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403	15,493 SQ. FT.		478 RENTAL UNIT (478R UNIT)	1404	8,431 SQ. FT.		11 RENTAL UNIT (11R UNIT)	1405	7,229 SQ. FT.
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A	3,423 SQ. FT.		478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A	5,933 SQ. FT.		11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A	0 SQ. FT.
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A			478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A	309 SQ. FT.		11 BUILDING COMMON ELEMENT (11 BCE)	N/A	0 SQ. FT.
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	563 SQ. FT.				
	TOWER UNITS (TU)	1406			TOWER COMMON ELEMENT (TCE)	N/A	211 SQ. FT.		COMMERCIAL UNIT (COMM UNIT)	1401	8 SQ. FT.
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A							COMMERCIAL EXTERIOR COMMON ELEMENT (COMM EXT)	N/A	0 SQ. FT.

GROSS FLOOR AREA			41,962 SQ. FT.
	PARKING UNIT (PARK)	1402	0 SQ. FT.
	GENERAL COMMON ELEMENT (GCE)	N/A	0 SQ. FT.
	478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	308 SQ. FT.
	478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A	
	11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A	54 SQ. FT.

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY, ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS (NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

MEASURED VERTICALLY, EACH UNIT CONSISTS OF THE VOLUME FROM THE TOP OF THE FLOOR SLAB BELOW (LOCATED UNDER THE FINISH FLOORING AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE FLOOR SLAB ABOVE.

AS IS CUSTOMARY IN NEW YORK CITY, THE SQUARE FOOT AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA OF SUCH UNIT.

THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: **470 KENT AVE ASSOCIATES LLC C/O NAFTALI GROUP**

ADDRESS: **152 WEST 57TH STREET, 45TH FLOOR NEW YORK, NY 10019**

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

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REGISTERED ARCHITECT
DAVID CHARLES WEST
030801
LICENSED
STATE OF NEW YORK

NOTARIZATION
SWORN TO BEFORE ME THIS
30 DAY OF JUNE 2025

STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Suffolk County
#1RA0820464
MY COMMISSION EXPIRES 01/09/2028

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN

DATE 6/4/2025

TAX MAP SPECIALIST: PROPERTY DIVISION

HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T. 212.213.8007

PROJECT:
WILLIAMSBURG WHARF CONDOMINIUM

EXISTING

DRAWING TITLE:

	482 KENT AVE	478-480 KENT AVE	WHARF WAY
MARKETING FL:	8TH	CLUB	8TH
CONSTRUCTION FL:	7TH	7TH	7TH

DATE: 05/30/2025
PROJECT No: 19A06
SCALE: 1" = 32'-0"
SHEET SIZE: 22" X 14"

INCLUDED IN SCOPE OF THIS AMENDMENT

EXCLUDED FROM SCOPE OF THIS AMENDMENT BUT TO REMAIN INCLUDED IN CONDOMINIUM #6148 AS NO CHANGES WERE MADE

TAX LOT	UNIT NO.	UNIT AREA SQ.FT.	FLOOR NO. (CONDITIONAL)	TOTAL UNITS	USE TYPE	NO. BEDRMS	NO. BATHS	NO. 1/2 BATHS	R.C.E. (RESIDENTIAL COMMON ELEMENT)	ECE (EXTERIOR COMMON ELEMENT)
1401	482CU	0 SQ. FT.	7	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1406	11CU	0 SQ. FT.	7	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1408	11PU	0 SQ. FT.	7	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1407	478PU	0 SQ. FT.	7	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	482PU	0 SQ. FT.	7	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.

	AREA AT THIS FLOOR
478R EXT	5,933 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
478R UNIT	1404	8,431 SQ. FT.

	AREA AT THIS FLOOR
478 BCE	309 SQ. FT.

	AREA AT THIS FLOOR
478 RCE	563 SQ. FT.

	AREA AT THIS FLOOR
TCE	211 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
11R UNIT	1405	7,229 SQ. FT.

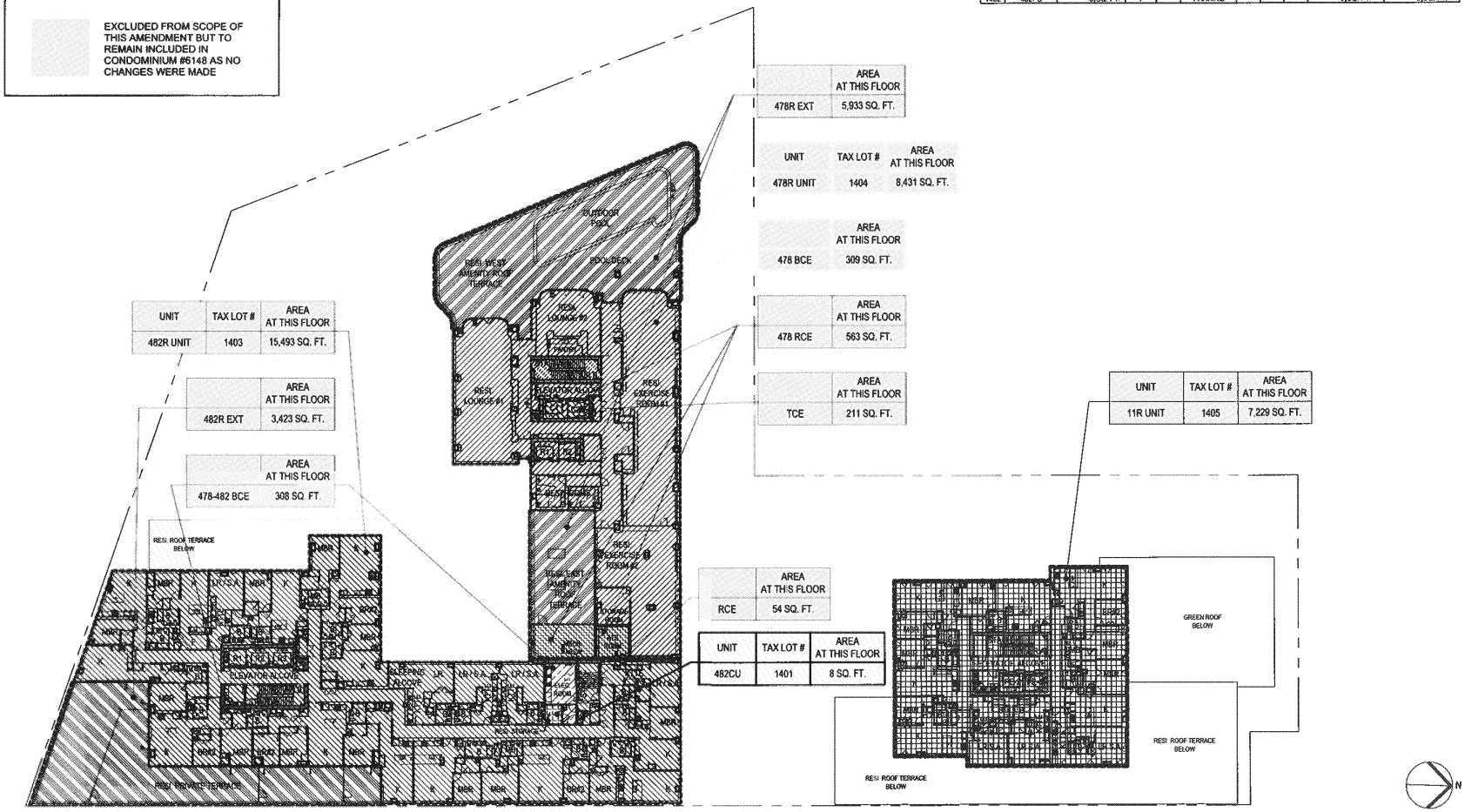
UNIT	TAX LOT #	AREA AT THIS FLOOR
482R UNIT	1403	15,493 SQ. FT.

	AREA AT THIS FLOOR
482R EXT	3,423 SQ. FT.

	AREA AT THIS FLOOR
478-482 BCE	308 SQ. FT.

	AREA AT THIS FLOOR
RCE	54 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
482CU	1401	8 SQ. FT.



LEGEND & LOT INFORMATION

482 RENTAL UNIT (482R UNIT)	1403	15,493 SQ. FT.	478 RENTAL UNIT (478R UNIT)	1404	8,431 SQ. FT.	11 RENTAL UNIT (11R UNIT)	1405	7,229 SQ. FT.	478-480 PARKING UNIT (478PU)	1407	
482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A	3,423 SQ. FT.	478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A	5,933 SQ. FT.	11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A		11 PARKING UNIT (11PU)	1408	
482 BUILDING COMMON ELEMENT (482 BCE)	N/A		478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A	309 SQ. FT.	11 BUILDING COMMON ELEMENT (11 BCE)	N/A		GENERAL COMMON ELEMENT (GCE)	N/A	
			478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	563 SQ. FT.	482 COMMERCIAL UNIT (482CU)	1401	8 SQ. FT.	478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	308 SQ. FT.
						11 COMMERCIAL UNIT (11CU)	1406		478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A	
			TOWER COMMON ELEMENT (TCE)	N/A	211 SQ. FT.	482 COMMERCIAL EXTERIOR COMMON ELEMENT (482 COMM EXT)	N/A		11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A	54 SQ. FT.
TOWER LIMITED COMMON ELEMENT (TLCE)	N/A					482 PARKING UNIT (482PU)	1402				

GROSS FLOOR AREA 41,962 SQ. FT.

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY, ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (EXCLUDING MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

MEASURED VERTICALLY, EACH UNIT CONSISTS OF THE VOLUME FROM THE TOP OF THE FLOOR SLAB BELOW (LOCATED UNDER THE FINISH FLOORING AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE FLOOR SLAB ABOVE.

AS IS CUSTOMARY IN NEW YORK CITY, THE SQUARE FOOT AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA OF SUCH UNIT

THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: **470 KENT AVE ASSOCIATES LLC**
C/O NAFTALI GROUP

ADDRESS: **152 WEST 57TH STREET, 45TH FLOOR**
NEW YORK, NY 10019

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDING, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS, AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

REGISTERED ARCHITECT
DAVID CHARLES WEST
020801
STATE OF NEW YORK

NOTARIZATION
SWORN TO ME BEFORE ME BY RIA RANGO
30 DAY OF MAY 20 25

STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Suffolk County
01RA0020464
MY COMMISSION EXPIRES 01/30/2028

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE SYSTEM AND NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN

DATE 6/4/2025

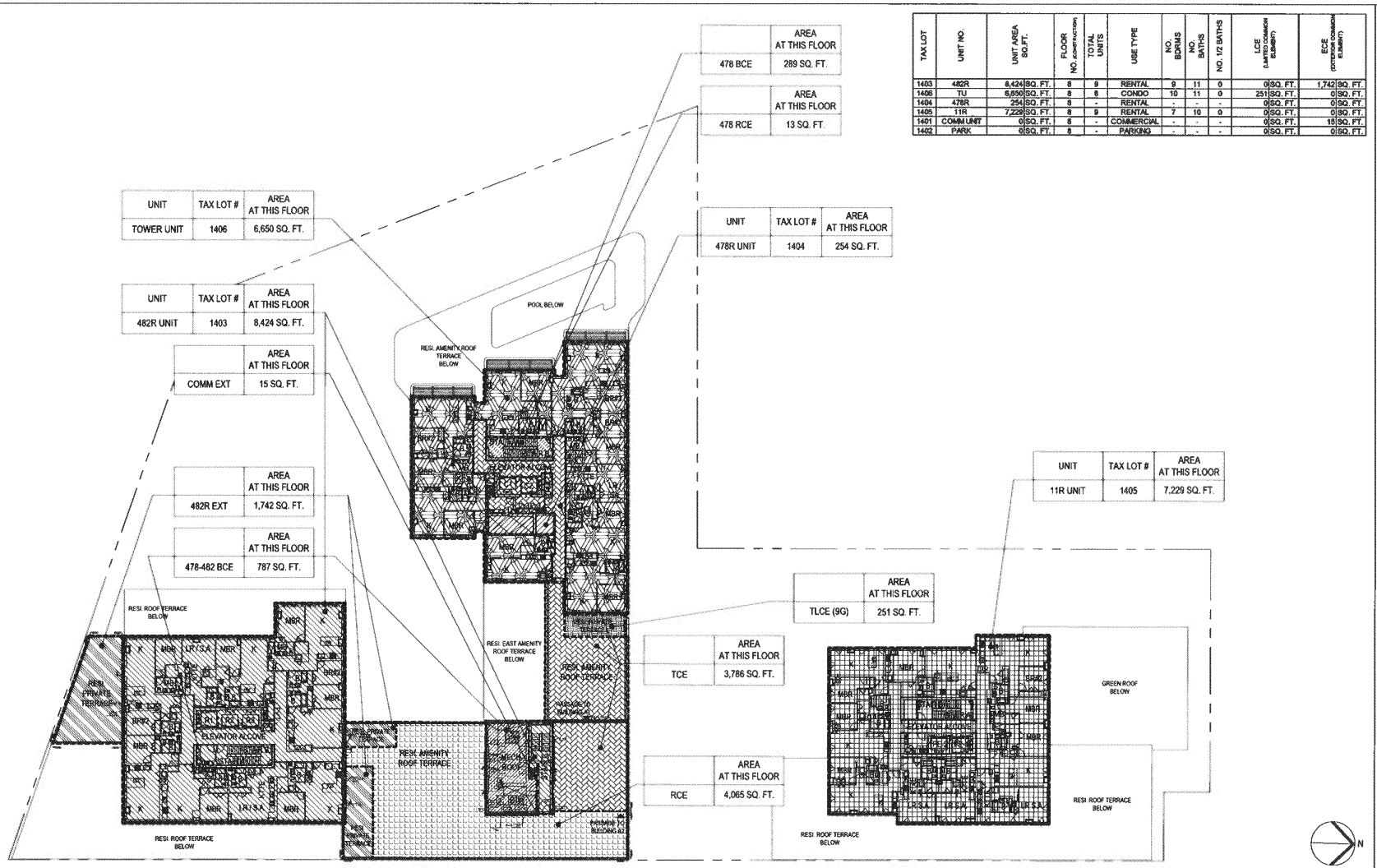
TAX MAP SPECIALIST PROPERTY DIVISION

HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T 212.213.6007

PROJECT:
WILLIAMSBURG WHARF CONDOMINIUM

PROPOSED	482 KENT AVE	478-480 KENT AVE	11 WHARF WAY
DRAWING TITLE: MARKETING FL:	8TH	CLUB	8TH
CONSTRUCTION FL:	7TH	7TH	7TH

DATE: 05/30/2025
PROJECT No: 19A06
SCALE 1" = 32'-0"
SHEET SIZE: 22" X 14"



	AREA AT THIS FLOOR
478 BCE	289 SQ. FT.

	AREA AT THIS FLOOR
478 RCE	13 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
TOWER UNIT	1406	6,650 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
478R UNIT	1404	254 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
482R UNIT	1403	8,424 SQ. FT.

	AREA AT THIS FLOOR
COMM EXT	15 SQ. FT.

	AREA AT THIS FLOOR
482R EXT	1,742 SQ. FT.

	AREA AT THIS FLOOR
478-482 BCE	787 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
11R UNIT	1405	7,229 SQ. FT.

	AREA AT THIS FLOOR
TLCE (9G)	251 SQ. FT.

	AREA AT THIS FLOOR
TCE	3,786 SQ. FT.

	AREA AT THIS FLOOR
RCE	4,065 SQ. FT.

TAX LOT	UNIT NO.	UNIT AREA SQ.FT.	FLOOR NO. (CONSTRUCTION)	TOTAL UNITS	USE TYPE	NO. BDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (DESIGNATED COMMON ELEMENT)
1403	482R	8,424 SQ. FT.	8	9	RENTAL	9	11	0	0 SQ. FT.	1,742 SQ. FT.
1406	TU	6,650 SQ. FT.	8	8	CONDO	10	11	0	251 SQ. FT.	0 SQ. FT.
1404	478R	254 SQ. FT.	8	-	RENTAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1405	11R	7,229 SQ. FT.	8	9	RENTAL	7	10	0	0 SQ. FT.	0 SQ. FT.
1401	COMM UNIT	0 SQ. FT.	8	-	COMMERCIAL	-	-	-	0 SQ. FT.	15 SQ. FT.
1402	PARK	0 SQ. FT.	8	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY, ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

MEASURED VERTICALLY, EACH UNIT CONSISTS OF THE VOLUME FROM THE TOP OF THE FLOOR SLAB BELOW (LOCATED UNDER THE FINISH FLOORING AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE FLOOR SLAB ABOVE.

AS IS CUSTOMARY IN NEW YORK CITY, THE SQUARE FOOT AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA OF SUCH UNIT

THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: **470 KENT AVE ASSOCIATES LLC**
C/O NAFTALI GROUP

ADDRESS: **152 WEST 57TH STREET, 45TH FLOOR**
NEW YORK, NY 10019

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

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REGISTERED ARCHITECT
DAVID CHARLES WEST
020801
STATE OF NEW YORK

NOTARIZATION
SWORN TO BEFORE ME THIS
30TH DAY OF MAY, 2025

NOTARY PUBLIC OF NEW YORK
NOTARY PUBLIC
Qualified in Suffolk County
01RA0020464
My Commission Expires 07/30/2028

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE 6/4/2025

TAX MAP SPECIALIST
PROPERTY DIVISION

HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T. 212.213 8007

PROJECT
WILLIAMSBURG WHARF CONDOMINIUM

EXISTING

DRAWING TITLE	482 KENT AVE	478-480 KENT AVE	11 WHARF WAY
MARKETING FL:	9TH	9TH	9TH
CONSTRUCTION FL:	8TH	8TH	8TH

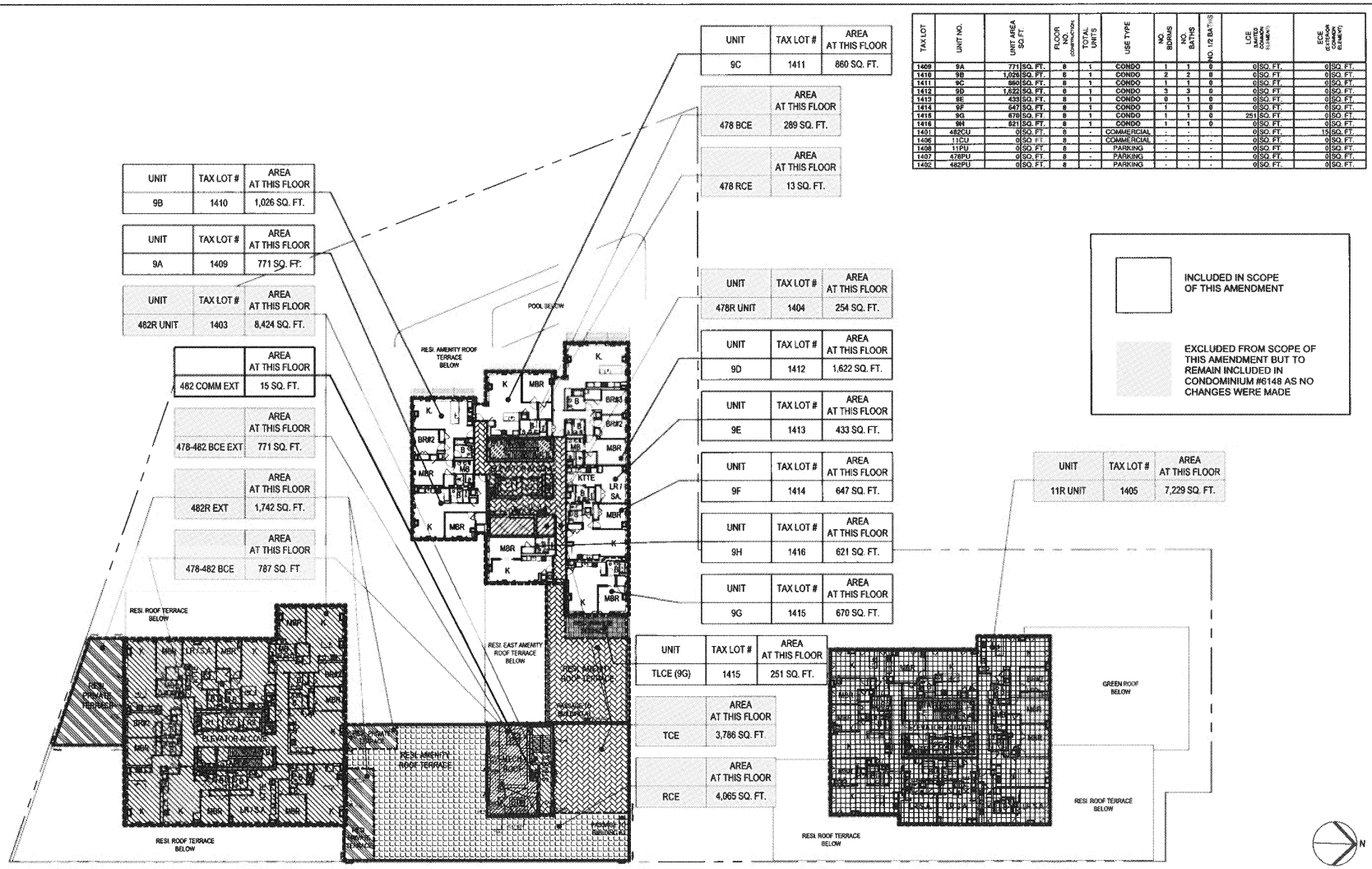
DATE: 05/30/2025
PROJECT No: 19A06
SCALE: 1" = 32'-0"
SHEET SIZE: 22" X 14"

LEGEND & LOT INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403	8,424 SQ. FT.		478 RENTAL UNIT (478R UNIT)	1404	254 SQ. FT.		11 RENTAL UNIT (11R UNIT)	1405	7,229 SQ. FT.
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A	1,742 SQ. FT.		478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A			11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A	
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A			478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A	289 SQ. FT.		11 BUILDING COMMON ELEMENT (11 BCE)	N/A	
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	13 SQ. FT				
	TOWER UNITS (TU)	1406	6,650 SQ. FT.		TOWER COMMON ELEMENT (TCE)	N/A	3,786 SQ. FT.		COMMERCIAL UNIT (COMM UNIT)	1401	
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A	251 SQ. FT.						COMMERCIAL EXTERIOR COMMON ELEMENT (COMM EXT)	N/A	15 SQ. FT.

GROSS FLOOR AREA — 33,505 SQ. FT.

	PARKING UNIT (PARK)	1402	
	GENERAL COMMON ELEMENT (GCE)	N/A	
	478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	787 SQ. FT.
	478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A	
	11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A	4,065 SQ. FT.



TAX LOT	UNIT NO.	UNIT AREA SQ.FT.	FLOOR NO. (DESIGNATION)	TOTAL UNITS	USE TYPE	NO. BDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (EXCLUSIVE COMMON ELEMENT)
1409	9A	771 SQ. FT.	8	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1410	9B	1,026 SQ. FT.	8	1	CONDO	2	2	0	0 SQ. FT.	0 SQ. FT.
1411	9C	860 SQ. FT.	8	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1412	9D	1,622 SQ. FT.	8	1	CONDO	3	3	0	0 SQ. FT.	0 SQ. FT.
1413	9E	433 SQ. FT.	8	1	CONDO	0	1	0	0 SQ. FT.	0 SQ. FT.
1414	9F	647 SQ. FT.	8	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1415	9G	670 SQ. FT.	8	1	CONDO	1	1	0	251 SQ. FT.	0 SQ. FT.
1416	9H	621 SQ. FT.	8	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1401	482CU	0 SQ. FT.	8	-	COMMERCIAL	-	-	-	0 SQ. FT.	15 SQ. FT.
1406	11CU	0 SQ. FT.	8	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1408	11PU	0 SQ. FT.	8	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1407	478PU	0 SQ. FT.	8	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	482PU	0 SQ. FT.	8	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.

LEGEND & LOT INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403	8,424 SQ. FT.		478 RENTAL UNIT (478R UNIT)	1404	254 SQ. FT.		11 RENTAL UNIT (11R UNIT)	1405	7,229 SQ. FT.		478-480 PARKING UNIT (478PU)	1407	
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A	1,742 SQ. FT.		478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A			11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A			11 PARKING UNIT (11PU)	1408	
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A			478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A	289 SQ. FT.		11 BUILDING COMMON ELEMENT (11 BCE)	N/A			GENERAL COMMON ELEMENT (GCE)	N/A	
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	13 SQ. FT.		482 COMMERCIAL UNIT (482CU)	1401			478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	787 SQ. FT.
									11 COMMERCIAL UNIT (11CU)	1406			478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A	
	UNITS 9A THRU 9H	1409 TO 1416	6,650 SQ. FT.		TOWER COMMON ELEMENT (TCE)	N/A	3,786 SQ. FT.		482 COMMERCIAL EXTERIOR COMMON ELEMENT (482 COMM EXT)	N/A	15 SQ. FT.		11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A	4,065 SQ. FT.
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A	251 SQ. FT.						482 PARKING UNIT (482PU)	1402					

GROSS FLOOR AREA 33,505 SQ. FT.

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

MEASURED VERTICALLY, EACH UNIT CONSISTS OF THE VOLUME FROM THE TOP OF THE FLOOR SLAB BELOW (LOCATED UNDER THE FINISH FLOORING AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE FLOOR SLAB ABOVE.

AS IS CUSTOMARY IN NEW YORK CITY, THE SQUARE FOOT AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA OF SUCH UNIT.

THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: 470 KENT AVE ASSOCIATES LLC
C/O NAFTALI GROUP

ADDRESS: 152 WEST 57TH STREET, 45TH FLOOR
NEW YORK, NY 10019

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

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REGISTERED ARCHITECT
DAVID CHARLES WEST
020801
STATE OF NEW YORK

NOTARIZATION
SWORN TO AND SUBSCRIBED BEFORE ME THIS
30TH DAY OF MARCH 2025

STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Suffolk County
01RA0020464
My Commission Expires 01/06/2028

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE ASSIGNED TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN

DATE: 6/4/2025

TAX MAP SPECIALIST: PROPERTY DIVISION

HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T. 212 213 8007

PROJECT:
WILLIAMSBURG WHARF CONDOMINIUM

PROPOSED	482 KENT AVE	478-480 KENT AVE	11 WHARF WAY
MARKETING FL:	9TH	9TH	9TH
CONSTRUCTION FL:	8TH	8TH	8TH

DRAWING TITLE:

DATE: 05/30/2025
PROJECT No. 19A06
SCALE: 1" = 32'-0"
SHEET SIZE: 22" X 14"

TAX LOT	UNIT NO.	UNIT AREA SQ.FT.	FLOOR NO. CONSTRUCTION	TOTAL UNITS	USE TYPE	NO. BEDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (EXTERIOR COMMON ELEMENT)
1403	482R	8,093 SQ. FT.	9	10	RENTAL	8	12	0	0 SQ. FT.	0 SQ. FT.
1406	TU	6,966 SQ. FT.	9	8	CONDO	10	12	0	0 SQ. FT.	0 SQ. FT.
1404	478R	0 SQ. FT.	9	-	RENTAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1405	11R	7,229 SQ. FT.	9	9	RENTAL	7	10	0	0 SQ. FT.	0 SQ. FT.
1401	COMM UNIT	0 SQ. FT.	9	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	0 SQ. FT.	9	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1403	482R	8,093 SQ. FT.	10	10	RENTAL	8	12	0	0 SQ. FT.	0 SQ. FT.
1406	TU	6,966 SQ. FT.	10	8	CONDO	10	12	0	0 SQ. FT.	0 SQ. FT.
1404	478R	0 SQ. FT.	10	-	RENTAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1405	11R	7,229 SQ. FT.	10	9	RENTAL	7	10	0	0 SQ. FT.	0 SQ. FT.
1401	COMM UNIT	0 SQ. FT.	10	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	0 SQ. FT.	10	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.

	AREA AT THIS FLOOR
478 BCE	289 SQ. FT.

	AREA AT THIS FLOOR
478 RCE	12 SQ. FT.

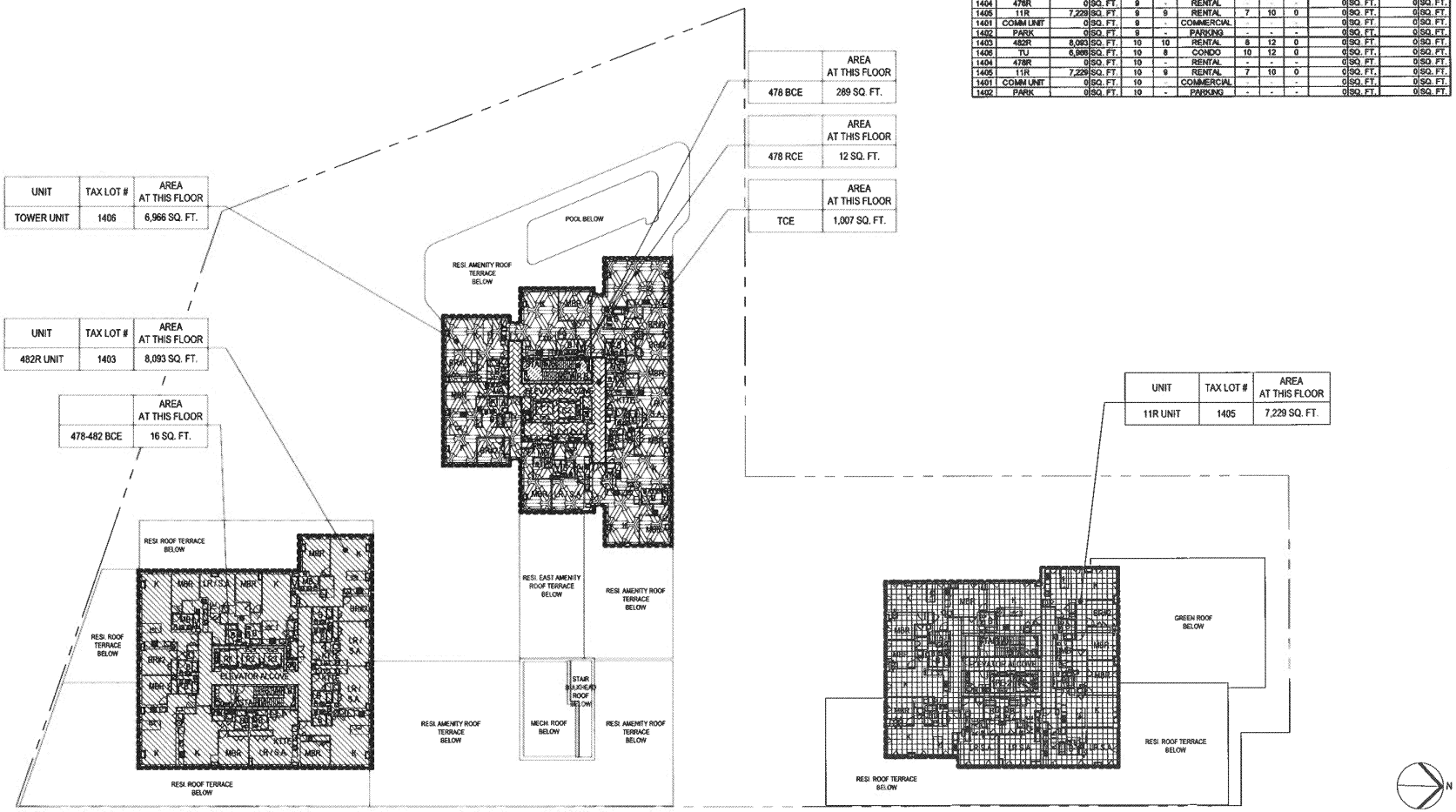
	AREA AT THIS FLOOR
TCE	1,007 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
TOWER UNIT	1406	6,966 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
482R UNIT	1403	8,093 SQ. FT.

	AREA AT THIS FLOOR
478-482 BCE	16 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
11R UNIT	1405	7,229 SQ. FT.



LEGEND & LOT INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403	8,093 SQ. FT.		478 RENTAL UNIT (478R UNIT)	1404			11 RENTAL UNIT (11R UNIT)	1405	7,229 SQ. FT.
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A			478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A			11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A	
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A			478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A	289 SQ. FT.		11 BUILDING COMMON ELEMENT (11 BCE)	N/A	
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	12 SQ. FT.				
	TOWER UNITS (TU)	1406	6,966 SQ. FT.		TOWER COMMON ELEMENT (TCE)	N/A	1,007 SQ. FT.		COMMERCIAL UNIT (COMM UNIT)	1401	
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A							COMMERCIAL EXTERIOR COMMON ELEMENT (COMM EXT)	N/A	

GROSS FLOOR AREA		23,612 SQ. FT.
PARKING UNIT (PARK)	1402	
GENERAL COMMON ELEMENT (GCE)	N/A	
478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	16 SQ. FT.
478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A	
11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A	

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY, ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

MEASURED VERTICALLY, EACH UNIT CONSISTS OF THE VOLUME FROM THE TOP OF THE FLOOR SLAB BELOW (LOCATED UNDER THE FINISH FLOORING AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE FLOOR SLAB ABOVE.

AS IS CUSTOMARY IN NEW YORK CITY, THE SQUARE FOOT AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA OF SUCH UNIT.

THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: **470 KENT AVE ASSOCIATES LLC**
C/O NAFTALI GROUP

ADDRESS: **152 WEST 57TH STREET, 45TH FLOOR**
NEW YORK, NY 10019

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDING, CITY OF NEW YORK, AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS-BUILT.

REGISTERED ARCHITECT
DAVID CHARLES WEST
020801
STATE OF NEW YORK

NOTARIZATION
SWORN TO ME BEFORE ME THIS
30 DAY OF May 20 25

STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Suffolk County
01RA0020464
My Commission Expires 07/30/2028

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE KEY ROLL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: 6/4/2025

TAX MAP SPECIALIST PROPERTY DIVISION

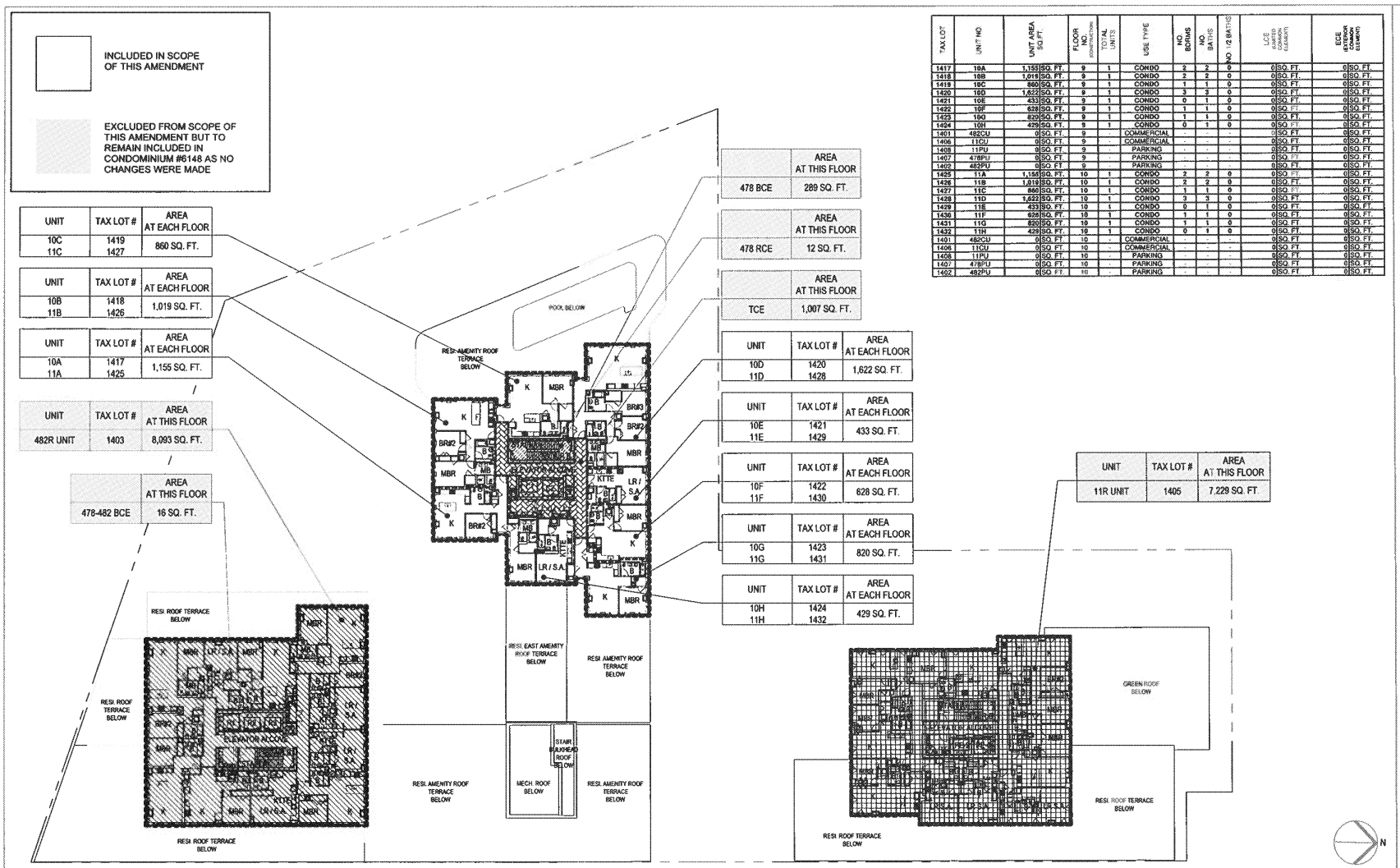
HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T. 212 213 8007

PROJECT:
WILLIAMSBURG WHARF CONDOMINIUM

EXISTING
DRAWING TITLE:
MARKETING FL:
CONSTRUCTION FL:

482 KENT AVE	478-480 KENT AVE	11 WHARF WAY
10TH-11TH	10TH-11TH	10TH-11TH
9TH-10TH	9TH-10TH	9TH-10TH

DATE: 05/30/2025
PROJECT No: 19A06
SCALE: 1" = 32'-0"
SHEET SIZE: 22" X 14"



TAX LOT	UNIT NO.	UNIT AREA SQ.FT.	FLOOR NO. (EXCLUDING BASEMENTS)	TOTAL UNITS	USE TYPE	NO. BDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (EXTENSION COMMON ELEMENT)
1417	10A	1,155 SQ. FT.	9	1	CONDO	2	2	0	0 SQ. FT.	0 SQ. FT.
1418	10B	1,019 SQ. FT.	9	1	CONDO	2	2	0	0 SQ. FT.	0 SQ. FT.
1419	10C	860 SQ. FT.	9	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1420	10D	1,622 SQ. FT.	9	1	CONDO	3	3	0	0 SQ. FT.	0 SQ. FT.
1421	10E	433 SQ. FT.	9	1	CONDO	0	1	0	0 SQ. FT.	0 SQ. FT.
1422	10F	628 SQ. FT.	9	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1423	10G	820 SQ. FT.	9	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1424	10H	429 SQ. FT.	9	1	CONDO	0	1	0	0 SQ. FT.	0 SQ. FT.
1401	482CU	0 SQ. FT.	9	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1406	11CU	0 SQ. FT.	9	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1408	11PU	0 SQ. FT.	9	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1407	478PU	0 SQ. FT.	9	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	482PU	0 SQ. FT.	9	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1425	11A	1,155 SQ. FT.	10	1	CONDO	2	2	0	0 SQ. FT.	0 SQ. FT.
1426	11B	1,019 SQ. FT.	10	1	CONDO	2	2	0	0 SQ. FT.	0 SQ. FT.
1427	11C	860 SQ. FT.	10	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1428	11D	1,622 SQ. FT.	10	1	CONDO	3	3	0	0 SQ. FT.	0 SQ. FT.
1429	11E	433 SQ. FT.	10	1	CONDO	0	1	0	0 SQ. FT.	0 SQ. FT.
1430	11F	628 SQ. FT.	10	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1431	11G	820 SQ. FT.	10	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1432	11H	429 SQ. FT.	10	1	CONDO	0	1	0	0 SQ. FT.	0 SQ. FT.
1401	482CU	0 SQ. FT.	10	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1406	11CU	0 SQ. FT.	10	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1408	11PU	0 SQ. FT.	10	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1407	478PU	0 SQ. FT.	10	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	482PU	0 SQ. FT.	10	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.

LEGEND & LOT INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403	8,093 SQ. FT.		478 RENTAL UNIT (478R UNIT)	1404			11 RENTAL UNIT (11R UNIT)	1405	7,229 SQ. FT.		478-480 PARKING UNIT (478PU)	1407	
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A			478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A			11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A			11 PARKING UNIT (11PU)	1408	
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A			478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A	289 SQ. FT.		11 BUILDING COMMON ELEMENT (11 BCE)	N/A			GENERAL COMMON ELEMENT (GCE)	N/A	
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	12 SQ. FT.		482 COMMERCIAL UNIT (482CU)	1401			478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	16 SQ. FT.
	UNITS 10A THRU 10H	1417 TO 1432	6,966 SQ. FT.						11 COMMERCIAL UNIT (11CU)	1406			478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A	
	UNITS 11A THRU 11H				TOWER COMMON ELEMENT (TCE)	N/A	1,007 SQ. FT.		482 COMMERCIAL EXTERIOR COMMON ELEMENT (482 COMM EXT)	N/A			11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A	
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A							482 PARKING UNIT (482PU)	1402					

GROSS FLOOR AREA 23,612 SQ. FT.

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY, ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

MEASURED VERTICALLY, EACH UNIT CONSISTS OF THE VOLUME FROM THE TOP OF THE FLOOR SLAB BELOW (LOCATED UNDER THE FINISH FLOORING AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE FLOOR SLAB ABOVE.

AS IS CUSTOMARY IN NEW YORK CITY, THE SQUARE FOOT AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA OF SUCH UNIT.

THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: 470 KENT AVE ASSOCIATES LLC
C/O NAFTALI GROUP

ADDRESS: 152 WEST 57TH STREET, 45TH FLOOR
NEW YORK, NY 10019

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDING, CITY OF NEW YORK, AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS, AND APPROXIMATE DIMENSIONS OF THE UNITS THEREOF.

REGISTERED ARCHITECT DAVID CHARLES WEST 020801 STATE OF NEW YORK

NOTARIZATION
SWORN TO MARJORIE BARGOS
30 DAY OF JUNE 2025
NOTARY PUBLIC OF NEW YORK
Qualified in Suffolk County
01RA6020464
My Commission Expires 03/20/2028

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: 6/4/2025

TAX MAP SPECIALIST, PROPERTY DIVISION

HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T. 212.213.8007

PROJECT:
WILLIAMSBURG WHARF CONDOMINIUM

PROPOSED
DRAWING TITLE:
MARKETING FL:
CONSTRUCTION FL:

482 KENT AVE	478-480 KENT AVE	11 WHARF WAY
10TH-11TH	10TH-11TH	10TH-11TH
9TH-10TH	9TH-10TH	9TH-10TH

DATE: 05/30/2025
PROJECT No: 19A06
SCALE: 1" = 32'-0"
SHEET SIZE: 22" X 14"

TAX LOT	UNIT NO.	UNIT AREA SQ.FT.	FLOOR NO. (CONSTRUCTION)	TOTAL UNITS	USE TYPE	NO. BDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (EXTERIOR COMMON ELEMENT)
1403	482R	8,093 SQ. FT	11	10	RENTAL	8	12	0	0 SQ. FT.	0 SQ. FT.
1406	TU	6,966 SQ. FT	11	8	CONDO	10	12	0	0 SQ. FT.	0 SQ. FT.
1404	478R	0 SQ. FT	11	-	RENTAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1405	11R	7,229 SQ. FT	11	9	RENTAL	7	10	0	0 SQ. FT.	0 SQ. FT.
1401	COMM UNIT	0 SQ. FT	11	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	0 SQ. FT	11	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.

	AREA AT THIS FLOOR
478 BCE	289 SQ. FT.

	AREA AT THIS FLOOR
478 RCE	12 SQ. FT.

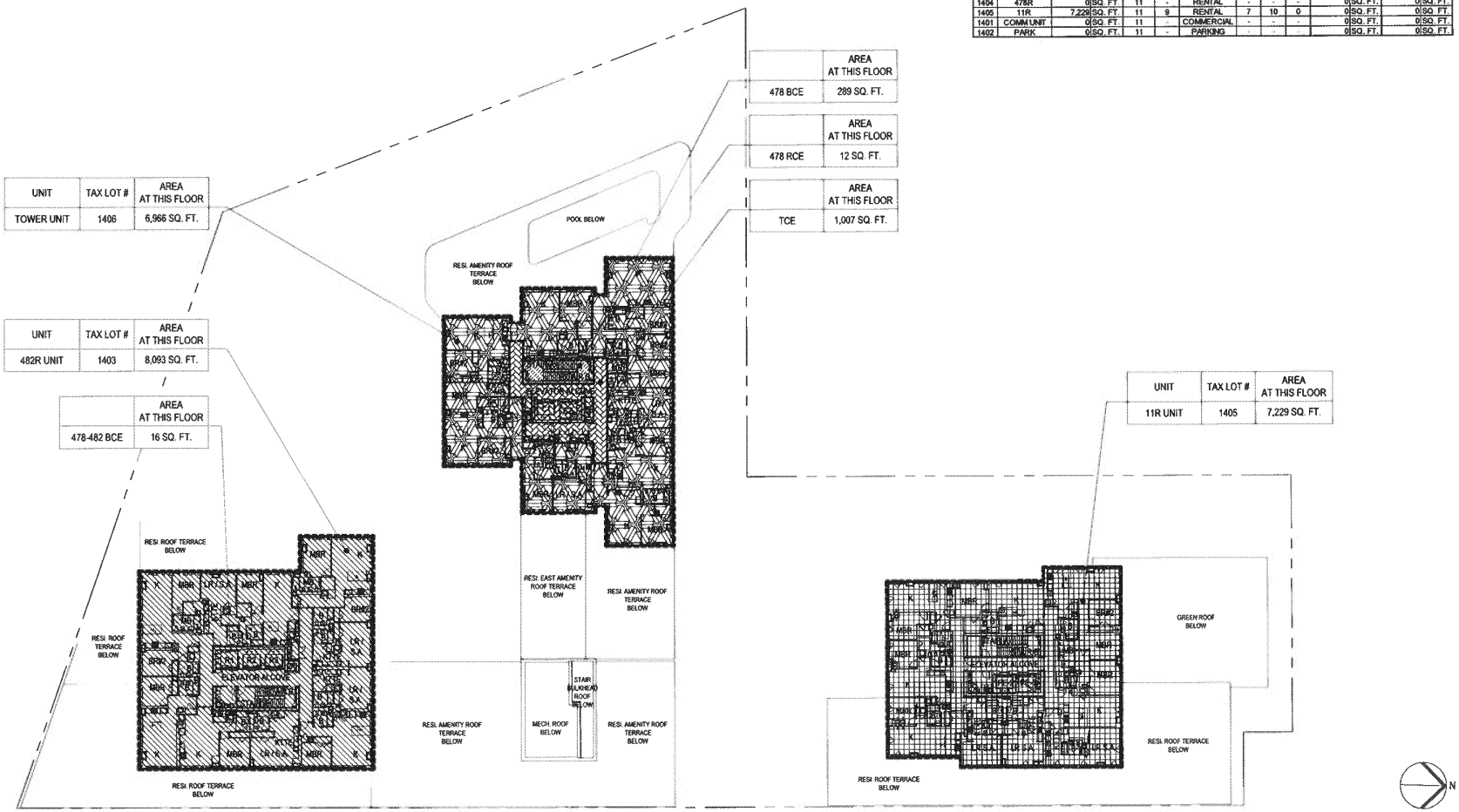
	AREA AT THIS FLOOR
TCE	1,007 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
TOWER UNIT	1406	6,966 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
482R UNIT	1403	8,093 SQ. FT.

	AREA AT THIS FLOOR
478-482 BCE	16 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
11R UNIT	1405	7,229 SQ. FT.



LEGEND & LOT INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403	8,093 SQ. FT.		478 RENTAL UNIT (478R UNIT)	1404			11 RENTAL UNIT (11R UNIT)	1405	7,229 SQ. FT.
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A			478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A			11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A	
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A			478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A	289 SQ. FT.		11 BUILDING COMMON ELEMENT (11 BCE)	N/A	
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	12 SQ. FT.				
	TOWER UNITS (TU)	1406	6,966 SQ. FT.		TOWER COMMON ELEMENT (TCE)	N/A	1,007 SQ. FT.		COMMERCIAL UNIT (COMM UNIT)	1401	
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A							COMMERCIAL EXTERIOR COMMON ELEMENT (COMM EXT)	N/A	

GROSS FLOOR AREA		23,612 SQ. FT.
PARKING UNIT (PARK)	1402	
GENERAL COMMON ELEMENT (GCE)	N/A	
478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	16 SQ. FT.
478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A	
11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A	

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY, ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

MEASURED VERTICALLY, EACH UNIT CONSISTS OF THE VOLUME FROM THE TOP OF THE FLOOR SLAB BELOW (LOCATED UNDER THE FINISH FLOORING AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE FLOOR SLAB ABOVE.

AS IS CUSTOMARY IN NEW YORK CITY, THE SQUARE FOOT AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA OF SUCH UNIT.

THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: 470 KENT AVE ASSOCIATES LLC
C/O NAFTALI GROUP

ADDRESS: 152 WEST 57TH STREET, 45TH FLOOR
NEW YORK, NY 10019

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDING, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS, AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

REGISTERED ARCHITECT
DAVID CHARLES WEST
020801
STATE OF NEW YORK

NOTARIZATION
SWORN TO ME BEFORE THIS
30 DAY OF MAY 2025

STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Suffolk County
01RA0020464
MY COMMISSION EXPIRES 01/30/2028

TAX LOT CERTIFICATION

THE UNIT DESIGNATION AND PERCENTAGE OF COMMON INTEREST NUMBERS SHOWN HEREON CONFORM TO THE RECORDS OF THE TAX MAPPING DEPARTMENT FOR THE TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN

DATE: 6/4/2025

TAX MAP SPECIALIST, PROPERTY DIVISION

HILL | WEST ARCHITECTS
11 BROADWAY
12TH FLOOR
NEW YORK, NY 10004
T. 212 213 9007

PROJECT:
WILLIAMSBURG WHARF CONDOMINIUM

EXISTING

DRAWING TITLE:

	482 KENT AVE	478-480 KENT AVE	11 WHARF WAY
MARKETING FL:	12TH	12TH	12TH
CONSTRUCTION FL:	11TH	11TH	11TH

DATE: 05/30/2025
PROJECT No: 19A06
SCALE: 1" = 32'-0"
SHEET SIZE: 22" X 14"

INCLUDED IN SCOPE OF THIS AMENDMENT

EXCLUDED FROM SCOPE OF THIS AMENDMENT BUT TO REMAIN INCLUDED IN CONDOMINIUM #6148 AS NO CHANGES WERE MADE

TAX LOT	UNIT NO.	UNIT AREA SQ.FT.	FLOOR NO. (COMBINATION)	TOTAL UNITS	USE TYPE	NO. BDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (EFFICIENT COMMON ELEMENT)
1433	12A	1,155 SQ. FT.	11	1	CONDO	2	2	0	0 SQ. FT.	0 SQ. FT.
1434	12B	1,019 SQ. FT.	11	1	CONDO	2	2	0	0 SQ. FT.	0 SQ. FT.
1435	12C	860 SQ. FT.	11	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1436	12D	1,622 SQ. FT.	11	1	CONDO	3	3	0	0 SQ. FT.	0 SQ. FT.
1437	12E	433 SQ. FT.	11	1	CONDO	0	1	0	0 SQ. FT.	0 SQ. FT.
1438	12F	628 SQ. FT.	11	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1439	12G	820 SQ. FT.	11	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1440	12H	429 SQ. FT.	11	1	CONDO	0	1	0	0 SQ. FT.	0 SQ. FT.
1401	482CU	0 SQ. FT.	11	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1406	11CU	0 SQ. FT.	11	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1408	11PU	0 SQ. FT.	11	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1407	478PU	0 SQ. FT.	11	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	482PU	0 SQ. FT.	11	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
12C	1435	860 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
12B	1434	1,019 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
12A	1433	1,155 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
482R UNIT	1403	8,093 SQ. FT.

	AREA AT THIS FLOOR
478-482 BCE	16 SQ. FT.

	AREA AT THIS FLOOR
478 BCE	289 SQ. FT.

	AREA AT THIS FLOOR
478 RCE	12 SQ. FT.

	AREA AT THIS FLOOR
TCE	1,007 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
12D	1436	1,622 SQ. FT.

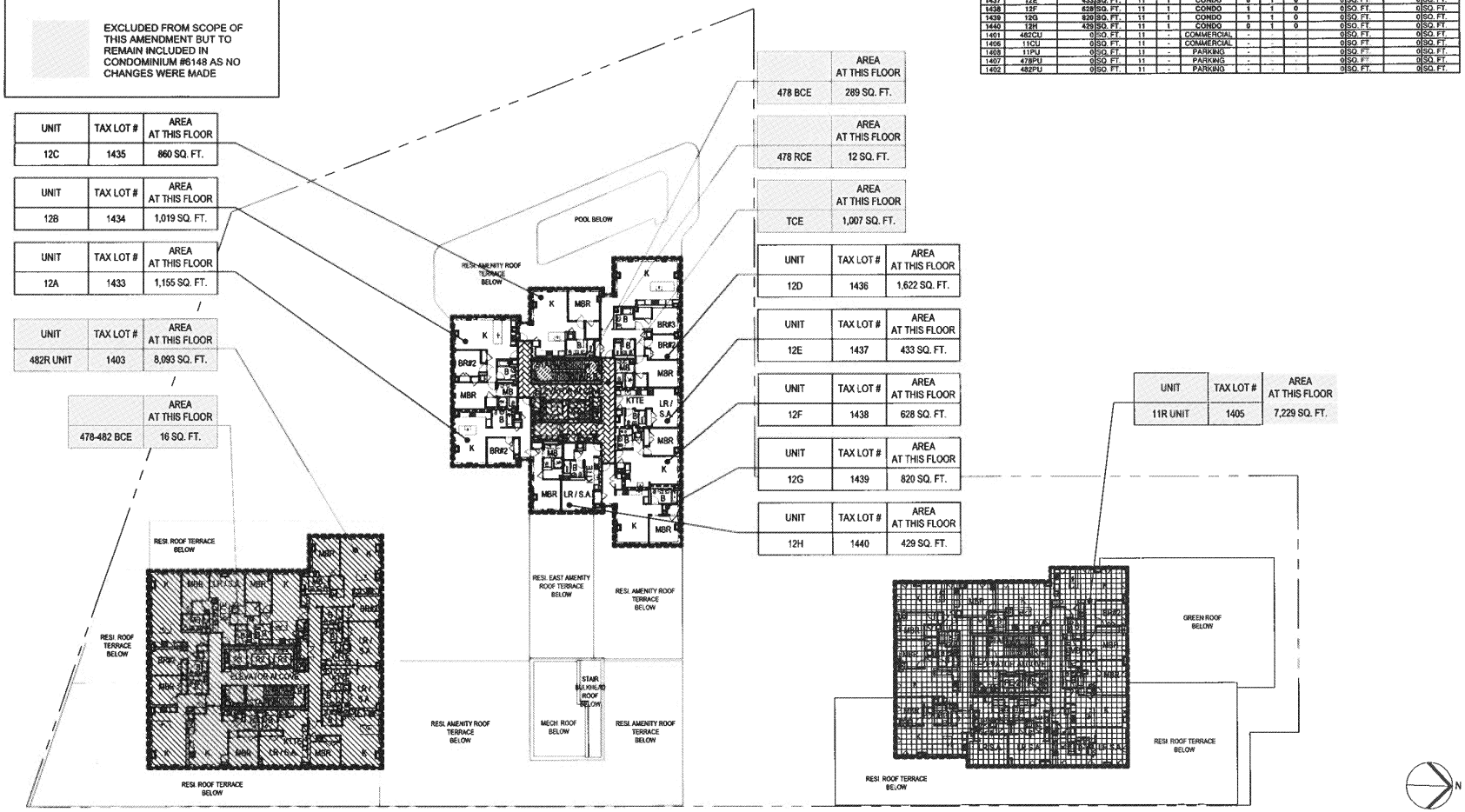
UNIT	TAX LOT #	AREA AT THIS FLOOR
12E	1437	433 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
12F	1438	628 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
12G	1439	820 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
12H	1440	429 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
11R UNIT	1405	7,229 SQ. FT.



LEGEND & LOT INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403	8,093 SQ. FT.		478 RENTAL UNIT (478R UNIT)	1404			11 RENTAL UNIT (11R UNIT)	1405	7,229 SQ. FT.		478-480 PARKING UNIT (478PU)	1407	
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A			478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A			11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A			11 PARKING UNIT (11PU)	1408	
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A			478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A	289 SQ. FT.		11 BUILDING COMMON ELEMENT (11 BCE)	N/A			GENERAL COMMON ELEMENT (GCE)	N/A	
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	12 SQ. FT.		482 COMMERCIAL UNIT (482CU)	1401			478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	16 SQ. FT.
		1433							11 COMMERCIAL UNIT (11CU)	1406			478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A	
	UNITS 12A THRU 12H	TO 1440	6,966 SQ. FT.		TOWER COMMON ELEMENT (TCE)	N/A	1,007 SQ. FT.		482 COMMERCIAL EXTERIOR COMMON ELEMENT (482 COMM EXT)	N/A			11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A	
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A							482 PARKING UNIT (482PU)	1402					

GROSS FLOOR AREA 23,612 SQ. FT.

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY, ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

MEASURED VERTICALLY, EACH UNIT CONSISTS OF THE VOLUME FROM THE TOP OF THE FLOOR SLAB BELOW (LOCATED UNDER THE FINISH FLOORING AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE FLOOR SLAB ABOVE.

AS IS CUSTOMARY IN NEW YORK CITY, THE SQUARE FOOT AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA OF SUCH UNIT

THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: **470 KENT AVE ASSOCIATES LLC**
C/O NAFTALI GROUP

ADDRESS: **152 WEST 57TH STREET, 45TH FLOOR**
NEW YORK, NY 10019

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDING, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS, AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

REGISTERED ARCHITECT DAVID CHARLES WEST STATE OF NEW YORK 020801

NOTARIZATION SWORN TO ME BEFORE THIS 30 DAY OF May 2025

STATE OF NEW YORK NOTARY PUBLIC Qualified in Suffolk County 01RA0020464 MY COMMISSION EXPIRES 01/30/2026

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE 6/4/2025

TAX MAP SPECIALIST, PROPERTY DIVISION

HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T. 212 213 8007

PROJECT:
WILLIAMSBURG WHARF CONDOMINIUM

PROPOSED

DRAWING TITLE:	482 KENT AVE	478-480 WILLIAMSBURG AVE	11 WHARF WAY
MARKETING FL:	12TH	12TH	12TH
CONSTRUCTION FL:	11TH	11TH	11TH

DATE: 05/30/2025
PROJECT No: 19A06
SCALE: 1" = 32'-0"
SHEET SIZE: 22" X 14"

TAX LOT	UNIT NO.	UNIT AREA SQ.FT.	FLOOR NO. (CONSTRUCTION)	TOTAL UNITS	USE TYPE	NO BDRMS	NO BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (EXTERIOR COMMON ELEMENT)
1403	482R	8,093 SQ. FT.	12	10	RENTAL	8	12	0	0 SQ. FT.	0 SQ. FT.
1406	TU	6,966 SQ. FT.	12	8	CONDO	10	12	0	0 SQ. FT.	0 SQ. FT.
1404	478R	0 SQ. FT.	12	-	RENTAL				0 SQ. FT.	0 SQ. FT.
1405	11R	7,229 SQ. FT.	12	9	RENTAL	7	10	0	0 SQ. FT.	0 SQ. FT.
1401	COMM UNIT	0 SQ. FT.	12	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	0 SQ. FT.	12	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
TOWER UNIT	1406	6,966 SQ. FT.

UNIT	AREA AT THIS FLOOR
478 BCE	289 SQ. FT.

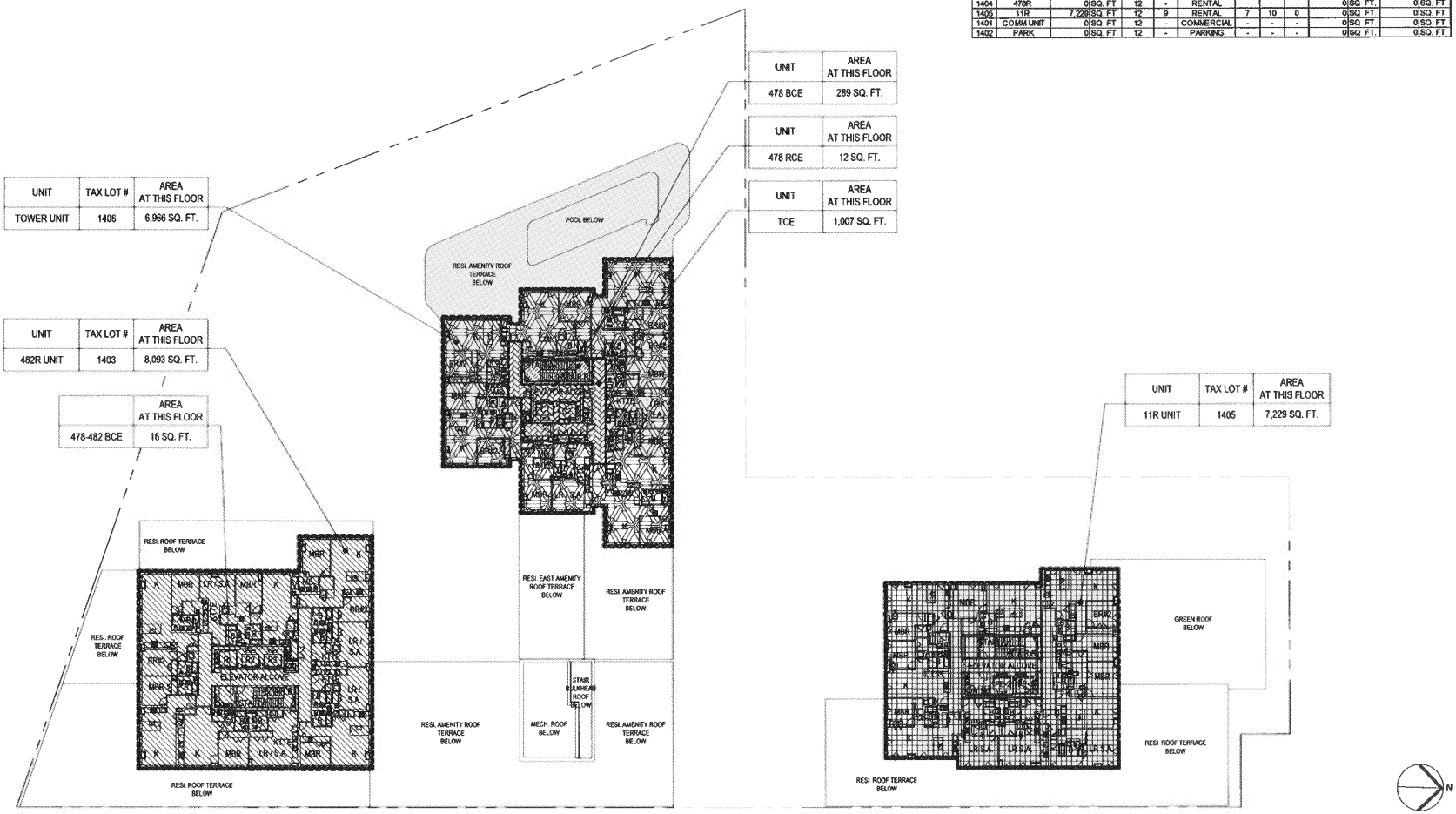
UNIT	AREA AT THIS FLOOR
478 RCE	12 SQ. FT.

UNIT	AREA AT THIS FLOOR
TCE	1,007 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
482R UNIT	1403	8,093 SQ. FT.

	AREA AT THIS FLOOR
478-482 BCE	16 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
11R UNIT	1405	7,229 SQ. FT.



LEGEND & LOT INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403	8,093 SQ. FT.		478 RENTAL UNIT (478R UNIT)	1404	0 SQ. FT.		11 RENTAL UNIT (11R UNIT)	1405	7,229 SQ. FT.
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A	-		478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A	-		11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A	-
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A	-		478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A	289 SQ. FT		11 BUILDING COMMON ELEMENT (11 BCE)	N/A	-
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	12 SQ. FT				
	TOWER UNITS (TU)	1406	6,966 SQ. FT		TOWER COMMON ELEMENT (TCE)	N/A	1,007 SQ. FT		COMMERCIAL UNIT (COMM UNIT)	1401	0 SQ. FT
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A	-						COMMERCIAL EXTERIOR COMMON ELEMENT (COMM EXT)	N/A	-

GROSS FLOOR AREA — 23,612 SQ. FT.

	PARKING UNIT (PARK)	1402	0 SQ. FT.
	GENERAL COMMON ELEMENT (GCE)	N/A	0 SQ. FT.
	478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	16 SQ. FT
	478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A	0 SQ. FT.
	11 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A	0 SQ. FT.

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY ALONG A S[illegible] LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS [illegible] UNITS, MECHANICAL PIPES, SHAFTS, SHAFTWAY[illegible] CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT[illegible] EACH UNI[illegible] THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT [illegible]ROM ANOTHER UNIT, OR SEPARATING ONE UNIT FROM CORRIDORS[illegible]TAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SP[illegible] OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOS[illegible] POINT OF THE EXTERIOR SIDE OF THE [illegible] EXTERIOR WALL[illegible] EACH UNIT IS MEASURED VERTICALLY FROM THE [illegible] OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CE[illegible]NG.

MEASURED VERTICALLY, EACH UNIT CONSISTS [illegible] THE [illegible]UME FROM THE TOP OF THE FLOOR SLAB BELOW [illegible]OCATED UNDER THE FINISH FLOORING AND SUB-FLOOR MATERIALS, T[illegible] THE UNDERS[illegible] THE [illegible]OOR SLAB ABOVE.

AS IS CUSTOMARY IN NEW YORK CITY, [illegible] SQUARE F[illegible] AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA [illegible] SUCH UNIT.

THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICA[illegible] ON EACH SHEET OF THE [illegible]OOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: 470 KENT AVE ASSOCIATES LLC
C/O NAFTALI GROUP

ADDRESS: 152 WEST 57TH STREET, 45TH FLOOR
NEW YORK, NY 10019

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

THIS IS TO CERTIFY THAT THIS [illegible] AN ACCURATE COPY [illegible] A PORTION OF THE PLANS OF THE BUILDING AS F[illegible] WITH AND APPROVED BY THE DEPARTMENT OF BUILDING[illegible] NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT [illegible]OCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS SHOWN.

REGISTERED ARCHITECT DAVID CHARLES WEST 020801 STATE OF NEW YORK

NOTARIZATION
SWORN TO ME BEFORE [illegible] RANGO
30 DAY OF MAY, 2025
STATE OF NEW YORK NOTARY PUBLIC Qualified Suffolk County 01RA0020464

TAX LOT CERTIFICATION

THE UNIT DESIGNATION AND PRELIMINARY TAX LOT NUMBER [illegible] HEREON CONFORM TO THE OFFICE TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN

DATE 6/4/2025

TAX MAP SPECIALIST, PROPERTY DIVISION

HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T. 212 213 8007

PROJECT
WILLIAMSBURG WHARF CONDOMINIUM

EXISTING

DRAWING TITLE	482 KENT AVE	478-480 KENT AVE	11 WHARF WAY
MARKETING FL:	12TH	12TH	12TH
CONSTRUCTION FL:	12TH	12TH	12TH

DATE 05/30/2025
PROJECT No 19A06
SCALE 1" = 32'-0"
SHEET SIZE 22" X 14"

INCLUDED IN SCOPE OF THIS AMENDMENT

EXCLUDED FROM SCOPE OF THIS AMENDMENT BUT TO REMAIN INCLUDED IN CONDOMINIUM #6148 AS NO CHANGES WERE MADE

UNIT	TAX LOT #	AREA AT THIS FLOOR
14C	1443	860 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
14B	1442	1,019 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
14A	1441	1,155 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
482R UNIT	1403	8,093 SQ. FT.

	AREA AT THIS FLOOR
478-482 BCE	16 SQ. FT.

UNIT	AREA AT THIS FLOOR
478 BCE	289 SQ. FT.

UNIT	AREA AT THIS FLOOR
478 RCE	12 SQ. FT.

UNIT	AREA AT THIS FLOOR
TCE	1,007 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
14D	1444	1,622 SQ. FT.

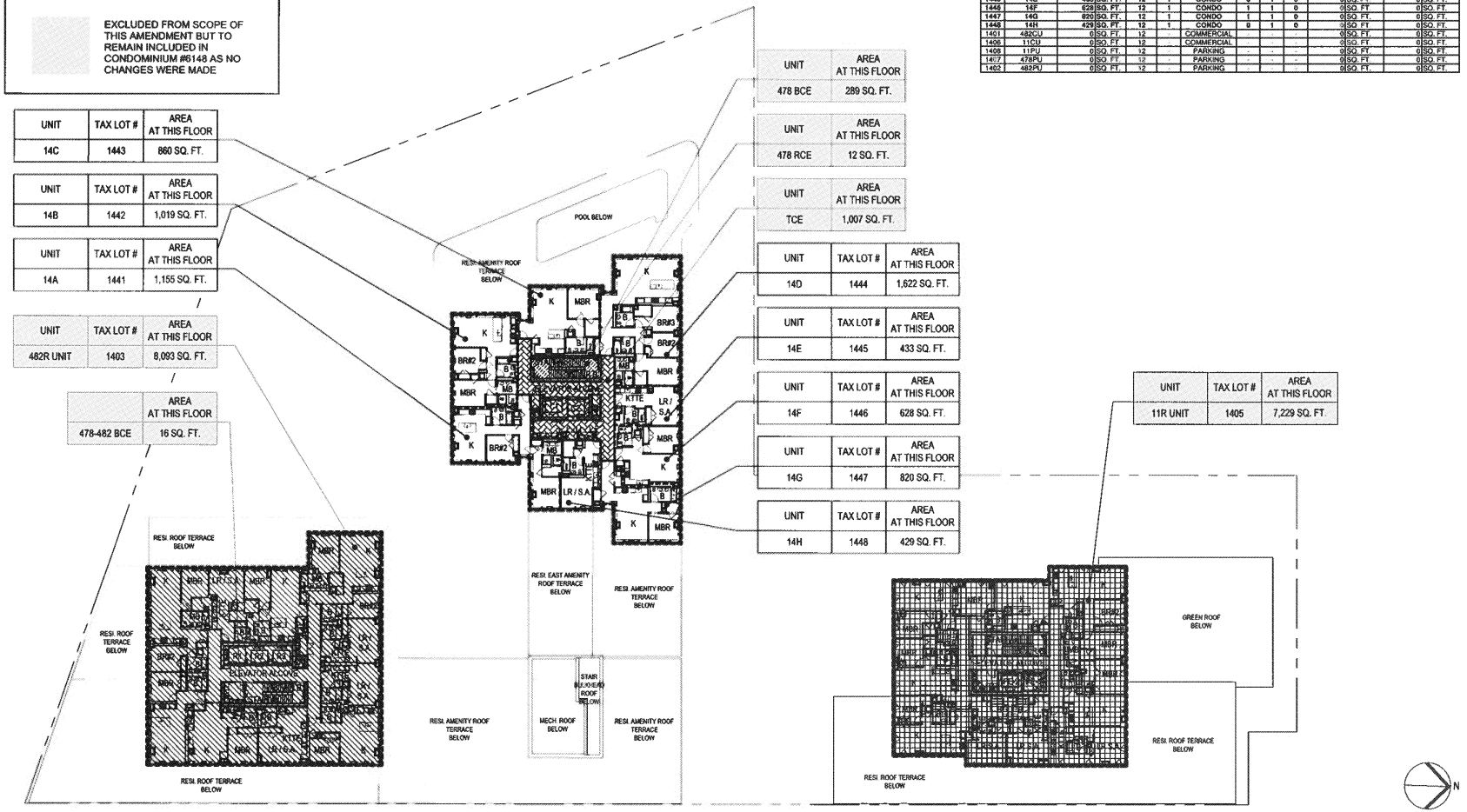
UNIT	TAX LOT #	AREA AT THIS FLOOR
14E	1445	433 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
14F	1446	628 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
14G	1447	820 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
14H	1448	429 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
11R UNIT	1405	7,229 SQ. FT.



TAX LOT	UNIT NO.	UNIT AREA SQ.FT.	FLOOR NO. CONFIGURATION	TOTAL UNITS	USE TYPE	NO. BDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (EXTERIOR COMMON ELEMENT)
1441	14A	1,155 SQ. FT.	12	1	CONDO	2	2	0	0 SQ. FT.	0 SQ. FT.
1442	14B	1,019 SQ. FT.	12	1	CONDO	2	2	0	0 SQ. FT.	0 SQ. FT.
1443	14C	860 SQ. FT.	12	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1444	14D	1,622 SQ. FT.	12	1	CONDO	3	3	0	0 SQ. FT.	0 SQ. FT.
1445	14E	433 SQ. FT.	12	1	CONDO	0	1	0	0 SQ. FT.	0 SQ. FT.
1446	14F	628 SQ. FT.	12	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1447	14G	820 SQ. FT.	12	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1448	14H	429 SQ. FT.	12	1	CONDO	0	1	0	0 SQ. FT.	0 SQ. FT.
1401	482CU	0 SQ. FT.	12	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1406	11CU	0 SQ. FT.	12	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1408	11PU	0 SQ. FT.	12	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1407	478PU	0 SQ. FT.	12	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	482PU	0 SQ. FT.	12	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY, ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (EXCLUDING MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

MEASURED VERTICALLY, EACH UNIT CONSISTS OF THE VOLUME FROM THE TOP OF THE FLOOR SLAB BELOW (LOCATED UNDER THE FINISH FLOORING AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE FLOOR SLAB ABOVE.

AS IS CUSTOMARY IN NEW YORK CITY, THE SQUARE FOOT AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA OF SUCH UNIT.

THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: **470 KENT AVE ASSOCIATES LLC**
C/O NAFTALI GROUP

ADDRESS: **152 WEST 57TH STREET, 45TH FLOOR**
NEW YORK, NY 10019

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDING, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS, AND APPROXIMATE DIMENSIONS OF THE UNITS SHOWN.

REGISTERED ARCHITECT — DAVID CHARLES — 020801 — STATE OF NEW YORK

NOTARIZATION
SWORN TO ME BEFORE THIS
30 DAY OF SEPTEMBER 2025

STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Suffolk County
No. 01RA0020464
My Commission Expires 07/07/2028

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: 10/1/2025

TAX MAP SPECIALIST: PROPERTY DIVISION

HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T. 212 213 8007

PROJECT:
WILLIAMSBURG WHARF CONDOMINIUM

PROPOSED	482 KENT AVE	478-480 KENT AVE	11 WHARF WAY
DRAWING TITLE:			
MARKETING FL:	14TH	14TH	14TH
CONSTRUCTION FL:	12TH	12TH	12TH

DATE: 05/30/2025
PROJECT No: 19A06
SCALE: 1" = 32'-0"
SHEET SIZE: 22" X 14"

LEGEND & LOT INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403	8,093 SQ. FT.		478 RENTAL UNIT (478R UNIT)	1404			11 RENTAL UNIT (11R UNIT)	1405	7,229 SQ. FT.
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A			478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A			11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A	
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A			478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A	289 SQ. FT.		11 BUILDING COMMON ELEMENT (11 BCE)	N/A	
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	12 SQ. FT.		482 COMMERCIAL UNIT (482CU)	1401	
									11 COMMERCIAL UNIT (11CU)	1406	
	UNITS 14A THRU 14H	1441 TO 1448	6,965 SQ. FT.		TOWER COMMON ELEMENT (TCE)	N/A	1,007 SQ. FT.		482 COMMERCIAL EXTERIOR COMMON ELEMENT (482 COMM EXT)	N/A	
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A							482 PARKING UNIT (482PU)	1402	

GROSS FLOOR AREA	23,612 SQ. FT.	
478-480 PARKING UNIT (478PU)	1407	
11 PARKING UNIT (11PU)	1408	
GENERAL COMMON ELEMENT (GCE)	N/A	
478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	16 SQ. FT.
478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A	
11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A	

TAX LOT	UNIT NO.	UNIT AREA SQ.FT.	FLOOR NO. (CONSTRUCTION)	TOTAL UNITS	USE TYPE	NO. BEDROMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (EXTERIOR COMMON ELEMENT)
1403	482R	8,093 SQ. FT.	13	10	RENTAL	8	12	0	0 SQ. FT.	0 SQ. FT.
1406	TU	7,043 SQ. FT.	13	8	CONDO	10	12	0	0 SQ. FT.	0 SQ. FT.
1404	478R	0 SQ. FT.	13	-	RENTAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1405	11R	7,229 SQ. FT.	13	9	RENTAL	7	10	0	0 SQ. FT.	0 SQ. FT.
1401	COMM UNIT	0 SQ. FT.	13	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	0 SQ. FT.	13	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1403	482R	8,093 SQ. FT.	14	10	RENTAL	8	12	0	0 SQ. FT.	0 SQ. FT.
1406	TU	7,043 SQ. FT.	14	8	CONDO	10	12	0	0 SQ. FT.	0 SQ. FT.
1404	478R	0 SQ. FT.	14	-	RENTAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1405	11R	7,229 SQ. FT.	14	9	RENTAL	7	10	0	0 SQ. FT.	0 SQ. FT.
1401	COMM UNIT	0 SQ. FT.	14	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	0 SQ. FT.	14	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.

UNIT	AREA AT THIS FLOOR
478 BCE	287 SQ. FT.

UNIT	AREA AT THIS FLOOR
478 RCE	12 SQ. FT.

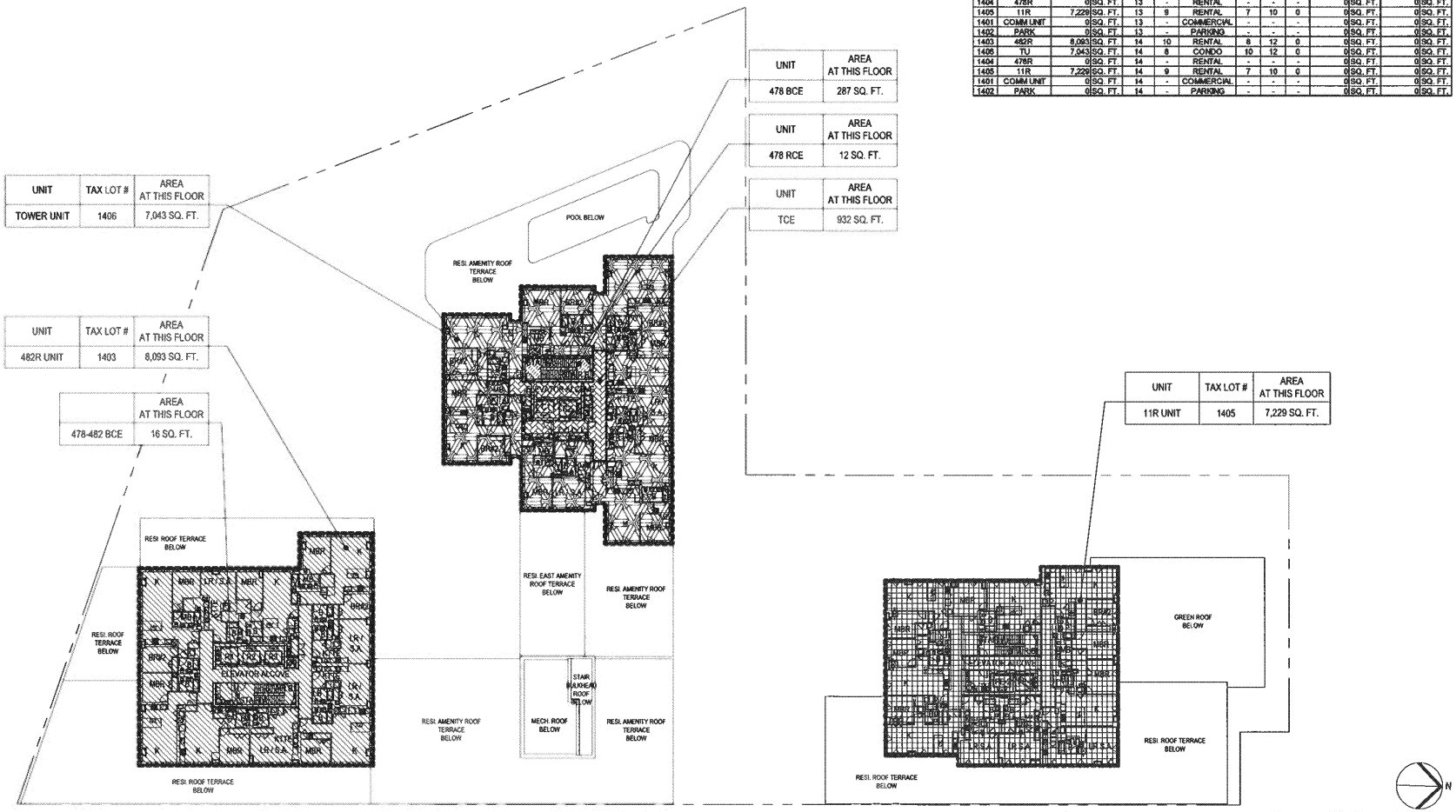
UNIT	AREA AT THIS FLOOR
TCE	932 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
TOWER UNIT	1406	7,043 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
482R UNIT	1403	8,093 SQ. FT.

	AREA AT THIS FLOOR
478-482 BCE	16 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
11R UNIT	1405	7,229 SQ. FT.



LEGEND & LOT INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403	8,093 SQ. FT.		478 RENTAL UNIT (478R UNIT)	1404			11 RENTAL UNIT (11R UNIT)	1405	7,229 SQ. FT.
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A			478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A			11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A	
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A			478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A	287 SQ. FT.		11 BUILDING COMMON ELEMENT (11 BCE)	N/A	
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	12 SQ. FT.				
	TOWER UNITS (TU)	1406	7,043 SQ. FT.		TOWER COMMON ELEMENT (TCE)	N/A	932 SQ. FT.		COMMERCIAL UNIT (COMM UNIT)	1401	
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A							COMMERCIAL EXTERIOR COMMON ELEMENT (COMM EXT)	N/A	

GROSS FLOOR AREA		23,612 SQ. FT.	
	PARKING UNIT (PARK)	1402	
	GENERAL COMMON ELEMENT (GCE)	N/A	
	478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	16 SQ. FT.
	478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A	
	11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A	

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY, ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

MEASURED VERTICALLY, EACH UNIT CONSISTS OF THE VOLUME FROM THE TOP OF THE FLOOR SLAB BELOW (LOCATED UNDER THE FINISH FLOORING AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE FLOOR SLAB ABOVE.

AS IS CUSTOMARY IN NEW YORK CITY, THE SQUARE FOOT AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA OF SUCH UNIT.

THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: **470 KENT AVE ASSOCIATES LLC**
C/O NAFTALI GROUP

ADDRESS: **152 WEST 57TH STREET, 45TH FLOOR**
NEW YORK, NY 10019

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDING, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS, AND APPROXIMATE DIMENSIONS OF THE UNITS SHOWN.

REGISTERED ARCHITECT
DAVID CHARLES WEST
020801
STATE OF NEW YORK

NOTARIZATION
SWORN TO ME BEFORE THIS 30 DAY OF MAY 2025
MARIA BIANCO
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Suffolk County
01RA0020464

TAX LOT CERTIFICATION

THE TAX LOT NUMBERS AND THE BOUNDARIES SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN

DATE: 6/4/2025

TAX MAP SPECIALIST, PROPERTY DIVISION

HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T. 212 213 8007

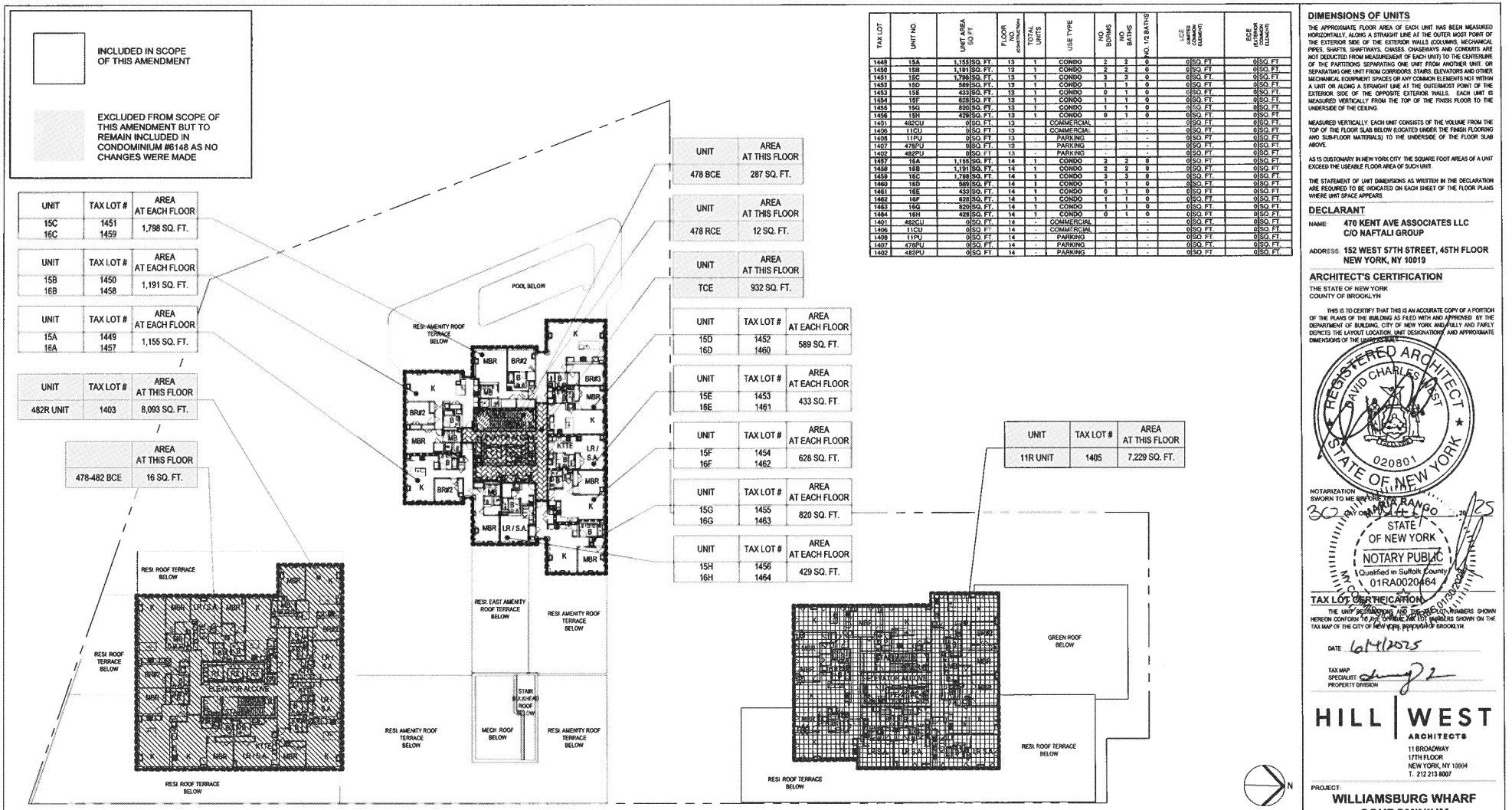
PROJECT:
WILLIAMSBURG WHARF CONDOMINIUM

EXISTING

DRAWING TITLE:
MARKETING FL:
CONSTRUCTION FL:

482 KENT AVE	478-480 KENT AVE	11 WHARF WAY
13TH-18TH	13TH-18TH	13TH-18TH
13TH-14TH	13TH-14TH	13TH-14TH

DATE: 05/30/2025
PROJECT No: 19A06
SCALE: 1" = 32'-0"
SHEET SIZE: 22" X 14"



TAX LOT	UNIT NO.	UNIT AREA SQ FT	FLOOR NO. (CONSTRUCTION)	TOTAL UNITS	USE TYPE	NO. BDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (EXCLUSIVE COMMON ELEMENT)
1448	15A	1,155 SQ. FT.	13	1	CONDO	2	2	0	0 SQ. FT.	0 SQ. FT.
1450	15B	1,191 SQ. FT.	13	1	CONDO	2	2	0	0 SQ. FT.	0 SQ. FT.
1451	15C	1,798 SQ. FT.	13	1	CONDO	3	3	0	0 SQ. FT.	0 SQ. FT.
1452	15D	589 SQ. FT.	13	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1453	15E	433 SQ. FT.	13	1	CONDO	0	1	0	0 SQ. FT.	0 SQ. FT.
1454	15F	628 SQ. FT.	13	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1455	15G	820 SQ. FT.	13	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1456	15H	429 SQ. FT.	13	1	CONDO	0	1	0	0 SQ. FT.	0 SQ. FT.
1401	482CU	0 SQ. FT.	13	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1406	11CU	0 SQ. FT.	13	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1408	11PU	0 SQ. FT.	13	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1407	478PU	0 SQ. FT.	13	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	482PU	0 SQ. FT.	13	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1457	16A	1,155 SQ. FT.	14	1	CONDO	2	2	0	0 SQ. FT.	0 SQ. FT.
1458	16B	1,191 SQ. FT.	14	1	CONDO	2	2	0	0 SQ. FT.	0 SQ. FT.
1459	16C	1,798 SQ. FT.	14	1	CONDO	3	3	0	0 SQ. FT.	0 SQ. FT.
1460	16D	589 SQ. FT.	14	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1461	16E	433 SQ. FT.	14	1	CONDO	0	1	0	0 SQ. FT.	0 SQ. FT.
1462	16F	628 SQ. FT.	14	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1463	16G	820 SQ. FT.	14	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1464	16H	429 SQ. FT.	14	1	CONDO	0	1	0	0 SQ. FT.	0 SQ. FT.
1401	482CU	0 SQ. FT.	14	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1406	11CU	0 SQ. FT.	14	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1408	11PU	0 SQ. FT.	14	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1407	478PU	0 SQ. FT.	14	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	482PU	0 SQ. FT.	14	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY, ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

MEASURED VERTICALLY, EACH UNIT CONSISTS OF THE VOLUME FROM THE TOP OF THE FLOOR SLAB BELOW (LOCATED UNDER THE FINISH FLOORING AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE FLOOR SLAB ABOVE.

AS IS CUSTOMARY IN NEW YORK CITY, THE SQUARE FOOT AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA OF SUCH UNIT.

THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: **470 KENT AVE ASSOCIATES LLC C/O NAFTALI GROUP**

ADDRESS: **152 WEST 57TH STREET, 45TH FLOOR NEW YORK, NY 10019**

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDING, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS SHOWN.

REGISTERED ARCHITECT DAVID CHARLES HILL STATE OF NEW YORK 020801

NOTARIZATION
SWORN TO ME BEFORE THIS 30 DAY OF MAY 2025
STATE OF NEW YORK NOTARY PUBLIC Qualified in Suffolk County 01RA0020464

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE ASSOCIATED NUMBERS SHOWN HEREON CONFORM TO THE SYSTEM OF UNIT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: 6/4/2025

TAX MAP SPECIALIST: PROPERTY DIVISION

HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T. 212 213 8007

PROJECT:
WILLIAMSBURG WHARF CONDOMINIUM

LEGEND & LOT INFORMATION															
	482 RENTAL UNIT (482R UNIT)	1403	8,093 SQ. FT.		478 RENTAL UNIT (478R UNIT)	1404			11 RENTAL UNIT (11R UNIT)	1405	7,229 SQ. FT.		478-480 PARKING UNIT (478PU)	1407	
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A			478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A			11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A			11 PARKING UNIT (11PU)	1408	
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A			478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A	287 SQ. FT.		11 BUILDING COMMON ELEMENT (11 BCE)	N/A			GENERAL COMMON ELEMENT (GCE)	N/A	
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	12 SQ. FT.		482 COMMERCIAL UNIT (482CU)	1401			478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	16 SQ. FT.
	UNITS 15A THRU 15H	1449 TO 1464	7,043 SQ. FT.						11 COMMERCIAL UNIT (11CU)	1406			478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A	
	UNITS 16A THRU 16H		7,043 SQ. FT.		TOWER COMMON ELEMENT (TCE)	N/A	932 SQ. FT.		482 COMMERCIAL EXTERIOR COMMON ELEMENT (482 COMM EXT)	N/A			11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A	
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A							482 PARKING UNIT (482PU)	1402					

GROSS FLOOR AREA		23,612 SQ. FT.
478-480 PARKING UNIT (478PU)	1407	
11 PARKING UNIT (11PU)	1408	
GENERAL COMMON ELEMENT (GCE)	N/A	
478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	16 SQ. FT.
478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A	
11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A	

PROPOSED

DRAWING TITLE:
MARKETING FL:
CONSTRUCTION FL:

482 KENT AVE	478-480 KENT AVE	11 WHARF WAY
15TH-16TH	15TH-16TH	15TH-16TH
13TH-14TH	13TH-14TH	13TH-14TH

DATE: 05/30/2025
PROJECT No: 19A06
SCALE: 1" = 32'-0"
SHEET SIZE: 22" X 14"

TAX LOT	UNIT NO.	UNIT AREA SQ.FT.	FLOOR NO. (CONSTRUCTION)	TOTAL UNITS	USE TYPE	NO. BDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (EXTERIOR COMMON ELEMENT)
1403	482R	8,093 SQ. FT.	15	10	RENTAL	8	12	0	0 SQ. FT.	0 SQ. FT.
1406	TU	7,043 SQ. FT.	15	8	CONDO	10	12	0	0 SQ. FT.	0 SQ. FT.
1404	478R	0 SQ. FT.	15	-	RENTAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1405	11R	7,229 SQ. FT.	15	9	RENTAL	7	10	0	0 SQ. FT.	0 SQ. FT.
1401	COMM UNIT	0 SQ. FT.	15	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	0 SQ. FT.	15	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.

UNIT	AREA AT THIS FLOOR
478 BCE	287 SQ. FT.

UNIT	AREA AT THIS FLOOR
478 RCE	12 SQ. FT.

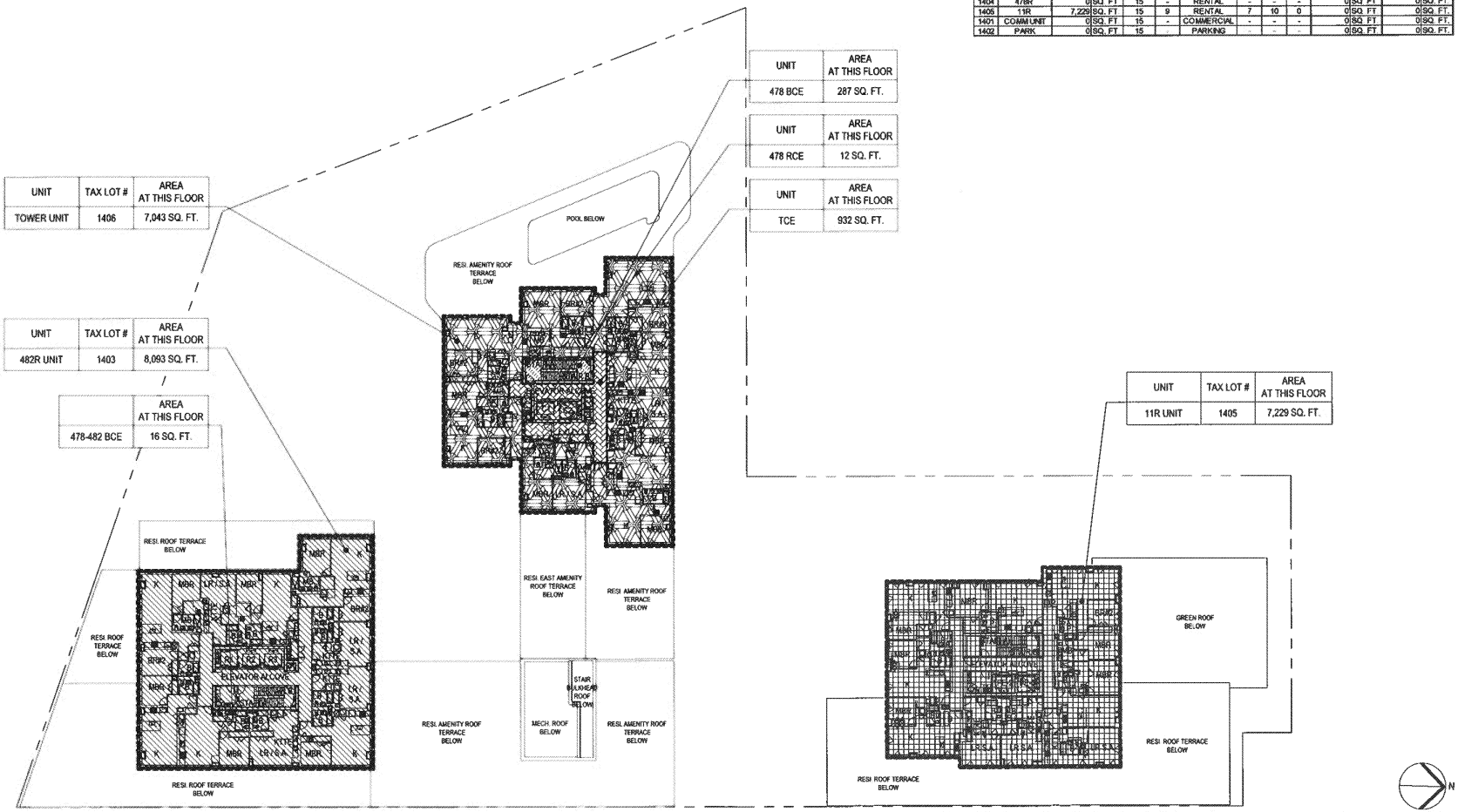
UNIT	AREA AT THIS FLOOR
TCE	932 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
TOWER UNIT	1406	7,043 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
482R UNIT	1403	8,093 SQ. FT.

	AREA AT THIS FLOOR
478-482 BCE	16 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
11R UNIT	1405	7,229 SQ. FT.



LEGEND & LOT INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403	8,093 SQ. FT.		478 RENTAL UNIT (478R UNIT)	1404			11 RENTAL UNIT (11R UNIT)	1405	7,229 SQ. FT.
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A			478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A			11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A	
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A			478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A	287 SQ. FT.		11 BUILDING COMMON ELEMENT (11 BCE)	N/A	
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	12 SQ. FT.				
	TOWER UNITS (TU)	1406	7,043 SQ. FT.		TOWER COMMON ELEMENT (TCE)	N/A	932 SQ. FT.		COMMERCIAL UNIT (COMM UNIT)	1401	
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A							COMMERCIAL EXTERIOR COMMON ELEMENT (COMM EXT)	N/A	

GROSS FLOOR AREA		23,612 SQ. FT.
PARKING UNIT (PARK)	1402	
GENERAL COMMON ELEMENT (GCE)	N/A	
478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	16 SQ. FT.
478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A	
11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A	

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY, ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

MEASURED VERTICALLY, EACH UNIT CONSISTS OF THE VOLUME FROM THE TOP OF THE FLOOR SLAB BELOW (LOCATED UNDER THE FINISH FLOORING AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE FLOOR SLAB ABOVE.

AS IS CUSTOMARY IN NEW YORK CITY, THE SQUARE FOOT AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA OF SUCH UNIT

THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: **470 KENT AVE ASSOCIATES LLC**
C/O NAFTALI GROUP

ADDRESS: **152 WEST 57TH STREET, 45TH FLOOR**
NEW YORK, NY 10019

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDING, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS, AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

REGISTERED ARCHITECT
DAVID CHARLEWEST
020801
STATE OF NEW YORK

NOTARIZATION
SWORN TO ME BEFORE ME THIS
30 DAY OF JUNE 2025

STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Suffolk County
01RA6020484
My Commission Expires 01/30/2028

TAX LOT CERTIFICATION

THE UNIT DESIGNATION NUMBERS AND LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE 6/4/2025

TAX MAP SPECIALIST PROPERTY DIVISION

HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T. 212 213 8007

PROJECT:
WILLIAMSBURG WHARF CONDOMINIUM

EXISTING

DRAWING TITLE:

	482 KENT AVE	478-480 KENT AVE	11 WHARF WAY
MARKETING FL:	17TH	17TH	17TH
CONSTRUCTION FL:	15TH	15TH	15TH

DATE: 05/30/2025

PROJECT No: 19A06

SCALE: 1" = 32'-0"

SHEET SIZE: 22" X 14"

INCLUDED IN SCOPE OF THIS AMENDMENT

EXCLUDED FROM SCOPE OF THIS AMENDMENT BUT TO REMAIN INCLUDED IN CONDOMINIUM #6148 AS NO CHANGES WERE MADE

UNIT	TAX LOT #	AREA AT THIS FLOOR
17C	1467	1,798 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
17B	1466	1,191 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
17A	1465	1,155 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
482R UNIT	1403	8,093 SQ. FT.

	AREA AT THIS FLOOR
478-482 BCE	16 SQ. FT.

UNIT	AREA AT THIS FLOOR
478 BCE	287 SQ. FT.

UNIT	AREA AT THIS FLOOR
478 RCE	12 SQ. FT.

UNIT	AREA AT THIS FLOOR
TCE	932 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
17D	1468	589 SQ. FT.

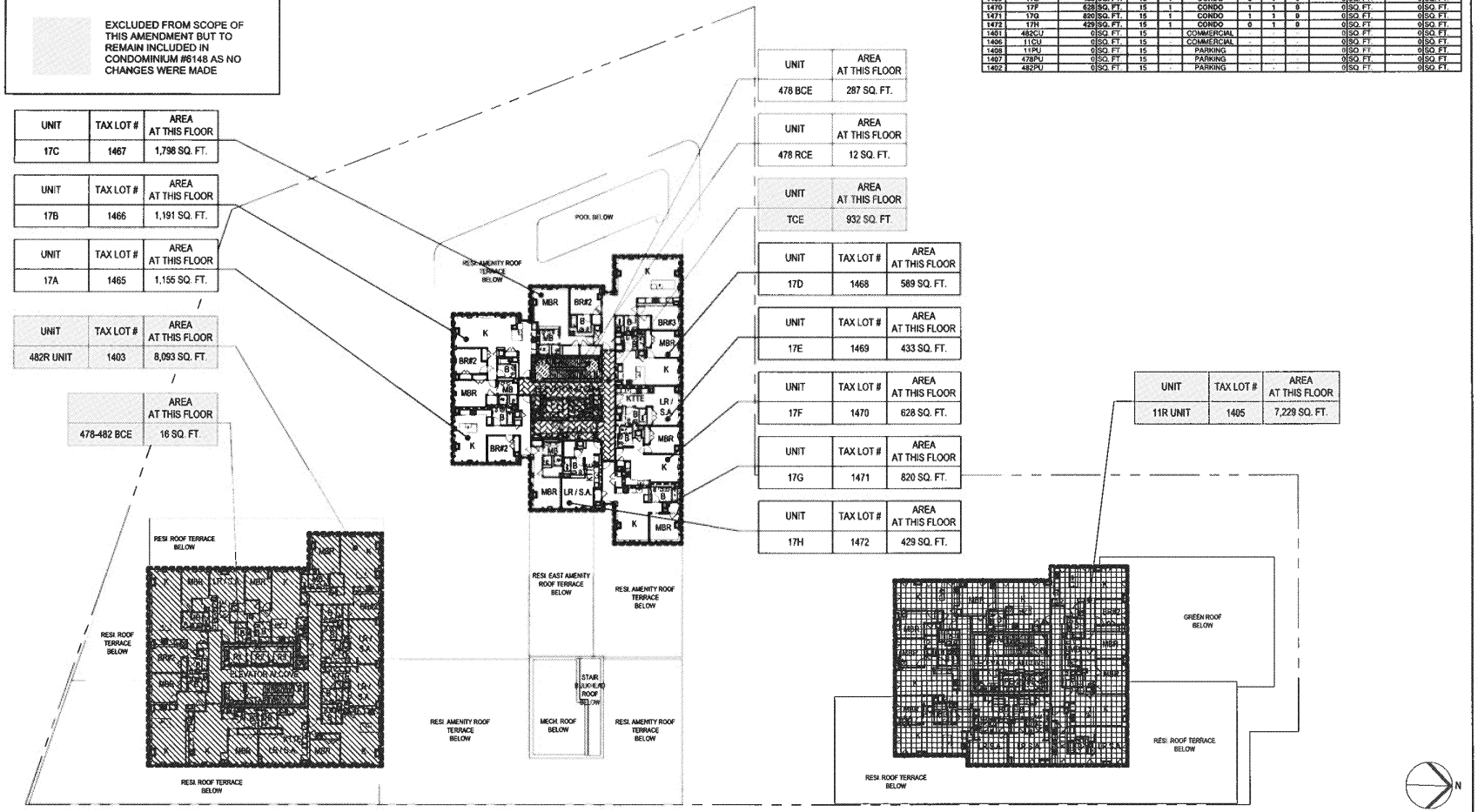
UNIT	TAX LOT #	AREA AT THIS FLOOR
17E	1469	433 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
17F	1470	628 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
17G	1471	820 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
17H	1472	429 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
11R UNIT	1405	7,229 SQ. FT.



TAX LOT	UNIT NO.	UNIT AREA SQ.FT.	FLOOR NO. (CONDOMINIUM)	TOTAL UNITS	USE TYPE	NO. BDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (EXCLUSIVE COMMON ELEMENT)
1465	17A	1,155 SQ. FT.	15	1	CONDO	2	2	0	0 SQ. FT.	0 SQ. FT.
1466	17B	1,191 SQ. FT.	15	1	CONDO	2	2	0	0 SQ. FT.	0 SQ. FT.
1467	17C	1,798 SQ. FT.	15	1	CONDO	3	3	0	0 SQ. FT.	0 SQ. FT.
1468	17D	589 SQ. FT.	15	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1469	17E	433 SQ. FT.	15	1	CONDO	0	1	0	0 SQ. FT.	0 SQ. FT.
1470	17F	628 SQ. FT.	15	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1471	17G	820 SQ. FT.	15	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1472	17H	429 SQ. FT.	15	1	CONDO	0	1	0	0 SQ. FT.	0 SQ. FT.
1401	482CU	0 SQ. FT.	15	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1406	11CU	0 SQ. FT.	15	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1408	11PU	0 SQ. FT.	15	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1407	478PU	0 SQ. FT.	15	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	482PU	0 SQ. FT.	15	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.

LEGEND & LOT INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403	8,093 SQ. FT.		478 RENTAL UNIT (478R UNIT)	1404			11 RENTAL UNIT (11R UNIT)	1405	7,229 SQ. FT.
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A			478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A			11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A	
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A			478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A	287 SQ. FT.		11 BUILDING COMMON ELEMENT (11 BCE)	N/A	
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	12 SQ. FT.		482 COMMERCIAL UNIT (482CU)	1401	
									11 COMMERCIAL UNIT (11CU)	1406	
	UNITS 17A THRU 17H	1465 TO 1472	7,043 SQ. FT.		TOWER COMMON ELEMENT (TCE)	N/A	932 SQ. FT.		482 COMMERCIAL EXTERIOR COMMON ELEMENT (482 COMM EXT)	N/A	
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A							482 PARKING UNIT (482PU)	1402	

	478-480 PARKING UNIT (478PU)	1407		GROSS FLOOR AREA	23,612 SQ. FT.
	11 PARKING UNIT (11PU)	1408			
	GENERAL COMMON ELEMENT (GCE)	N/A			
	478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	16 SQ. FT.		
	478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A			
	11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A			

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

MEASURED VERTICALLY, EACH UNIT CONSISTS OF THE VOLUME FROM THE TOP OF THE FLOOR SLAB BELOW (LOCATED UNDER THE FINISH FLOORING AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE FLOOR SLAB ABOVE.

AS IS CUSTOMARY IN NEW YORK CITY, THE SQUARE FOOT AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA OF SUCH UNIT.

THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: 479 KENT AVE ASSOCIATES LLC
C/O NAFTALI GROUP

ADDRESS: 152 WEST 57TH STREET, 45TH FLOOR
NEW YORK, NY 10019

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDING, CITY OF NEW YORK, AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS, AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

REGISTERED ARCHITECT DAVID CHARLES HILL STATE OF NEW YORK

NOTARIZATION
SWORN TO ME BEFORE THIS
30 DAY OF June 20 25
NOTARY PUBLIC
Qualified in Suffolk County
01RA6020464
MY COMMISSION EXPIRES 01/30/2028

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE 6/4/2025

TAX MAP SPECIALIST
PROPERTY DIVISION

HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T. 212 213 8007

PROJECT:
WILLIAMSBURG WHARF CONDOMINIUM

PROPOSED	482 KENT AVE	478-480 KENT AVE	11 WHARF WAY
MARKETING FL:	17TH	17TH	17TH
CONSTRUCTION FL:	15TH	15TH	15TH

DRAWING TITLE:

DATE: 05/30/2025
PROJECT No: 19A06
SCALE: 1" = 32'-0"
SHEET SIZE: 22" X 14"

TAX LOT	UNIT NO.	UNIT AREA SQ.FT.	FLOOR NO. (CONSTRUCTION)	TOTAL UNITS	USE TYPE	NO. BDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (EXTERIOR COMMON ELEMENT)
1403	482R	8,093 SQ. FT.	16	10	RENTAL	8	12	0	0 SQ. FT.	0 SQ. FT.
1406	TU	7,043 SQ. FT.	16	8	CONDO	10	12	0	0 SQ. FT.	0 SQ. FT.
1404	478R	0 SQ. FT.	16	-	RENTAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1405	11R	7,229 SQ. FT.	16	9	RENTAL	7	10	0	0 SQ. FT.	0 SQ. FT.
1401	COMM UNIT	0 SQ. FT.	16	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	0 SQ. FT.	16	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.

UNIT	AREA AT THIS FLOOR
478 BCE	287 SQ. FT.

UNIT	AREA AT THIS FLOOR
478 RCE	12 SQ. FT.

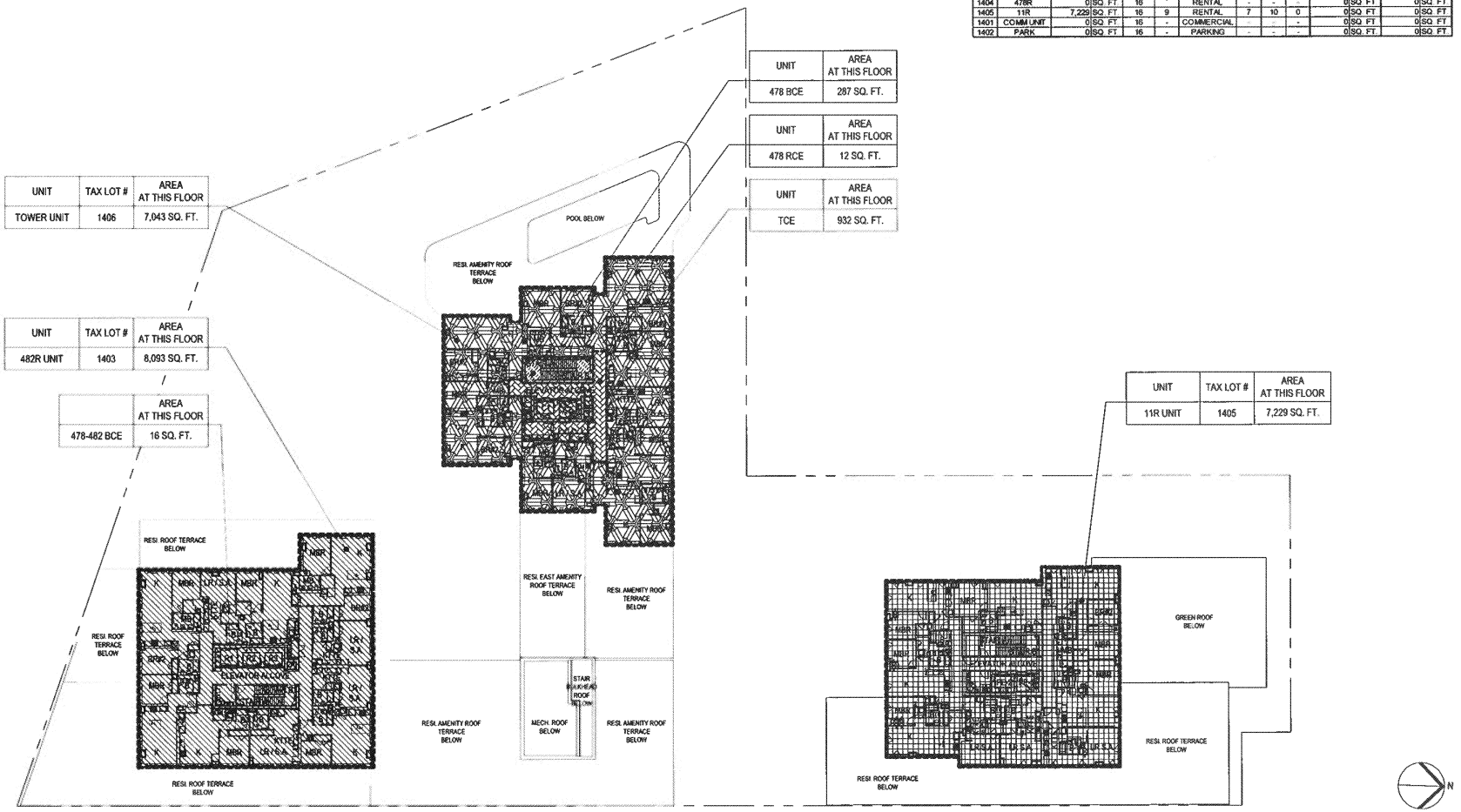
UNIT	AREA AT THIS FLOOR
TCE	932 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
TOWER UNIT	1406	7,043 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
482R UNIT	1403	8,093 SQ. FT.

	AREA AT THIS FLOOR
478-482 BCE	16 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
11R UNIT	1405	7,229 SQ. FT.



LEGEND & LOT INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403	8,093 SQ. FT.		478 RENTAL UNIT (478R UNIT)	1404			11 RENTAL UNIT (11R UNIT)	1405	7,229 SQ. FT.
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A			478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A			11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A	
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A			478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A	287 SQ. FT.		11 BUILDING COMMON ELEMENT (11 BCE)	N/A	
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	12 SQ. FT.				
	TOWER UNITS (TU)	1406	7,043 SQ. FT.		TOWER COMMON ELEMENT (TCE)	N/A	932 SQ. FT.		COMMERCIAL UNIT (COMM UNIT)	1401	
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A							COMMERCIAL EXTERIOR COMMON ELEMENT (COMM EXT)	N/A	

GROSS FLOOR AREA		23,612 SQ. FT.
	PARKING UNIT (PARK)	1402
	GENERAL COMMON ELEMENT (GCE)	N/A
	478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A 16 SQ. FT.
	478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A
	11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY, ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

MEASURED VERTICALLY, EACH UNIT CONSISTS OF THE VOLUME FROM THE TOP OF THE FLOOR SLAB BELOW (LOCATED UNDER THE FINISH FLOORING AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE FLOOR SLAB ABOVE.

AS IS CUSTOMARY IN NEW YORK CITY, THE SQUARE FOOT AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA OF SUCH UNIT.

THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: **470 KENT AVE ASSOCIATES LLC**
C/O NAFTALI GROUP

ADDRESS: **152 WEST 57TH STREET, 45TH FLOOR**
NEW YORK, NY 10019

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDING, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS, AND APPROXIMATE DIMENSIONS OF THE UNITS SHOWN.

REGISTERED ARCHITECT
DAVID CHARLES WEST
020801
STATE OF NEW YORK

NOTARIZATION:
SWORN TO ME BEFORE THIS
30 DAY OF MAY 2025

STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Suffolk County
01RA0020464
MY COMMISSION EXPIRES 01/30/2028

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE 6/4/2025

TAX MAP SPECIALIST
PROPERTY DIVISION

HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T. 212 213 8007

PROJECT:
WILLIAMSBURG WHARF CONDOMINIUM

EXISTING DRAWING TITLE:	482 KENT AVE	478-480 KENT AVE	11 WHARF WAY
MARKETING FL:	18TH	18TH	18TH
CONSTRUCTION FL:	16TH	16TH	16TH

DATE: 05/30/2025
PROJECT No: 19A06
SCALE: 1" = 32'-0"
SHEET SIZE: 22" X 14"

INCLUDED IN SCOPE OF THIS AMENDMENT

EXCLUDED FROM SCOPE OF THIS AMENDMENT BUT TO REMAIN INCLUDED IN CONDOMINIUM #6148 AS NO CHANGES WERE MADE

UNIT	TAX LOT #	AREA AT THIS FLOOR
18C	1475	1,798 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
18B	1474	1,191 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
18A	1473	1,155 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
482R UNIT	1403	8,093 SQ. FT.

	AREA AT THIS FLOOR
478-482 BCE	16 SQ. FT.

UNIT	AREA AT THIS FLOOR
478 BCE	287 SQ. FT.

UNIT	AREA AT THIS FLOOR
478 RCE	12 SQ. FT.

UNIT	AREA AT THIS FLOOR
TCE	932 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
18D	1476	589 SQ. FT.

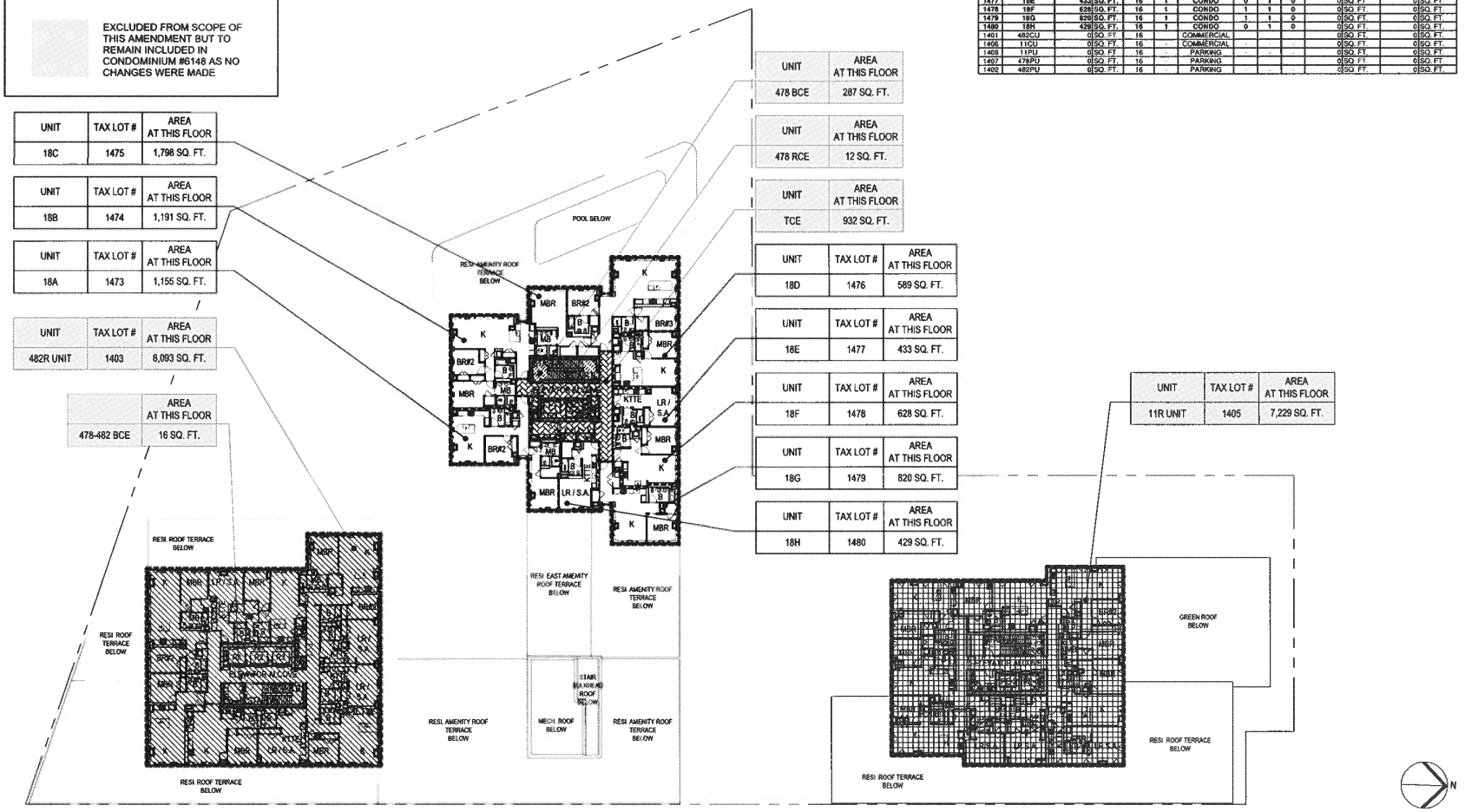
UNIT	TAX LOT #	AREA AT THIS FLOOR
18E	1477	433 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
18F	1478	628 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
18G	1479	820 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
18H	1480	429 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
11R UNIT	1405	7,229 SQ. FT.



TAX LOT	UNIT NO.	UNIT AREA SQ.FT.	FLOOR NO. (CONDOMINIUM)	TOTAL UNITS	USE TYPE	NO. BDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	GCE (GENERAL COMMON ELEMENT)
1473	18A	1,155 SQ. FT.	16	1	CONDO	2	2	0	0 SQ. FT.	0 SQ. FT.
1474	18B	1,191 SQ. FT.	16	1	CONDO	2	2	0	0 SQ. FT.	0 SQ. FT.
1475	18C	1,798 SQ. FT.	16	1	CONDO	3	3	0	0 SQ. FT.	0 SQ. FT.
1476	18D	589 SQ. FT.	16	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1477	18E	433 SQ. FT.	16	1	CONDO	0	1	0	0 SQ. FT.	0 SQ. FT.
1478	18F	628 SQ. FT.	16	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1479	18G	820 SQ. FT.	16	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1480	18H	429 SQ. FT.	16	1	CONDO	0	1	0	0 SQ. FT.	0 SQ. FT.
1401	482CU	0 SQ. FT.	16	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1406	11CU	0 SQ. FT.	16	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1403	11PU	0 SQ. FT.	16	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1407	478PU	0 SQ. FT.	16	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	482PU	0 SQ. FT.	16	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.

LEGEND & LOT INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403	8,093 SQ. FT.		478 RENTAL UNIT (478R UNIT)	1404			11 RENTAL UNIT (11R UNIT)	1405	7,229 SQ. FT.		478-480 PARKING UNIT (478PU)	1407	
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A			478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A			11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A			11 PARKING UNIT (11PU)	1408	
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A			478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A	287 SQ. FT.		11 BUILDING COMMON ELEMENT (11 BCE)	N/A			GENERAL COMMON ELEMENT (GCE)	N/A	
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	12 SQ. FT.		482 COMMERCIAL UNIT (482CU)	1401			478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	16 SQ. FT.
		1473 TO							11 COMMERCIAL UNIT (11CU)	1406			478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A	
	UNITS 18A THRU 18H	1480	7,043 SQ. FT.		TOWER COMMON ELEMENT (TCE)	N/A	932 SQ. FT.		482 COMMERCIAL EXTERIOR COMMON ELEMENT (482 COMM EXT)	N/A			11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A	
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A							482 PARKING UNIT (482PU)	1402					

GROSS FLOOR AREA 23,612 SQ. FT.

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

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DECLARANT

NAME: 470 KENT AVE ASSOCIATES LLC
C/O NAFTALI GROUP

ADDRESS: 152 WEST 57TH STREET, 45TH FLOOR
NEW YORK, NY 10019

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

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REGISTERED ARCHITECT DAVID CHARLES WEST 020801 STATE OF NEW YORK

NOTARIZATION SWORN TO ME BEFORE [illegible] ARIA BANGO
30 DAY OF APRIL 2025
NOTARY PUBLIC STATE OF NEW YORK
Qualified in Suffolk County
01RA6020464
MY COMMISSION EXPIRES 01/30/2028

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN

DATE 6/4/2025

TAX MAP SPECIALIST PROPERTY DIVISION

HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T 212 213 8007

PROJECT:
WILLIAMSBURG WHARF CONDOMINIUM

PROPOSED	482 KENT AVE	478-480 KENT AVE	11 WHARF WAY
DRAWING TITLE			
MARKETING FL:	18TH	18TH	18TH
CONSTRUCTION FL:	16TH	16TH	16TH

DATE: 05/30/2025
PROJECT No: 19A06
SCALE 1" = 32'-0"
SHEET SIZE 22" X 14"

TAX LOT	UNIT NO	UNIT AREA SQ.FT.	FLOOR NO. (CONSTRUCTION)	TOTAL UNITS	USE TYPE	NO. BDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (EXTERIOR COMMON ELEMENT)
1403	482R	8,093 SQ. FT.	17	10	RENTAL	6	12	0	0 SQ. FT.	0 SQ. FT.
1406	TU	5,882 SQ. FT.	17	4	CONDO	9	9	0	1,102 SQ. FT.	0 SQ. FT.
1404	478R	0 SQ. FT.	17	-	RENTAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1405	11R	7,229 SQ. FT.	17	9	RENTAL	7	10	0	0 SQ. FT.	0 SQ. FT.
1401	COMM UNIT	0 SQ. FT.	17	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	0 SQ. FT.	17	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.

	AREA AT THIS FLOOR
TLCE (PH1E)	296 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
TOWER UNIT	1406	5,882 SQ. FT.

	AREA AT THIS FLOOR
TLCE (PH1D)	476 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
482R UNIT	1403	8,093 SQ. FT.

	AREA AT THIS FLOOR
478-482 BCE	16 SQ. FT.

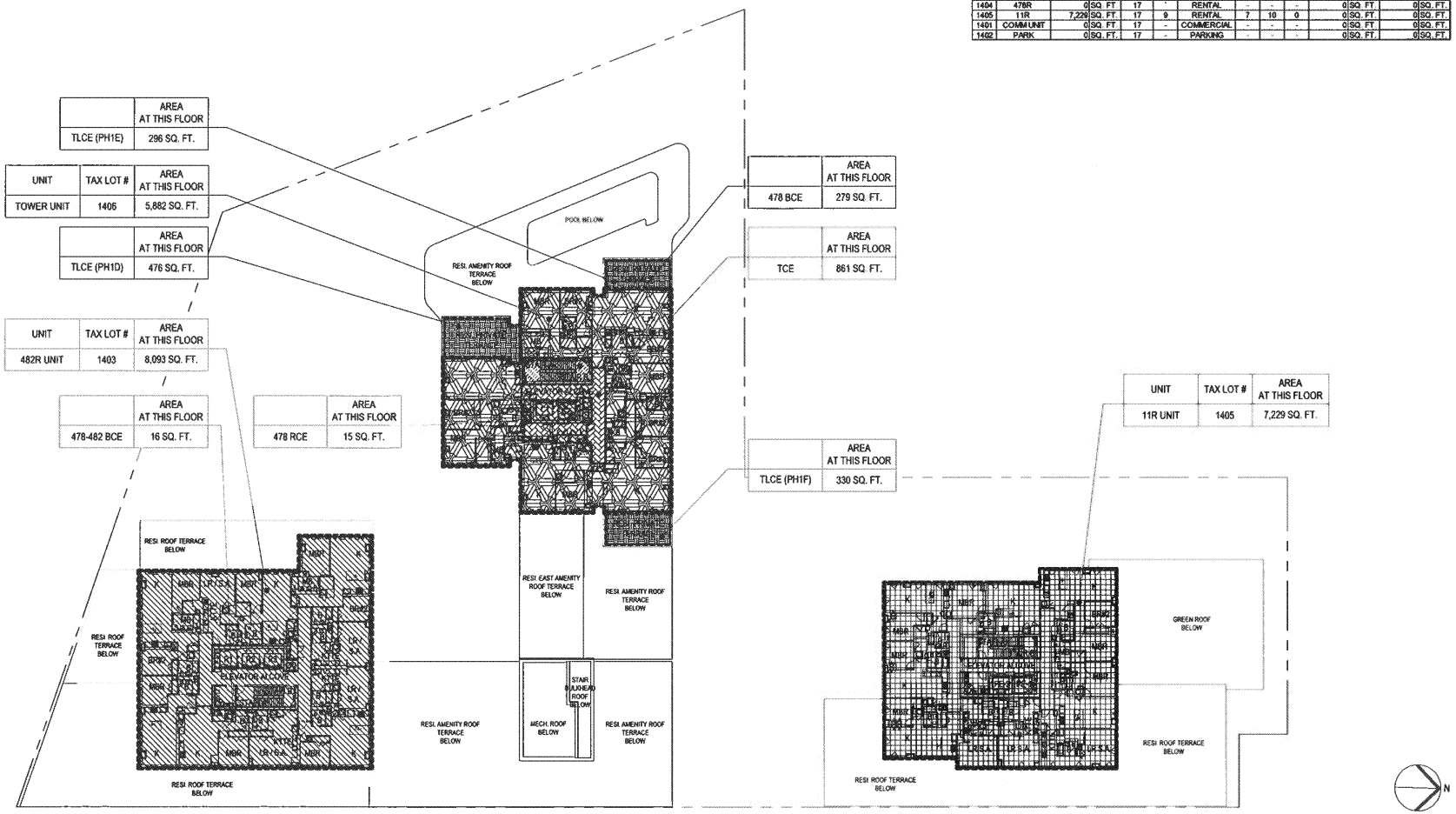
	AREA AT THIS FLOOR
478 RCE	15 SQ. FT.

	AREA AT THIS FLOOR
478 BCE	279 SQ. FT.

	AREA AT THIS FLOOR
TCE	861 SQ. FT.

	AREA AT THIS FLOOR
TLCE (PH1F)	330 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
11R UNIT	1405	7,229 SQ. FT.



LEGEND & LOT INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403	8,093 SQ. FT.		478 RENTAL UNIT (478R UNIT)	1404			11 RENTAL UNIT (11R UNIT)	1405	7,229 SQ. FT.
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A			478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A			11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A	
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A			478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A	279 SQ. FT.		11 BUILDING COMMON ELEMENT (11 BCE)	N/A	
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	15 SQ. FT.				
	TOWER UNITS (TU)	1406	5,882 SQ. FT.		TOWER COMMON ELEMENT (TCE)	N/A	861 SQ. FT.		COMMERCIAL UNIT (COMM UNIT)	1401	
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A	1,102 SQ. FT.						COMMERCIAL EXTERIOR COMMON ELEMENT (COMM EXT)	N/A	

GROSS FLOOR AREA			23,477 SQ. FT.
	PARKING UNIT (PARK)	1402	
	GENERAL COMMON ELEMENT (GCE)	N/A	
	478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	16 SQ. FT.
	478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A	
	11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A	

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY, ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

MEASURED VERTICALLY, EACH UNIT CONSISTS OF THE VOLUME FROM THE TOP OF THE FLOOR SLAB BELOW (LOCATED UNDER THE FINISH FLOORING AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE FLOOR SLAB ABOVE.

AS IS CUSTOMARY IN NEW YORK CITY, THE SQUARE FOOT AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA OF SUCH UNIT.

THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: **470 KENT AVE ASSOCIATES LLC**
C/O NAFTALI GROUP

ADDRESS: **152 WEST 57TH STREET, 45TH FLOOR**
NEW YORK, NY 10019

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

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REGISTERED ARCHITECT
DAVID CHARLES WEST
020801
STATE OF NEW YORK

NOTARIZATION
SWORN TO ME BEFORE
30 DAY OF May 2025
ALEJANDRO
NOTARY PUBLIC
STATE OF NEW YORK
Qualified in Suffolk County
01RA0020464
MY COMMISSION EXPIRES 07/02/2028

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN

DATE: 6/4/2025

TAX MAP SPECIALIST PROPERTY DIVISION

HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T. 212 213 8807

PROJECT:
WILLIAMSBURG WHARF CONDOMINIUM

EXISTING

DRAWING TITLE:	482 KENT AVE	478-480 KENT AVE	11 WHARF WAY
MARKETING FL:	19TH	PH1	19TH
CONSTRUCTION FL:	17TH	17TH	17TH

DATE: 05/30/2025
PROJECT No: 19A06
SCALE: 1" = 32'-0"
SHEET SIZE: 22" X 14"

TAX LOT	UNIT NO.	UNIT AREA SQ.FT.	FLOOR NO. (CONSTRUCTION)	TOTAL UNITS	USE TYPE	NO. BDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (EXTERIOR COMMON ELEMENT)
1481	PH1D	1,442 SQ. FT.	17	1	CONDO	2	2	0	476 SQ. FT.	0 SQ. FT.
1482	PH1E	1,857 SQ. FT.	17	1	CONDO	3	3	0	296 SQ. FT.	0 SQ. FT.
1483	PH1F	1,775 SQ. FT.	17	1	CONDO	3	3	0	330 SQ. FT.	0 SQ. FT.
1484	PH1G	808 SQ. FT.	17	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1401	482CU	0 SQ. FT.	17	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1406	11CU	0 SQ. FT.	17	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1408	11PU	0 SQ. FT.	17	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1407	478PU	0 SQ. FT.	17	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	482PU	0 SQ. FT.	17	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
TLCE (PH1E)	1482	296 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
PH1E	1482	1,857 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
TLCE (PH1D)	1481	476 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
PH1D	1481	1,442 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
482R UNIT	1403	8,093 SQ. FT.

	AREA AT THIS FLOOR
478-482 BCE	16 SQ. FT.

	AREA AT THIS FLOOR
478 RCE	15 SQ. FT.

	AREA AT THIS FLOOR
478 BCE	279 SQ. FT.

	AREA AT THIS FLOOR
TCE	861 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
PH1F	1483	1,775 SQ. FT.

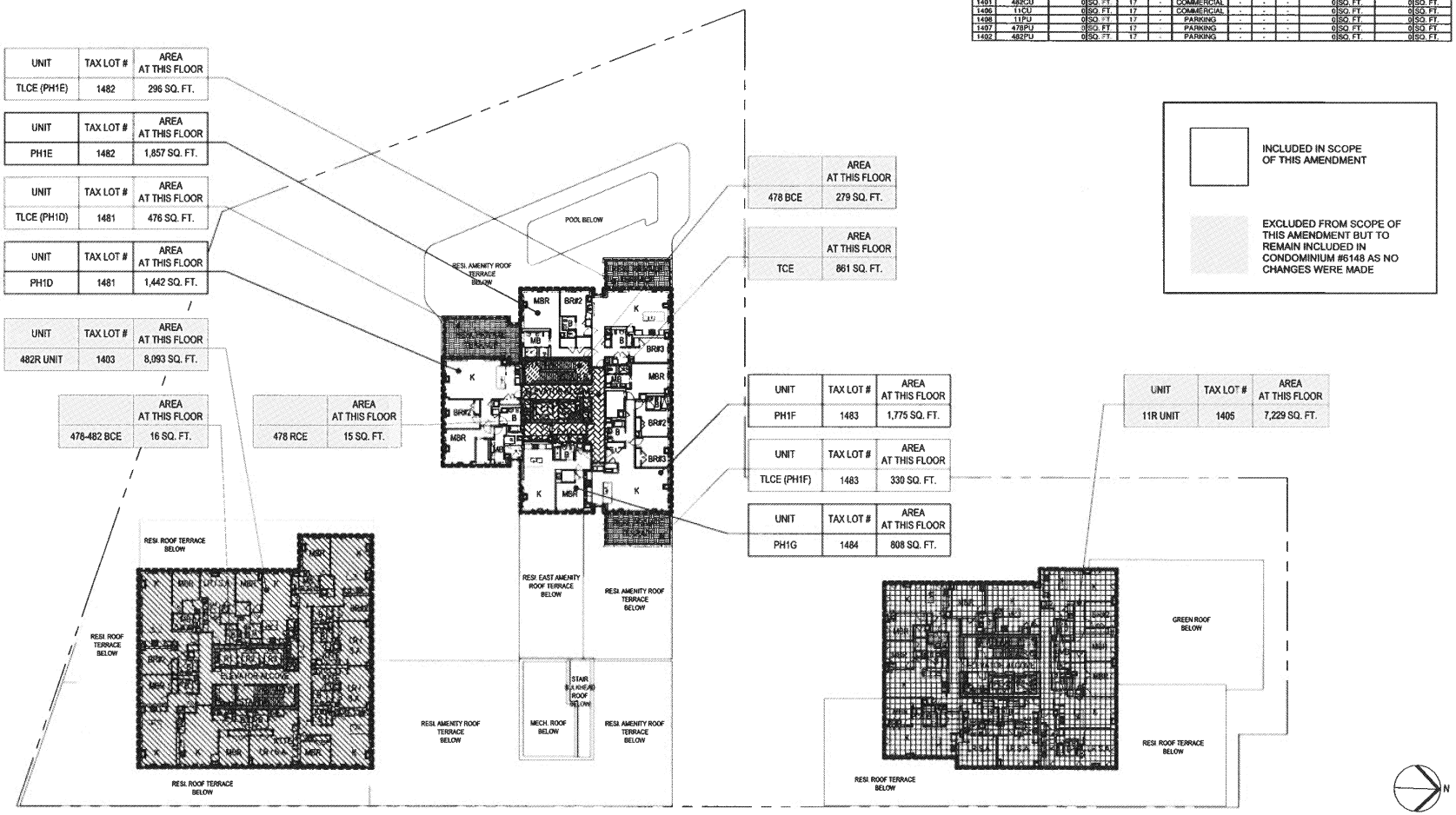
UNIT	TAX LOT #	AREA AT THIS FLOOR
TLCE (PH1F)	1483	330 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
PH1G	1484	808 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
11R UNIT	1405	7,229 SQ. FT.

INCLUDED IN SCOPE OF THIS AMENDMENT

EXCLUDED FROM SCOPE OF THIS AMENDMENT BUT TO REMAIN INCLUDED IN CONDOMINIUM #6148 AS NO CHANGES WERE MADE



LEGEND & LOT INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403	8,093 SQ. FT.		478 RENTAL UNIT (478R UNIT)	1404			11 RENTAL UNIT (11R UNIT)	1405	7,229 SQ. FT.
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A			478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A			11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A	
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A			478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A	279 SQ. FT.		11 BUILDING COMMON ELEMENT (11 BCE)	N/A	
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	15 SQ. FT.		482 COMMERCIAL UNIT (482CU)	1401	
		1481 TO							11 COMMERCIAL UNIT (11CU)	1406	
	UNITS PH1D THRU PH1G	1484	5,882 SQ. FT.		TOWER COMMON ELEMENT (TCE)	N/A	861 SQ. FT.		482 COMMERCIAL EXTERIOR COMMON ELEMENT (482 COMM EXT)	N/A	
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A	1,102 SQ. FT.						482 PARKING UNIT (482PU)	1402	

	478-480 PARKING UNIT (478PU)	1407	
	11 PARKING UNIT (11PU)	1408	
	GENERAL COMMON ELEMENT (GCE)	N/A	
	478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	16 SQ. FT.
	478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A	
	11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A	

GROSS FLOOR AREA 23,477 SQ. FT.

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY, ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

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DECLARANT

NAME: 470 KENT AVE ASSOCIATES LLC
C/O NAFTALI GROUP

ADDRESS: 152 WEST 57TH STREET, 45TH FLOOR
NEW YORK, NY 10019

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

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REGISTERED ARCHITECT
DAVID CHARLES WEST
STATE OF NEW YORK

NOTARIZATION
SWORN TO ME THIS 30 DAY OF MAY 2025

NOTARY PUBLIC
Qualified in Suffolk County
01RA0020464
MY COMMISSION EXPIRES 04/30/2028

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE 6/4/2025

TAX MAP SPECIALIST PROPERTY DIVISION

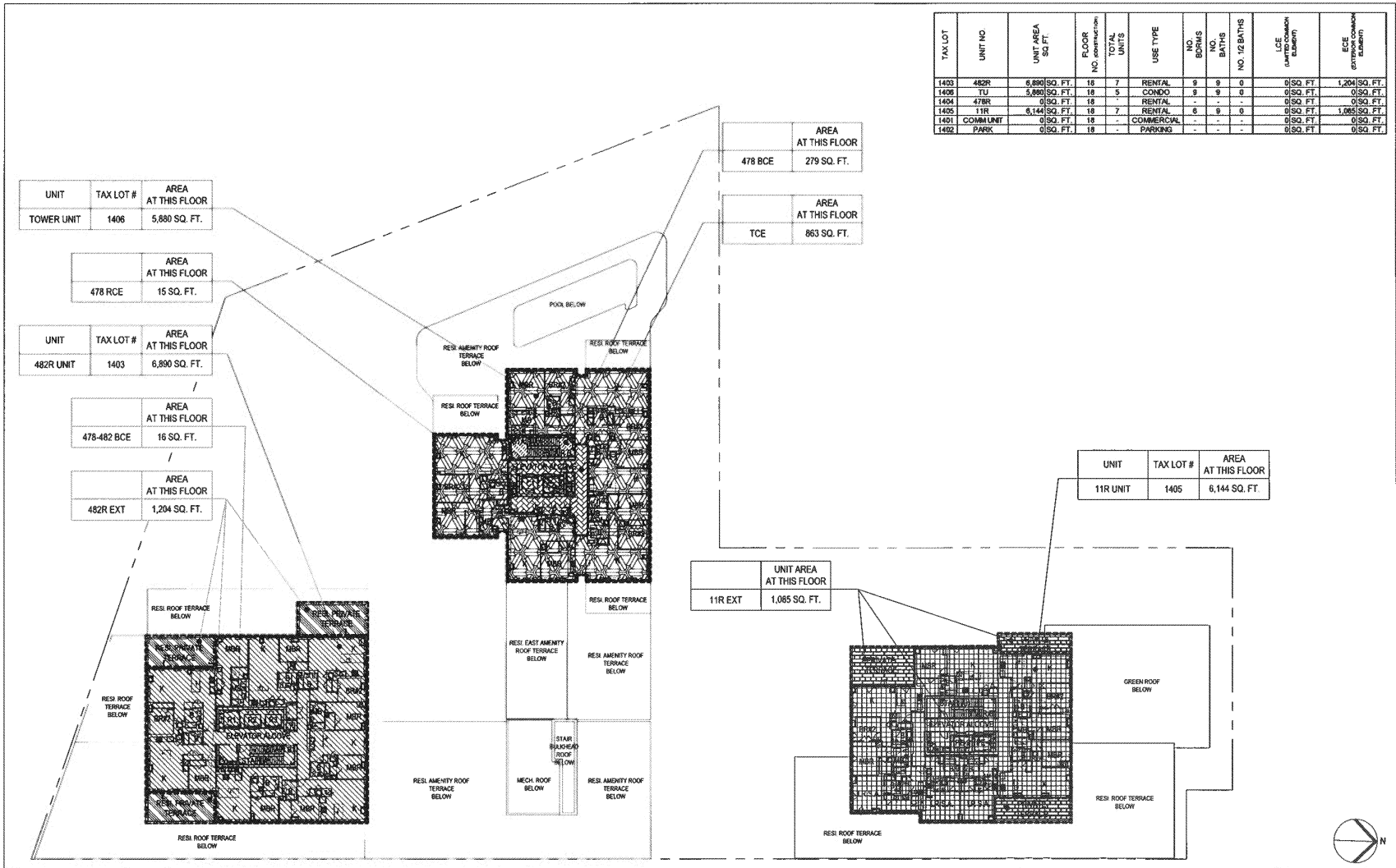
HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T. 212 213 8007

PROJECT:
WILLIAMSBURG WHARF CONDOMINIUM

PROPOSED

DRAWING TITLE:	482 KENT AVE	478-480 KENT AVE	11 WHARF WAY
MARKETING FL:	19TH	PH1	19TH
CONSTRUCTION FL:	17TH	17TH	17TH

DATE: 05/30/2025
PROJECT No: 19A06
SCALE: 1" = 32'-0"
SHEET SIZE: 22" X 14"



TAX LOT	UNIT NO	UNIT AREA SQ.FT.	FLOOR NO. (CONSTRUCTION)	TOTAL UNITS	USE TYPE	NO. BDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (EXTERIOR COMMON ELEMENT)
1403	482R	6,890 SQ. FT.	18	7	RENTAL	9	9	0	0 SQ. FT.	1,204 SQ. FT.
1406	TU	5,880 SQ. FT.	18	5	CONDO	9	9	0	0 SQ. FT.	0 SQ. FT.
1404	478R	0 SQ. FT.	18	-	RENTAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1405	11R	6,144 SQ. FT.	18	7	RENTAL	6	9	0	0 SQ. FT.	1,085 SQ. FT.
1401	COMM UNIT	0 SQ. FT.	18	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	0 SQ. FT.	18	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.

LEGEND & LOT INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403	6,890 SQ. FT.		478 RENTAL UNIT (478R UNIT)	1404			11 RENTAL UNIT (11R UNIT)	1405	6,144 SQ. FT.
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A	1,204 SQ. FT.		478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A			11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A	1,085 SQ. FT.
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A			478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A	279 SQ. FT.		11 BUILDING COMMON ELEMENT (11 BCE)	N/A	
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	15 SQ. FT.				
	TOWER UNITS (TU)	1406	5,880 SQ. FT.		TOWER COMMON ELEMENT (TCE)	N/A	863 SQ. FT.		COMMERCIAL UNIT (COMM UNIT)	1401	
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A							COMMERCIAL EXTERIOR COMMON ELEMENT (COMM EXT)	N/A	

GROSS FLOOR AREA		22,376 SQ. FT.
PARKING UNIT (PARK)	1402	
GENERAL COMMON ELEMENT (GCE)	N/A	
478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	16 SQ. FT.
478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A	
11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A	

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY, ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

MEASURED VERTICALLY, EACH UNIT CONSISTS OF THE VOLUME FROM THE TOP OF THE FLOOR SLAB BELOW (LOCATED UNDER THE FINISH FLOORING AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE FLOOR SLAB ABOVE.

AS IS CUSTOMARY IN NEW YORK CITY, THE SQUARE FOOT AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA OF SUCH UNIT.

THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: **470 KENT AVE ASSOCIATES LLC C/O NAFTALI GROUP**

ADDRESS: **152 WEST 57TH STREET, 45TH FLOOR NEW YORK, NY 10019**

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDING, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS, AND APPROXIMATE DIMENSIONS OF THE UNITS AS-BUILT.

REGISTERED ARCHITECT DAVID CHARLES WEST 020801 STATE OF NEW YORK

NOTARIZATION
SWORN TO ME BEFORE ME THIS
26TH DAY OF MAY 2025

STATE OF NEW YORK NOTARY PUBLIC Qualified in Suffolk County 01RA0020464 MY COMMISSION EXPIRES 05/03/2028

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: 6/4/2025

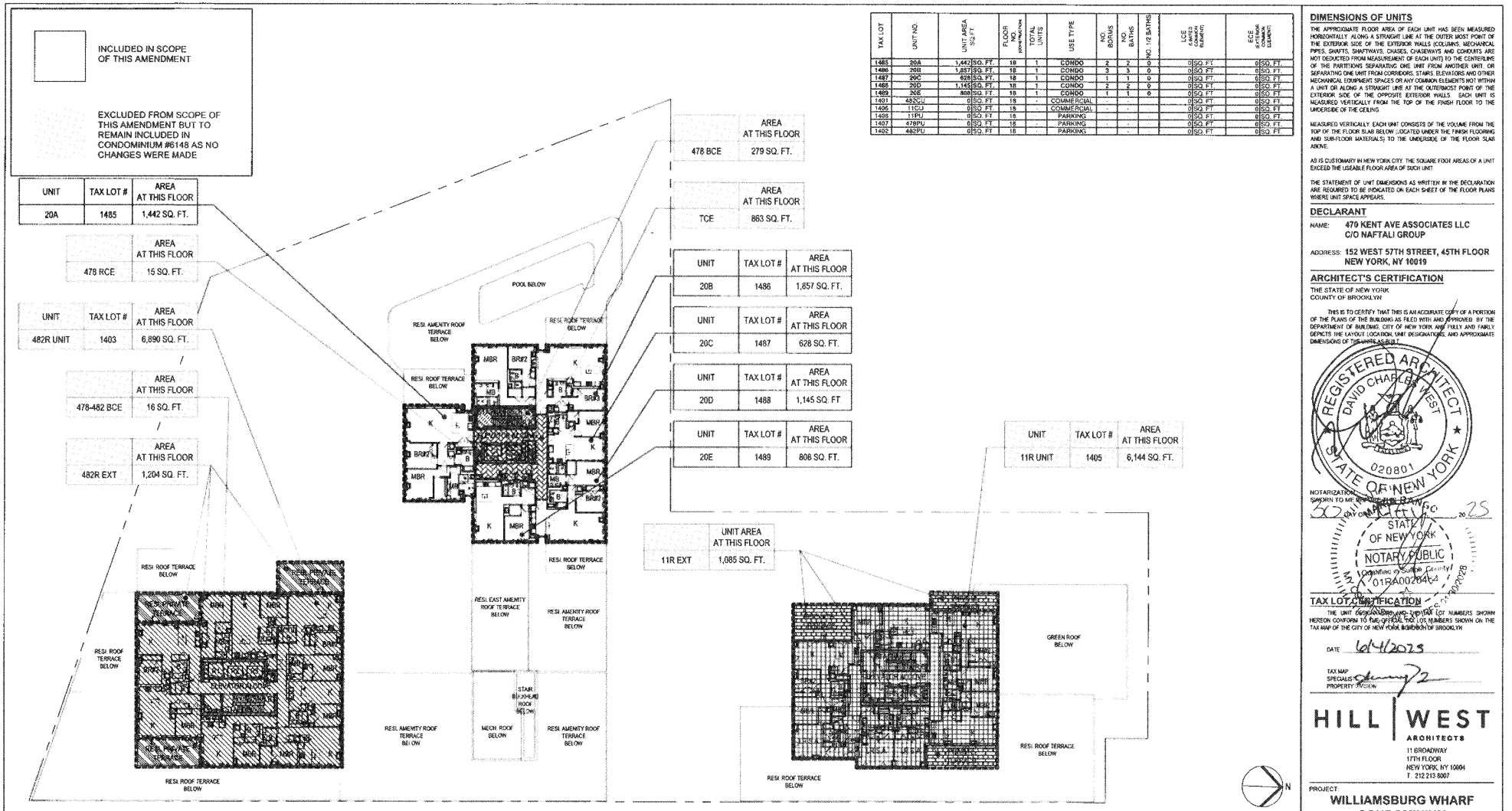
TAX MAP SPECIALIST, PROPERTY DIVISION

HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T. 212 213 8007

PROJECT:
WILLIAMSBURG WHARF CONDOMINIUM

	482 KENT AVE	478-480 KENT AVE	11 WHARF WAY
EXISTING DRAWING TITLE:			
MARKETING FL:	20TH	20TH	PH1
CONSTRUCTION FL:	18TH	18TH	18TH

DATE: 05/30/2025
PROJECT No: 19A06
SCALE: 1" = 32'-0"
SHEET SIZE: 22" X 14"



TAX LOT	UNIT NO.	UNIT AREA SQ.FT.	FLOOR NO. (GRADE=1)	TOTAL UNITS	USE TYPE	NO. BEDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	FCE (FUTURE COMMON ELEMENT)
1485	20A	1,442 SQ. FT.	18	1	CONDO	2	2	0	0 SQ. FT.	0 SQ. FT.
1486	20B	1,857 SQ. FT.	18	1	CONDO	3	3	0	0 SQ. FT.	0 SQ. FT.
1487	20C	628 SQ. FT.	18	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1488	20D	1,145 SQ. FT.	18	1	CONDO	2	2	0	0 SQ. FT.	0 SQ. FT.
1489	20E	808 SQ. FT.	18	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1401	482CU	0 SQ. FT.	18	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1406	11CU	0 SQ. FT.	18	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1408	11PU	0 SQ. FT.	18	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1407	478PU	0 SQ. FT.	18	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	482PU	0 SQ. FT.	18	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.

LEGEND & LOT INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403	6,890 SQ. FT.		478 RENTAL UNIT (478R UNIT)	1404			11 RENTAL UNIT (11R UNIT)	1405	6,144 SQ. FT.		478-480 PARKING UNIT (478PU)	1407	
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A	1,204 SQ. FT.		478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A			11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A	1,085 SQ. FT.		11 PARKING UNIT (11PU)	1408	
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A			478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A	279 SQ. FT.		11 BUILDING COMMON ELEMENT (11 BCE)	N/A			GENERAL COMMON ELEMENT (GCE)	N/A	
		1485 TO			478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	15 SQ. FT.		482 COMMERCIAL UNIT (482CU)	1401			AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	16 SQ. FT.
	UNITS 20A THRU 20E	1489	5,880 SQ. FT.		TOWER COMMON ELEMENT (TCE)	N/A	863 SQ. FT.		11 COMMERCIAL UNIT (11CU)	1406			478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A	
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A							482 COMMERCIAL EXTERIOR COMMON ELEMENT (482 COMM EXT)	N/A			11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A	
									482 PARKING UNIT (482PU)	1402					

GROSS FLOOR AREA 22,376 SQ. FT.

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

MEASURED VERTICALLY, EACH UNIT CONSISTS OF THE VOLUME FROM THE TOP OF THE FLOOR SLAB BELOW (LOCATED UNDER THE FINISH FLOORING AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE FLOOR SLAB ABOVE.

AS IS CUSTOMARY IN NEW YORK CITY, THE SQUARE FOOT AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA OF SUCH UNIT.

THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: **470 KENT AVE ASSOCIATES LLC**
C/O NAFTALI GROUP

ADDRESS: **152 WEST 57TH STREET, 45TH FLOOR**
NEW YORK, NY 10019

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS, AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

REGISTERED ARCHITECT DAVID CHARLES WEST 020801 STATE OF NEW YORK

NOTARIZATION
SWORN TO ME BEFORE THIS 3RD DAY OF JUNE 2025

MARCELLA CO
NOTARY PUBLIC STATE OF NEW YORK
Qualified in Suffolk County
01RA0026045
My Commission Expires 02/2028

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN

DATE 6/4/2025

TAX MAP SPECIALIST PROPERTY DIVISION

HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T. 212 213 8007

PROJECT:
WILLIAMSBURG WHARF CONDOMINIUM

PROPOSED	482 KENT AVE	478-480 KENT AVE	11 WHARF WAY
DRAWING TITLE			
MARKETING FL:	20TH	20TH	PH1
CONSTRUCTION FL:	18TH	18TH	18TH

DATE 05/30/2025
PROJECT No. 19A06
SCALE 1" = 32'-0"
SHEET SIZE 22" X 14"

TAX LOT	UNIT NO.	UNIT AREA SQ.FT.	FLOOR NO. (CONSTRUCTION)	TOTAL UNITS	USE TYPE	NO. BEDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (EXTERIOR COMMON ELEMENT)
1403	482R	6,890 SQ. FT.	19	7	RENTAL	9	9	0	0 SQ. FT.	0 SQ. FT.
1406	TU	5,880 SQ. FT.	19	5	CONDO	9	9	0	0 SQ. FT.	0 SQ. FT.
1404	478R	0 SQ. FT.	19	-	RENTAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1405	11R	6,144 SQ. FT.	19	7	RENTAL	6	9	0	0 SQ. FT.	0 SQ. FT.
1401	COMM UNIT	0 SQ. FT.	19	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	0 SQ. FT.	19	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
TOWER UNIT	1406	5,880 SQ. FT.

	AREA AT THIS FLOOR
478 BCE	279 SQ. FT.

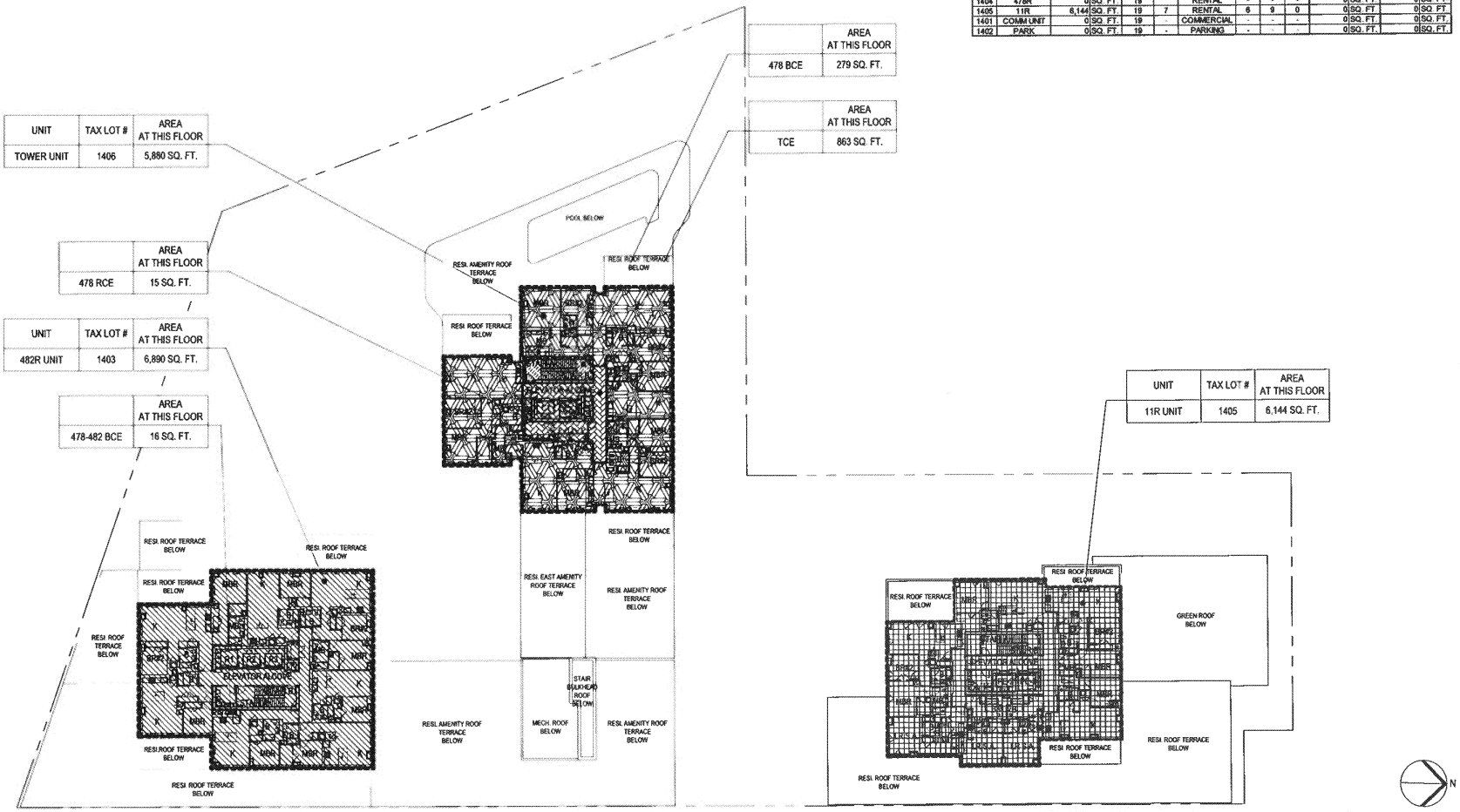
	AREA AT THIS FLOOR
TCE	863 SQ. FT.

	AREA AT THIS FLOOR
478 RCE	15 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
482R UNIT	1403	6,890 SQ. FT.

	AREA AT THIS FLOOR
478-482 BCE	16 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
11R UNIT	1405	6,144 SQ. FT.


POOL BELOW
RESI. AMENITY ROOF TERRACE BELOW
RESI. ROOF TERRACE BELOW
RESI. ROOF TERRACE BELOW
RESI. ROOF TERRACE BELOW
RESI. ROOF TERRACE BELOW
RESI. ROOF TERRACE BELOW
RESI. ROOF TERRACE BELOW
RESI. ROOF TERRACE BELOW
RESI. EAST AMENITY ROOF TERRACE BELOW
RESI. AMENITY ROOF TERRACE BELOW
RESI. ROOF TERRACE BELOW
RESI. ROOF TERRACE BELOW
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RESI. ROOF TERRACE BELOW
RESI. ROOF TERRACE BELOW
RESI.

INCLUDED IN SCOPE OF THIS AMENDMENT

EXCLUDED FROM SCOPE OF THIS AMENDMENT BUT TO REMAIN INCLUDED IN CONDOMINIUM #6148 AS NO CHANGES WERE MADE

TAX LOT	UNIT NO.	UNIT AREA SQ.FT.	FLOOR NO. (OR FLOORS)	TOTAL UNITS	USE TYPE	NO. BEDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (EXTERIOR COMMON ELEMENT)
1490	21A	1,442 SQ. FT.	18	1	CONDO	2	2	0	0 SQ. FT.	0 SQ. FT.
1491	21B	1,857 SQ. FT.	18	1	CONDO	3	3	0	0 SQ. FT.	0 SQ. FT.
1492	21C	628 SQ. FT.	18	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1493	21D	1,148 SQ. FT.	19	1	CONDO	2	3	0	0 SQ. FT.	0 SQ. FT.
1494	21E	808 SQ. FT.	19	1	CONDO	1	1	0	0 SQ. FT.	0 SQ. FT.
1401	482CU	0 SQ. FT.	19	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1406	11CU	0 SQ. FT.	19	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1403	11PU	0 SQ. FT.	19	-	PARKING				0 SQ. FT.	0 SQ. FT.
1407	478PU	0 SQ. FT.	19	-	PARKING				0 SQ. FT.	0 SQ. FT.
1402	482PU	0 SQ. FT.	19	-	PARKING				0 SQ. FT.	0 SQ. FT.

	AREA AT THIS FLOOR
478 BCE	279 SQ. FT.

	AREA AT THIS FLOOR
TCE	863 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
21A	1490	1,442 SQ. FT.

	AREA AT THIS FLOOR
478 RCE	15 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
482R UNIT	1403	6,890 SQ. FT.

	AREA AT THIS FLOOR
478-482 BCE	16 SQ. FT.

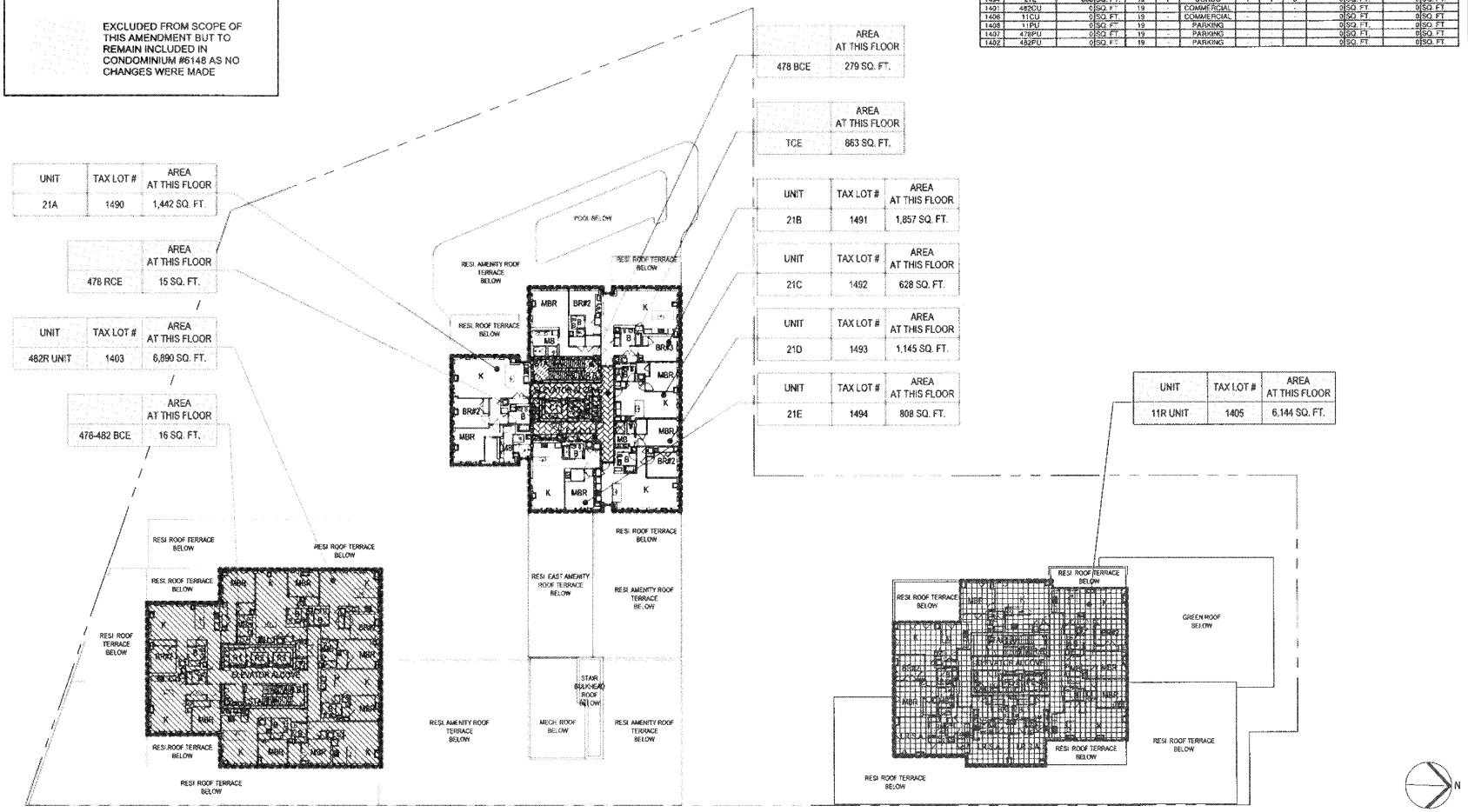
UNIT	TAX LOT #	AREA AT THIS FLOOR
21B	1491	1,857 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
21C	1492	628 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
21D	1493	1,145 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
21E	1494	808 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
11R UNIT	1405	6,144 SQ. FT.



DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

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THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: 470 KENT AVE ASSOCIATES LLC
C/O NAFTALI GROUP

ADDRESS: 152 WEST 57TH STREET, 45TH FLOOR
NEW YORK, NY 10019

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

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REGISTERED ARCHITECT
DAVID CHARLES WEST
020801
STATE OF NEW YORK

NOTARIZATION
SWORN TO ME BEFORE THIS 20 DAY OF MAY 2025

STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Suffolk County
01RA0020464
MY COMMISSION EXPIRES 01/30/2028

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE 6/4/2025

TAX MAP SPECIALIST PROPERTY DIVISION

HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T. 212.213.8007

PROJECT:
WILLIAMSBURG WHARF CONDOMINIUM

PROPOSED

DRAWING TITLE:	482 KENT AVE	478-480 KENT AVE	11 WHARF WAY
MARKETING FL:	21ST	21ST	PH2
CONSTRUCTION FL:	19TH	19TH	19TH

DATE: 05/30/2025
PROJECT No: 19A06
SCALE: 1" = 32'-0"
SHEET SIZE: 22" X 14"

LEGEND & LOT INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403	6,890 SQ. FT.		478 RENTAL UNIT (478R UNIT)	1404			11 RENTAL UNIT (11R UNIT)	1405	6,144 SQ. FT.		
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A			478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A			11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A			
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A			478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A	279 SQ. FT.		11 BUILDING COMMON ELEMENT (11 BCE)	N/A			
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	15 SQ. FT.		482 COMMERCIAL UNIT (482CU)	1401			
		1490 TO							11 COMMERCIAL UNIT (11CU)	1406			
	UNITS 21A THRU 21E	1494	5,580 SQ. FT.		TOWER COMMON ELEMENT (TCE)	N/A	863 SQ. FT.		482 COMMERCIAL EXTERIOR COMMON ELEMENT (482 COMM EXT)	N/A			
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A							482 PARKING UNIT (482PU)	1402			

GROSS FLOOR AREA		20,087 SQ. FT.
	478-480 PARKING UNIT (478PU)	1407	
	11 PARKING UNIT (11PU)	1408	
	GENERAL COMMON ELEMENT (GCE)	N/A	
	AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	16 SQ. FT.
	478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A	
	11 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A	

TAX LOT	UNIT NO.	UNIT AREA SQ.FT.	FLOOR NO. (CONSTRUCTION)	TOTAL UNITS	USE TYPE	NO. BEDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (EXTERIOR COMMON ELEMENT)
1403	482R	6,890 SQ. FT	20	7	RENTAL	9	9	0	0 SQ. FT	0 SQ. FT
1406	TU	5,933 SQ. FT	20	3	CONDO	9	9	1	242 SQ. FT	0 SQ. FT
1404	478R	0 SQ. FT	20	-	RENTAL	-	-	-	0 SQ. FT	0 SQ. FT
1405	11R	6,144 SQ. FT	20	7	RENTAL	6	9	0	0 SQ. FT	0 SQ. FT
1401	COMM UNIT	0 SQ. FT	20	-	COMMERCIAL	-	-	-	0 SQ. FT	0 SQ. FT
1402	PARK	0 SQ. FT	20	-	PARKING	-	-	-	0 SQ. FT	0 SQ. FT

UNIT	TAX LOT #	AREA AT THIS FLOOR
TOWER UNIT	1406	5,933 SQ. FT.

	AREA AT THIS FLOOR
TLCE (PH2B)	57 SQ. FT.

	AREA AT THIS FLOOR
478 RCE	15 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
482R UNIT	1403	6,890 SQ. FT.

	AREA AT THIS FLOOR
478-482 BCE	16 SQ. FT.

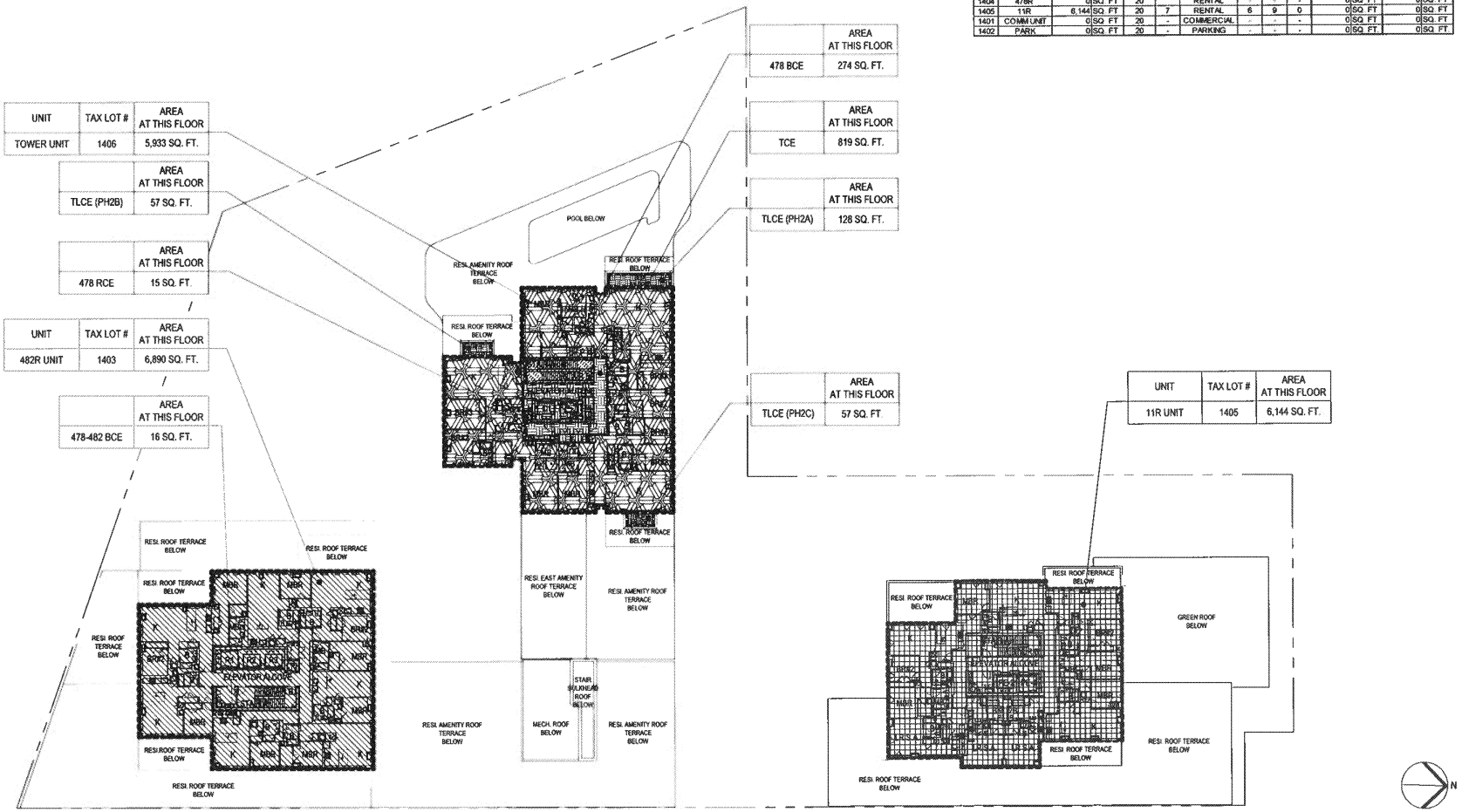
	AREA AT THIS FLOOR
478 BCE	274 SQ. FT.

	AREA AT THIS FLOOR
TCE	819 SQ. FT.

	AREA AT THIS FLOOR
TLCE (PH2A)	128 SQ. FT.

	AREA AT THIS FLOOR
TLCE (PH2C)	57 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
11R UNIT	1405	6,144 SQ. FT.



LEGEND & LOT INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403	6,890 SQ. FT.		478 RENTAL UNIT (478R UNIT)	1404			11 RENTAL UNIT (11R UNIT)	1405	6,144 SQ. FT.
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A			478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A			11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A	
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A			478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A	274 SQ. FT.		11 BUILDING COMMON ELEMENT (11 BCE)	N/A	
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	15 SQ. FT.				
	TOWER UNITS (TU)	1406	5,933 SQ. FT.		TOWER COMMON ELEMENT (TCE)	N/A	819 SQ. FT.		COMMERCIAL UNIT (COMM UNIT)	1401	
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A	242 SQ. FT.						COMMERCIAL EXTERIOR COMMON ELEMENT (COMM EXT)	N/A	

GROSS FLOOR AREA		20,333 SQ. FT.
PARKING UNIT (PARK)	1402	
GENERAL COMMON ELEMENT (GCE)	N/A	
478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	16 SQ. FT
478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A	
11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A	

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY, ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

MEASURED VERTICALLY, EACH UNIT CONSISTS OF THE VOLUME FROM THE TOP OF THE FLOOR SLAB BELOW (LOCATED UNDER THE FINISH FLOORING AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE FLOOR SLAB ABOVE.

AS IS CUSTOMARY IN NEW YORK CITY THE SQUARE FOOT AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA OF SUCH UNIT

THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: 470 KENT AVE ASSOCIATES LLC
C/O NAFTALI GROUP

ADDRESS: 152 WEST 57TH STREET, 45TH FLOOR
NEW YORK, NY 10019

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDING, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS, AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

REGISTERED ARCHITECT
DAVID CHARLES WEST
020801
STATE OF NEW YORK

NOTARIZATION
SWORN TO ME BEFORE THIS
30 DAY OF JUNE 2025

NOTARY PUBLIC
Qualified in Suffolk County
01RA0020464
MY COMMISSION EXPIRES 01/30/2028

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE 6/4/2025

TAX MAP SPECIALIST PROPERTY DIVISION

HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T. 212 213 8007

PROJECT:
WILLIAMSBURG WHARF CONDOMINIUM

DRAWING TITLE	482 KENT AVE	478-480 KENT AVE	11 OF WHARF WAY
EXISTING			
MARKETING FL:	22ND	PH2	PH3
CONSTRUCTION FL:	20TH	20TH	20TH

DATE: 05/30/2025
PROJECT No. 19A06
SCALE: 1" = 32'-0"
SHEET SIZE: 22" X 14"

TAX LOT	UNIT NO.	UNIT AREA SQ.FT.	FLOOR NO. (CONSTRUCTION)	TOTAL UNITS	USE TYPE	NO. BDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (EXCLUSIVE COMMON ELEMENT)
1495	PH2A	2,419 SQ. FT.	20	1	CONDO	3	3	1	128 SQ. FT.	0 SQ. FT.
1496	PH2B	1,864 SQ. FT.	20	1	CONDO	3	3	0	57 SQ. FT.	0 SQ. FT.
1497	PH2C	1,650 SQ. FT.	20	1	CONDO	3	3	0	57 SQ. FT.	0 SQ. FT.
1401	482CU	0 SQ. FT.	20	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1406	11CU	0 SQ. FT.	20	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1408	11PU	0 SQ. FT.	20	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1407	478PU	0 SQ. FT.	20	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	482PU	0 SQ. FT.	20	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
PH2B	1496	1,864 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR	TOTAL AREA AT PH2 & ROOF
TLCE (PH2B)	1496	57 SQ. FT.	640 SQ. FT.

	AREA AT THIS FLOOR
478 RCE	15 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
482R UNIT	1403	6,890 SQ. FT.

	AREA AT THIS FLOOR
478-482 BCE	16 SQ. FT.

	AREA AT THIS FLOOR
478 BCE	274 SQ. FT.

	AREA AT THIS FLOOR
TCE	819 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR	TOTAL AREA AT PH2 & ROOF
TLCE (PH2A)	1495	128 SQ. FT.	1,197 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR	TOTAL AREA AT PH2 & ROOF
PH2A	1495	2,419 SQ. FT.	2,659 SQ. FT.

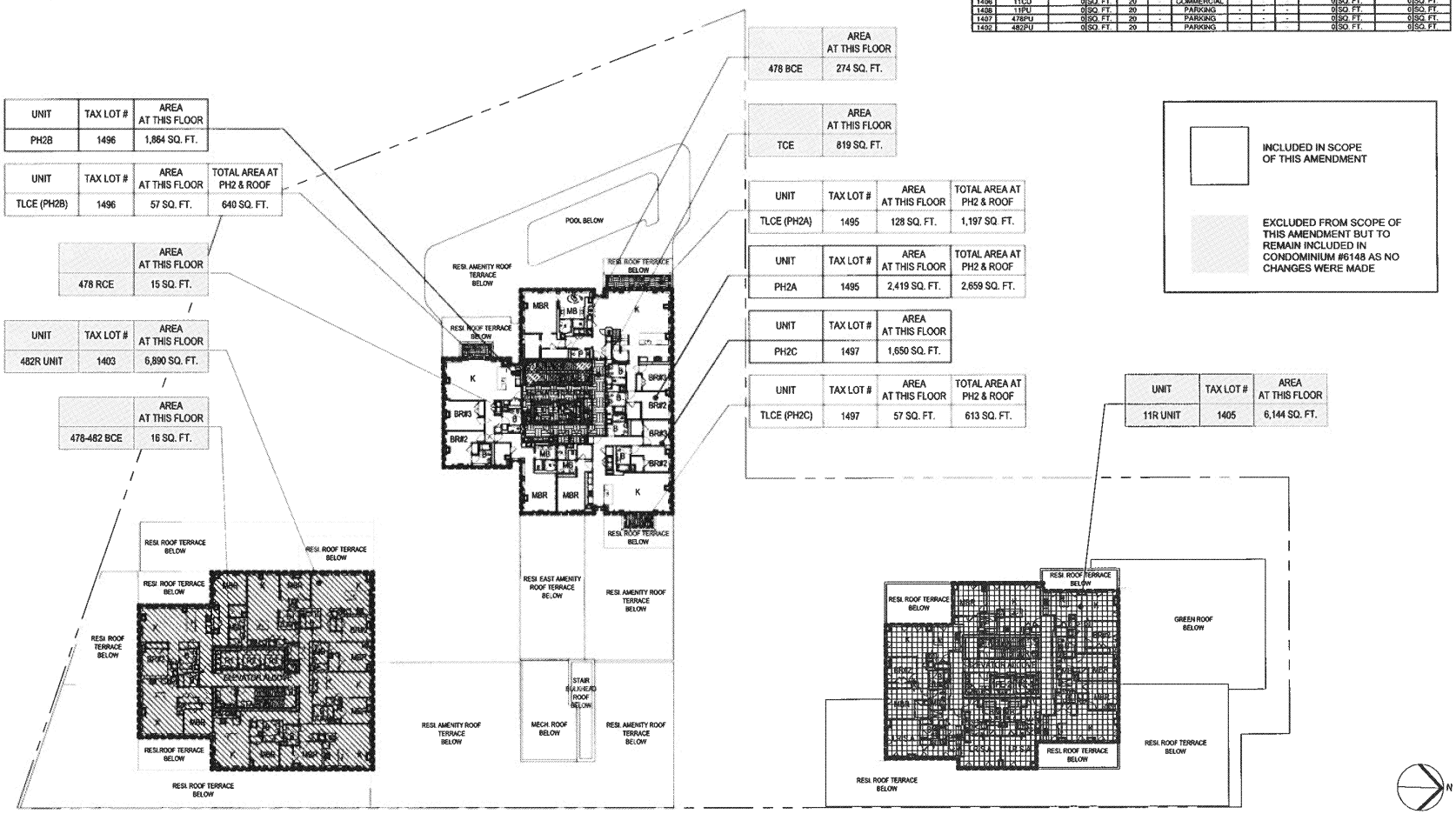
UNIT	TAX LOT #	AREA AT THIS FLOOR
PH2C	1497	1,650 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR	TOTAL AREA AT PH2 & ROOF
TLCE (PH2C)	1497	57 SQ. FT.	613 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
11R UNIT	1405	6,144 SQ. FT.

INCLUDED IN SCOPE OF THIS AMENDMENT

EXCLUDED FROM SCOPE OF THIS AMENDMENT BUT TO REMAIN INCLUDED IN CONDOMINIUM #6148 AS NO CHANGES WERE MADE



LEGEND & LOT INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403	6,890 SQ. FT.		478 RENTAL UNIT (478R UNIT)	1404			11 RENTAL UNIT (11R UNIT)	1405	6,144 SQ. FT.		478-480 PARKING UNIT (478PU)	1407	
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A			478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A			11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A			11 PARKING UNIT (11PU)	1408	
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A			478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A	274 SQ. FT.		11 BUILDING COMMON ELEMENT (11 BCE)	N/A			GENERAL COMMON ELEMENT (GCE)	N/A	
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	15 SQ. FT.		482 COMMERCIAL UNIT (482CU)	1401			478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	16 SQ. FT.
									11 COMMERCIAL UNIT (11CU)	1406			478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A	
	UNITS PH2A THRU PH2C	1495 TO 1497	5,933 SQ. FT.		TOWER COMMON ELEMENT (TCE)	N/A	819 SQ. FT.		482 COMMERCIAL EXTERIOR COMMON ELEMENT (482 COMM EXT)	N/A			11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A	
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A	242 SQ. FT.						482 PARKING UNIT (482PU)	1402					

GROSS FLOOR AREA 20,333 SQ. FT.

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY, ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

MEASURED VERTICALLY, EACH UNIT CONSISTS OF THE VOLUME FROM THE TOP OF THE FLOOR SLAB BELOW (LOCATED UNDER THE FINISH FLOORING AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE FLOOR SLAB ABOVE.

AS IS CUSTOMARY IN NEW YORK CITY, THE SQUARE FOOT AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA OF SUCH UNIT.

THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: **470 KENT AVE ASSOCIATES LLC C/O NAFTALI GROUP**

ADDRESS: **152 WEST 57TH STREET, 45TH FLOOR NEW YORK, NY 10019**

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDING, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS SHOWN.

REGISTERED ARCHITECT DAVID CHARLES WEST 020801 STATE OF NEW YORK

NOTARIZATION
SWORN TO ME BEFORE THIS
30 DAY OF June 2025

OF NEW YORK
NOTARY PUBLIC
Qualified in Suffolk County
01RA0020464
MY COMMISSION EXPIRES

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: 6/4/2025

TAX MAP SPECIALIST, PROPERTY DIVISION

HILL | WEST ARCHITECTS
11 BROADWAY
12TH FLOOR
NEW YORK, NY 10004
T. 212 213 8007

PROJECT:
WILLIAMSBURG WHARF CONDOMINIUM

PROPOSED

DRAWING TITLE:

	482 KENT AVE	478-480 KENT AVE	11 WHARF WAY
MARKETING FL:	22ND	PH2	PH3
CONSTRUCTION FL:	20TH	20TH	20TH

DATE: 05/30/2025
PROJECT No: 19A06
SCALE: 1" = 32'-0"
SHEET SIZE: 22" X 14"

TAX LOT	UNIT NO.	UNIT AREA SQ.FT.	FLOOR NO. (CONSTRUCTION)	TOTAL UNITS	USE TYPE	NO. BDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (EXTERIOR COMMON ELEMENT)
1403	482R	6,890 SQ. FT.	21	7	RENTAL	9	9	0	0 SQ. FT.	0 SQ. FT.
1408	TU	240 SQ. FT.	21	-	CONDO	-	-	-	2,208 SQ. FT.	0 SQ. FT.
1404	478R	0 SQ. FT.	21	-	RENTAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1405	11R	3,706 SQ. FT.	21	-	RENTAL	-	-	-	0 SQ. FT.	2,438 SQ. FT.
1401	COMM UNIT	0 SQ. FT.	21	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	0 SQ. FT.	21	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.

	AREA AT THIS FLOOR
TLCE (PH2A)	1,069 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
TOWER UNIT	1406	240 SQ. FT.

	AREA AT THIS FLOOR
TLCE (PH2B)	583 SQ. FT.

	AREA AT THIS FLOOR
TLCE (PH2C)	556 SQ. FT.

	AREA AT THIS FLOOR
478 BCE	427 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
482R UNIT	1403	6,890 SQ. FT.

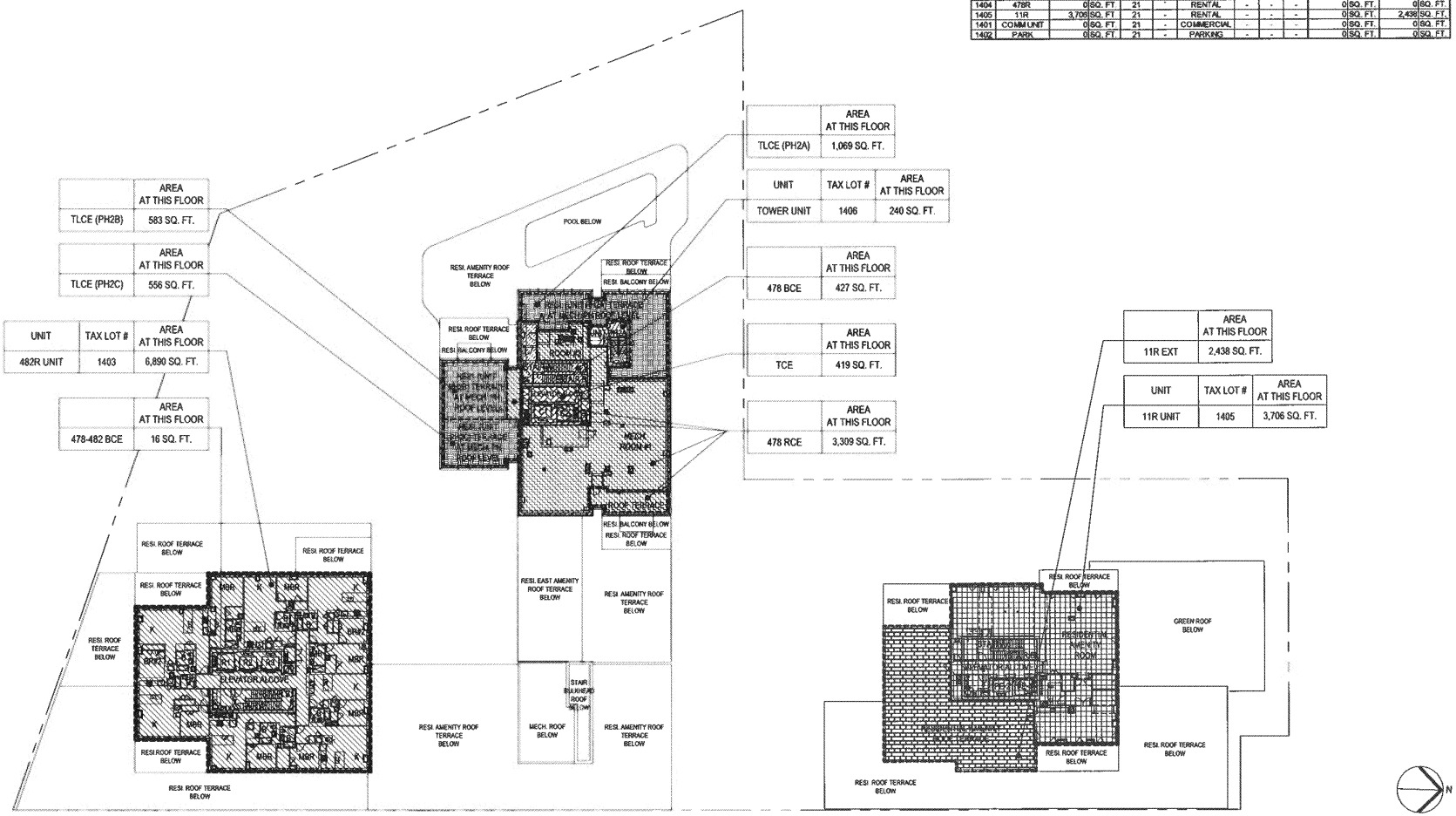
	AREA AT THIS FLOOR
TCE	419 SQ. FT.

	AREA AT THIS FLOOR
478-482 BCE	16 SQ. FT.

	AREA AT THIS FLOOR
478 RCE	3,309 SQ. FT.

	AREA AT THIS FLOOR
11R EXT	2,438 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
11R UNIT	1405	3,706 SQ. FT.



LEGEND & LOT INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403	6,890 SQ. FT.		478 RENTAL UNIT (478R UNIT)	1404			11 RENTAL UNIT (11R UNIT)	1405	3,706 SQ. FT.
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A			478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A			11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A	2,438 SQ. FT.
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A			478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A	427 SQ. FT.		11 BUILDING COMMON ELEMENT (11 BCE)	N/A	
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	3,309 SQ. FT.				
	TOWER UNITS (TU)	1406	240 SQ. FT.		TOWER COMMON ELEMENT (TCE)	N/A	419 SQ. FT.		COMMERCIAL UNIT (COMM UNIT)	1401	
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A	2,208 SQ. FT.						COMMERCIAL EXTERIOR COMMON ELEMENT (COMM EXT)	N/A	

GROSS FLOOR AREA		19,653 SQ. FT.
PARKING UNIT (PARK)	1402	
GENERAL COMMON ELEMENT (GCE)	N/A	
478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	16 SQ. FT.
478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A	
11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A	

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY, ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

MEASURED VERTICALLY, EACH UNIT CONSISTS OF THE VOLUME FROM THE TOP OF THE FLOOR SLAB BELOW (LOCATED UNDER THE FINISH FLOORING AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE FLOOR SLAB ABOVE.

AS IS CUSTOMARY IN NEW YORK CITY, THE SQUARE FOOT AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA OF SUCH UNIT.

THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: **470 KENT AVE ASSOCIATES LLC**
C/O NAFTALI GROUP

ADDRESS: **152 WEST 57TH STREET, 45TH FLOOR**
NEW YORK, NY 10019

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDING, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS, AND APPROXIMATE DIMENSIONS OF THE UNITS SHOWN.

REGISTERED ARCHITECT
DAVID CHARLES WEST
020801
STATE OF NEW YORK

NOTARIZATION
SWORN TO ME BEFORE THIS 30 DAY OF May 2025

MARIA RANGO
NOTARY PUBLIC
STATE OF NEW YORK
Qualified in Suffolk County
01RA0020464
MY COMMISSION EXPIRES 01/30/2028

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE FINAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE 6/4/2025

TAX MAP SPECIALIST PROPERTY DIVISION

HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T: 212 213 8007

PROJECT:
WILLIAMSBURG WHARF CONDOMINIUM

EXISTING

DRAWING TITLE:

	482 KENT AVE	478-480 KENT AVE	11 SF WAY
MARKETING FL:	PH	ROOF	CLUB
CONSTRUCTION FL:	21ST	ROOF	21ST

DATE: 05/30/2025
PROJECT No: 19A06
SCALE: 1" = 32'-0"
SHEET SIZE: 22" X 14"

INCLUDED IN SCOPE OF THIS AMENDMENT

EXCLUDED FROM SCOPE OF THIS AMENDMENT BUT TO REMAIN INCLUDED IN CONDOMINIUM #6148 AS NO CHANGES WERE MADE

TAX LOT	UNIT NO.	UNIT AREA SQ.FT.	FLOOR NO. (COMMERCIAL)	TOTAL UNITS	USE TYPE	NO. BDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (LIMITED COMMON ELEMENT)
1496	PH2A	240 SQ. FT.	21	-	CONDO	-	-	-	1,069 SQ. FT.	0 SQ. FT.
1496	PH2B	0 SQ. FT.	21	-	CONDO	-	-	-	583 SQ. FT.	0 SQ. FT.
1497	PH2C	0 SQ. FT.	21	-	CONDO	-	-	-	556 SQ. FT.	0 SQ. FT.
1401	482CU	0 SQ. FT.	21	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1406	11CU	0 SQ. FT.	21	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1408	11PU	0 SQ. FT.	21	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1407	478PU	0 SQ. FT.	21	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	482PU	0 SQ. FT.	21	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.

	AREA AT THIS FLOOR
478 RCE EXT	375 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR	TOTAL AREA AT PH2 & ROOF
TLCE (PH2B)	1496	583 SQ. FT.	640 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR	TOTAL AREA AT PH2 & ROOF
TLCE (PH2C)	1497	556 SQ. FT.	613 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
482R UNIT	1403	6,890 SQ. FT.

	AREA AT THIS FLOOR
478-482 BCE	16 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR	TOTAL AREA AT PH2 & ROOF
TLCE (PH2A)	1495	1,069 SQ. FT.	1,197 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR	TOTAL AREA AT PH2 & ROOF
PH2A	1495	240 SQ. FT.	2,659 SQ. FT.

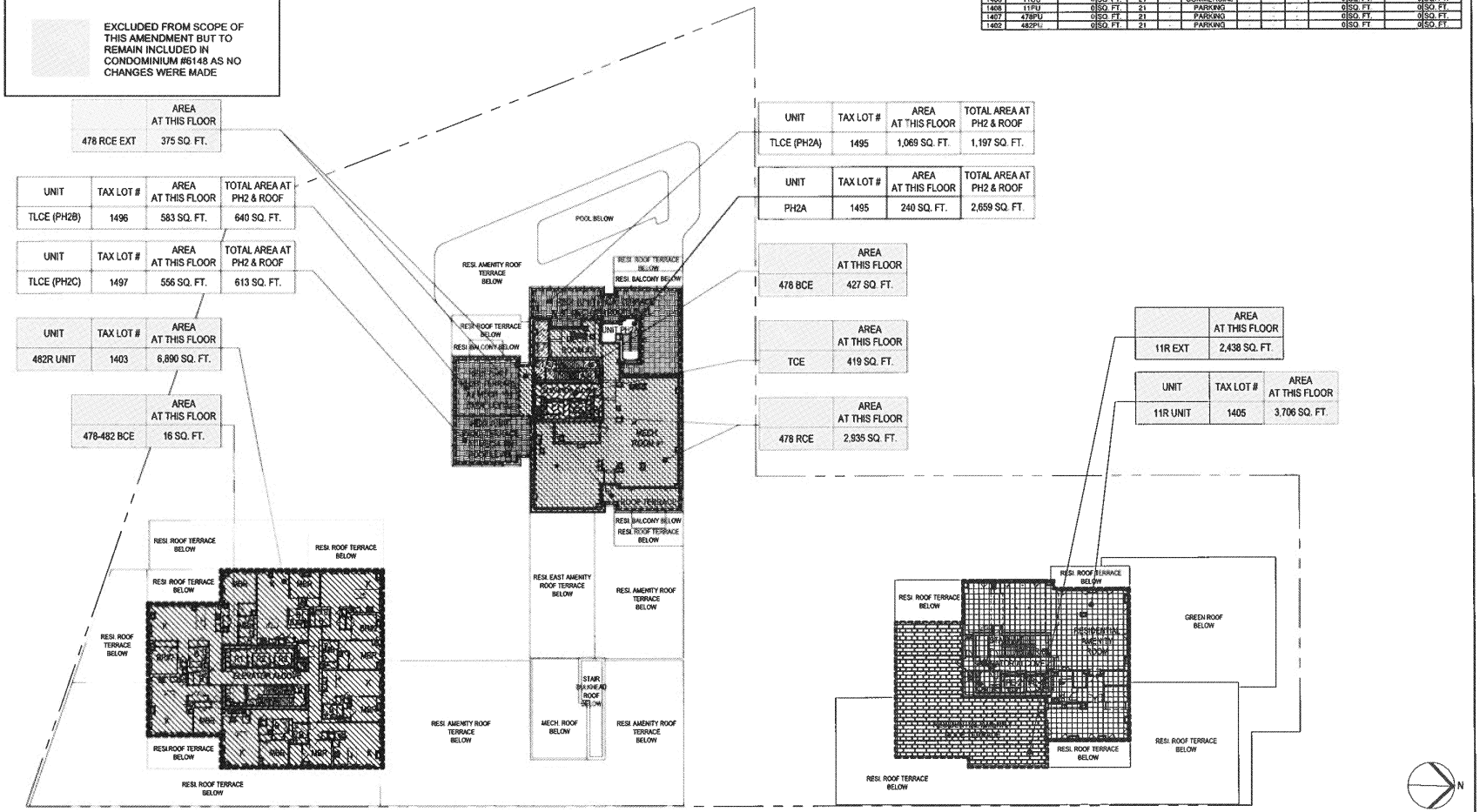
	AREA AT THIS FLOOR
478 BCE	427 SQ. FT.

	AREA AT THIS FLOOR
TCE	419 SQ. FT.

	AREA AT THIS FLOOR
478 RCE	2,935 SQ. FT.

	AREA AT THIS FLOOR
11R EXT	2,438 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
11R UNIT	1405	3,706 SQ. FT.



LEGEND & LOT INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403	6,890 SQ. FT.		478 RENTAL UNIT (478R UNIT)	1404			11 RENTAL UNIT (11R UNIT)	1405	3,706 SQ. FT.		478-480 PARKING UNIT (478PU)	1407	
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A			478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A			11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A	2,438 SQ. FT.		11 PARKING UNIT (11PU)	1408	
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A			478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A	427 SQ. FT.		11 BUILDING COMMON ELEMENT (11 BCE)	N/A			GENERAL COMMON ELEMENT (GCE)	N/A	
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	3,309 SQ. FT.		482 COMMERCIAL UNIT (482CU)	1401			478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	16 SQ. FT.
	UNITS PH2A THRU PH2C	1495 TO 1497	240 SQ. FT.		TOWER COMMON ELEMENT (TCE)	N/A	419 SQ. FT.		11 COMMERCIAL UNIT (11CU)	1406			478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A	
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A	2,208 SQ. FT.						482 COMMERCIAL EXTERIOR COMMON ELEMENT (482 COMM EXT)	N/A			11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A	
									482 PARKING UNIT (482PU)	1402					

GROSS FLOOR AREA 19,653 SQ. FT.

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY, ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

MEASURED VERTICALLY, EACH UNIT CONSISTS OF THE VOLUME FROM THE TOP OF THE FLOOR SLAB BELOW (LOCATED UNDER THE FINISH FLOORING AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE FLOOR SLAB ABOVE.

AS IS CUSTOMARY IN NEW YORK CITY, THE SQUARE FOOT AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA OF SUCH UNIT.

THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: **470 KENT AVE ASSOCIATES LLC C/O NAFTALI GROUP**

ADDRESS: **152 WEST 57TH STREET, 45TH FLOOR NEW YORK, NY 10019**

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDING, CITY OF NEW YORK, AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS, AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

REGISTERED ARCHITECT DAVID CHARLES WEST 020801 STATE OF NEW YORK

NOTARIZATION
SWORN TO ME BEFORE THIS 3rd DAY OF June 2025

STATE OF NEW YORK NOTARY PUBLIC Qualified in Suffolk County 01RA0020464 MY COMMISSION EXPIRES 01/30/2028

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: 6/4/2025

TAX MAP SPECIALIST: PROPERTY DIVISION

HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T. 212 213 8007

PROJECT:
WILLIAMSBURG WHARF CONDOMINIUM

PROPOSED	482 KENT AVE	478-480 KENT AVE	11 WHARF WAY
MARKETING FL:	PH	ROOF	CLUB
CONSTRUCTION FL:	21ST	21ST	21ST

DRAWING TITLE:

DATE: 05/30/2025
PROJECT No: 19A06
SCALE: 1" = 32'-0"
SHEET SIZE: 22" X 14"

TAX LOT	UNIT NO.	UNIT AREA SQ.FT.	FLOOR NO. (CONSTRUCTION)	TOTAL UNITS	USE TYPE	NO. BDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (EXTERIOR COMMON ELEMENT)
1403	482R	854 SQ. FT.	ROOF	-	RENTAL	-	-	-	0 SQ. FT.	1,646 SQ. FT.
1406	TU	0 SQ. FT.	ROOF	-	CONDO	-	-	-	0 SQ. FT.	0 SQ. FT.
1404	478R	0 SQ. FT.	ROOF	-	RENTAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1405	11R	1,002 SQ. FT.	ROOF	-	RENTAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	COMM UNIT	0 SQ. FT.	ROOF	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	0 SQ. FT.	ROOF	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.

	AREA AT THIS FLOOR
478-482 BCE	2,627 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
482R UNIT	1403	854 SQ. FT.

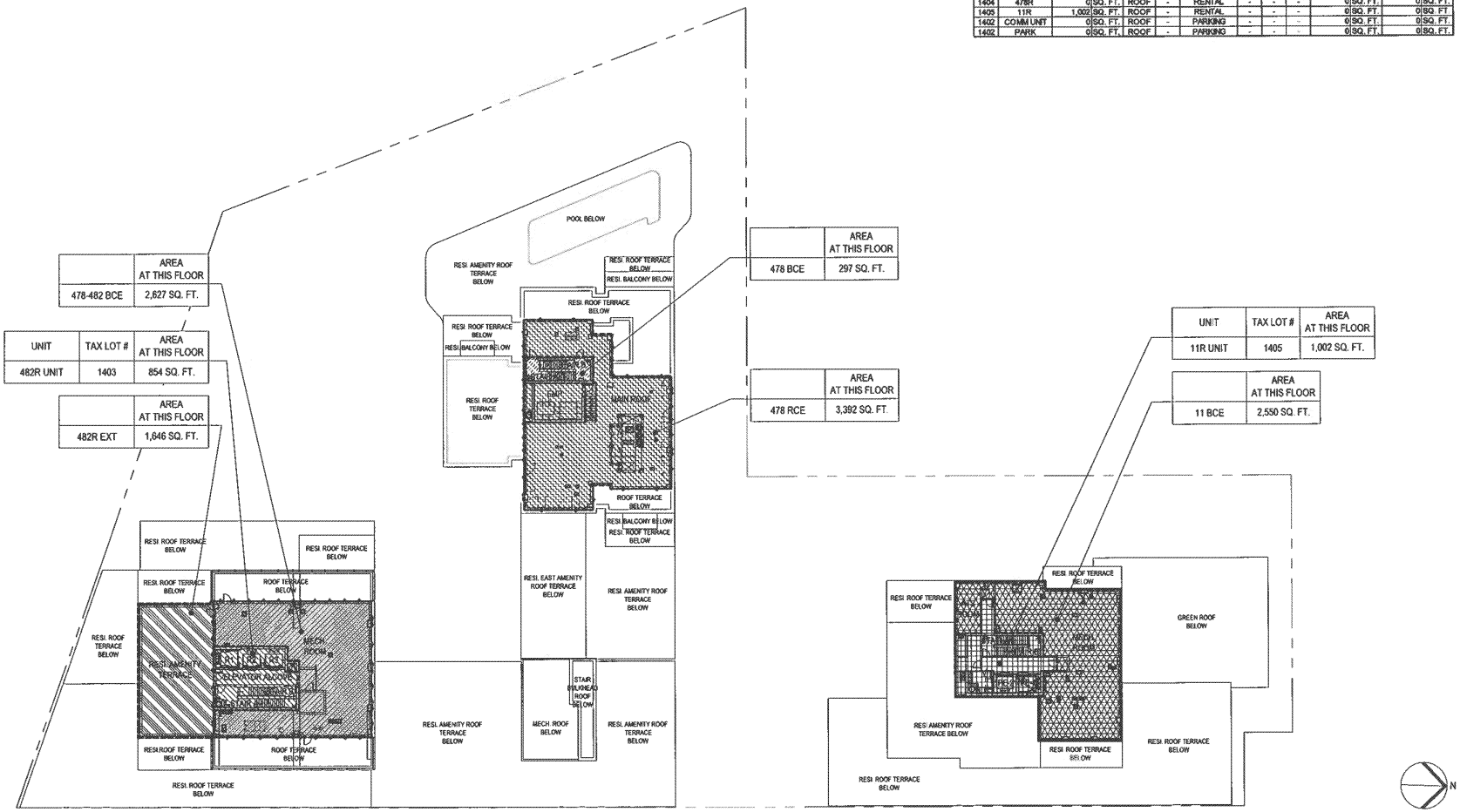
	AREA AT THIS FLOOR
482R EXT	1,646 SQ. FT.

	AREA AT THIS FLOOR
478 BCE	297 SQ. FT.

	AREA AT THIS FLOOR
478 RCE	3,392 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
11R UNIT	1405	1,002 SQ. FT.

	AREA AT THIS FLOOR
11 BCE	2,550 SQ. FT.



LEGEND & LOT INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403	854 SQ. FT.		478 RENTAL UNIT (478R UNIT)	1404			11 RENTAL UNIT (11R UNIT)	1405	1,002 SQ. FT.
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A	1,646 SQ. FT.		478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A			11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A	
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A			478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A	297 SQ. FT.		11 BUILDING COMMON ELEMENT (11 BCE)	N/A	2,550 SQ. FT.
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	3,392 SQ. FT.				
	TOWER UNITS (TU)	1406			TOWER COMMON ELEMENT (TCE)	N/A			COMMERCIAL UNIT (COMM UNIT)	1401	
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A							COMMERCIAL EXTERIOR COMMON ELEMENT (COMM EXT)	N/A	

GROSS FLOOR AREA — 12,368 SQ. FT.

	PARKING UNIT (PARK)	1402	
	GENERAL COMMON ELEMENT (GCE)	N/A	
	478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	2,627 SQ. FT.
	478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A	
	11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A	

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY, ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

MEASURED VERTICALLY, EACH UNIT CONSISTS OF THE VOLUME FROM THE TOP OF THE FLOOR SLAB BELOW (LOCATED UNDER THE FINISH FLOORING AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE FLOOR SLAB ABOVE.

AS IS CUSTOMARY IN NEW YORK CITY, THE SQUARE FOOT AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA OF SUCH UNIT.

THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: **470 KENT AVE ASSOCIATES LLC**
C/O NAFTALI GROUP

ADDRESS: **152 WEST 57TH STREET, 45TH FLOOR**
NEW YORK, NY 10019

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT LOCATION, UNIT DESIGNATIONS, AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

REGISTERED ARCHITECT
DAVID CHARLES WEST
020801
STATE OF NEW YORK

NOTARIZATION
SWORN TO BEFORE ME THIS
30 DAY OF MAY 25

STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Suffolk County
01RA0020464
MY COMMISSION EXPIRES 01/31/2028

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: 6/4/2025

TAX MAP SPECIALIST: PROPERTY DIVISION

HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T: 212 213 8007

PROJECT:
WILLIAMSBURG WHARF CONDOMINIUM

EXISTING

DRAWING TITLE:	482 KENT AVE	478-480 KENT AVE	11 WHARF WAY
MARKETING FL:	ROOF	EAST LEVEL MAIN ROOF	ROOF
CONSTRUCTION FL:	ROOF	EAST LEVEL MAIN ROOF	ROOF

DATE: 05/30/2025
PROJECT No: 19A06
SCALE: 1" = 32'-0"
SHEET SIZE: 22" X 14"

INCLUDED IN SCOPE OF THIS AMENDMENT

EXCLUDED FROM SCOPE OF THIS AMENDMENT BUT TO REMAIN INCLUDED IN CONDOMINIUM #6148 AS NO CHANGES WERE MADE

TAX LOT	UNIT NO.	UNIT AREA SQ.FT.	FLOOR NO. (continuous)	TOTAL UNITS	USE TYPE	NO. BDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (EXCLUSIVE COMMON ELEMENT)
1401	482CU	0 SQ. FT.	22	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1405	11CU	0 SQ. FT.	22	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1408	11PU	0 SQ. FT.	22	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1407	478PU	0 SQ. FT.	MAIN ROOF	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	482PU	0 SQ. FT.	22	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.

	AREA AT THIS FLOOR
478-482 BCE	2,627 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
482R UNIT	1403	854 SQ. FT.

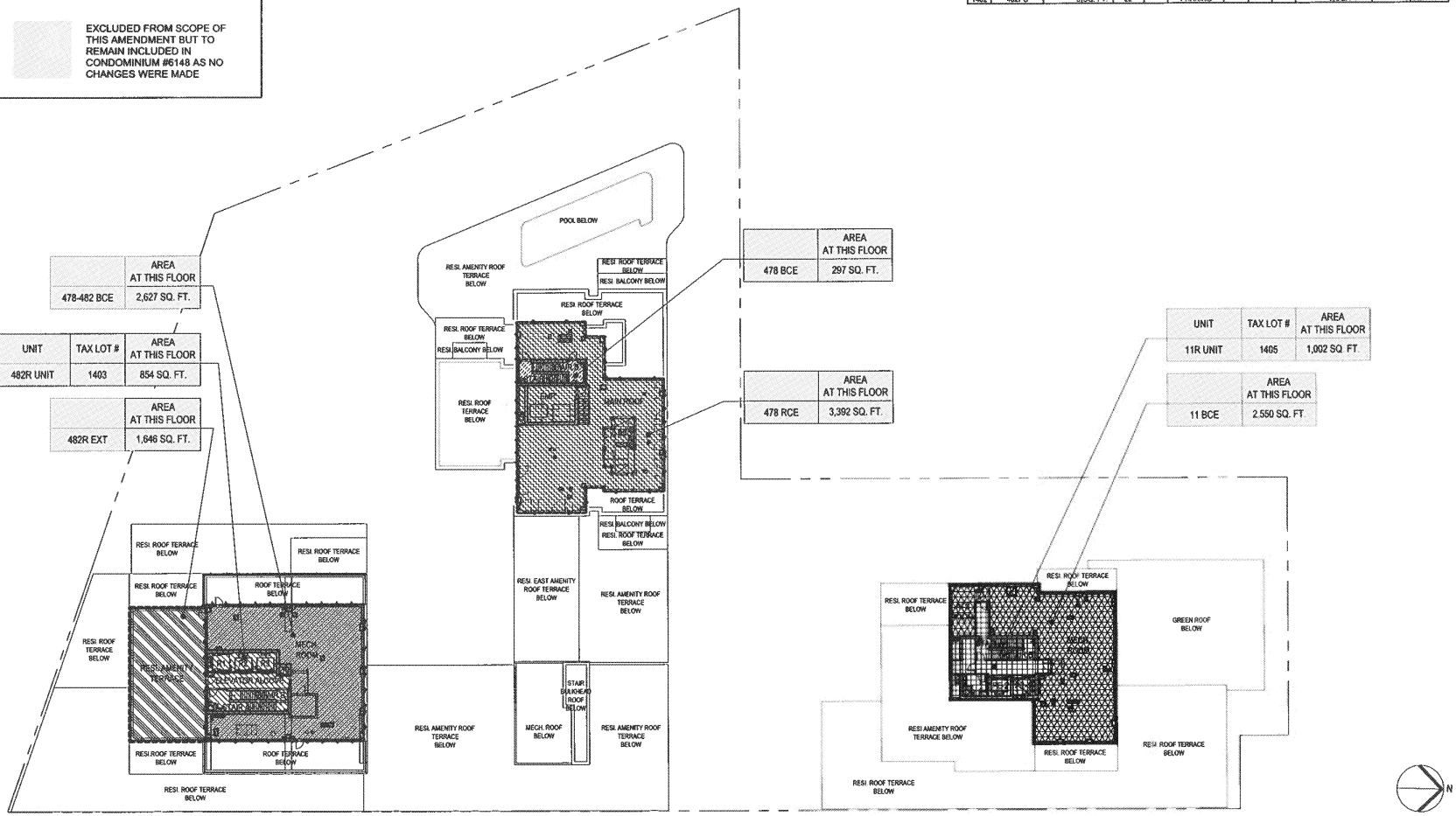
	AREA AT THIS FLOOR
482R EXT	1,646 SQ. FT.

	AREA AT THIS FLOOR
478 BCE	297 SQ. FT.

	AREA AT THIS FLOOR
478 RCE	3,392 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
11R UNIT	1405	1,002 SQ. FT.

	AREA AT THIS FLOOR
11 BCE	2,550 SQ. FT.



LEGEND & LOT INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403	854 SQ. FT.		478 RENTAL UNIT (478R UNIT)	1404			11 RENTAL UNIT (11R UNIT)	1405	1,002 SQ. FT.
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A	1,646 SQ. FT.		478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A			11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A	
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A			478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A	297 SQ. FT.		11 BUILDING COMMON ELEMENT (11 BCE)	N/A	2,550 SQ. FT.
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	3,392 SQ. FT.		482 COMMERCIAL UNIT (482CU)	1401	
									11 COMMERCIAL UNIT (11CU)	1406	
					TOWER COMMON ELEMENT (TCE)	N/A			482 COMMERCIAL EXTERIOR COMMON ELEMENT (482 COMM EXT)	N/A	
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A							482 PARKING UNIT (482PU)	1402	

GROSS FLOOR AREA	12,368 SQ. FT.	
478-480 PARKING UNIT (478PU)	1407	
11 PARKING UNIT (11PU)	1408	
GENERAL COMMON ELEMENT (GCE)	N/A	
478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	2,627 SQ. FT.
478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A	
11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A	

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY, ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

MEASURED VERTICALLY, EACH UNIT CONSISTS OF THE VOLUME FROM THE TOP OF THE FLOOR SLAB BELOW (LOCATED UNDER THE FINISH FLOORING AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE FLOOR SLAB ABOVE.

AS IS CUSTOMARY IN NEW YORK CITY, THE SQUARE FOOT AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA OF SUCH UNIT.

THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: **470 KENT AVE ASSOCIATES LLC**
C/O NAFTALI GROUP

ADDRESS: **152 WEST 57TH STREET, 45TH FLOOR**
NEW YORK, NY 10019

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDING, CITY OF NEW YORK, AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS, AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

REGISTERED ARCHITECT DAVID CHARLES WEST 020801 STATE OF NEW YORK

NOTARIZATION
SWORN TO AND SUBSCRIBED BEFORE ME THIS
30 DAY OF May 20 25

STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Suffolk County
01RA0020464
My Commission Expires 07/30/2028

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE 6/4/2025

TAX MAP SPECIALIST: PROPERTY DIVISION

HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T. 212.213.8007

PROJECT:
WILLIAMSBURG WHARF CONDOMINIUM

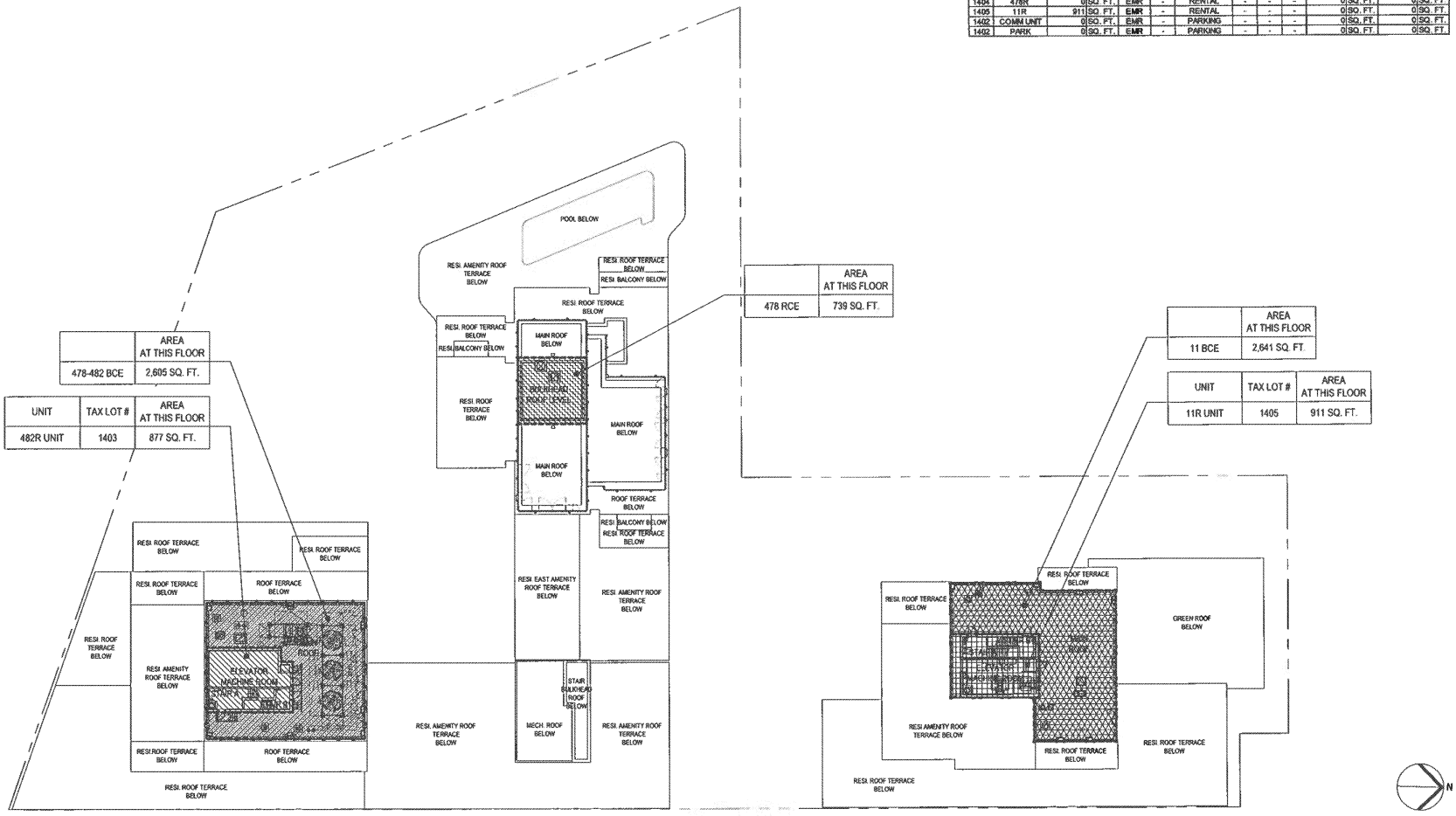
PROPOSED

DRAWING TITLE:
MARKETING FL:
CONSTRUCTION FL:

482 KENT AVE	478-480 KENT AVE	11 WHARF WAY
ROOF	MAIN LEVEL	ROOF
22ND	MAIN ROOF	22ND

DATE: 05/30/2025
PROJECT No: 19A06
SCALE: 1" = 32'-0"
SHEET SIZE: 22" X 14"

TAX LOT	UNIT NO.	UNIT AREA SQ.FT.	FLOOR NO. (CONSTRUCTION)	TOTAL UNITS	USE TYPE	NO. BDRMS	NO BATHS	NO 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (EXTERIOR COMMON ELEMENT)
1403	482R	877 SQ. FT.	EMR	-	RENTAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1408	TU	0 SQ. FT.	EMR	-	CONDO	-	-	-	0 SQ. FT.	0 SQ. FT.
1404	478R	0 SQ. FT.	EMR	-	RENTAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1405	11R	911 SQ. FT.	EMR	-	RENTAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	COMM UNIT	0 SQ. FT.	EMR	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	0 SQ. FT.	EMR	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.



	AREA AT THIS FLOOR
478-482 BCE	2,605 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
482R UNIT	1403	877 SQ. FT.

	AREA AT THIS FLOOR
478 RCE	739 SQ. FT.

	AREA AT THIS FLOOR
11 BCE	2,641 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
11R UNIT	1405	911 SQ. FT.

LEGEND & LOT INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403	877 SQ. FT.		478 RENTAL UNIT (478R UNIT)	1404			11 RENTAL UNIT (11R UNIT)	1405	911 SQ. FT.
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A			478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A			11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A	
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A			478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A			11 BUILDING COMMON ELEMENT (11 BCE)	N/A	2,641 SQ. FT.
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	739 SQ. FT.				
	TOWER UNITS (TU)	1406			TOWER COMMON ELEMENT (TCE)	N/A			COMMERCIAL UNIT (COMM UNIT)	1401	
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A							COMMERCIAL EXTERIOR COMMON ELEMENT (COMM EXT)	N/A	

GROSS FLOOR AREA		7,773 SQ. FT.
PARKING UNIT (PARK)	1402	
GENERAL COMMON ELEMENT (GCE)	N/A	
478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	2,605 SQ. FT.
478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A	
11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A	

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY, ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

MEASURED VERTICALLY, EACH UNIT CONSISTS OF THE VOLUME FROM THE TOP OF THE FLOOR SLAB BELOW (LOCATED UNDER THE FINISH FLOORING AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE FLOOR SLAB ABOVE.

AS IS CUSTOMARY IN NEW YORK CITY, THE SQUARE FOOT AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA OF SUCH UNIT.

THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: **479 KENT AVE ASSOCIATES LLC**
C/O NAFTALI GROUP

ADDRESS: **152 WEST 57TH STREET, 45TH FLOOR**
NEW YORK, NY 10019

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDING, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS, AND APPROXIMATE DIMENSIONS OF THE UNITS AS SHOWN.

REGISTERED ARCHITECT DAVID CHARLES WEST STATE OF NEW YORK 020801

NOTARIZATION
SWORN TO ME BEFORE THIS 30 DAY OF MAY, 2025

STATE OF NEW YORK NOTARY PUBLIC Qualified in Suffolk County 01RA0020464 My Commission Expires 07/31/2028

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS, KEY TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: 6/4/2025

TAX MAP SPECIALIST: PROPERTY DIVISION

HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T. 212 213 8007

PROJECT:
WILLIAMSBURG WHARF CONDOMINIUM

EXISTING

DRAWING TITLE:
MARKETING FL:
CONSTRUCTION FL:

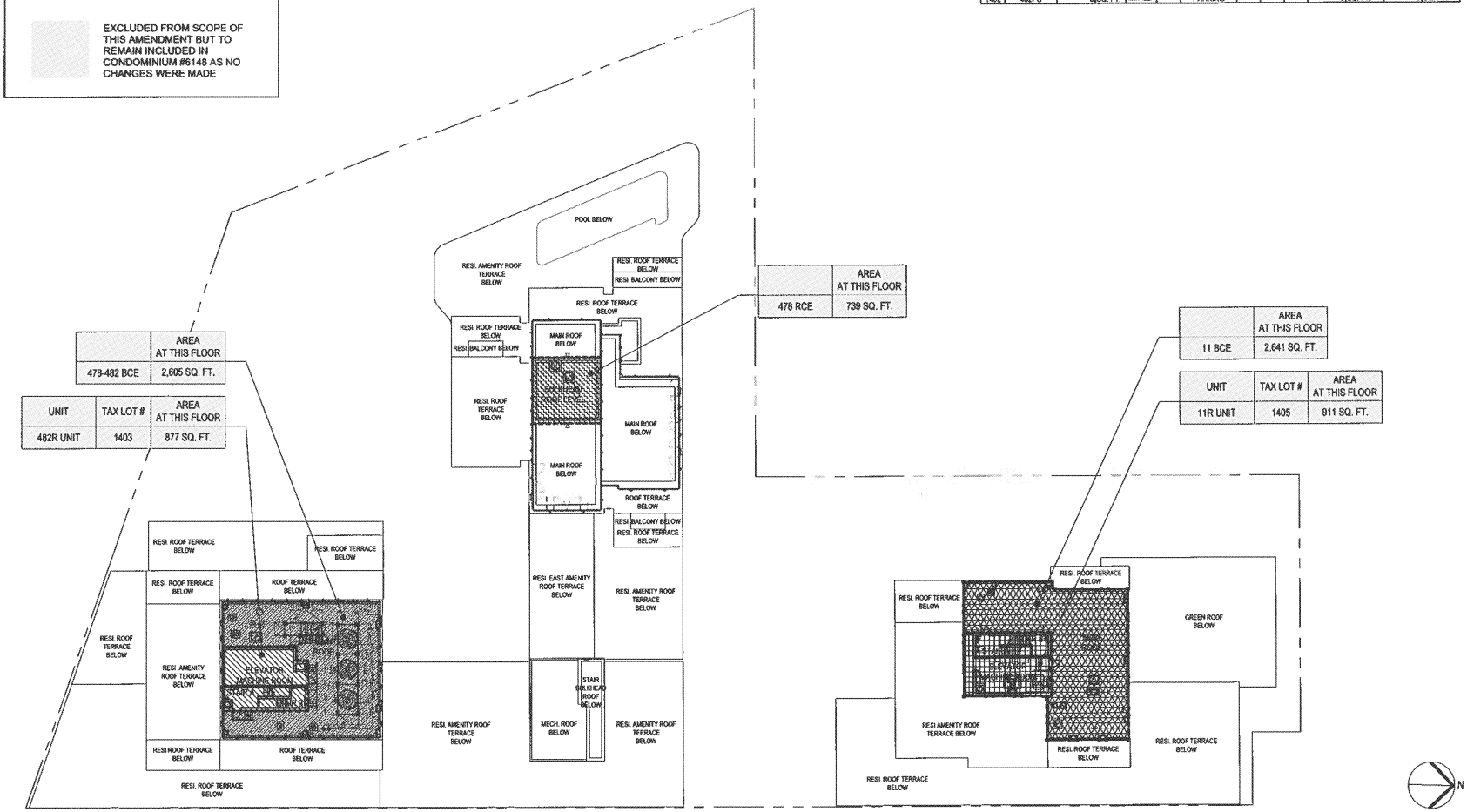
482 KENT AVE	479-480 KENT AVE	11 WHARF WAY
EMR LEVEL	EMR ROOF	EMR LEVEL
MAIR ROOF		MAIR ROOF
EMR LEVEL	EMR ROOF	EMR LEVEL
MAIR ROOF		MAIR ROOF

DATE: 05/30/2025
PROJECT No: 19A06
SCALE: 1" = 32'-0"
SHEET SIZE: 22" X 14"

INCLUDED IN SCOPE OF THIS AMENDMENT

EXCLUDED FROM SCOPE OF THIS AMENDMENT BUT TO REMAIN INCLUDED IN CONDOMINIUM #6148 AS NO CHANGES WERE MADE

TAX LOT	UNIT NO.	UNIT AREA SQ.FT.	FLOOR NO. (CELLAR DESIGNATION)	TOTAL UNITS	USE TYPE	NO. BDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (EXCLUSIVE COMMON ELEMENT)
1401	482CU	0 SQ. FT.	MAIN ROOF		COMMERCIAL				0 SQ. FT.	0 SQ. FT.
1406	11CU	0 SQ. FT.	MAIN ROOF	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1408	11PU	0 SQ. FT.	MAIN ROOF	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1407	478PU	0 SQ. FT.	MAIN ROOF	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	482PU	0 SQ. FT.	MAIN ROOF	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.



	AREA AT THIS FLOOR
478-482 BCE	2,605 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
482R UNIT	1403	877 SQ. FT.

	AREA AT THIS FLOOR
478 RCE	739 SQ. FT.

	AREA AT THIS FLOOR
11 BCE	2,641 SQ. FT.

UNIT	TAX LOT #	AREA AT THIS FLOOR
11R UNIT	1405	911 SQ. FT.

LEGEND & LOT INFORMATION

482 RENTAL UNIT (482R UNIT)	1403	877 SQ. FT.	478 RENTAL UNIT (478R UNIT)	1404		11 RENTAL UNIT (11R UNIT)	1405	911 SQ. FT.	478-480 PARKING UNIT (478PU)	1407	
482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A		478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A		11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A		11 PARKING UNIT (11PU)	1408	
482 BUILDING COMMON ELEMENT (482 BCE)	N/A		478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A		11 BUILDING COMMON ELEMENT (11 BCE)	N/A	2,641 SQ. FT.	GENERAL COMMON ELEMENT (GCE)	N/A	
			478-480 RESI. COMMON ELEMENT (478 RCE)	N/A	739 SQ. FT.	482 COMMERCIAL UNIT (482CU)	1401		478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A	2,605 SQ. FT.
						11 COMMERCIAL UNIT (11CU)	1406		478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A	
			TOWER COMMON ELEMENT (TCE)	N/A		482 COMMERCIAL EXTERIOR COMMON ELEMENT (482 COMM EXT)	N/A		11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A	
TOWER LIMITED COMMON ELEMENT (TLCE)	N/A					482 PARKING UNIT (482PU)	1402				

GROSS FLOOR AREA 7,773 SQ. FT.

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY, ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

MEASURED VERTICALLY, EACH UNIT CONSISTS OF THE VOLUME FROM THE TOP OF THE FLOOR SLAB BELOW (LOCATED UNDER THE FINISH FLOORING AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE FLOOR SLAB ABOVE.

AS IS CUSTOMARY IN NEW YORK CITY, THE SQUARE FOOT AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA OF SUCH UNIT.

THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: **470 KENT AVE ASSOCIATES LLC C/O NAFTALI GROUP**

ADDRESS: **152 WEST 57TH STREET, 45TH FLOOR NEW YORK, NY 10019**

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDING, CITY OF NEW YORK, AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS, AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

REGISTERED ARCHITECT DAVID CHARLES WEST STATE OF NEW YORK 026801

NOTARIZATION
SWORN TO BEFORE ME THIS
30 DAY OF JUNE, 2025

NOTARY PUBLIC
Qualified in Suffolk County
01RA0020464
MY COMMISSION EXPIRES 01/30/2028

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN

DATE 6/4/2025

TAX MAP SPECIALIST, PROPERTY DIVISION

HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T. 212.213.8007

PROJECT:
WILLIAMSBURG WHARF CONDOMINIUM

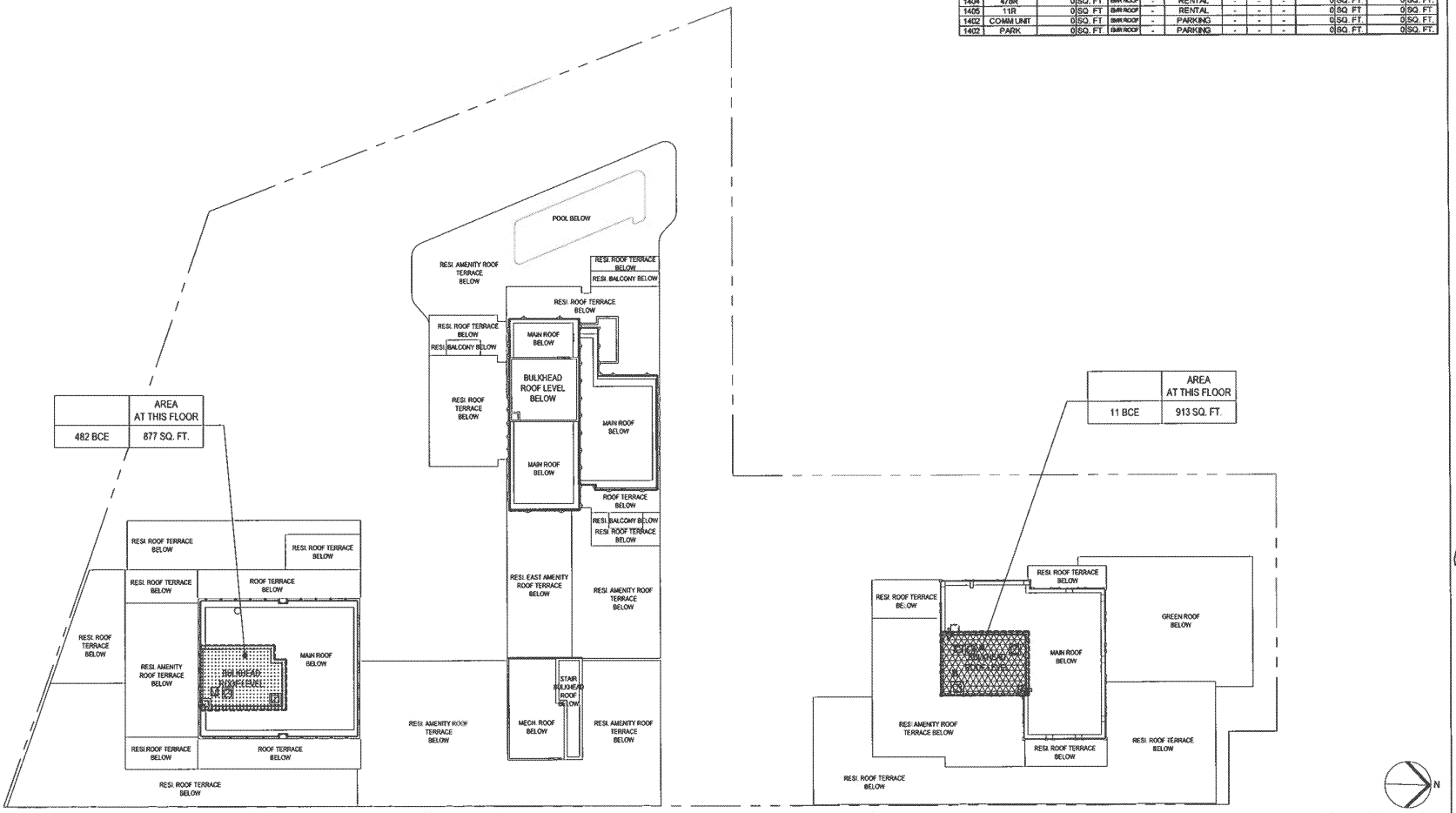
PROPOSED

DRAWING TITLE:
MARKETING FL:
CONSTRUCTION FL:

482 KENT AVE	478-480 KENT AVE	WHARF WAY
CNR LEVEL	BULKHEAD ROOF LEVEL	CNR LEVEL
MAIN ROOF	BULKHEAD ROOF LEVEL	MAIN ROOF

DATE: 05/30/2025
PROJECT No: 19A06
SCALE: 1" = 32'-0"
SHEET SIZE: 22" X 14"

TAX LOT	UNIT NO.	UNIT AREA SQ.FT.	FLOOR NO. (CONSTRUCTION)	TOTAL UNITS	USE TYPE	NO. BDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (EXTERIOR COMMON ELEMENT)
1403	482R	0 SQ. FT.	BMR ROOF	-	RENTAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1406	TU	0 SQ. FT.	BMR ROOF	-	CONDO	-	-	-	0 SQ. FT.	0 SQ. FT.
1404	478R	0 SQ. FT.	BMR ROOF	-	RENTAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1405	11R	0 SQ. FT.	BMR ROOF	-	RENTAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	COMM UNIT	0 SQ. FT.	BMR ROOF	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	PARK	0 SQ. FT.	BMR ROOF	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.



LEGEND & LOT INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403			478 RENTAL UNIT (478R UNIT)	1404			11 RENTAL UNIT (11R UNIT)	1405	
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A			478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A			11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A	
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A	877 SQ. FT.		478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A			11 BUILDING COMMON ELEMENT (11 BCE)	N/A	913 SQ. FT.
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A					
	TOWER UNITS (TU)	1406			TOWER COMMON ELEMENT (TCE)	N/A			COMMERCIAL UNIT (COMM UNIT)	1401	
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A							COMMERCIAL EXTERIOR COMMON ELEMENT (COMM EXT)	N/A	

GROSS FLOOR AREA		1,790 SQ. FT.
	PARKING UNIT (PARK)	1402
	GENERAL COMMON ELEMENT (GCE)	N/A
	478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A
	478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A
	11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A

DIMENSIONS OF UNITS

THE APPROXIMATE FLOOR AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY, ALONG A STRAIGHT LINE AT THE OUTER MOST POINT OF THE EXTERIOR SIDE OF THE EXTERIOR WALLS (COLUMNS, MECHANICAL PIPES, SHAFTS, SHAFTWAYS, CHASES, CHASEWAYS AND CONDUITS ARE NOT DEDUCTED FROM MEASUREMENT OF EACH UNIT) TO THE CENTERLINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING ONE UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS NOT WITHIN A UNIT OR ALONG A STRAIGHT LINE AT THE OUTERMOST POINT OF THE EXTERIOR SIDE OF THE OPPOSITE EXTERIOR WALLS. EACH UNIT IS MEASURED VERTICALLY FROM THE TOP OF THE FINISH FLOOR TO THE UNDERSIDE OF THE CEILING.

MEASURED VERTICALLY, EACH UNIT CONSISTS OF THE VOLUME FROM THE TOP OF THE FLOOR SLAB BELOW (LOCATED UNDER THE FINISH FLOORING AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE FLOOR SLAB ABOVE.

AS IS CUSTOMARY IN NEW YORK CITY, THE SQUARE FOOT AREAS OF A UNIT EXCEED THE USEABLE FLOOR AREA OF SUCH UNIT.

THE STATEMENT OF UNIT DIMENSIONS AS WRITTEN IN THE DECLARATION ARE REQUIRED TO BE INDICATED ON EACH SHEET OF THE FLOOR PLANS WHERE UNIT SPACE APPEARS.

DECLARANT

NAME: **470 KENT AVE ASSOCIATES LLC**
C/O NAFTALI GROUP

ADDRESS: **152 WEST 57TH STREET, 45TH FLOOR**
NEW YORK, NY 10019

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

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REGISTERED ARCHITECT DAVID CHARLES WEST 020801 STATE OF NEW YORK

NOTARIZATION
SWORN TO BEFORE ME THIS
30 DAY OF May, 2025

STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Suffolk County
01RA0020464
My Commission Expires 01/30/2028

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: 6/4/2025

TAX MAP SPECIALIST: PROPERTY DIVISION

HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T. 212 213 8007

PROJECT:
WILLIAMSBURG WHARF CONDOMINIUM

EXISTING

DRAWING TITLE:
MARKETING FL:
CONSTRUCTION FL:

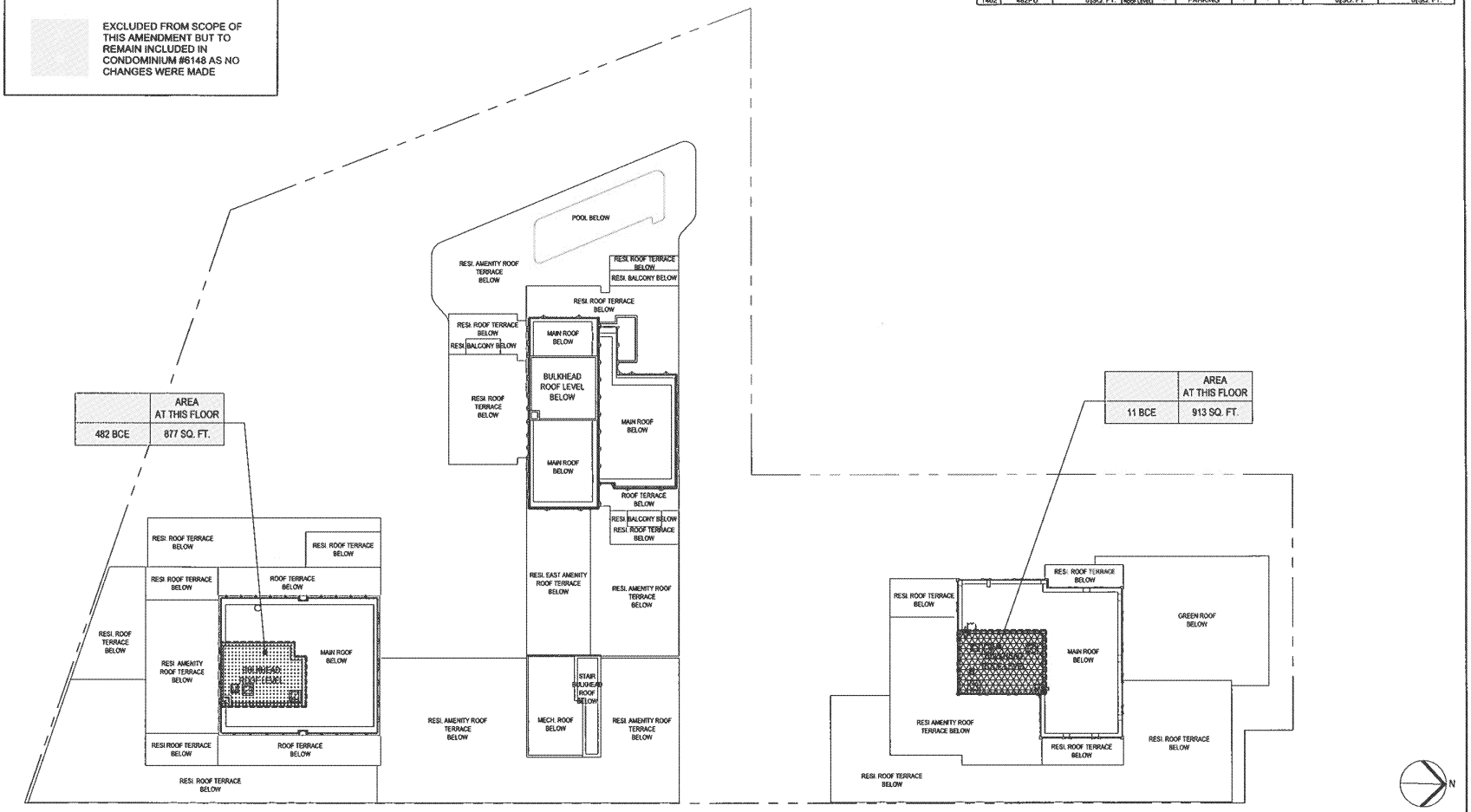
482 KENT AVE	478-480 KENT AVE	11 WHARF WAY
EMR ROOF		EMR ROOF
EMR ROOF		EMR ROOF

DATE: 05/30/2025
PROJECT No: 19A06
SCALE: 1" = 32'-0"
SHEET SIZE: 22" X 14"

INCLUDED IN SCOPE OF THIS AMENDMENT

EXCLUDED FROM SCOPE OF THIS AMENDMENT BUT TO REMAIN INCLUDED IN CONDOMINIUM #6148 AS NO CHANGES WERE MADE

TAX LOT	UNIT NO	UNIT AREA SQ FT.	FLOOR NO. (CONSTRUCTION)	TOTAL UNITS	USE TYPE	NO. BDRMS	NO. BATHS	NO. 1/2 BATHS	LCE (LIMITED COMMON ELEMENT)	ECE (EXTENSION COMMON ELEMENT)
1401	482CU	0 SQ. FT.	[illegible]	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1406	11CU	0 SQ. FT.	[illegible]	-	COMMERCIAL	-	-	-	0 SQ. FT.	0 SQ. FT.
1408	11PU	0 SQ. FT.	[illegible]	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1407	478PU	0 SQ. FT.	[illegible]	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.
1402	482PU	0 SQ. FT.	[illegible]	-	PARKING	-	-	-	0 SQ. FT.	0 SQ. FT.



LEGEND & LOT INFORMATION

	482 RENTAL UNIT (482R UNIT)	1403			478 RENTAL UNIT (478R UNIT)	1404			11 RENTAL UNIT (11R UNIT)	1405	
	482 RENTAL EXTERIOR COMMON ELEMENT (482R EXT)	N/A			478 RENTAL EXTERIOR COMMON ELEMENT (478R EXT)	N/A			11 RENTAL EXTERIOR COMMON ELEMENT (11R EXT)	N/A	
	482 BUILDING COMMON ELEMENT (482 BCE)	N/A	877 SQ. FT.		478-480 BUILDING COMMON ELEMENT (478 BCE)	N/A			11 BUILDING COMMON ELEMENT (11 BCE)	N/A	913 SQ. FT.
					478-480 RESI. COMMON ELEMENT (478 RCE)	N/A			482 COMMERCIAL UNIT (482CU)	1401	
									11 COMMERCIAL UNIT (11CU)	1406	
					TOWER COMMON ELEMENT (TCE)	N/A			482 COMMERCIAL EXTERIOR COMMON ELEMENT (482 COMM EXT)	N/A	
	TOWER LIMITED COMMON ELEMENT (TLCE)	N/A							482 PARKING UNIT (482PU)	1402	

GROSS FLOOR AREA	1,790 SQ. FT.
478-480 PARKING UNIT (478PU)	1407
11 PARKING UNIT (11PU)	1408
GENERAL COMMON ELEMENT (GCE)	N/A
478-480 AND 482 BUILDING COMMON ELEMENT (478-482 BCE)	N/A
478 AND 482 RENTAL COMMON ELEMENT (478-482 RCE)	N/A
11, 478 AND 482 RENTAL COMMON ELEMENT (RCE)	N/A

DIMENSIONS OF UNITS

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DECLARANT

NAME: 470 KENT AVE ASSOCIATES LLC
C/O NAFTALI GROUP

ADDRESS: 152 WEST 57TH STREET, 45TH FLOOR
NEW YORK, NY 10019

ARCHITECT'S CERTIFICATION

THE STATE OF NEW YORK
COUNTY OF BROOKLYN

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REGISTERED ARCHITECT DAVID CHARLES WEST 020801 STATE OF NEW YORK

NOTARIZATION
SWORN TO ME BEFORE THIS 30 DAY OF [illegible] 20 25

STATE OF NEW YORK NOTARY PUBLIC Qualified in Suffolk County 01RA0020464 MY COMMISSION EXPIRES 01/30/2028

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE 6/4/2025

TAX MAP SPECIALIST: PROPERTY DIVISION

HILL | WEST ARCHITECTS
11 BROADWAY
17TH FLOOR
NEW YORK, NY 10004
T. 212 213 8007

PROJECT
WILLIAMSBURG WHARF CONDOMINIUM

PROPOSED

DRAWING TITLE
MARKETING FL:
CONSTRUCTION FL:

482 KENT AVE	478-480 KENT AVE	11 WHARF WAY
BULKHEAD		BULKHEAD
ROOF LEVEL		ROOF LEVEL
BULKHEAD		BULKHEAD
ROOF LEVEL		ROOF LEVEL

DATE 05/30/2025
PROJECT No: 19A06
SCALE: 1" = 32'-0"
SHEET SIZE 22" X 14"

Exhibit C

To

Attachment 1

2129

2135

2159

2163

BROADWAY

SOUTH 8 STREET

SOUTH 11 STREET

KENT AVENUE

DIVISION AVENUE

2128

2023

56

39

40 C1649 S8041

37 C1434 S8041

S8041

38 S8041 C1396

36

150

1 C6148

160

125

156

148

126

Easement

Easement

Pierhead-and-Bulkhead

Pierhead-and-Bulkhead-310-45

Bulkhead

Pierhead

Pierhead 561.78

Pier Pierhead-and-Bulkhead

2023

LEGEND

TAX_LOT_POLYGON	50 Tax Lot Number	TAX_LOT_FACE	
TAX_BLOCK_POLYGON	50 Tax Block Number	Regular	
BOUNDARY	50 Condo FKA Tax Lot Number	Underwater	
POSSESSION_HOOK	C50 Condo Flag/Number	Unknown	
	A9000 Air Lot Flag/Number	50 Tax Lot Dimension	
	S8000 Sub Lot Flag/Number	+/- 50 Approximate Tax Lot Dimension	
	R REUC Flag		

The official tax maps for the City of New York are maintained by the Department of Finance Tax Map Office. Tax maps show the lot lines, the block and lot numbers, the street names, lot dimensions, and easements. The maps and information presented are for information purposes only. The City of New York Department of Finance is not responsible for errors, omissions, or geographic accuracy on these digital maps. The Geographic Information System (GIS) information presented should not be used for boundary lines or location and should not be used as a substitute for engineer drawings or surveys. Any use of this map for conveyances of property or any other legal proceeding is at the sole risk of the parties.

Bronx
Manhattan
Queens
Brooklyn
Staten Island

2129 2135 2159 2163
2128 2134
2023

Effective Date: 04/15/2025
End Date: Current

NYC Digital Tax Map
Borough of Brooklyn

Block: 2134

70 0 70 140 Feet

NYC Department of Finance

LiRo GIS, Inc.
A LiRo-Hill Company

Exhibit D

To

Attachment 1

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument.The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

2026051800262001001E03D5

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 7**

Document ID: 2026051800262001 Document Date: 05-14-2026 Preparation Date: 05-18-2026
Document Type: DEED
Document Page Count: 6

PRESENTER:
ROYAL ABSTRACT OF NEW YORK LLC (TITLE# 918493)
125 PARK AVENUE, SUITE 1610
NEW YORK, NY 10017
212-376-0900
sdejesus@ROYALABSTRACT.COM

RETURN TO:
ROYAL ABSTRACT OF NEW YORK LLC (TITLE# 918493)
125 PARK AVENUE, SUITE 1610
NEW YORK, NY 10017
212-376-0900
sdejesus@ROYALABSTRACT.COM

PROPERTY DATA

Borough	Block	Lot		Unit	Address
BROOKLYN	2134	1401	Entire Lot	482CU	11 WHARF WAY

Property Type: COMMERCIAL REAL ESTATE

CROSS REFERENCE DATA

CRFN_____ *or* DocumentID_____ *or* _____ Year_____ Reel____ Page_____ *or* File Number_____

PARTIES

GRANTOR/SELLER:
470 KENT AVE ASSOCIATES LLC
C/O THE NAFTALI GROUP, 152 WEST 57TH STREET, 45TH FLOOR
NEW YORK, NY 10019

GRANTEE/BUYER:
482 KENT AVE RETAIL LLC
C/O THE NAFTALI GROUP, 152 WEST 57TH STREET, 45TH FLOOR
NEW YORK, NY 10019

FEES AND TAXES

Mortgage :

Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	67.00
Affidavit Fee:	$	0.00

Filing Fee: $ 250.00

NYC Real Property Transfer Tax: $ 0.00

NYS Real Estate Transfer Tax: $ 0.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 05-20-2026 14:53
City Register File No.(CRFN): **2026000140364**

City Register Official Signature

DEED

THIS INDENTURE, made the 14th day of May, 2026

BETWEEN 470 KENT AVE ASSOCIATES LLC, a Delaware limited liability company, having an address c/o The Naftali Group, 152 West 57th Street, 45th Floor, New York, New York 10019, (the "Grantor"), and 482 KENT AVE RETAIL LLC, a Delaware limited liability company, having an address c/o The Naftali Group, 152 West 57th Street, 45th Floor, New York, New York 10019, (the "Grantee"),

That the Grantor, in consideration of Ten and 00/100 ($10.00) Dollars and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee, forever:

The condominium unit (the "Unit") in the premises known as the Williamsburg Wharf Condominium (the "Condominium") and by the street number 482 Kent Avenue, Borough of Brooklyn, County of Kings, City and State of New York, said Unit being designated and described as Unit **482CU** in the declaration ("Declaration") establishing a plan for condominium ownership of said premises under Article 9-B of the Real Property Law of the State of New York (the "Condominium Act"), dated October 15, 2024 and recorded in the Kings County Office of the Register of The City of New York (the "City Register's Office") on February 18, 2025 in City Register File Number 2025000044346, as amended by First Amendment to Declaration of Condominium dated March 11, 2025 and recorded April 11, 2025 as CRFN 2025000098817, as amended by Amended and Restated Declaration of Condominium dated March 18, 2025 and recorded on June 9, 2025 as CRFN 2025000153396 and also designated as Tax Lot(s) **1401** in Block 2134 of the Borough of Brooklyn on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of said building, certified by David Charles West, Registered Architect, on January 29, 2025, and filed in the Real Property Assessment Department of the City of New York on February 7, 2025 as Condominium Plan No. 6148 also filed in the City Register's Office on February 18, 2025, as CFRN 2025000044347, as amended by Amendment to Condominium No. 6148 certified by David Charles West, Registered Architect, on April 8, 2025 and filed in the Real Property Assessment Department of the City of New York on April 8, 2025 as Condominium Plan No. 6148A also filed in the City Register's Office on April 11, 2025 as CFRN2025000098818, and as amended by Amendment to Condominium No. 6148 certified by David Charles West, Registered Architect, on May 30, 2025 and filed in the Real Property Assessment Department of the City of New York on June 4, 2025 as Condominium Plan No. 6148B also filed in the City Register's Office on June 9, 2025 as CFRN 2025000153397. The premises within which the Unit is (are) located are more particularly described in Schedule A attached hereto and made a part hereof. All capitalized terms herein which are not separately defined herein shall have the meanings given to those terms in the Declaration or in the By-Laws of the Condominium. (Said By-Laws, as the same may be amended from time to time, are hereinafter referred to as the "By-Laws".)

Together with an undivided **1.9484%** percentage interest in the General Common Elements (as such term is defined in the Declaration).

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

Together with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-Laws, all of which shall constitute covenants running with the Land and shall bind any person having at any time any interest or estate in (any of) the Unit, as though recited and stipulated at length herein.

Subject also to the terms, conditions and obligations set forth in the Declaration of Deed Restriction and Maintenance dated as of June 8th, 2022 and recorded on December 4, 2023 as CRFN 2023000316463 and subject also to such other liens, agreements, covenants, easements, restrictions and other matters as pertain to the Unit and/or to the Property.

TO HAVE AND TO HOLD the same unto the Grantee and the heirs or successors and assigns of the Grantee forever.

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, or if any provision which is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of the Declaration shall control.

Except as otherwise specifically permitted by the Condominium Board (as such term is defined in the Declaration) or provided in the Declaration or By-Laws, the Unit is intended for all uses permitted by the Declaration.

The Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the same for any other purposes.

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

The term "Grantee" shall be read as "Grantees" whenever the sense of this indenture so requires.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this Indenture as of the day and year first above written.

GRANTOR:

470 KENT AVE ASSOCIATES LLC,
a Delaware limited liability company

By: _____
Name: Michael Naftali
Title: Authorized Signatory

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On the 4 day of May, 2026, before me, the undersigned, personally appeared Michael Naftali, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public
My commission expires: Feb. 12, 2030

LORRAINE BONILLA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BO6370813
Qualified in Bronx County
Commission Expires February 12, 2030

[*Signatures continue on following page.*]

GRANTEE:

482 KENT AVE RETAIL LLC,
a Delaware limited liability company

By: _____
Name: Michael Naftali
Title: Authorized Signatory

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On the 12 day of May, 2026, before me, the undersigned, personally appeared Michael Naftali, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public
My commission expires: Feb. 12, 2030

LORRAINE BONILLA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BO6370813
Qualified in Bronx County
Commission Expires February 12, 2030

SCHEDULE A
LEGAL DESCRIPTION

The condominium unit (the "Unit") in the premises known as the Williamsburg Wharf Condominium (the "Condominium") and by the street number 482 Kent Avenue, Borough of Brooklyn, County of Kings, City and State of New York, said Unit being designated and described as Unit 482CU in the declaration ("Declaration") establishing a plan for condominium ownership of said premises under Article 9-B of the Real Property Law of the State of New York (the "Condominium Act"), dated October 15, 2024 and recorded in the Kings County Office of the Register of The City of New York (the "City Register's Office") on February 18, 2025 in City Register File Number 2025000044346, as amended by First Amendment to Declaration of Condominium dated March 11, 2025 and recorded on April 11, 2025 as CRFN 2025000098817, as amended by Amended and Restated Declaration of Condominium dated March 18, 2025 and recorded on June 9, 2025 as CRFN 2025000153396 and also designated as Tax Lot(s) **1401** in Block 2134 of the Borough of Brooklyn on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of said building, certified by David Charles West, Registered Architect, on January 29, 2025, and filed in the Real Property Assessment Department of the City of New York on February 7, 2025 as Condominium Plan No. 6148 also filed in the City Register's Office on February 18, 2025, as CFRN 2025000044347, as amended by Amendment to Condominium No. 6148 certified by David Charles West, Registered Architect, on April 8, 2025 and filed in the Real Property Assessment Department of the City of New York on April 8, 2025 as Condominium Plan No. 6148A also filed in the City Register's Office on April 11, 2025 as CFRN2025000098818, and as amended by Amendment to Condominium No. 6148 certified by David Charles West, Registered Architect, on May 30, 2025 and filed in the Real Property Assessment Department of the City of New York on June 4, 2025 as Condominium Plan No. 6148B also filed in the City Register's Office on June 9, 2025 as CFRN 2025000153397. The premises within which the Unit is (are) located are more particularly described in Schedule A attached hereto and made a part hereof. All capitalized terms herein which are not separately defined herein shall have the meanings given to those terms in the Declaration or in the By-Laws of the Condominium. (Said By-Laws, as the same may be amended from time to time, are hereinafter referred to as the "By-Laws".)

Together with an undivided **1.9484%** percentage interest in the General Common Elements (as such term is defined in the Declaration).

The land on which the Building containing the Unit is situate is described as follows:

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

Beginning at the corner formed by the intersection of the westerly side of Kent Avenue with the northerly side of Division Avenue;

RUNNING THENCE N 70°58'00" W, along the northerly side of Division Avenue, a distance of 254.085 feet, to the United States Pierhead and Bulkhead Line, approved by the Secretary of War, February 25, 1918;

RUNNING THENCE N 21°09'30" W, along the United States Pierhead and Bulkhead Line, a distance of 227.56 feet, to a point;

RUNNING THENCE N 90°00'00" E, a distance of 189.33 feet, to a point;

RUNNING THENCE N 00°00'00" E, a distance of 220.27 feet, to a point.

RUNNING THENCE N 90°00'00" E, a distance of 103.50 feet, to a point;

RUNNING THENCE S 00°00'00" E, a distance of 19.75 feet, to a point.

RUNNING THENCE N 90°00'00" E, a distance of 29.50 feet, to the westerly side of Kent Avenue;

RUNNING THENCE S 00°00'00" E, along the westerly side of Kent Avenue a distance of

495.60 feet to the point or place of beginning.

The above-described parcel having a parcel area of 98,354 square feet, or 2.2579 acres.

The bearings indicated above refer to an assumed meridian holding Kent Ave as North and South.

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

2026051800262001001SCD54

SUPPORTING DOCUMENT COVER PAGE **PAGE 1 OF 1**

Document ID: 2026051800262001 Document Date: 05-14-2026 Preparation Date: 05-18-2026
Document Type: DEED

ASSOCIATED TAX FORM ID: 2026050500020

SUPPORTING DOCUMENTS SUBMITTED:

	Page Count
RP - 5217 REAL PROPERTY TRANSFER REPORT	1

FOR CITY USE ONLY

C1. County Code | | C2. Date Deed Recorded | / / | Month Day Year

C3. Book OR C5. CRFN | | C4. Page | |

REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

PROPERTY INFORMATION

1. Property Location: 11 (STREET NUMBER) | WHARF WAY 482CU (STREET NAME) | BROOKLYN (BOROUGH) | 11249 (ZIP CODE)

2. Buyer Name: 482 KENT AVE RETAIL LLC (LAST NAME / COMPANY) | (FIRST NAME)

(LAST NAME / COMPANY) | (FIRST NAME)

3. Tax Billing Address: Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form) (LAST NAME / COMPANY) | (FIRST NAME)

(STREET NUMBER AND STREET NAME) | (CITY OR TOWN) | (STATE) | (ZIP CODE)

4. Indicate the number of Assessment Roll parcels transferred on the deed: 1 # of Parcels OR ☐ Part of a Parcel

4A. Planning Board Approval - N/A for NYC
4B. Agricultural District Notice - N/A for NYC

5. Deed Property Size: (FRONT FEET) X (DEPTH) OR (ACRES)

Check the boxes below as they apply:
6. Ownership Type is Condominium ☐
7. New Construction on Vacant Land ☐

8. Seller Name: 470 KENT AVE ASSOCIATES LLC (LAST NAME / COMPANY) | (FIRST NAME)

(LAST NAME / COMPANY) | (FIRST NAME)

9. Check the box below which most accurately describes the use of the property at the time of sale:

A ☐ One Family Residential
B ☐ 2 or 3 Family Residential
C ☐ Residential Vacant Land
D ☐ Non-Residential Vacant Land
E ☑ Commercial
F ☐ Apartment
G ☐ Entertainment / Amusement
H ☐ Community Service
I ☐ Industrial
J ☐ Public Service

SALE INFORMATION

10. Sale Contract Date: 5 / 14 / 2026 (Month Day Year)

11. Date of Sale / Transfer: 5 / 14 / 2026 (Month Day Year)

12. Full Sale Price $ 0

(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations) *Please round to the nearest whole dollar amount.*

13. Indicate the value of personal property included in the sale

14. Check one or more of these conditions as applicable to transfer:

A ☐ Sale Between Relatives or Former Relatives
B ☐ Sale Between Related Companies or Partners in Business
C ☐ One of the Buyers is also a Seller
D ☐ Buyer or Seller is Government Agency or Lending Institution
E ☐ Deed Type not Warranty or Bargain and Sale (Specify Below)
F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)
G ☐ Significant Change in Property Between Taxable Status and Sale Dates
H ☐ Sale of Business is Included in Sale Price
I ☐ Other Unusual Factors Affecting Sale Price (Specify Below)
J ☑ None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class: R B

16. Total Assessed Value (of all parcels in transfer): 1,299,191

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))

BROOKLYN 2134 1401

20260505000202010 3

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER

BUYER SIGNATURE | DATE

C/O THE NAFTALI GROUP 152 WEST 57TH STREET, 45TH FLOOR

STREET NUMBER | STREET NAME (AFTER SALE)

NEW YORK | NY | 10019

CITY OR TOWN | STATE | ZIP CODE

BUYER'S ATTORNEY

LAST NAME | FIRST NAME

AREA CODE | TELEPHONE NUMBER

SELLER

SELLER SIGNATURE | DATE

2026050500020201

SIGNATURE RIDER TO RP-5217NYC
NYC REAL PROPERTY TRANSFER REPORT (con't)

BUYER:

482 KENT AVE RETAIL LLC,
a Delaware limited liability company

By: _____
Name: Michael Naftali
Title: Authorized Signatory

BUYER'S ATTORNEY:

Michael Werner
Fried, Frank, Harris, Shriver, & Jacobson LLP

Telephone Number: (212)-859-8213

SIGNATURE RIDER TO RP-5217NYC
NYC REAL PROPERTY TRANSFER REPORT

SELLER:

470 KENT AVE ASSOCIATES LLC,
a Delaware limited liability company

By:_____
Name: Michael Naftali
Title: Authorized Signatory

[*Signature Page Continues on Following Page*]

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument.The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

2026051801009001001E261A

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 9**

Document ID: 2026051801009001 Document Date: 05-14-2026 Preparation Date: 05-18-2026
Document Type: DEED
Document Page Count: 7

PRESENTER:
ROYAL ABSTRACT OF NEW YORK LLC (TITLE# 918493)
125 PARK AVENUE, SUITE 1610
NEW YORK, NY 10017
212-376-0900
sdejesus@ROYALABSTRACT.COM

RETURN TO:
ROYAL ABSTRACT OF NEW YORK LLC (TITLE# 918493)
125 PARK AVENUE, SUITE 1610
NEW YORK, NY 10017
212-376-0900
sdejesus@ROYALABSTRACT.COM

PROPERTY DATA

Borough	Block	Lot		Unit	Address
BROOKLYN	2134	1402	Entire Lot	482PU	11 WHARF WAY

Property Type: PARKING SPACE

Borough	Block	Lot		Unit	Address
BROOKLYN	2134	1407	Entire Lot	478PU	11 WHARF WAY

Property Type: PARKING SPACE

☒ Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN_____ *or* DocumentID_____ *or* _____ Year_____ Reel____ Page_____ *or* File Number_____

PARTIES

GRANTOR/SELLER:
470 KENT AVE ASSOCIATES LLC
C/O THE NAFTALI GROUP, 152 WEST 57TH STREET, 45TH FLOOR
NEW YORK, NY 10019

GRANTEE/BUYER:
WHARF WAY PARKING LLC
C/O THE NAFTALI GROUP, 152 WEST 57TH STREET, 45TH FLOOR
NEW YORK, NY 10019

FEES AND TAXES

Mortgage :

Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	78.00
Affidavit Fee:	$	0.00

Filing Fee: $ 250.00

NYC Real Property Transfer Tax: $ 0.00

NYS Real Estate Transfer Tax: $ 0.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 05-20-2026 14:53
City Register File No.(CRFN): **2026000140365**

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

2026051801009001001C249A

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 2 OF 9**

Document ID: 2026051801009001 Document Date: 05-14-2026 Preparation Date: 05-18-2026
Document Type: DEED

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	2134	1408 Entire Lot	11PU	11 WHARF WAY

Property Type: PARKING SPACE

DEED

THIS INDENTURE, made the 14th day of May, 2026

BETWEEN 470 KENT AVE ASSOCIATES LLC, a Delaware limited liability company, having an address c/o The Naftali Group, 152 West 57th Street, 45th Floor, New York, New York 10019, (the "Grantor"), and WHARF WAY PARKING LLC, a Delaware limited liability company, having an address c/o The Naftali Group, 152 West 57th Street, 45th Floor, New York, New York 10019, (the "Grantee"),

That the Grantor, in consideration of Ten and 00/100 ($10.00) Dollars and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee, forever:

The condominium units (the "Units") in the premises known as the Williamsburg Wharf Condominium (the "Condominium") and by the street addresses (i) 11 Wharf Way, (ii) 478-480 Kent Avenue and (iii) 482 Kent Avenue, Borough of Brooklyn, City, County and State of New York, said Units being designated and described as the unit numbers listed in Exhibit 1 attached hereto, in the declaration ("Declaration") establishing a plan for condominium ownership of said premises under Article 9-B of the Real Property Law of the State of New York (the "Condominium Act"), dated October 15, 2024 and recorded in the New York County Office of the Register of The City of New York (the "City Register's Office") on February 18, 2025 in City Register File Number 2025000044346, as amended by First Amendment to Declaration of Condominium dated March 11, 2025 and recorded on April 11, 2025 as CRFN 2025000098817, as amended by Amended and Restated Declaration of Condominium dated March 18, 2025 and recorded on June 9, 2025 as CRFN 2025000153396 and also designated as Tax Lot(s) listed in Exhibit 1 attached hereto, in Block 2134 of the Borough of Brooklyn on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of said building, certified by David Charles West, Registered Architect, on January 29, 2025, and filed in the Real Property Assessment Department of the City of New York on February 7, 2025 as Condominium Plan No. 6148 also filed in the City Register's Office on February 18, 2025, as CFRN 2025000044347, as amended by Amendment to Condominium No. 6148 certified by David Charles West, Registered Architect, on April 8, 2025 and filed in the Real Property Assessment Department of the City of New York on April 8, 2025 as Condominium Plan No. 6148A also filed in the City Register's Office on April 11, 2025 as CFRN2025000098818, and as amended by Amendment to Condominium No. 6148 certified by David Charles West, Registered Architect, on May 30, 2025 and filed in the Real Property Assessment Department of the City of New York on June 4, 2025 as Condominium Plan No. 6148B also filed in the City Register's Office on June 9, 2025 as CFRN 2025000153397. The premises within which the Units are located are more particularly described in Schedule A attached hereto and made a part hereof. All capitalized terms herein which are not separately defined herein shall have the meanings given to those terms in the Declaration or in the By-Laws of the Condominium. (Said By-Laws, as the same may be amended from time to time, are hereinafter referred to as the "By-Laws".)

Together with an undivided percentage interest in the General Common Elements (as such term is defined in the Declaration) as described in Exhibit 1 attached hereto;

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

Together with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-Laws, all of which shall constitute covenants running with the Land and shall bind any person having at any time any interest or estate in (any of) the Unit, as though recited and stipulated at length herein.

Subject also to the terms, conditions and obligations set forth in the Declaration of Deed Restriction and Maintenance dated as of June 8th, 2022 and recorded on December 4, 2023 as CRFN 2023000316463 and subject also to such other liens, agreements, covenants, easements, restrictions and other matters as pertain to the Unit and/or to the Property.

TO HAVE AND TO HOLD the same unto the Grantee and the heirs or successors and assigns of the Grantee forever.

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, or if any provision which is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of the Declaration shall control.

Except as otherwise specifically permitted by the Condominium Board (as such term is defined in the Declaration) or provided in the Declaration or By-Laws, the Unit is intended for all uses permitted by the Declaration.

The Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the same for any other purposes.

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

The term "Grantee" shall be read as "Grantees" whenever the sense of this indenture so requires.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this Indenture as of the day and year first above written.

GRANTOR:

470 KENT AVE ASSOCIATES LLC,
a Delaware limited liability company

By:_____
Name: Michael Naftali
Title: Authorized Signatory

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On the 12 day of May, 2026, before me, the undersigned, personally appeared Michael Naftali, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public
My commission expires: Feb. 12, 2030

LORRAINE BONILLA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BO6370813
Qualified in Bronx County
Commission Expires February 12, 2030

[*Signatures continue on following page*]

GRANTEE:

WHARF WAY PARKING LLC,
a Delaware limited liability company

By:_____
Name: Michael Naftali
Title: Authorized Signatory

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On the 12 day of May, 2026, before me, the undersigned, personally appeared Michael Naftali, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
My commission expires: Feb. 12, 2030

LORRAINE BONILLA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BO6370813
Qualified in Bronx County
Commission Expires February 12, 2030

SCHEDULE A
LEGAL DESCRIPTION

The condominium units (the "Units") in the premises known as the Williamsburg Wharf Condominium (the "Condominium") and by the street addresses (i) 11 Wharf Way, (ii) 478-480 Kent Avenue and (iii) 482 Kent Avenue, Borough of Brooklyn, County of Kings, City and State of New York, said Units being designated and described as the unit numbers listed in Exhibit 1 attached hereto, in the declaration ("Declaration") establishing a plan for condominium ownership of said premises under Article 9-B of the Real Property Law of the State of New York (the "Condominium Act"), dated October 15, 2024 and recorded in the Kings County Office of the Register of The City of New York (the "City Register's Office") on February 18, 2025 in City Register File Number 2025000044346, as amended by First Amendment to Declaration of Condominium dated March 11, 2025 and recorded on April 11, 2025 as CRFN 2025000098817, as amended by Amended and Restated Declaration of Condominium dated March 18, 2025 and recorded on June 9, 2025 as CRFN 2025000153396 and also designated as Tax Lot(s) listed in Exhibit 1 attached hereto, in Block 2134 of the Borough of Brooklyn on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of said building, certified by David Charles West, Registered Architect, on January 29, 2025, and filed in the Real Property Assessment Department of the City of New York on February 7, 2025 as Condominium Plan No. 6148 also filed in the City Register's Office on February 18, 2025, as CFRN 2025000044347, as amended by Amendment to Condominium No. 6148 certified by David Charles West, Registered Architect, on April 8, 2025 and filed in the Real Property Assessment Department of the City of New York on April 8, 2025 as Condominium Plan No. 6148A also filed in the City Register's Office on April 11, 2025 as CFRN2025000098818, and as amended by Amendment to Condominium No. 6148 certified by David Charles West, Registered Architect, on May 30, 2025 and filed in the Real Property Assessment Department of the City of New York on June 4, 2025 as Condominium Plan No. 6148B also filed in the City Register's Office on June 9, 2025 as CFRN 2025000153397. The premises within which the Units are located are more particularly described in Schedule A attached hereto and made a part hereof. All capitalized terms herein which are not separately defined herein shall have the meanings given to those terms in the Declaration or in the By-Laws of the Condominium. (Said By-Laws, as the same may be amended from time to time, are hereinafter referred to as the "By-Laws".)

Together with an undivided percentage interest in the General Common Elements (as such term is defined in the Declaration) as described in Exhibit 1 attached hereto.

The land on which the Building containing the Units is situate is described as follows:

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

Beginning at the corner formed by the intersection of the westerly side of Kent Avenue with the northerly side of Division Avenue;

RUNNING THENCE N 70°58'00" W, along the northerly side of Division Avenue, a distance of 254.085 feet, to the United States Pierhead and Bulkhead Line, approved by the Secretary of War, February 25, 1918;

RUNNING THENCE N 21°09'30" W, along the United States Pierhead and Bulkhead Line, a distance of 227.56 feet, to a point;

RUNNING THENCE N 90°00'00" E, a distance of 189.33 feet, to a point;

RUNNING THENCE N 00°00'00" E, a distance of 220.27 feet, to a point.

RUNNING THENCE N 90°00'00" E, a distance of 103.50 feet, to a point;

RUNNING THENCE S 00°00'00" E, a distance of 19.75 feet, to a point.

RUNNING THENCE N 90°00'00" E, a distance of 29.50 feet, to the westerly side of Kent Avenue;

RUNNING THENCE S 00°00'00" E, along the westerly side of Kent Avenue a distance of 495.60 feet to the point or place of beginning.

The above-described parcel having a parcel area of 98,354 square feet, or 2.2579 acres.

The bearings indicated above refer to an assumed meridian holding Kent Ave as North and South.

EXHIBIT 1
DESCRIPTION OF UNITS

UNIT NO.	TAX LOT	% INTEREST IN GENERAL COMMON ELEMENTS
482PU	1402	2.8004%
478PU	1407	0.4213%
11PU	1408	3.0305%

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

2026051801009001001SE89B

SUPPORTING DOCUMENT COVER PAGE **PAGE 1 OF 1**

Document ID: 2026051801009001 Document Date: 05-14-2026 Preparation Date: 05-18-2026
Document Type: DEED

ASSOCIATED TAX FORM ID: 2026050500018

SUPPORTING DOCUMENTS SUBMITTED:

	Page Count
RP - 5217 REAL PROPERTY TRANSFER REPORT	1

FOR CITY USE ONLY

C1. County Code ____ C2. Date Deed Recorded ____ / ____ / ____ (Month / Day / Year)

C3. Book OR C5. CRFN ____ C4. Page ____

REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

PROPERTY INFORMATION

1. Property Location: 11 (STREET NUMBER) | WHARF WAY 482PU (STREET NAME) | BROOKLYN (BOROUGH) | 11249 (ZIP CODE)

2. Buyer Name: WHARF WAY PARKING LLC (LAST NAME / COMPANY) | (FIRST NAME)

(LAST NAME / COMPANY) | (FIRST NAME)

3. Tax Billing Address: Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form) (LAST NAME / COMPANY) | (FIRST NAME)

(STREET NUMBER AND STREET NAME) | (CITY OR TOWN) | (STATE) | (ZIP CODE)

4. Indicate the number of Assessment Roll parcels transferred on the deed: 3 # of Parcels OR ☐ Part of a Parcel

4A. Planning Board Approval - N/A for NYC

4B. Agricultural District Notice - N/A for NYC

5. Deed Property Size: ____ (FRONT FEET) X ____ (DEPTH) OR ____ (ACRES)

Check the boxes below as they apply:

6. Ownership Type is Condominium ☐

7. New Construction on Vacant Land ☐

8. Seller Name: 470 KENT AVE ASSOCIATES LLC (LAST NAME / COMPANY) | (FIRST NAME)

(LAST NAME / COMPANY) | (FIRST NAME)

9. Check the box below which most accurately describes the use of the property at the time of sale:

A ☐ One Family Residential
B ☐ 2 or 3 Family Residential
C ☐ Residential Vacant Land
D ☐ Non-Residential Vacant Land
E ☑ Commercial
F ☐ Apartment
G ☐ Entertainment / Amusement
H ☐ Community Service
I ☐ Industrial
J ☐ Public Service

SALE INFORMATION

10. Sale Contract Date: 5 / 14 / 2026 (Month / Day / Year)

11. Date of Sale / Transfer: 5 / 14 / 2026 (Month / Day / Year)

12. Full Sale Price: $ 0

(Full Sale Price is the total amount paid for the property including personal property This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) *Please round to the nearest whole dollar amount.*

13. Indicate the value of personal property included in the sale: ____

14. Check one or more of these conditions as applicable to transfer:

A ☐ Sale Between Relatives or Former Relatives
B ☐ Sale Between Related Companies or Partners in Business
C ☐ One of the Buyers is also a Seller
D ☐ Buyer or Seller is Government Agency or Lending Institution
E ☐ Deed Type not Warranty or Bargain and Sale (Specify Below)
F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)
G ☐ Significant Change in Property Between Taxable Status and Sale Dates
H ☐ Sale of Business is Included in Sale Price
I ☐ Other Unusual Factors Affecting Sale Price (Specify Below)
J ☑ None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class: R G

16. Total Assessed Value (of all parcels in transfer): 2,630,782

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))

BROOKLYN 2134 1402 | BROOKLYN 2134 1407 | BROOKLYN 2134 1408

20260505000182010 3

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER

BUYER SIGNATURE | DATE

C/O THE NAFTALI GROUP 152 WEST 57TH STREET, 45TH FLOOR

STREET NUMBER | STREET NAME (AFTER SALE)

NEW YORK | NY | 10019

CITY OR TOWN | STATE | ZIP CODE

BUYER'S ATTORNEY

LAST NAME | FIRST NAME

AREA CODE | TELEPHONE NUMBER

SELLER

SELLER SIGNATURE | DATE

2026050500018201

SIGNATURE RIDER TO RP-5217NYC
NYC REAL PROPERTY TRANSFER REPORT (con't)

BUYER:

WHARF WAY PARKING LLC,
a Delaware limited liability company

By: _____
Name: Michael Natali
Title: Authorized Signatory

BUYER'S ATTORNEY:

Michael Werner
Fried, Frank, Harris, Shriver, & Jacobson LLP

Telephone Number: (212)-859-8213

[Signature Page to RP-5217NYC]

SIGNATURE RIDER TO RP-5217NYC
NYC REAL PROPERTY TRANSFER REPORT

SELLER:

470 KENT AVE ASSOCIATES LLC,
a Delaware limited liability company

By:_____
Name: Michael Naftali
Title: Authorized Signatory

[*Signature Page Continues on Following Page*]

The City of New York
Department of Environmental Protection
Bureau of Customer Services
59-17 Junction Boulevard
Flushing, NY 11373-5108

Customer Registration Form for Water and Sewer Billing

Property and Owner Information:

(1) **Property receiving service: BOROUGH: BROOKLYN** **BLOCK: 2134** **LOT: 1402**

(2) **Property Address: 11 WHARF WAY Unit 482PU, BROOKLYN, NY 11249**

(3) **Owner's Name:** **WHARF WAY PARKING LLC**

Additional Name:

Affirmation:

☑ Your water & sewer bills will be sent to the property address shown above.

Customer Billing Information:

Please Note:

A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, the property being placed in a lien sale by the City or Service Termination.

B. Original bills for water and/or sewer service will be mailed to the owner, **at the property address or to an alternate mailing address**. DEP will provide a duplicate copy of bills to one other party (such as a managing agent), however, any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her liability to pay all outstanding water and sewer charges. Contact DEP at (718) 595-7000 during business hours or visit www.nyc.gov/dep to provide us with the other party's information.

Owner's Approval:

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A & B under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.

Print Name of Owner:

Signature: _____ Date (mm/dd/yyyy)

Name and Title of Person Signing for Owner, if applicable:

SEE ATTACHED PAGE FOR ADDITIONAL APPLICABLE PROPERTIES

2026050500018101

The City of New York
Department of Environmental Protection
Bureau of Customer Services
59-17 Junction Boulevard
Flushing, NY 11373-5108

Customer Registration Form for Water and Sewer Billing

Borough	Block	Lot	Street	City	State	Zip
BROOKLYN	2134	1407	11 WHARF WAY 478PU	NY	NY	11249
BROOKLYN	2134	1408	11 WHARF WAY 11PU	NY	NY	11249

20260505001810105

SIGNATURE PAGE TO CUSTOMER REGISTRATION
FORM FOR WATER AND SEWER BILLING

OWNER:

WHARF WAY PARKING LLC,
a Delaware limited liability company

By:_____
Name: Michael Naftali
Title: Authorized Signatory

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument.The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

2026051800236001001EA0EB

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 7**

Document ID: 2026051800236001 Document Date: 05-14-2026 Preparation Date: 05-18-2026
Document Type: DEED
Document Page Count: 6

PRESENTER:
ROYAL ABSTRACT OF NEW YORK LLC
(TITLE#918493)
125 PARK AVENUE, SUITE 1610
NEW YORK, NY 10017
212-376-0900
sdejesus@ROYALABSTRACT.COM

RETURN TO:
ROYAL ABSTRACT OF NEW YORK LLC
(TITLE#918493)
125 PARK AVENUE, SUITE 1610
NEW YORK, NY 10017
212-376-0900
sdejesus@ROYALABSTRACT.COM

PROPERTY DATA

Borough	Block	Lot		Unit	Address
BROOKLYN	2134	1403	Entire Lot	482R	482 KENT AVENUE

Property Type: BULK SALE OF CONDOMINIUMS

CROSS REFERENCE DATA

CRFN_____ *or* DocumentID_____ *or* _____ Year_____ Reel____ Page_____ *or* File Number_____

PARTIES

GRANTOR/SELLER:
470 KENT AVE ASSOCIATES LLC
C/O THE NAFTALI GROUP, 152 WEST 57TH STREET, 45TH FLOOR
NEW YORK, NY 10019

GRANTEE/BUYER:
482 KENT AVE LLC
C/O THE NAFTALI GROUP, 152 WEST 57TH STREET, 45TH FLOOR
NEW YORK, NY 10019

FEES AND TAXES

Mortgage :		
Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	67.00
Affidavit Fee:	$	0.00

Filing Fee: $ 250.00
NYC Real Property Transfer Tax: $ 0.00
NYS Real Estate Transfer Tax: $ 0.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 05-20-2026 15:13
City Register File No.(CRFN): **2026000140407**

City Register Official Signature

DEED

THIS INDENTURE, made the 14th day of May, 2026

BETWEEN 470 KENT AVE ASSOCIATES LLC, a Delaware limited liability company, having an address c/o The Naftali Group, 152 West 57th Street, 45th Floor, New York, New York 10019, (the "Grantor"), and 482 KENT AVE LLC, a Delaware limited liability company, having an address c/o The Naftali Group, 152 West 57th Street, 45th Floor, New York, New York 10019, (the "Grantee"),

That the Grantor, in consideration of Ten and 00/100 ($10.00) Dollars and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee, forever:

The condominium unit (the "Unit") in the premises known as the Williamsburg Wharf Condominium (the "Condominium") and by the street number 482 Kent Avenue, Borough of Brooklyn, County of Kings, City and State of New York, said Unit being designated and described as Unit **482R** in the declaration ("Declaration") establishing a plan for condominium ownership of said premises under Article 9-B of the Real Property Law of the State of New York (the "Condominium Act"), dated October 15, 2024 and recorded in the Kings County Office of the Register of The City of New York (the "City Register's Office") on February 18, 2025 in City Register File Number 2025000044346, as amended by First Amendment to Declaration of Condominium dated March 11, 2025 and recorded April 11, 2025 as CRFN 2025000098817, as amended by Amended and Restated Declaration of Condominium dated March 18, 2025 and recorded on June 9, 2025 as CRFN 2025000153396 and also designated as Tax Lot(s) **1403** in Block 2134 of the Borough of Brooklyn on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of said building, certified by David Charles West, Registered Architect, on January 29, 2025, and filed in the Real Property Assessment Department of the City of New York on February 7, 2025 as Condominium Plan No. 6148 also filed in the City Register's Office on February 18, 2025, as CFRN 2025000044347, as amended by Amendment to Condominium No. 6148 certified by David Charles West, Registered Architect, on April 8, 2025 and filed in the Real Property Assessment Department of the City of New York on April 8, 2025 as Condominium Plan No. 6148A also filed in the City Register's Office on April 11, 2025 as CFRN2025000098818, and as amended by Amendment to Condominium No. 6148 certified by David Charles West, Registered Architect, on May 30, 2025 and filed in the Real Property Assessment Department of the City of New York on June 4, 2025 as Condominium Plan No. 6148B also filed in the City Register's Office on June 9, 2025 as CFRN 2025000153397. The premises within which the Unit is (are) located are more particularly described in Schedule A attached hereto and made a part hereof. All capitalized terms herein which are not separately defined herein shall have the meanings given to those terms in the Declaration or in the By-Laws of the Condominium. (Said By-Laws, as the same may be amended from time to time, are hereinafter referred to as the "By-Laws".)

Together with an undivided **36.1032%** percentage interest in the General Common Elements (as such term is defined in the Declaration).

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

Together with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-Laws, all of which shall constitute covenants running with the Land and shall bind any person having at any time any interest or estate in (any of) the Unit, as though recited and stipulated at length herein.

Subject also to the terms, conditions and obligations set forth in the Declaration of Deed Restriction and Maintenance dated as of June 8th, 2022 and recorded on December 4, 2023 as CRFN 2023000316463 and subject also to such other liens, agreements, covenants, easements, restrictions and other matters as pertain to the Unit and/or to the Property.

TO HAVE AND TO HOLD the same unto the Grantee and the heirs or successors and assigns of the Grantee forever.

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, or if any provision which is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of the Declaration shall control.

Except as otherwise specifically permitted by the Condominium Board (as such term is defined in the Declaration) or provided in the Declaration or By-Laws, the Unit is intended for all uses permitted by the Declaration.

The Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the same for any other purposes.

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

The term "Grantee" shall be read as "Grantees" whenever the sense of this indenture so requires.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this Indenture as of the day and year first above written.

GRANTOR:

470 KENT AVE ASSOCIATES LLC,
a Delaware limited liability company

By:_____
Name: Michael Naftali
Title: Authorized Signatory

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On the 10 day of May, 2026, before me, the undersigned, personally appeared Michael Naftali, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public
My commission expires: Feb. 12, 2030

[*Signatures continue on following page*]

LORRAINE BONILLA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BO6370813
Qualified in Bronx County
Commission Expires February 12, 2030

GRANTEE:

482 KENT AVE LLC,
a Delaware limited liability company

By: _____
Name: Michael Naftali
Title: Authorized Signatory

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On the 12 day of May, 2026, before me, the undersigned, personally appeared Michael Naftali, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public
My commission expires: Feb. 12, 2030

LORRAINE BONILLA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BO6370813
Qualified in Bronx County
Commission Expires February 12, 2030

SCHEDULE A
LEGAL DESCRIPTION

The condominium unit (the "Unit") in the premises known as the Williamsburg Wharf Condominium (the "Condominium") and by the street number 482 Kent Avenue, Borough of Brooklyn, County of Kings, City and State of New York, said Unit being designated and described as Unit **482R** in the declaration ("Declaration") establishing a plan for condominium ownership of said premises under Article 9-B of the Real Property Law of the State of New York (the "Condominium Act"), dated October 15, 2024 and recorded in the Kings County Office of the Register of The City of New York (the "City Register's Office") on February 18, 2025 in City Register File Number 2025000044346, as amended by First Amendment to Declaration of Condominium dated March 11, 2025 and recorded on April 11, 2025 as CRFN 2025000098817, as amended by Amended and Restated Declaration of Condominium dated March 18, 2025 and recorded on June 9, 2025 as CRFN 2025000153396 and also designated as Tax Lot(s) **1403** in Block 2134 of the Borough of Brooklyn on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of said building, certified by David Charles West, Registered Architect, on January 29, 2025, and filed in the Real Property Assessment Department of the City of New York on February 7, 2025 as Condominium Plan No. 6148 also filed in the City Register's Office on February 18, 2025, as CFRN 2025000044347, as amended by Amendment to Condominium No. 6148 certified by David Charles West, Registered Architect, on April 8, 2025 and filed in the Real Property Assessment Department of the City of New York on April 8, 2025 as Condominium Plan No. 6148A also filed in the City Register's Office on April 11, 2025 as CFRN2025000098818, and as amended by Amendment to Condominium No. 6148 certified by David Charles West, Registered Architect, on May 30, 2025 and filed in the Real Property Assessment Department of the City of New York on June 4, 2025 as Condominium Plan No. 6148B also filed in the City Register's Office on June 9, 2025 as CFRN 2025000153397. The premises within which the Unit is (are) located are more particularly described in Schedule A attached hereto and made a part hereof. All capitalized terms herein which are not separately defined herein shall have the meanings given to those terms in the Declaration or in the By-Laws of the Condominium. (Said By-Laws, as the same may be amended from time to time, are hereinafter referred to as the "By-Laws".)

Together with an undivided **36.1032%** percentage interest in the General Common Elements (as such term is defined in the Declaration).

The land on which the Building containing the Unit is situate is described as follows:

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

Beginning at the corner formed by the intersection of the westerly side of Kent Avenue with the northerly side of Division Avenue;

RUNNING THENCE N 70°58'00" W, along the northerly side of Division Avenue, a distance of 254.085 feet, to the United States Pierhead and Bulkhead Line, approved by the Secretary of War, February 25, 1918;

RUNNING THENCE N 21°09'30" W, along the United States Pierhead and Bulkhead Line, a distance of 227.56 feet, to a point;

RUNNING THENCE N 90°00'00" E, a distance of 189.33 feet, to a point;

RUNNING THENCE N 00°00'00" E, a distance of 220.27 feet, to a point.

RUNNING THENCE N 90°00'00" E, a distance of 103.50 feet, to a point;

RUNNING THENCE S 00°00'00" E, a distance of 19.75 feet, to a point.

RUNNING THENCE N 90°00'00" E, a distance of 29.50 feet, to the westerly side of Kent Avenue;

RUNNING THENCE S 00°00'00" E, along the westerly side of Kent Avenue a distance of 495.60 feet to the point or place of beginning.

The above-described parcel having a parcel area of 98,354 square feet, or 2.2579 acres.

The bearings indicated above refer to an assumed meridian holding Kent Ave as North and South.

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

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SUPPORTING DOCUMENT COVER PAGE **PAGE 1 OF 1**

Document ID: 2026051800236001 Document Date: 05-14-2026 Preparation Date: 05-18-2026
Document Type: DEED

ASSOCIATED TAX FORM ID: 2026050500017

SUPPORTING DOCUMENTS SUBMITTED:

	Page Count
RP - 5217 REAL PROPERTY TRANSFER REPORT	1

FOR CITY USE ONLY

C1. County Code | | C2. Date Deed Recorded | / / | Month Day Year

C3. Book OR C5. CRFN | | C4. Page | |

REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

PROPERTY INFORMATION

1. Property Location: 482 (STREET NUMBER) | KENT AVENUE 482R (STREET NAME) | BROOKLYN (BOROUGH) | 11249 (ZIP CODE)

2. Buyer Name: 482 KENT AVE LLC (LAST NAME / COMPANY) | (FIRST NAME)

(LAST NAME / COMPANY) | (FIRST NAME)

3. Tax Billing Address: Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form) | (LAST NAME / COMPANY) | (FIRST NAME)

(STREET NUMBER AND STREET NAME) | (CITY OR TOWN) | (STATE) | (ZIP CODE)

4. Indicate the number of Assessment Roll parcels transferred on the deed: 1 # of Parcels OR ☐ Part of a Parcel

4A. Planning Board Approval - N/A for NYC

4B. Agricultural District Notice - N/A for NYC

5. Deed Property Size: (FRONT FEET) X (DEPTH) OR (ACRES)

Check the boxes below as they apply:

6. Ownership Type is Condominium ☐

7. New Construction on Vacant Land ☐

8. Seller Name: 470 KENT AVE ASSOCIATES LLC (LAST NAME / COMPANY) | (FIRST NAME)

(LAST NAME / COMPANY) | (FIRST NAME)

9. Check the box below which most accurately describes the use of the property at the time of sale:

A ☐ One Family Residential
B ☐ 2 or 3 Family Residential
C ☐ Residential Vacant Land
D ☐ Non-Residential Vacant Land
E ☑ Commercial
F ☐ Apartment
G ☐ Entertainment / Amusement
H ☐ Community Service
I ☐ Industrial
J ☐ Public Service

SALE INFORMATION

10. Sale Contract Date: 5 / 14 / 2026 (Month / Day / Year)

11. Date of Sale / Transfer: 5 / 14 / 2026 (Month / Day / Year)

12. Full Sale Price $ 0

(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) *Please round to the nearest whole dollar amount.*

13. Indicate the value of personal property included in the sale

14. Check one or more of these conditions as applicable to transfer:

A ☐ Sale Between Relatives or Former Relatives
B ☐ Sale Between Related Companies or Partners in Business
C ☐ One of the Buyers is also a Seller
D ☐ Buyer or Seller is Government Agency or Lending Institution
E ☐ Deed Type not Warranty or Bargain and Sale (Specify Below)
F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)
G ☐ Significant Change in Property Between Taxable Status and Sale Dates
H ☐ Sale of Business is Included in Sale Price
I ☐ Other Unusual Factors Affecting Sale Price (Specify Below)
J ☑ None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class: RR

16. Total Assessed Value (of all parcels in transfer): 1,519,139,397

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))

BROOKLYN 2134 1403

20260505001720103

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER

BUYER SIGNATURE | DATE

C/O THE NAFTALI GROUP 152 WEST 57TH STREET, 45TH FLOOR

STREET NUMBER | STREET NAME (AFTER SALE)

NEW YORK | NY | 10019

CITY OR TOWN | STATE | ZIP CODE

BUYER'S ATTORNEY

LAST NAME | FIRST NAME

AREA CODE | TELEPHONE NUMBER

SELLER

SELLER SIGNATURE | DATE

2026050500017201

SIGNATURE RIDER TO RP-5217NYC
NYC REAL PROPERTY TRANSFER REPORT (con't)

BUYER:

482 KENT AVE LLC,
a Delaware limited liability company

By: _____
Name: Michael Naftali
Title: Authorized Signatory

BUYER'S ATTORNEY:

Michael Werner
Fried, Frank, Harris, Shriver, & Jacobson LLP

Telephone Number: (212)-859-8213

[Signature Page to RP-5217NYC]

SIGNATURE RIDER TO RP-5217NYC
NYC REAL PROPERTY TRANSFER REPORT

SELLER:

470 KENT AVE ASSOCIATES LLC,
a Delaware limited liability company

By:_____
Name: Michael Naftali
Title: Authorized Signatory

[*Signature Page Continues on Following Page*]

The City of New York
Department of Environmental Protection
Bureau of Customer Services
59-17 Junction Boulevard
Flushing, NY 11373-5108

Customer Registration Form for Water and Sewer Billing

Property and Owner Information:

(1) **Property receiving service: BOROUGH: BROOKLYN** **BLOCK: 2134** **LOT: 1403**

(2) **Property Address: 482 KENT AVENUE Unit 482R, BROOKLYN, NY 11249**

(3) **Owner's Name**: **482 KENT AVE LLC**

Additional Name:

Affirmation:

☑ Your water & sewer bills will be sent to the property address shown above.

Customer Billing Information:

Please Note:

A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, the property being placed in a lien sale by the City or Service Termination.

B. Original bills for water and/or sewer service will be mailed to the owner, **at the property address or to an alternate mailing address**. DEP will provide a duplicate copy of bills to one other party (such as a managing agent), however, any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her liability to pay all outstanding water and sewer charges. Contact DEP at (718) 595-7000 during business hours or visit www.nyc.gov/dep to provide us with the other party's information.

Owner's Approval:

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A & B under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.

Print Name of Owner:

Signature: _____ Date (mm/dd/yyyy)

Name and Title of Person Signing for Owner, if applicable:

2026050500017101

SIGNATURE PAGE TO CUSTOMER REGISTRATION
FORM FOR WATER AND SEWER BILLING

OWNER:

482 KENT AVE LLC,
a Delaware limited liability company

By:_____
Name: Michael Naftali
Title: Authorized Signatory

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument.The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

2026051800217001001E0C33

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 7**

Document ID: 2026051800217001 Document Date: 05-14-2026 Preparation Date: 05-18-2026
Document Type: DEED
Document Page Count: 6

PRESENTER:
ROYAL ABSTRACT OF NEW YORK LLC
(TITLE#918493)
125 PARK AVENUE, SUITE 1610
NEW YORK, NY 10017
212-376-0900
sdejesus@ROYALABSTRACT.COM

RETURN TO:
ROYAL ABSTRACT OF NEW YORK LLC
(TITLE#918493)
125 PARK AVENUE, SUITE 1610
NEW YORK, NY 10017
212-376-0900
sdejesus@ROYALABSTRACT.COM

PROPERTY DATA

Borough	Block	Lot		Unit	Address
BROOKLYN	2134	1404	Entire Lot	478R	480 KENT AVENUE

Property Type: BULK SALE OF CONDOMINIUMS

CROSS REFERENCE DATA

CRFN_____ *or* DocumentID_____ *or* _____ Year_____ Reel____ Page_____ *or* File Number_____

PARTIES

GRANTOR/SELLER:
470 KENT AVE ASSOCIATES LLC
C/O THE NAFTALI GROUP, 152 WEST 57TH STREET, 45TH FLOOR
NEW YORK, NY 10019

GRANTEE/BUYER:
478 KENT AVE LLC
C/O THE NAFTALI GROUP, 152 WEST 57TH STREET, 45TH FLOOR
NEW YORK, NY 10019

FEES AND TAXES

Mortgage :		
Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	67.00
Affidavit Fee:	$	0.00

Filing Fee:	$	250.00
NYC Real Property Transfer Tax:	$	0.00
NYS Real Estate Transfer Tax:	$	0.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 05-20-2026 14:23
City Register File No.(CRFN): **2026000140277**

City Register Official Signature

DEED

THIS INDENTURE, made the 14th day of May, 2026

BETWEEN 470 KENT AVE ASSOCIATES LLC, a Delaware limited liability company, having an address c/o The Naftali Group, 152 West 57th Street, 45th Floor, New York, New York 10019, (the "Grantor"), and 478 KENT AVE LLC, a Delaware limited liability company, having an address c/o The Naftali Group, 152 West 57th Street, 45th Floor, New York, New York 10019, (the "Grantee"),

That the Grantor, in consideration of Ten and 00/100 ($10.00) Dollars and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee, forever:

The condominium unit (the "Unit") in the premises known as the Williamsburg Wharf Condominium (the "Condominium") and by the street number 478-480 Kent Avenue, Borough of Brooklyn, County of Kings, City and State of New York, said Unit being designated and described as Unit **478R** in the declaration ("Declaration") establishing a plan for condominium ownership of said premises under Article 9-B of the Real Property Law of the State of New York (the "Condominium Act"), dated October 15, 2024 and recorded in the Kings County Office of the Register of The City of New York (the "City Register's Office") on February 18, 2025 in City Register File Number 2025000044346, as amended by First Amendment to Declaration of Condominium dated March 11, 2025 and recorded April 11, 2025 as CRFN 2025000098817, as amended by Amended and Restated Declaration of Condominium dated March 18, 2025 and recorded on June 9, 2025 as CRFN 2025000153396 and also designated as Tax Lot(s) **1404** in Block 2134 of the Borough of Brooklyn on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of said building, certified by David Charles West, Registered Architect, on January 29, 2025, and filed in the Real Property Assessment Department of the City of New York on February 7, 2025 as Condominium Plan No. 6148 also filed in the City Register's Office on February 18, 2025, as CFRN 2025000044347, as amended by Amendment to Condominium No. 6148 certified by David Charles West, Registered Architect, on April 8, 2025 and filed in the Real Property Assessment Department of the City of New York on April 8, 2025 as Condominium Plan No. 6148A also filed in the City Register's Office on April 11, 2025 as CFRN2025000098818, and as amended by Amendment to Condominium No. 6148 certified by David Charles West, Registered Architect, on May 30, 2025 and filed in the Real Property Assessment Department of the City of New York on June 4, 2025 as Condominium Plan No. 6148B also filed in the City Register's Office on June 9, 2025 as CFRN 2025000153397. The premises within which the Unit is (are) located are more particularly described in Schedule A attached hereto and made a part hereof. All capitalized terms herein which are not separately defined herein shall have the meanings given to those terms in the Declaration or in the By-Laws of the Condominium. (Said By-Laws, as the same may be amended from time to time, are hereinafter referred to as the "By-Laws".)

Together with an undivided **12.8086%** percentage interest in the General Common Elements (as such term is defined in the Declaration).

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

Together with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-Laws, all of which shall constitute covenants running with the Land and shall bind any person having at any time any interest or estate in (any of) the Unit, as though recited and stipulated at length herein.

Subject also to the terms, conditions and obligations set forth in the Declaration of Deed Restriction and Maintenance dated as of June 8th, 2022 and recorded on December 4, 2023 as CRFN 2023000316463 and subject also to such other liens, agreements, covenants, easements, restrictions and other matters as pertain to the Unit and/or to the Property.

TO HAVE AND TO HOLD the same unto the Grantee and the heirs or successors and assigns of the Grantee forever.

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, or if any provision which is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of the Declaration shall control.

Except as otherwise specifically permitted by the Condominium Board (as such term is defined in the Declaration) or provided in the Declaration or By-Laws, the Unit is intended for all uses permitted by the Declaration.

The Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the same for any other purposes.

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

The term "Grantee" shall be read as "Grantees" whenever the sense of this indenture so requires.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this Indenture as of the day and year first above written.

GRANTOR:

470 KENT AVE ASSOCIATES LLC,
a Delaware limited liability company

By: _____
Name: Michael Naftali
Title: Authorized Signatory

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On the 6 day of May, 2026, before me, the undersigned, personally appeared Michael Naftali, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public
My commission expires: Feb. 12, 2030

[*Signatures continue on following page*]

LORRAINE BONILLA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BO6370813
Qualified in Bronx County
Commission Expires February 12, 2030

GRANTEE:

478 KENT AVE LLC,
a Delaware limited liability company

By: _____
Name: Michael Naftali
Title: Authorized Signatory

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On the 12 day of May, 2026, before me, the undersigned, personally appeared Michael Naftali, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public
My commission expires: Feb. 12, 2030

LORRAINE BONILLA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BO6370813
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Commission Expires February 12, 2030

SCHEDULE A
LEGAL DESCRIPTION

The condominium unit (the "Unit") in the premises known as the Williamsburg Wharf Condominium (the "Condominium") and by the street number 478-480 Kent Avenue, Borough of Brooklyn, County of Kings, City and State of New York, said Unit being designated and described as Unit **478R** in the declaration ("Declaration") establishing a plan for condominium ownership of said premises under Article 9-B of the Real Property Law of the State of New York (the "Condominium Act"), dated October 15, 2024 and recorded in the Kings County Office of the Register of The City of New York (the "City Register's Office") on February 18, 2025 in City Register File Number 2025000044346, as amended by First Amendment to Declaration of Condominium dated March 11, 2025 and recorded on April 11, 2025 as CRFN 2025000098817, as amended by Amended and Restated Declaration of Condominium dated March 18, 2025 and recorded on June 9, 2025 as CRFN 2025000153396 and also designated as Tax Lot(s) **1404** in Block 2134 of the Borough of Brooklyn on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of said building, certified by David Charles West, Registered Architect, on January 29, 2025, and filed in the Real Property Assessment Department of the City of New York on February 7, 2025 as Condominium Plan No. 6148 also filed in the City Register's Office on February 18, 2025, as CFRN 2025000044347, as amended by Amendment to Condominium No. 6148 certified by David Charles West, Registered Architect, on April 8, 2025 and filed in the Real Property Assessment Department of the City of New York on April 8, 2025 as Condominium Plan No. 6148A also filed in the City Register's Office on April 11, 2025 as CFRN2025000098818, and as amended by Amendment to Condominium No. 6148 certified by David Charles West, Registered Architect, on May 30, 2025 and filed in the Real Property Assessment Department of the City of New York on June 4, 2025 as Condominium Plan No. 6148B also filed in the City Register's Office on June 9, 2025 as CFRN 2025000153397. The premises within which the Unit is (are) located are more particularly described in Schedule A attached hereto and made a part hereof. All capitalized terms herein which are not separately defined herein shall have the meanings given to those terms in the Declaration or in the By-Laws of the Condominium. (Said By-Laws, as the same may be amended from time to time, are hereinafter referred to as the "By-Laws".)

Together with an undivided **12.8086%** percentage interest in the General Common Elements (as such term is defined in the Declaration).

The land on which the Building containing the Unit is situate is described as follows:

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

Beginning at the corner formed by the intersection of the westerly side of Kent Avenue with the northerly side of Division Avenue;

RUNNING THENCE N 70°58'00" W, along the northerly side of Division Avenue, a distance of 254.085 feet, to the United States Pierhead and Bulkhead Line, approved by the Secretary of War, February 25, 1918;

RUNNING THENCE N 21°09'30" W, along the United States Pierhead and Bulkhead Line, a distance of 227.56 feet, to a point;

RUNNING THENCE N 90°00'00" E, a distance of 189.33 feet, to a point;

RUNNING THENCE N 00°00'00" E, a distance of 220.27 feet, to a point.

RUNNING THENCE N 90°00'00" E, a distance of 103.50 feet, to a point;

RUNNING THENCE S 00°00'00" E, a distance of 19.75 feet, to a point.

RUNNING THENCE N 90°00'00" E, a distance of 29.50 feet, to the westerly side of Kent Avenue;

RUNNING THENCE S 00°00'00" E, along the westerly side of Kent Avenue a distance of

495.60 feet to the point or place of beginning.

The above-described parcel having a parcel area of 98,354 square feet, or 2.2579 acres.

The bearings indicated above refer to an assumed meridian holding Kent Ave as North and South.

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

2026051800217001001SC2B2

SUPPORTING DOCUMENT COVER PAGE **PAGE 1 OF 1**

Document ID: 2026051800217001 Document Date: 05-14-2026 Preparation Date: 05-18-2026
Document Type: DEED

ASSOCIATED TAX FORM ID: 2026050500015

SUPPORTING DOCUMENTS SUBMITTED:

	Page Count
RP - 5217 REAL PROPERTY TRANSFER REPORT	1

FOR CITY USE ONLY

C1. County Code | | C2. Date Deed Recorded | / / | Month Day Year

C3. Book OR C5. CRFN | | C4. Page | |

REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

PROPERTY INFORMATION

1. Property Location: 480 (STREET NUMBER) | KENT AVENUE 478R (STREET NAME) | BROOKLYN (BOROUGH) | 11249 (ZIP CODE)

2. Buyer Name: 478 KENT AVE LLC (LAST NAME / COMPANY) | (FIRST NAME)

(LAST NAME / COMPANY) | (FIRST NAME)

3. Tax Billing Address: Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form) (LAST NAME / COMPANY) | (FIRST NAME)

(STREET NUMBER AND STREET NAME) | (CITY OR TOWN) | (STATE) | (ZIP CODE)

4. Indicate the number of Assessment Roll parcels transferred on the deed: 1 # of Parcels OR ☐ Part of a Parcel

4A. Planning Board Approval - N/A for NYC

4B. Agricultural District Notice - N/A for NYC

Check the boxes below as they apply:

6. Ownership Type is Condominium ☐

7. New Construction on Vacant Land ☐

5. Deed Property Size: (FRONT FEET) X (DEPTH) OR (ACRES)

8. Seller Name: 470 KENT AVE ASSOCIATES LLC (LAST NAME / COMPANY) | (FIRST NAME)

(LAST NAME / COMPANY) | (FIRST NAME)

9. Check the box below which most accurately describes the use of the property at the time of sale:

A ☐ One Family Residential
B ☐ 2 or 3 Family Residential
C ☐ Residential Vacant Land
D ☐ Non-Residential Vacant Land
E ☑ Commercial
F ☐ Apartment
G ☐ Entertainment / Amusement
H ☐ Community Service
I ☐ Industrial
J ☐ Public Service

SALE INFORMATION

10. Sale Contract Date: 5 / 14 / 2026 (Month / Day / Year)

11. Date of Sale / Transfer: 5 / 14 / 2026 (Month / Day / Year)

12. Full Sale Price: $ 0

(Full Sale Price is the total amount paid for the property including personal property This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations) *Please round to the nearest whole dollar amount*

13. Indicate the value of personal property included in the sale: |

14. Check one or more of these conditions as applicable to transfer:

A ☐ Sale Between Relatives or Former Relatives
B ☐ Sale Between Related Companies or Partners in Business
C ☐ One of the Buyers is also a Seller
D ☐ Buyer or Seller is Government Agency or Lending Institution
E ☐ Deed Type not Warranty or Bargain and Sale (Specify Below)
F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)
G ☐ Significant Change in Property Between Taxable Status and Sale Dates
H ☐ Sale of Business is Included in Sale Price
I ☐ Other Unusual Factors Affecting Sale Price (Specify Below)
J ☑ None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class: R R

16. Total Assessed Value (of all parcels in transfer): 5,389,564

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))

BROOKLYN 2134 1404 | | |

20260505000152010 3

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER

BUYER SIGNATURE | DATE

C/O THE NAFTALI GROUP 152 WEST 57TH STREET, 45TH FLOOR

STREET NUMBER | STREET NAME (AFTER SALE)

NEW YORK | NY | 10019

CITY OR TOWN | STATE | ZIP CODE

BUYER'S ATTORNEY

LAST NAME | FIRST NAME

AREA CODE | TELEPHONE NUMBER

SELLER

SELLER SIGNATURE | DATE

2026050500015201

SIGNATURE RIDER TO RP-5217NYC
NYC REAL PROPERTY TRANSFER REPORT (con't)

BUYER:

478 KENT AVE LLC,
a Delaware limited liability company

By: _____
Name: Michael Nafali
Title: Authorized Signatory

BUYER'S ATTORNEY:

Michael Werner
Fried, Frank, Harris, Shriver, & Jacobson LLP

Telephone Number: (212)-859-8213

SIGNATURE RIDER TO RP-5217NYC
NYC REAL PROPERTY TRANSFER REPORT

SELLER:

470 KENT AVE ASSOCIATES LLC,
a Delaware limited liability company

By:_____
Name: Michael Naftali
Title: Authorized Signatory

[*Signature Page Continues on Following Page*]

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument.The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

2026051800193001001E30A5

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 7**

Document ID: 2026051800193001 Document Date: 05-14-2026 Preparation Date: 05-18-2026
Document Type: DEED
Document Page Count: 6

PRESENTER:
ROYAL ABSTRACT OF NEW YORK LLC
(TITLE#918493)
125 PARK AVENUE, SUITE 1610
NEW YORK, NY 10017
212-376-0900
sdejesus@ROYALABSTRACT.COM

RETURN TO:
ROYAL ABSTRACT OF NEW YORK LLC
(TITLE#918493)
125 PARK AVENUE, SUITE 1610
NEW YORK, NY 10017
212-376-0900
sdejesus@ROYALABSTRACT.COM

PROPERTY DATA

Borough	Block	Lot		Unit	Address
BROOKLYN	2134	1405	Entire Lot	11R	11 WHARF WAY

Property Type: BULK SALE OF CONDOMINIUMS

CROSS REFERENCE DATA

CRFN_____ *or* DocumentID_____ *or* _____ Year_____ Reel____ Page_____ *or* File Number_____

PARTIES

GRANTOR/SELLER:
470 KENT AVE ASSOCIATES LLC
C/O THE NAFTALI GROUP, 152 WEST 57TH STREET, 45TH FLOOR
NEW YORK, NY 10019

GRANTEE/BUYER:
11 WHARF WAY LLC
C/O THE NAFTALI GROUP, 152 WEST 57TH STREET, 45TH FLOOR
NEW YORK, NY 10019

FEES AND TAXES

Mortgage :

Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	67.00
Affidavit Fee:	$	0.00

Filing Fee: $ 250.00

NYC Real Property Transfer Tax: $ 0.00

NYS Real Estate Transfer Tax: $ 0.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 05-20-2026 14:52
City Register File No.(CRFN): **2026000140350**

City Register Official Signature

DEED

THIS INDENTURE, made the 14th day of May, 2026

BETWEEN 470 KENT AVE ASSOCIATES LLC, a Delaware limited liability company, having an address c/o The Naftali Group, 152 West 57th Street, 45th Floor, New York, New York 10019, (the "Grantor"), and 11 WHARF WAY LLC, a Delaware limited liability company, having an address c/o The Naftali Group, 152 West 57th Street, 45th Floor, New York, New York 10019, (the "Grantee"),

That the Grantor, in consideration of Ten and 00/100 ($10.00) Dollars and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee, forever:

The condominium unit (the "Unit") in the premises known as the Williamsburg Wharf Condominium (the "Condominium") and by the street number 11 Wharf Way, Borough of Brooklyn, County of Kings, City and State of New York, said Unit being designated and described as Unit **11R** in the declaration ("Declaration") establishing a plan for condominium ownership of said premises under Article 9-B of the Real Property Law of the State of New York (the "Condominium Act"), dated October 15, 2024 and recorded in the Kings County Office of the Register of The City of New York (the "City Register's Office") on February 18, 2025 in City Register File Number 2025000044346, as amended by First Amendment to Declaration of Condominium dated March 11, 2025 and recorded April 11, 2025 as CRFN 2025000098817, as amended by Amended and Restated Declaration of Condominium dated March 18, 2025 and recorded on June 9, 2025 as CRFN 2025000153396 and also designated as Tax Lot(s) **1405** in Block 2134 of the Borough of Brooklyn on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of said building, certified by David Charles West, Registered Architect, on January 29, 2025, and filed in the Real Property Assessment Department of the City of New York on February 7, 2025 as Condominium Plan No. 6148 also filed in the City Register's Office on February 18, 2025, as CFRN 2025000044347, as amended by Amendment to Condominium No. 6148 certified by David Charles West, Registered Architect, on April 8, 2025 and filed in the Real Property Assessment Department of the City of New York on April 8, 2025 as Condominium Plan No. 6148A also filed in the City Register's Office on April 11, 2025 as CFRN 2025000098818, and as amended by Amendment to Condominium No. 6148 certified by David Charles West, Registered Architect, on May 30, 2025 and filed in the Real Property Assessment Department of the City of New York on June 4, 2025 as Condominium Plan No. 6148B also filed in the City Register's Office on June 9, 2025 as CFRN 2025000153397. The premises within which the Unit is (are) located are more particularly described in Schedule A attached hereto and made a part hereof. All capitalized terms herein which are not separately defined herein shall have the meanings given to those terms in the Declaration or in the By-Laws of the Condominium. (Said By-Laws, as the same may be amended from time to time, are hereinafter referred to as the "By-Laws".)

Together with an undivided **27.6298%** percentage interest in the General Common Elements (as such term is defined in the Declaration).

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

Together with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-Laws, all of which shall constitute covenants running with the Land and shall bind any person having at any time any interest or estate in (any of) the Unit, as though recited and stipulated at length herein.

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

The term "Grantee" shall be read as "Grantees" whenever the sense of this indenture so requires.

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IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this Indenture as of the day and year first above written.

GRANTOR:

470 KENT AVE ASSOCIATES LLC,
a Delaware limited liability company

By: _____
Name: Michael Naftali
Title: Authorized Signatory

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On the 12 day of May, 2026, before me, the undersigned, personally appeared Michael Naftali, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public
My commission expires: Feb. 12, 2030

LORRAINE BONILLA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BO6370813
Qualified in Bronx County
Commission Expires February 12, 2030

[*Signatures continue on following page.*]

GRANTEE:

11 WHARF WAY LLC,
a Delaware limited liability company

By: _____
Name: Michael Naftali
Title: Authorized Signatory

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On the 12 day of May, 2026, before me, the undersigned, personally appeared Michael Naftali, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
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NOTARY PUBLIC, STATE OF NEW YORK
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Commission Expires February 12, 2030

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The above-described parcel having a parcel area of 98,354 square feet, or 2.2579 acres.

The bearings indicated above refer to an assumed meridian holding Kent Ave as North and South.

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

2026051800193001001SFE24

SUPPORTING DOCUMENT COVER PAGE **PAGE 1 OF 1**

Document ID: 2026051800193001 Document Date: 05-14-2026 Preparation Date: 05-18-2026
Document Type: DEED

ASSOCIATED TAX FORM ID: 2026050500019

SUPPORTING DOCUMENTS SUBMITTED:

	Page Count
RP - 5217 REAL PROPERTY TRANSFER REPORT	1

FOR CITY USE ONLY

C1. County Code | | C2. Date Deed Recorded | / / | Month / Day / Year

C3. Book | | C4. Page | |

OR

C5. CRFN | |

REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

PROPERTY INFORMATION

1. Property Location: 11 (STREET NUMBER) | WHARF WAY 11R (STREET NAME) | BROOKLYN (BOROUGH) | 11249 (ZIP CODE)

2. Buyer Name: 11 WHARF WAY LLC (LAST NAME / COMPANY) | (FIRST NAME)

(LAST NAME / COMPANY) | (FIRST NAME)

3. Tax Billing Address: Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form) (LAST NAME / COMPANY) | (FIRST NAME)

(STREET NUMBER AND STREET NAME) | (CITY OR TOWN) | (STATE) | (ZIP CODE)

4. Indicate the number of Assessment Roll parcels transferred on the deed: 1 # of Parcels OR ☐ Part of a Parcel

4A. Planning Board Approval - N/A for NYC

4B. Agricultural District Notice - N/A for NYC

5. Deed Property Size: (FRONT FEET) X (DEPTH) OR (ACRES)

Check the boxes below as they apply:

6. Ownership Type is Condominium ☐

7. New Construction on Vacant Land ☐

8. Seller Name: 470 KENT AVE ASSOCIATES LLC (LAST NAME / COMPANY) | (FIRST NAME)

(LAST NAME / COMPANY) | (FIRST NAME)

9. Check the box below which most accurately describes the use of the property at the time of sale:

A ☐ One Family Residential
B ☐ 2 or 3 Family Residential
C ☐ Residential Vacant Land
D ☐ Non-Residential Vacant Land
E ☑ Commercial
F ☐ Apartment
G ☐ Entertainment / Amusement
H ☐ Community Service
I ☐ Industrial
J ☐ Public Service

SALE INFORMATION

10. Sale Contract Date: 5 / 14 / 2026 (Month / Day / Year)

11. Date of Sale / Transfer: 5 / 14 / 2026 (Month / Day / Year)

12. Full Sale Price: $ 0

(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) *Please round to the nearest whole dollar amount.*

13. Indicate the value of personal property included in the sale: |

14. Check one or more of these conditions as applicable to transfer:

A ☐ Sale Between Relatives or Former Relatives
B ☐ Sale Between Related Companies or Partners in Business
C ☐ One of the Buyers is also a Seller
D ☐ Buyer or Seller is Government Agency or Lending Institution
E ☐ Deed Type not Warranty or Bargain and Sale (Specify Below)
F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)
G ☐ Significant Change in Property Between Taxable Status and Sale Dates
H ☐ Sale of Business is Included in Sale Price
I ☐ Other Unusual Factors Affecting Sale Price (Specify Below)
J ☑ None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class: R R

16. Total Assessed Value (of all parcels in transfer): 11,625,985

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))

BROOKLYN 2134 1405 | | |

20260505000192010 3

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER

BUYER SIGNATURE | DATE

C/O THE NAFTALI GROUP 152 WEST 57TH STREET, 45TH FLOOR

STREET NUMBER | STREET NAME (AFTER SALE)

NEW YORK | NY | 10019

CITY OR TOWN | STATE | ZIP CODE

BUYER'S ATTORNEY

LAST NAME | FIRST NAME

AREA CODE | TELEPHONE NUMBER

SELLER

SELLER SIGNATURE | DATE

2026050500019201

SIGNATURE RIDER TO RP-5217NYC
NYC REAL PROPERTY TRANSFER REPORT

SELLER:

470 KENT AVE ASSOCIATES LLC,
a Delaware limited liability company

By:_____
Name: Michael Nattali
Title: Authorized Signatory

[*Signature Page Continues on Following Page*]

SIGNATURE RIDER TO RP-5217NYC
NYC REAL PROPERTY TRANSFER REPORT (con't)

BUYER:

11 WHARF WAY LLC,
a Delaware limited liability company

By: _____
Name: Michael Naftali
Title: Authorized Signatory

BUYER'S ATTORNEY:

Michael Werner
Fried, Frank, Harris, Shriver, & Jacobson LLP

Telephone Number: (212)-859-8213

The City of New York
Department of Environmental Protection
Bureau of Customer Services
59-17 Junction Boulevard
Flushing, NY 11373-5108

Customer Registration Form for Water and Sewer Billing

Property and Owner Information:

(1) **Property receiving service: BOROUGH: BROOKLYN** **BLOCK: 2134** **LOT: 1405**

(2) **Property Address: 11 WHARF WAY Unit 11R, BROOKLYN, NY 11249**

(3) **Owner's Name:** **11 WHARF WAY LLC**

Additional Name:

Affirmation:

☑ Your water & sewer bills will be sent to the property address shown above.

Customer Billing Information:

Please Note:

A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, the property being placed in a lien sale by the City or Service Termination.

B. Original bills for water and/or sewer service will be mailed to the owner, **at the property address or to an alternate mailing address.** DEP will provide a duplicate copy of bills to one other party (such as a managing agent), however, any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her liability to pay all outstanding water and sewer charges. Contact DEP at (718) 595-7000 during business hours or visit www.nyc.gov/dep to provide us with the other party's information.

Owner's Approval:

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A & B under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.

Print Name of Owner:

Signature: _____ Date (mm/dd/yyyy)

Name and Title of Person Signing for Owner, if applicable:

2026050500019101

SIGNATURE PAGE TO CUSTOMER REGISTRATION
FORM FOR WATER AND SEWER BILLING

OWNER:

11 WHARF WAY LLC,
a Delaware limited liability company

By:_____
Name: Michael Naftali
Title: Authorized Signatory

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument.The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

2026051800170001001E45A9

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 7**

Document ID: 2026051800170001 Document Date: 05-14-2026 Preparation Date: 05-18-2026
Document Type: DEED
Document Page Count: 6

PRESENTER:
ROYAL ABSTRACT OF NEW YORK LLC
(TITLE#918493)
125 PARK AVENUE, SUITE 1610
NEW YORK, NY 10017
212-376-0900
sdejesus@ROYALABSTRACT.COM

RETURN TO:
ROYAL ABSTRACT OF NEW YORK LLC
(TITLE#918493)
125 PARK AVENUE, SUITE 1610
NEW YORK, NY 10017
212-376-0900
sdejesus@ROYALABSTRACT.COM

PROPERTY DATA

Borough	Block	Lot		Unit	Address
BROOKLYN	2134	1406	Entire Lot	11CU	11 WHARF WAY

Property Type: COMMERCIAL REAL ESTATE

CROSS REFERENCE DATA

CRFN_____ *or* DocumentID_____ *or* _____ Year_____ Reel____ Page_____ *or* File Number_____

PARTIES

GRANTOR/SELLER:
470 KENT AVE ASSOCIATES LLC
C/O THE NAFTALI GROUP, 152 WEST 57TH STREET, 45TH FLOOR
NEW YORK, NY 10019

GRANTEE/BUYER:
11 WHARF WAY RETAIL LLC
C/O THE NAFTALI GROUP, 152 WEST 57TH STREET, 45TH FLOOR
NEW YORK, NY 10019

FEES AND TAXES

Mortgage :

Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	67.00
Affidavit Fee:	$	0.00

Filing Fee: $ 250.00

NYC Real Property Transfer Tax: $ 0.00

NYS Real Estate Transfer Tax: $ 0.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 05-20-2026 12:03
City Register File No.(CRFN): **2026000140003**

City Register Official Signature

DEED

THIS INDENTURE, made the 14th day of May, 2026

BETWEEN 470 KENT AVE ASSOCIATES LLC, a Delaware limited liability company, having an address c/o The Naftali Group, 152 West 57th Street, 45th Floor, New York, New York 10019, (the "Grantor"), and 11 WHARF WAY RETAIL LLC, a Delaware limited liability company, having an address c/o The Naftali Group, 152 West 57th Street, 45th Floor, New York, New York 10019, (the "Grantee"),

That the Grantor, in consideration of Ten and 00/100 ($10.00) Dollars and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee, forever:

The condominium unit (the "Unit") in the premises known as the Williamsburg Wharf Condominium (the "Condominium") and by the street number 11 Wharf Way, Borough of Brooklyn, County of Kings, City and State of New York, said Unit being designated and described as Unit **11CU** in the declaration ("Declaration") establishing a plan for condominium ownership of said premises under Article 9-B of the Real Property Law of the State of New York (the "Condominium Act"), dated October 15, 2024 and recorded in the Kings County Office of the Register of The City of New York (the "City Register's Office") on February 18, 2025 in City Register File Number 2025000044346, as amended by First Amendment to Declaration of Condominium dated March 11, 2025 and recorded April 11, 2025 as CRFN 2025000098817, as amended by Amended and Restated Declaration of Condominium dated March 18, 2025 and recorded on June 9, 2025 as CRFN 2025000153396 and also designated as Tax Lot(s) **1406** in Block 2134 of the Borough of Brooklyn on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of said building, certified by David Charles West, Registered Architect, on January 29, 2025, and filed in the Real Property Assessment Department of the City of New York on February 7, 2025 as Condominium Plan No. 6148 also filed in the City Register's Office on February 18, 2025, as CFRN 2025000044347, as amended by Amendment to Condominium No. 6148 certified by David Charles West, Registered Architect, on April 8, 2025 and filed in the Real Property Assessment Department of the City of New York on April 8, 2025 as Condominium Plan No. 6148A also filed in the City Register's Office on April 11, 2025 as CFRN2025000098818, and as amended by Amendment to Condominium No. 6148 certified by David Charles West, Registered Architect, on May 30, 2025 and filed in the Real Property Assessment Department of the City of New York on June 4, 2025 as Condominium Plan No. 6148B also filed in the City Register's Office on June 9, 2025 as CFRN 2025000153397. The premises within which the Unit is (are) located are more particularly described in Schedule A attached hereto and made a part hereof. All capitalized terms herein which are not separately defined herein shall have the meanings given to those terms in the Declaration or in the By-Laws of the Condominium. (Said By-Laws, as the same may be amended from time to time, are hereinafter referred to as the "By-Laws".)

Together with an undivided **1.1392%** percentage interest in the General Common Elements (as such term is defined in the Declaration).

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

Together with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-Laws, all of which shall constitute covenants running with the Land and shall bind any person having at any time any interest or estate in (any of) the Unit, as though recited and stipulated at length herein.

Subject also to the terms, conditions and obligations set forth in the Declaration of Deed Restriction and Maintenance dated as of June 8th, 2022 and recorded on December 4, 2023 as CRFN 2023000316463 and subject also to such other liens, agreements, covenants, easements, restrictions and other matters as pertain to the Unit and/or to the Property.

TO HAVE AND TO HOLD the same unto the Grantee and the heirs or successors and assigns of the Grantee forever.

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, or if any provision which is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of the Declaration shall control.

Except as otherwise specifically permitted by the Condominium Board (as such term is defined in the Declaration) or provided in the Declaration or By-Laws, the Unit is intended for all uses permitted by the Declaration.

The Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the same for any other purposes.

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

The term "Grantee" shall be read as "Grantees" whenever the sense of this indenture so requires.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this Indenture as of the day and year first above written.

GRANTOR:

470 KENT AVE ASSOCIATES LLC,
a Delaware limited liability company

By: _____
Name: Michael Naftali
Title: Authorized Signatory

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On the 12 day of May, 2026, before me, the undersigned, personally appeared Michael Naftali, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public
My commission expires: Feb. 12, 2030

LORRAINE BONILLA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BO6370813
Qualified in Bronx County
Commission Expires February 12, 2030

[*Signatures continue on following page.*]

GRANTEE:

11 WHARF WAY RETAIL LLC,
a Delaware limited liability company

By: _____
Name: Michael Naftali
Title: Authorized Signatory

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On the 12 day of May, 2026, before me, the undersigned, personally appeared Michael Naftali, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public
My commission expires: Feb 12, 2030

LORRAINE BONILLA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BO6370813
Qualified in Bronx County
Commission Expires February 12, 2030

SCHEDULE A
LEGAL DESCRIPTION

The condominium unit (the "Unit") in the premises known as the Williamsburg Wharf Condominium (the "Condominium") and by the street number 11 Wharf Way, Borough of Brooklyn, County of Kings, City and State of New York, said Unit being designated and described as Unit **11CU** in the declaration ("Declaration") establishing a plan for condominium ownership of said premises under Article 9-B of the Real Property Law of the State of New York (the "Condominium Act"), dated October 15, 2024 and recorded in the Kings County Office of the Register of The City of New York (the "City Register's Office") on February 18, 2025 in City Register File Number 2025000044346, as amended by First Amendment to Declaration of Condominium dated March 11, 2025 and recorded on April 11, 2025 as CRFN 2025000098817, as amended by Amended and Restated Declaration of Condominium dated March 18, 2025 and recorded on June 9, 2025 as CRFN 2025000153396 and also designated as Tax Lot(s) **1406** in Block 2134 of the Borough of Brooklyn on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of said building, certified by David Charles West, Registered Architect, on January 29, 2025, and filed in the Real Property Assessment Department of the City of New York on February 7, 2025 as Condominium Plan No. 6148 also filed in the City Register's Office on February 18, 2025, as CFRN 2025000044347, as amended by Amendment to Condominium No. 6148 certified by David Charles West, Registered Architect, on April 8, 2025 and filed in the Real Property Assessment Department of the City of New York on April 8, 2025 as Condominium Plan No. 6148A also filed in the City Register's Office on April 11, 2025 as CFRN2025000098818, and as amended by Amendment to Condominium No. 6148 certified by David Charles West, Registered Architect, on May 30, 2025 and filed in the Real Property Assessment Department of the City of New York on June 4, 2025 as Condominium Plan No. 6148B also filed in the City Register's Office on June 9, 2025 as CFRN 2025000153397. The premises within which the Unit is (are) located are more particularly described in Schedule A attached hereto and made a part hereof. All capitalized terms herein which are not separately defined herein shall have the meanings given to those terms in the Declaration or in the By-Laws of the Condominium. (Said By-Laws, as the same may be amended from time to time, are hereinafter referred to as the "By-Laws".)

Together with an undivided **1.1392%** percentage interest in the General Common Elements (as such term is defined in the Declaration).

The land on which the Building containing the Unit is situate is described as follows:

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

Beginning at the corner formed by the intersection of the westerly side of Kent Avenue with the northerly side of Division Avenue;

RUNNING THENCE N 70°58'00" W, along the northerly side of Division Avenue, a distance of 254.085 feet, to the United States Pierhead and Bulkhead Line, approved by the Secretary of War, February 25, 1918;

RUNNING THENCE N 21°09'30" W, along the United States Pierhead and Bulkhead Line, a distance of 227.56 feet, to a point;

RUNNING THENCE N 90°00'00" E, a distance of 189.33 feet, to a point;

RUNNING THENCE N 00°00'00" E, a distance of 220.27 feet, to a point.

RUNNING THENCE N 90°00'00" E, a distance of 103.50 feet, to a point;

RUNNING THENCE S 00°00'00" E, a distance of 19.75 feet, to a point.

RUNNING THENCE N 90°00'00" E, a distance of 29.50 feet, to the westerly side of Kent Avenue;

RUNNING THENCE S 00°00'00" E, along the westerly side of Kent Avenue a distance of 495.60 feet to the point or place of beginning.

The above-described parcel having a parcel area of 98,354 square feet, or 2.2579 acres.

The bearings indicated above refer to an assumed meridian holding Kent Ave as North and South.

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

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SUPPORTING DOCUMENT COVER PAGE **PAGE 1 OF 1**

Document ID: 2026051800170001 Document Date: 05-14-2026 Preparation Date: 05-18-2026
Document Type: DEED

ASSOCIATED TAX FORM ID: 2026050500016

SUPPORTING DOCUMENTS SUBMITTED:

	Page Count
RP - 5217 REAL PROPERTY TRANSFER REPORT	1

FOR CITY USE ONLY

C1. County Code | | C2. Date Deed Recorded | / / | Month Day Year

C3. Book OR C5. CRFN | | C4. Page | |

REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

PROPERTY INFORMATION

1. Property Location: 11 (STREET NUMBER) | WHARF WAY 11CU (STREET NAME) | BROOKLYN (BOROUGH) | 11249 (ZIP CODE)

2. Buyer Name: 11 WHARF WAY RETAIL LLC (LAST NAME / COMPANY) | (FIRST NAME)

(LAST NAME / COMPANY) | (FIRST NAME)

3. Tax Billing Address: Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form) (LAST NAME / COMPANY) | (FIRST NAME)

(STREET NUMBER AND STREET NAME) | (CITY OR TOWN) | (STATE) | (ZIP CODE)

4. Indicate the number of Assessment Roll parcels transferred on the deed: 1 # of Parcels OR ☐ Part of a Parcel

4A. Planning Board Approval - N/A for NYC

4B. Agricultural District Notice - N/A for NYC

5. Deed Property Size: (FRONT FEET) X (DEPTH) OR (ACRES)

Check the boxes below as they apply:

6. Ownership Type is Condominium ☐

7. New Construction on Vacant Land ☐

8. Seller Name: 470 KENT AVE ASSOCIATES LLC (LAST NAME / COMPANY) | (FIRST NAME)

(LAST NAME / COMPANY) | (FIRST NAME)

9. Check the box below which most accurately describes the use of the property at the time of sale:

A ☐ One Family Residential
B ☐ 2 or 3 Family Residential
C ☐ Residential Vacant Land
D ☐ Non-Residential Vacant Land
E ☑ Commercial
F ☐ Apartment
G ☐ Entertainment / Amusement
H ☐ Community Service
I ☐ Industrial
J ☐ Public Service

SALE INFORMATION

10. Sale Contract Date: 5 / 14 / 2026 (Month / Day / Year)

11. Date of Sale / Transfer: 5 / 14 / 2026 (Month / Day / Year)

12. Full Sale Price: $ 0

(Full Sale Price is the total amount paid for the property including personal property This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) *Please round to the nearest whole dollar amount.*

13. Indicate the value of personal property included in the sale:

14. Check one or more of these conditions as applicable to transfer:

A ☐ Sale Between Relatives or Former Relatives
B ☐ Sale Between Related Companies or Partners in Business
C ☐ One of the Buyers is also a Seller
D ☐ Buyer or Seller is Government Agency or Lending Institution
E ☐ Deed Type not Warranty or Bargain and Sale (Specify Below)
F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)
G ☐ Significant Change in Property Between Taxable Status and Sale Dates
H ☐ Sale of Business is Included in Sale Price
I ☐ Other Unusual Factors Affecting Sale Price (Specify Below)
J ☑ None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class: R B

16. Total Assessed Value (of all parcels in transfer): 5 9 4 0 7 8 2

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional Identifier(s))

BROOKLYN 2134 1406

20260505000162010 3

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER

BUYER SIGNATURE | DATE

C/O THE NAFTALI GROUP 152 WEST 57TH STREET, 45TH FLOOR

STREET NUMBER | STREET NAME (AFTER SALE)

NEW YORK | NY | 10019

CITY OR TOWN | STATE | ZIP CODE

BUYER'S ATTORNEY

LAST NAME | FIRST NAME

AREA CODE | TELEPHONE NUMBER

SELLER

SELLER SIGNATURE | DATE

2026050500016201

SIGNATURE RIDER TO RP-5217NYC
NYC REAL PROPERTY TRANSFER REPORT

SELLER:

470 KENT AVE ASSOCIATES LLC,
a Delaware limited liability company

By:_____
Name: Michael Naftali
Title: Authorized Signatory

[*Signature Page Continues on Following Page*]

SIGNATURE RIDER TO RP-5217NYC
NYC REAL PROPERTY TRANSFER REPORT (con't)

BUYER:

11 WHARF WAY RETAIL LLC,
a Delaware limited liability company

By: _____
Name: Michael Naftali
Title: Authorized Signatory

BUYER'S ATTORNEY:

Michael Werner
Fried, Frank, Harris, Shriver, & Jacobson LLP

Telephone Number: (212)-859-8213

The City of New York
Department of Environmental Protection
Bureau of Customer Services
59-17 Junction Boulevard
Flushing, NY 11373-5108

Customer Registration Form for Water and Sewer Billing

Property and Owner Information:

(1) **Property receiving service: BOROUGH: BROOKLYN** **BLOCK: 2134** **LOT: 1406**

(2) **Property Address: 11 WHARF WAY Unit 11CU, BROOKLYN, NY 11249**

(3) **Owner's Name:** **11 WHARF WAY RETAIL LLC**

Additional Name:

Affirmation:

☑ Your water & sewer bills will be sent to the property address shown above.

Customer Billing Information:

Please Note:

A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, the property being placed in a lien sale by the City or Service Termination.

B. Original bills for water and/or sewer service will be mailed to the owner, **at the property address or to an alternate mailing address**. DEP will provide a duplicate copy of bills to one other party (such as a managing agent), however, any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her liability to pay all outstanding water and sewer charges. Contact DEP at (718) 595-7000 during business hours or visit www.nyc.gov/dep to provide us with the other party's information.

Owner's Approval:

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A & B under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.

Print Name of Owner:

Signature: _____ Date (mm/dd/yyyy)

Name and Title of Person Signing for Owner, if applicable:

2026050500016101

SIGNATURE PAGE TO CUSTOMER REGISTRATION
FORM FOR WATER AND SEWER BILLING

OWNER:

11 WHARF WAY RETAIL LLC,
a Delaware limited liability company

By:_____
Name: Michael Naftali
Title: Authorized Signatory

Attachment 2

NEW YORK STATE | Department of Environmental Conservation

60-Day Advance Notification of Site Change of Use

Physical Alteration, Transfer of Certificate of Completion, and/or Ownership Required by 6NYCRR Part 375-1.11(d) and 375-1.9(f)

SUBMITTAL INSTRUCTIONS:

Please submit via Site Control Dropbox as described below, OR, if file size permits, by email to DERSiteControl@dec.ny.gov. Print to pdf before submitting.

You may submit your document(s) via ground mail at the address below however please – DO NOT submit both electronic and ground mail.

a.) VIA SITE CONTROL DROPBOX:

Request an Invitation

In the "Title" field, please include the following: "Change of Use – Site Name, Site # C224053.

After uploading files, an automated email will be sent to the submitter's email address with a link to verify the status of the submission. Please do not send a separate email to confirm receipt.

Packages submitted through third-party file transfer services will not be accepted.

b.) VIA GROUND MAIL:

Save the COU form w/attached file(s) and cover letter (optional) to an external storage device (e.g., thumb drive, flash drive). Do NOT include any paper.

Mail the external storage device to the following address:
Chief, Site Control Section
Division of Environmental Remediation
625 Broadway, 12th Floor
Albany, NY 12233-7020

Section I: Property Information	
Site Name: 470 Kent Avenue	DEC Site # C224053
Site Address: 470 Kent Avenue, Brooklyn, NY 11249	

Section II: Contact Information Person Submitting Notification	
Name: Alexis Saba	
Address1: Sive, Paget & Riesel, P.C.	
Address 2: 560 Lexington Avenue, New York, NY 10022	
Phone: 646-378-7217	E-mail: asaba@sprlaw.com

Section III: Type of Change and Date	
☑ Change of Ownership	
☑ Change of Remedial Parties	
☐ Transfer of Certificate of Completion	
☑ Other (e.g., any physical alteration or other change of use)	Change in SBL of Block 2134, former Lot 1
Proposed Date of Change (mm/dd/yyyy)	

Section IV: Description of Proposed Change (Required)

Please provide a brief narrative of the proposed changes(s) indicated above. Attach maps, drawings, and/or parcel information as needed. If "other" the description must explain and advise the DEC how such change may or may not affect the site's proposed, ongoing, or completed remedial program (attach additional sheets if needed).

This COU reflects three changes: (1) modification of the SBL description of the Site to reflect that a condominium has been formed on the area of Block 2134, former Lot 1 (current Block 2134, Lot 150 is unaffected); (2) a change in ownership/control of former Lot 1 from 470 Kent Ave Associates LLC to Williamsburg Wharf Condominium; and (3) the addition of the following entities as Applicants: 478 Kent Ave LLC, 482 Kent Ave LLC, 482 Kent Ave Retail LLC, Wharf Way Parking LLC, 11 Wharf Way LLC, 11 Wharf Way Retail LLC, and 470 Kent Ave Associates II LLC.

Section V: Certification Statement

Where the change results in a change in ownership or in responsibility for the proposed, ongoing, or completed remedial program for the site, the following certification must be completed (by owner or designated representative: see § 375-1.11(d)(4)(i):

I hereby certify that the prospective purchaser and/or remedial party has been provided a copy of any order, agreement, Site Management Plan, or State Assistance Contract regarding the Site's remedial program as well as a copy of all approved remedial work plans and reports.

Name: _____ 07/30/26

(Signature) (Date)

Michael Witek for 470 Kent Ave Associates LLC

(Print Name)

Address1: 152 W 57th Street, 45th Floor

Address2: New York, NY 10019

Phone: 212-759-9777 Email: mwitek@naftaligroup.com

Section VI: Contact Information for New Owner, Remedial Party, or CoC Holder

If the site will be sold or there will be a new remedial party, identify the prospective owner(s) or party(ies) along with contact information. If the site is subject to an Environment Easement, Deed Restriction, or Site Management Plan subject to periodic certification of institutional controls/engineering controls (IC/ECs), indicate who will be the certifying party (attach additional sheets if needed).

☑ Lot 150 ~~Prospective~~ Owner ☑ Prospective Remedial Party ☐ Prospective Owner Representative

Name: 470 Kent Ave Associates II LLC

Address:1 152 W 57th Street, 45th Floor

Address2: New York, NY 10019

Phone: 212-759-9777 Email: mwitek@naftaligroup.com

Cert. Party Name: 470 Kent Ave Associates LLC

Address:1 152 W 57th Street, 45th Floor

Address2: New York, NY 10019

Phone: 212-759-9777 Email: mwitek@naftaligroup.com

Section VII: Agreement to Notify DEC After Transfer

If Section VI applies, i.e., all or part of the site will be sold, in accordance with § 375-1.11(d)(4)(ii) 30 days after the transfer a letter to notify the DEC of the completion of the transfer must be provided. If the current owner is also the CoC holder for the site, the CoC should be transferred to the new owner using DEC's approved "Notice of Transfer of COC" forms found at Initial Notice And Transfer Of Certificate Of Completion - NYSDEC. This form has its own filing requirements at §375-1.9(f).

Signing below indicates that theses notices will be provided to the DEC within the specified timeframes as follows:

Within 30 days of the sale of the site, I agree to submit to the DEC:

1. The name and contact information for the new owner(s) per §375-1.11(d)(4)(ii)
2. The name and contact information for any owner representative; and
3. A Notice of Transfer using the DEC form Initial Notice And Transfer Of Certificate Of Completion - NYSDEC.

Name: _____ 07/30/26
(Signature) (Date)

Michael Witek for 470 Kent Ave Associates LLC
(Print Name)

Address1: 152 W 57th Street, 45th Floor

Address2: New York, NY 10019

Phone: 212-759-9777 Email: mwitek@naftaligroup.com

Continuation Sheet (if needed for multiple owners, representatives, or remedial parties)

☐ Prospective Owner ☑ Prospective Remedial Party ☐ Prospective Owner Representative

Name: 478 Kent Ave LLC

Address:1 152 W 57th Street, 45th Floor

Address2: New York, NY 10019

Phone: 212-759-9777 Email: mwitek@naftaligroup.com

☐ Prospective Owner ☑ Prospective Remedial Party ☐ Prospective Owner Representative

Name: 482 Kent Ave LLC

Address:1 152 W 57th Street, 45th Floor

Address2: New York, NY 10019

Phone: 212-759-9777 Email: mwitek@naftaligroup.com

☐ Prospective Owner ☑ Prospective Remedial Party ☐ Prospective Owner Representative

Name: 482 Kent Ave Retail LLC

Address:1 152 W 57th Street, 45th Floor

Address2: New York, NY 10019

Phone: 212-759-9777 Email: mwitek@naftaligroup.com

☐ Prospective Owner ☑ Prospective Remedial Party ☐ Prospective Owner Representative

Name: Wharf Way Parking LLC

Address:1 152 W 57th Street, 45th Floor

Address2: New York, NY 10019

Phone: 212-759-9777 Email: mwitek@naftaligroup.com

Continuation Sheet (if needed for multiple owners, representatives, or remedial parties)

☐ Prospective Owner ☑ Prospective Remedial Party ☐ Prospective Owner Representative

Name: 11 Wharf Way LLC

Address:1 152 W 57th Street, 45th Floor

Address2: New York, NY 10019

Phone: 212-759-9777 Email: mwitek@naftaligroup.com

☐ Prospective Owner ☑ Prospective Remedial Party ☐ Prospective Owner Representative

Name: 11 Wharf Way Retail LLC

Address:1 152 W 57th Street, 45th Floor

Address2: New York, NY 10019

Phone: 212-759-9777 Email: mwitek@naftaligroup.com

☐ Prospective Owner ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name:

Address:1

Address2:

Phone: Email:

☐ Prospective Owner ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name:

Address:1

Address2:

Phone: Email:

NEW YORK STATE | Department of Environmental Conservation

Instructions for Completing the 60-Day Advance Notification of Site Change of Use, Transfer of Certificate of Completion (CoC), and/or Ownership Form

Please submit via Site Control Dropbox Request an Invitation

In the "Title" field, please include the following: "Change of Use – Site Name, Site #

OR, if file size permits, by email to DERSiteControl@dec.ny.gov

Section I	**Description**
Site Name	Official DEC site name. (see http://www.dec.ny.gov/cfmx/extapps/derexternal/index.cfm?pageid=3)
DEC Site ID No.	DEC site identification number.

Section II	**Contact Information of Person Submitting Notification**
Name	Name of person submitting notification of site change of use, transfer of certificate of completion and/or ownership form.
Address1	Street address or P.O. box number of the person submitting notification.
Address2	City, state and zip code of the person submitting notification.
Phone	Phone number of the person submitting notification.
E-mail	E-mail address of the person submitting notification.

Section III	**Type of Change and Date**
Check Boxes	Check the appropriate box(s) for the type(s) of change about which you are notifying the Department. Check all that apply.
Proposed Date of Change	Date on which the change in ownership or remedial party, transfer of CoC, or other change is expected to occur.

Section IV	**Description**
Description	For each change checked in Section III, describe the proposed change. Provide all applicable maps, drawings, and/or parcel information. If "Other" is checked in Section III, explain how the change may affect the site's proposed, ongoing, or completed remedial program at the site. Please attach additional sheets, if needed.

Section Certification

This section must be filled out if the change of use results in a change of ownership or responsibility for the proposed, ongoing, or completed remedial program for the site. When completed, it provides DEC with a certification that the prospective purchaser has been provided a copy of any order, agreement, or State assistance contract as well as a copy of

Name	The owner of the site property or their designated representative must sign and date the certification statement. Print owner or designated representative's name on the line provided below the signature.
Address	Owner or designated representative's street address or P.O. Box
Address	Owner or designated representative's city, state and zip
Phon	Owner or designated representative's phone
E-Mail	Owner or designated representative's E-

Section Contact Information for New Owner, Remedial Party, and CoC Holder (if a CoC was issued)

Fill out this section only if the site is to be sold or there will be a new remedial party. Check the appropriate box to indicate whether the information being provided is for a Prospective Owner, CoC Holder (if site was ever issued a COC), Prospective Remedial Party, or Prospective Owner Representative. Identify the prospective owner or party and include contact information. A Continuation Sheet is provided at the end of this form for additional

Name	Name of Prospective Owner, Prospective Remedial Party or Prospective Owner
Address	Street address or P.O. Box number for the Prospective Owner, Prospective Remedial Party, or Prospective Owner Representative.
Address	City, state and zip code for the Prospective Owner, Prospective Remedial Party, or Prospective Owner Representative.
Phon	Phone number for the Prospective Owner, Prospective Remedial Party or Prospective Owner Representative.
E-Mail	E-mail address of the Prospective Owner, Prospective Remedial Party or Prospective Owner Representative.

If the site is subject to an Environmental Easement, Deed Restriction, or Site Management Plan requiring periodic certification of institutional controls/engineering controls (IC/EC), indicate who will be the certifying party(ies). Attach additional sheets, if needed.

Certifying Party Name	Name of Certifying
Address	Certifying Party's street address or P.O. Box
Address	Certifying Party's city, state and zip
Phone	Certifying Party's Phone
E-Mail	Certifying Party's E-mail

Section VII Agreement to Notify DEC After Property Transfer/Sale

This section must be filled out for all property transfers of all or part of the site. If the site also has a CoC, then the CoC shall be transferred using DEC's form found at http://www.dec.ny.gov/chemical/54736.html

Filling out and signing this section of the form indicates you will comply with the post transfer notifications within the required timeframes specified on the form. If a CoC has been issued for the site, the DEC will allow 30 days for the post transfer notification so that the "Notice of CoC Transfer Form" and proof of it's filing can be included. Normally the required post transfer notification must be submitted within 15 day (per 375-1.11(d)(3)(ii)) when no CoC is involved.

Name	Current property owner must sign and date the form on the designated lines. Print owner's name on the line provided.
Address1	Current owner's street address.
Address2	Current owner's city, state and zip code.

Attachment 3

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Entity Information

Return to Results | Return to Search

Entity Details

ENTITY NAME: 470 KENT AVE ASSOCIATES II LLC
FOREIGN LEGAL NAME: 470 KENT AVE ASSOCIATES II LLC
ENTITY TYPE: FOREIGN LIMITED LIABILITY COMPANY
SECTIONOF LAW: LIMITED LIABILITY COMPANY - 802 LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY COMPANY LAW
DATE OF INITIAL DOS FILING: 10/26/2022
EFFECTIVE DATE INITIAL FILING: 10/26/2022
FOREIGN FORMATION DATE: 08/25/2022
COUNTY: NEW YORK
JURISDICTION: DELAWARE, UNITED STATES

DOS ID: 6624517
FICTITIOUS NAME:
DURATION DATE/LATEST DATE OF DISSOLUTION:
ENTITY STATUS: ACTIVE
REASON FOR STATUS:
INACTIVE DATE:
STATEMENT STATUS: CURRENT
NEXT STATEMENT DUE DATE: 10/31/2026
NFP CATEGORY:

ENTITY DISPLAY | NAME HISTORY | FILING HISTORY | MERGER HISTORY | ASSUMED NAME HISTORY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: C/O CORPORATION SERVICE COMPANY

Address: 80 STATE STREET, ALBANY, NY, UNITED STATES, 12207

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share

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Entity Information

Return to Results | Return to Search

Entity Details

ENTITY NAME: 11 WHARF WAY RETAIL LLC
FOREIGN LEGAL NAME: 11 WHARF WAY RETAIL LLC
ENTITY TYPE: FOREIGN LIMITED LIABILITY COMPANY
SECTIONOF LAW: LIMITED LIABILITY COMPANY - 802 LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY COMPANY LAW
DATE OF INITIAL DOS FILING: 05/01/2026
EFFECTIVE DATE INITIAL FILING: 05/01/2026
FOREIGN FORMATION DATE: 02/04/2025
COUNTY: NEW YORK
JURISDICTION: DELAWARE, UNITED STATES

DOS ID: 7904552
FICTITIOUS NAME:
DURATION DATE/LATEST DATE OF DISSOLUTION:
ENTITY STATUS: ACTIVE
REASON FOR STATUS:
INACTIVE DATE:
STATEMENT STATUS: CURRENT
NEXT STATEMENT DUE DATE: 05/31/2028
NFP CATEGORY:

ENTITY DISPLAY | NAME HISTORY | FILING HISTORY | MERGER HISTORY | ASSUMED NAME HISTORY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: C/O CORPORATION SERVICE COMPANY

Address: 80 STATE STREET, ALBANY, NY, UNITED STATES, 12207 - 2543

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share

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Entity Information

Return to Results | Return to Search

Entity Details

ENTITY NAME: 11 WHARF WAY LLC
FOREIGN LEGAL NAME: 11 WHARF WAY LLC
ENTITY TYPE: FOREIGN LIMITED LIABILITY COMPANY
SECTIONOF LAW: LIMITED LIABILITY COMPANY - 802 LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY COMPANY LAW
DATE OF INITIAL DOS FILING: 05/01/2026
EFFECTIVE DATE INITIAL FILING: 05/01/2026
FOREIGN FORMATION DATE: 01/27/2025
COUNTY: NEW YORK
JURISDICTION: DELAWARE, UNITED STATES

DOS ID: 7904562
FICTITIOUS NAME:
DURATION DATE/LATEST DATE OF DISSOLUTION:
ENTITY STATUS: ACTIVE
REASON FOR STATUS:
INACTIVE DATE:
STATEMENT STATUS: CURRENT
NEXT STATEMENT DUE DATE: 05/31/2028
NFP CATEGORY:

ENTITY DISPLAY | NAME HISTORY | FILING HISTORY | MERGER HISTORY | ASSUMED NAME HISTORY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: C/O CORPORATION SERVICE COMPANY

Address: 80 STATE STREET, ALBANY, NY, UNITED STATES, 12207 - 2543

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share

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Entity Information

Return to Results | Return to Search

Entity Details

ENTITY NAME: WHARF WAY PARKING LLC
FOREIGN LEGAL NAME: WHARF WAY PARKING LLC
ENTITY TYPE: FOREIGN LIMITED LIABILITY COMPANY
SECTIONOF LAW: LIMITED LIABILITY COMPANY - 802 LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY COMPANY LAW
DATE OF INITIAL DOS FILING: 05/01/2026
EFFECTIVE DATE INITIAL FILING: 05/01/2026
FOREIGN FORMATION DATE: 03/20/2026
COUNTY: NEW YORK
JURISDICTION: DELAWARE, UNITED STATES

DOS ID: 7904553
FICTITIOUS NAME:
DURATION DATE/LATEST DATE OF DISSOLUTION:
ENTITY STATUS: ACTIVE
REASON FOR STATUS:
INACTIVE DATE:
STATEMENT STATUS: CURRENT
NEXT STATEMENT DUE DATE: 05/31/2028
NFP CATEGORY:

ENTITY DISPLAY | NAME HISTORY | FILING HISTORY | MERGER HISTORY | ASSUMED NAME HISTORY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: C/O CORPORATION SERVICE COMPANY

Address: 80 STATE STREET, ALBANY, NY, UNITED STATES, 12207 - 2543

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share

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Entity Information

Return to Results | Return to Search

Entity Details

ENTITY NAME: 482 KENT AVE RETAIL LLC
FOREIGN LEGAL NAME: 482 KENT AVE RETAIL LLC
ENTITY TYPE: FOREIGN LIMITED LIABILITY COMPANY
SECTIONOF LAW: LIMITED LIABILITY COMPANY - 802 LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY COMPANY LAW
DATE OF INITIAL DOS FILING: 05/01/2026
EFFECTIVE DATE INITIAL FILING: 05/01/2026
FOREIGN FORMATION DATE: 02/04/2025
COUNTY: NEW YORK
JURISDICTION: DELAWARE, UNITED STATES

DOS ID: 7904610
FICTITIOUS NAME:
DURATION DATE/LATEST DATE OF DISSOLUTION:
ENTITY STATUS: ACTIVE
REASON FOR STATUS:
INACTIVE DATE:
STATEMENT STATUS: CURRENT
NEXT STATEMENT DUE DATE: 05/31/2028
NFP CATEGORY:

ENTITY DISPLAY | NAME HISTORY | FILING HISTORY | MERGER HISTORY | ASSUMED NAME HISTORY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: C/O CORPORATION SERVICE COMPANY

Address: 80 STATE STREET, ALBANY, NY, UNITED STATES, 12207 - 2543

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share

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Entity Information

Return to Results | Return to Search

Entity Details

ENTITY NAME: 482 KENT AVE LLC
FOREIGN LEGAL NAME: 482 KENT AVE LLC
ENTITY TYPE: FOREIGN LIMITED LIABILITY COMPANY
SECTIONOF LAW: LIMITED LIABILITY COMPANY - 802 LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY COMPANY LAW
DATE OF INITIAL DOS FILING: 05/04/2026
EFFECTIVE DATE INITIAL FILING: 05/04/2026
FOREIGN FORMATION DATE: 01/27/2025
COUNTY: NEW YORK
JURISDICTION: DELAWARE, UNITED STATES

DOS ID: 7905939
FICTITIOUS NAME:
DURATION DATE/LATEST DATE OF DISSOLUTION:
ENTITY STATUS: ACTIVE
REASON FOR STATUS:
INACTIVE DATE:
STATEMENT STATUS: CURRENT
NEXT STATEMENT DUE DATE: 05/31/2028
NFP CATEGORY:

ENTITY DISPLAY | NAME HISTORY | FILING HISTORY | MERGER HISTORY | ASSUMED NAME HISTORY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: C/O CORPORATION SERVICE COMPANY

Address: 80 STATE STREET, ALBANY, NY, UNITED STATES, 12207 - 2543

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share

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Entity Information

Return to Results | Return to Search

Entity Details

ENTITY NAME: 478 KENT AVE LLC
FOREIGN LEGAL NAME: 478 KENT AVE LLC
ENTITY TYPE: FOREIGN LIMITED LIABILITY COMPANY
SECTIONOF LAW: LIMITED LIABILITY COMPANY - 802 LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY COMPANY LAW
DATE OF INITIAL DOS FILING: 05/01/2026
EFFECTIVE DATE INITIAL FILING: 05/01/2026
FOREIGN FORMATION DATE: 01/27/2025
COUNTY: NEW YORK
JURISDICTION: DELAWARE, UNITED STATES

DOS ID: 7904559
FICTITIOUS NAME:
DURATION DATE/LATEST DATE OF DISSOLUTION:
ENTITY STATUS: INACTIVE
REASON FOR STATUS: AUTHORITY SURRENDERED
INACTIVE DATE: 05/18/2026
STATEMENT STATUS: NOT REQUIRED
NEXT STATEMENT DUE DATE: 05/31/2028
NFP CATEGORY:

ENTITY DISPLAY | NAME HISTORY | FILING HISTORY | MERGER HISTORY | ASSUMED NAME HISTORY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: C/O CORPORATION SERVICE COMPANY

Address: 80 STATE STREET, ALBANY, NY, UNITED STATES, 12207

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name: REGISTERED AGENT REVOKED

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share

NEW YORK STATE

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Attachment 4

WRITTEN CONSENT OF SOLE MEMBER OF
470 KENT AVE ASSOCIATES II LLC

The undersigned, being an authorized signatory of 470 Kent Ave Mezz II LLC, which is the Sole Member of 470 KENT AVE ASSOCIATES II LLC (the "Company"), hereby resolves that:

1. Michael Witek is a representative of the Company and has the full power and authority on behalf of the Company, as an authorized signatory (the "Authorized Signatory"), to:

    a. Execute documents in connection with the application of the Company for participation in the New York State Brownfield Cleanup Program ("BCP");

    b. Enter into agreements with the New York State Department of Environmental Conservation ("DEC") in connection with the Company's participation in the BCP;

    c. Execute any and all documents in connection with the Company's participation in the BCP, including but not limited to applications, agreements, easements, and tax returns;

    d. Take any action necessary to further the Company's participation in the BCP, including but not limited to conducting negotiations on behalf of the Company.

2. The authority hereby conferred shall be deemed retroactive, and any and all acts authorized herein which were performed prior to the passage of this consent are hereby approved and ratified. The authority hereby conferred shall continue in full force and effect until the DEC shall have received notice, in writing, of the revocation hereof by a resolution duly adopted by the manager of the Company. Any such revocation shall be effective only as to actions taken by the Company subsequent to DEC's receipt of such notice.

3. The undersigned hereby represents and warrants that the consent of the undersigned is sufficient to authorize the Company to take the aforementioned actions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Written Consent as of the 15th day of June, 2026.

MEMBER:

470 Kent Ave Mezz II LLC



By:_____
Name: Yosi Manor
Title: Authorized Signatory

WRITTEN CONSENT OF SOLE MEMBER OF
WHARF WAY PARKING LLC

The undersigned, being an authorized signatory of 470 Kent Ave MF Mezz LLC, which is the Sole Member of WHARF WAY PARKING LLC (the "Company"), hereby resolves that:

1. Michael Witek is a representative of the Company and has the full power and authority on behalf of the Company, as an authorized signatory (the "Authorized Signatory"), to:

    a. Execute documents in connection with the application of the Company for participation in the New York State Brownfield Cleanup Program ("BCP");

    b. Enter into agreements with the New York State Department of Environmental Conservation ("DEC") in connection with the Company's participation in the BCP;

    c. Execute any and all documents in connection with the Company's participation in the BCP, including but not limited to applications, agreements, easements, and tax returns;

    d. Take any action necessary to further the Company's participation in the BCP, including but not limited to conducting negotiations on behalf of the Company.

2. The authority hereby conferred shall be deemed retroactive, and any and all acts authorized herein which were performed prior to the passage of this consent are hereby approved and ratified. The authority hereby conferred shall continue in full force and effect until the DEC shall have received notice, in writing, of the revocation hereof by a resolution duly adopted by the manager of the Company. Any such revocation shall be effective only as to actions taken by the Company subsequent to DEC's receipt of such notice.

3. The undersigned hereby represents and warrants that the consent of the undersigned is sufficient to authorize the Company to take the aforementioned actions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Written Consent as of the 15th day of June, 2026.

MEMBER:

470 Kent Ave MF Mezz LLC



By:_____
Name: Yosi Manor
Title: Authorized Signatory

WRITTEN CONSENT OF SOLE MEMBER OF
482 KENT AVE RETAIL LLC

The undersigned, being an authorized signatory of 470 Kent Ave MF Mezz LLC, which is the Sole Member of 482 KENT AVE RETAIL LLC (the "Company"), hereby resolves that:

1. Michael Witek is a representative of the Company and has the full power and authority on behalf of the Company, as an authorized signatory (the "Authorized Signatory"), to:

    a. Execute documents in connection with the application of the Company for participation in the New York State Brownfield Cleanup Program ("BCP");

    b. Enter into agreements with the New York State Department of Environmental Conservation ("DEC") in connection with the Company's participation in the BCP;

    c. Execute any and all documents in connection with the Company's participation in the BCP, including but not limited to applications, agreements, easements, and tax returns;

    d. Take any action necessary to further the Company's participation in the BCP, including but not limited to conducting negotiations on behalf of the Company.

2. The authority hereby conferred shall be deemed retroactive, and any and all acts authorized herein which were performed prior to the passage of this consent are hereby approved and ratified. The authority hereby conferred shall continue in full force and effect until the DEC shall have received notice, in writing, of the revocation hereof by a resolution duly adopted by the manager of the Company. Any such revocation shall be effective only as to actions taken by the Company subsequent to DEC's receipt of such notice.

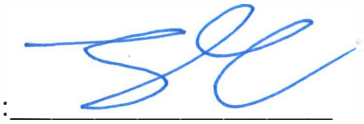
3. The undersigned hereby represents and warrants that the consent of the undersigned is sufficient to authorize the Company to take the aforementioned actions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Written Consent as of the 15th day of June, 2026.

MEMBER:.

470 Kent Ave MF Mezz LLC



By:_____
Name: Yosi Manor
Title: Authorized Signatory

WRITTEN CONSENT OF SOLE MEMBER OF
11 WHARF WAY RETAIL LLC

The undersigned, being an authorized signatory of 470 Kent Ave MF Mezz LLC, which is the Sole Member of 11 WHARF WAY RETAIL LLC (the "Company"), hereby resolves that:

1. Michael Witek is a representative of the Company and has the full power and authority on behalf of the Company, as an authorized signatory (the "Authorized Signatory"), to:

    a. Execute documents in connection with the application of the Company for participation in the New York State Brownfield Cleanup Program ("BCP");

    b. Enter into agreements with the New York State Department of Environmental Conservation ("DEC") in connection with the Company's participation in the BCP;

    c. Execute any and all documents in connection with the Company's participation in the BCP, including but not limited to applications, agreements, easements, and tax returns;

    d. Take any action necessary to further the Company's participation in the BCP, including but not limited to conducting negotiations on behalf of the Company.

2. The authority hereby conferred shall be deemed retroactive, and any and all acts authorized herein which were performed prior to the passage of this consent are hereby approved and ratified. The authority hereby conferred shall continue in full force and effect until the DEC shall have received notice, in writing, of the revocation hereof by a resolution duly adopted by the manager of the Company. Any such revocation shall be effective only as to actions taken by the Company subsequent to DEC's receipt of such notice.

3. The undersigned hereby represents and warrants that the consent of the undersigned is sufficient to authorize the Company to take the aforementioned actions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Written Consent as of the 15th day of June, 2026.

MEMBER:

470 Kent Ave MF Mezz LLC



By:_____
Name: Yosi Manor
Title: Authorized Signatory

WRITTEN CONSENT OF SOLE MEMBER OF
11 WHARF WAY LLC

The undersigned, being an authorized signatory of 470 Kent Ave MF Mezz LLC, which is the Sole Member of 11 WHARF WAY LLC (the "Company"), hereby resolves that:

1. Michael Witek is a representative of the Company and has the full power and authority on behalf of the Company, as an authorized signatory (the "Authorized Signatory"), to:

    a. Execute documents in connection with the application of the Company for participation in the New York State Brownfield Cleanup Program ("BCP");

    b. Enter into agreements with the New York State Department of Environmental Conservation ("DEC") in connection with the Company's participation in the BCP;

    c. Execute any and all documents in connection with the Company's participation in the BCP, including but not limited to applications, agreements, easements, and tax returns;

    d. Take any action necessary to further the Company's participation in the BCP, including but not limited to conducting negotiations on behalf of the Company.

2. The authority hereby conferred shall be deemed retroactive, and any and all acts authorized herein which were performed prior to the passage of this consent are hereby approved and ratified. The authority hereby conferred shall continue in full force and effect until the DEC shall have received notice, in writing, of the revocation hereof by a resolution duly adopted by the manager of the Company. Any such revocation shall be effective only as to actions taken by the Company subsequent to DEC's receipt of such notice.

3. The undersigned hereby represents and warrants that the consent of the undersigned is sufficient to authorize the Company to take the aforementioned actions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Written Consent as of the 15th day of June, 2026.

MEMBER;

470 Kent Ave MF Mezz LLC



By:_____
Name: Yosi Manor
Title: Authorized Signatory

WRITTEN CONSENT OF SOLE MEMBER OF
482 KENT AVE LLC

The undersigned, being an authorized signatory of 470 Kent Ave MF Mezz LLC, which is the Sole Member of 482 KENT AVE LLC (the "Company"), hereby resolves that:

1. Michael Witek is a representative of the Company and has the full power and authority on behalf of the Company, as an authorized signatory (the "Authorized Signatory"), to:

    a. Execute documents in connection with the application of the Company for participation in the New York State Brownfield Cleanup Program ("BCP");

    b. Enter into agreements with the New York State Department of Environmental Conservation ("DEC") in connection with the Company's participation in the BCP;

    c. Execute any and all documents in connection with the Company's participation in the BCP, including but not limited to applications, agreements, easements, and tax returns;

    d. Take any action necessary to further the Company's participation in the BCP, including but not limited to conducting negotiations on behalf of the Company.

2. The authority hereby conferred shall be deemed retroactive, and any and all acts authorized herein which were performed prior to the passage of this consent are hereby approved and ratified. The authority hereby conferred shall continue in full force and effect until the DEC shall have received notice, in writing, of the revocation hereof by a resolution duly adopted by the manager of the Company. Any such revocation shall be effective only as to actions taken by the Company subsequent to DEC's receipt of such notice.

3. The undersigned hereby represents and warrants that the consent of the undersigned is sufficient to authorize the Company to take the aforementioned actions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Written Consent as of the 15th day of June, 2026.

MEMBER:

470 Kent Ave MF Mezz LLC

By: 

Name: Yosi Manor
Title: Authorized Signatory

WRITTEN CONSENT OF SOLE MEMBER OF
478 KENT AVE LLC

The undersigned, being an authorized signatory of 470 Kent Ave MF Mezz LLC, which is the Sole Member of 478 KENT AVE LLC (the "Company"), hereby resolves that:

1. Michael Witek is a representative of the Company and has the full power and authority on behalf of the Company, as an authorized signatory (the "Authorized Signatory"), to:

    a. Execute documents in connection with the application of the Company for participation in the New York State Brownfield Cleanup Program ("BCP");

    b. Enter into agreements with the New York State Department of Environmental Conservation ("DEC") in connection with the Company's participation in the BCP;

    c. Execute any and all documents in connection with the Company's participation in the BCP, including but not limited to applications, agreements, easements, and tax returns;

    d. Take any action necessary to further the Company's participation in the BCP, including but not limited to conducting negotiations on behalf of the Company.

2. The authority hereby conferred shall be deemed retroactive, and any and all acts authorized herein which were performed prior to the passage of this consent are hereby approved and ratified. The authority hereby conferred shall continue in full force and effect until the DEC shall have received notice, in writing, of the revocation hereof by a resolution duly adopted by the manager of the Company. Any such revocation shall be effective only as to actions taken by the Company subsequent to DEC's receipt of such notice.

3. The undersigned hereby represents and warrants that the consent of the undersigned is sufficient to authorize the Company to take the aforementioned actions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Written Consent as of the 15th day of June, 2026.

MEMBER:

470 Kent Ave MF Mezz LLC



By:_____
Name: Yosi Manor
Title: Authorized Signatory

Attachment 5

470 Kent Avenue
Requestor LLC Members

The sole member of 470 Kent Ave Associates II LLC is 470 Kent Ave Mezz II LLC.

The sole member of 478 Kent Ave LLC is 470 Kent Ave MF Mezz LLC.

The sole member of 482 Kent Ave LLC is 470 Kent Ave MF Mezz LLC.

The sole member of 482 Kent Ave Retail LLC is 470 Kent Ave MF Mezz LLC.

The sole member of Wharf Way Parking LLC is 470 Kent Ave MF Mezz LLC.

The sole member of 11 Wharf Way LLC is 470 Kent Ave MF Mezz LLC.

The sole member of 11 Wharf Way Retail LLC is 470 Kent Ave MF Mezz LLC.

Attachment 6

Volunteer Statement – 470 Kent Ave Associates II LLC

The Requestor 470 Kent Ave Associates II LLC is properly designated as a Volunteer because its liability arises solely from acquisition of the Block 2134, Lot 150 portion of the Site after the release/discharge of contamination. The Requestor's members have no relationship with the prior owners or operators of the site. It is the Requestor's intent to exercise appropriate care with respect to any past discharge or release of hazardous substances at the site, including taking the necessary steps to prevent any threatened future release; and prevent and limit human, environmental, and natural resource exposure to any previously released contamination at the site. As such, the Requestor qualifies as a Volunteer in the Brownfield Cleanup Program. The Requestor is prepared to undertake all necessary remediation required to address identified site contamination.

Volunteer Statement – Remaining Requestors

The Requestors 478 Kent Ave LLC, 482 Kent Ave LLC, 482 Kent Ave Retail LLC, Wharf Way Parking LLC, 11 Wharf Way LLC, and 11 Wharf Way Retail LLC are properly designated as Volunteers because their liability arises solely from the acquisition of condominium units on Block 2134, former Lot 1 after the release/discharge of contamination. Although the Requestors' members are related to the prior owner of former Lot 1 (470 Kent Ave Associates LLC), such prior owner is itself a Volunteer. It is the Requestors' intent to exercise appropriate care with respect to any past discharge or release of hazardous substances at the site, including taking the necessary steps to prevent any threatened future release; and prevent and limit human, environmental, and natural resource exposure to any previously released contamination at the site. As such, the Requestors qualify as Volunteers in the Brownfield Cleanup Program. The Requestors are prepared to undertake all necessary remediation required to address identified site contamination.

Attachment 7

ACCESS AGREEMENT

ACCESS AGREEMENT made as of this 30th day of July, 2026, by and between Williamsburg Wharf Condominium (**"Grantor")** and 478 Kent Ave LLC, 482 Kent Ave LLC, 482 Kent Ave Retail LLC, Wharf Way Parking LLC, 11 Wharf Way LLC, 11 Wharf Way Retail LLC, and 470 Kent Ave Associates II LLC (together, **"Grantees")**.

WHEREAS, pursuant to the Declaration of Condominium issued by 470 Kent Ave Associates LLC and dated October 15, 2024 (CRFN #2025000044346), as well as all subsequent amendments, Grantor controls a portion of that certain real property located at 470 Kent Avenue, Brooklyn, New York known as Block 2134, Lots 1401-1497 (former Lot 1) (**"Grantor's Property**"); and

WHEREAS, Grantor's Property was accepted into the New York State Brownfield Cleanup Program ("**BCP**") as Site No. C224053, pursuant to that certain Brownfield Cleanup Agreement ("**BCA**"), Index No. C224053-07-14; and

WHEREAS, Grantor and Grantees mutually desire for Grantees to apply for admission to the BCP as additional Requestors, as that term is defined in 6 NYCRR 375-3.2; and

WHEREAS, following admission of Grantees to the BCP as additional Requestors, Grantees may require access to Grantor's Property to carry out certain investigatory, remedial and other related tasks required by the BCP (collectively, the "**Work**"); and

WHEREAS, Grantor desires to grant Grantees such access.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantees agree as follows:

1. Grantor hereby grants reasonable access and a license upon, into, under or through Grantor's Property for the purpose of the entry thereon by Grantees, their agents, employees, architects, engineers, contractors and consultants (collectively, the "**Grantee Related Parties**" and each a "**Grantee Related Party**"), vehicles, equipment and materials required by Grantees to satisfy tasks and obligations required by any Brownfield Cleanup Agreement entered into between Grantees and the New York State Department of Environmental Conservation.

2. Grantee Related Parties shall perform the Work in a workmanlike manner and in accordance with industry standards and in accordance with applicable laws, rules and regulations. The rights granted pursuant to paragraph 1 of this Agreement are nonexclusive, it being understood and agreed that Grantor, its agents, employees, workers, contractors and tenants will have full authority to come upon and have unfettered access to Grantor's Property during the performance of the Work. Grantor agrees that it will use commercially reasonable efforts to avoid unreasonable interference with Grantees' exercise of their rights hereunder.

3. Grantees shall provide reasonable notice to Grantor prior to Grantees' need for access to Grantor's Property to perform the Work.

4. Grantees shall be responsible for obtaining all federal, state or local governmental approvals and providing all notices in relation to the Work.

5. Grantor hereby also grants Grantees the right and authority to place an environmental easement pursuant to Article 71, Title 36 of the Environmental Conservation Law ("ECL") on Grantor's Property, should an environmental easement be deemed necessary as an element of the site remediation under the BCP, and to record such environmental easement with the Office of the City Register of New York City.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any proceedings initiated by either party to enforce the terms of or otherwise related to this Agreement shall be brought in the Supreme Court, State of New York.

IN WITNESS WHEREOF, this Agreement has been executed by Grantor and Grantees and is effective as of the date set forth above.

GRANTOR:

Williamsburg Wharf Condominium

By:_____
Name: Eric Solomon
Title: Authorized Signatory

GRANTEES:

478 Kent Ave LLC

By:_____
Name: Michael Witek
Title: Authorized Signatory

482 Kent Ave LLC

By:_____
Name: Michael Witek
Title: Authorized Signatory

482 Kent Ave/Retail LLC

By:_____
Name: Michael Witek
Title: Authorized Signatory

Wharf Way Parking LLC

By:_____
Name: Michael Witek
Title: Authorized Signatory

11 Wharf Way LLC

By:_____
Name: Michael Witek
Title: Authorized Signatory

11 Wharf Way Retail LLC

By:_____
Name: Michael Witek
Title: Authorized Signatory

470 Kent Ave Associates II LLC

By:_____
Name: Michael Witek
Title: Authorized Signatory

ACCESS AGREEMENT

ACCESS AGREEMENT made as of this 30th day of July, 2026, by and between 470 Kent Ave Associates II LLC (**"Grantor")** and 478 Kent Ave LLC, 482 Kent Ave LLC, 482 Kent Ave Retail LLC, Wharf Way Parking LLC, 11 Wharf Way LLC, and 11 Wharf Way Retail LLC (together, **"Grantees")**.

WHEREAS, Grantor owns a portion of that certain real property located at 470 Kent Avenue, Brooklyn, New York known as Block 2134, Lot 150 (**"Grantor's Property**"); and

WHEREAS, Grantor's Property was accepted into the New York State Brownfield Cleanup Program ("**BCP**") as Site No. C224053, pursuant to that certain Brownfield Cleanup Agreement ("**BCA**"), Index No. C224053-07-14; and

WHEREAS, Grantor and Grantees mutually desire for Grantees to apply for admission to the BCP as additional Requestors, as that term is defined in 6 NYCRR 375-3.2; and

WHEREAS, following admission of Grantees to the BCP as additional Requestors, Grantees may require access to Grantor's Property to carry out certain investigatory, remedial and other related tasks required by the BCP (collectively, the "**Work**"); and

WHEREAS, Grantor desires to grant Grantees such access.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantees agree as follows:

1. Grantor hereby grants reasonable access and a license upon, into, under or through Grantor's Property for the purpose of the entry thereon by Grantees, their agents, employees, architects, engineers, contractors and consultants (collectively, the "**Grantee Related Parties**" and each a "**Grantee Related Party**"), vehicles, equipment and materials required by Grantees to satisfy tasks and obligations required by any Brownfield Cleanup Agreement entered into between Grantees and the New York State Department of Environmental Conservation.

2. Grantee Related Parties shall perform the Work in a workmanlike manner and in accordance with industry standards and in accordance with applicable laws, rules and regulations. The rights granted pursuant to paragraph 1 of this Agreement are nonexclusive, it being understood and agreed that Grantor, its agents, employees, workers, contractors and tenants will have full authority to come upon and have unfettered access to Grantor's Property during the performance of the Work. Grantor agrees that it will use commercially reasonable efforts to avoid unreasonable interference with Grantees' exercise of their rights hereunder.

3. Grantees shall provide reasonable notice to Grantor prior to Grantees' need for access to Grantor's Property to perform the Work.

4. Grantees shall be responsible for obtaining all federal, state or local governmental approvals and providing all notices in relation to the Work.

5. Grantor hereby also grants Grantees the right and authority to place an environmental easement pursuant to Article 71, Title 36 of the Environmental Conservation Law ("ECL") on Grantor's Property, should an environmental easement be deemed necessary as an element of the site remediation under the BCP, and to record such environmental easement with the Office of

the City Register of New York City.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any proceedings initiated by either party to enforce the terms of or otherwise related to this Agreement shall be brought in the Supreme Court, State of New York.

IN WITNESS WHEREOF, this Agreement has been executed by Grantor and Grantees and is effective as of the date set forth above.

GRANTOR:

470 Kent Ave Associates II LLC

By:_____
Name: Michael Witek
Title: Authorized Signatory

GRANTEES:

478 Kent Ave LLC

By:_____
Name: Michael Witek
Title: Authorized Signatory

482 Kent Ave LLC

By:_____
Name: Michael Witek
Title: Authorized Signatory

482 Kent Ave Retail LLC

By:_____
Name: Michael Witek
Title: Authorized Signatory

Wharf Way Parking LLC

By:_____
Name: Michael Witek
Title: Authorized Signatory

11 Wharf Way LLC

By:_____
Name: Michael Witek
Title: Authorized Signatory

11 Wharf Way Retail LLC

By:_____
Name: Michael [illegible]
Title: Authorized Signatory

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument.The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

2025060600119001002EC1E7

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 293**

Document ID: 2025060600119001 Document Date: 03-18-2025 Preparation Date: 06-06-2025
Document Type: AMENDED CONDO DECLARATION
Document Page Count: 285

PRESENTER:

ROYAL REGISTERED PROPERTY REPORTS (FILE#)
125 PARK AVENUE, SUITE 1610
NEW YORK, NY 10017
212-376-0900
sdejesus@ROYALABSTRACT.COM

RETURN TO:

ROYAL REGISTERED PROPERTY REPORTS (FILE#)
125 PARK AVENUE, SUITE 1610
NEW YORK, NY 10017
212-376-0900
sdejesus@ROYALABSTRACT.COM

PROPERTY DATA

Borough	Block	Lot		Unit	Address
BROOKLYN	2134	1401	Entire Lot	COMM	11 WHARF WAY

Property Type: COMMERCIAL CONDO UNIT(S)

Borough	Block	Lot		Unit	Address
BROOKLYN	2134	1402	Entire Lot	PARK	11 WHARF WAY

Property Type: COMMERCIAL CONDO UNIT(S)

☒ Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN: 2025000044346
☒ Additional Cross References on Continuation Page

PARTIES

PARTY ONE:
470 KENT AVE ASSOCIATES LLC
C/O NAFTALI GROUP, 152 WEST 57TH STREET
NEW YORK, NY 10019

FEES AND TAXES

Mortgage :		
Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	1,741.00
Affidavit Fee:	$	0.00

Filing Fee:	$	0.00
NYC Real Property Transfer Tax:	$	0.00
NYS Real Estate Transfer Tax:	$	0.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 06-09-2025 08:35
City Register File No.(CRFN): **2025000153396**

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

2025060600119001002CC367

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 2 OF 293**

Document ID: 2025060600119001 Document Date: 03-18-2025 Preparation Date: 06-06-2025
Document Type: AMENDED CONDO DECLARATION

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	2134	1406 Entire Lot	TU	480 KENT AVENUE
Property Type: COMMERCIAL CONDO UNIT(S)				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1407 Entire Lot	478PU	11 WHARF WAY
Property Type: COMMERCIAL CONDO UNIT(S)				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1408 Entire Lot	11PU	11 WHARF WAY
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1409 Entire Lot	9A	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1410 Entire Lot	9B	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1411 Entire Lot	9C	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1412 Entire Lot	9D	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1413 Entire Lot	9E	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1414 Entire Lot	9F	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1415 Entire Lot	9G	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1416 Entire Lot	9H	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1417 Entire Lot	10A	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1418 Entire Lot	10B	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1419 Entire Lot	10C	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

2025060600119001002CC367

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 3 OF 293**

Document ID: 2025060600119001 Document Date: 03-18-2025 Preparation Date: 06-06-2025
Document Type: AMENDED CONDO DECLARATION

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	2134	1420 Entire Lot	10D	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1421 Entire Lot	10E	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1422 Entire Lot	10F	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1423 Entire Lot	10G	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1424 Entire Lot	10H	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1425 Entire Lot	11A	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1426 Entire Lot	11B	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1427 Entire Lot	11C	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1428 Entire Lot	11D	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1429 Entire Lot	11E	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1430 Entire Lot	11F	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1431 Entire Lot	11G	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1432 Entire Lot	11H	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1433 Entire Lot	12A	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

2025060600119001002CC367

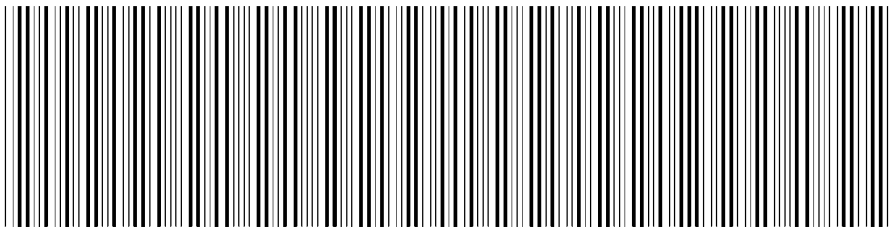
RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 4 OF 293**

Document ID: 2025060600119001 Document Date: 03-18-2025 Preparation Date: 06-06-2025
Document Type: AMENDED CONDO DECLARATION

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	2134	1434 Entire Lot	12B	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1435 Entire Lot	12C	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1436 Entire Lot	12D	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1437 Entire Lot	12E	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1438 Entire Lot	12F	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1439 Entire Lot	12G	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1440 Entire Lot	12H	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1441 Entire Lot	14A	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1442 Entire Lot	14B	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1443 Entire Lot	14C	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1444 Entire Lot	14D	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1445 Entire Lot	14E	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1446 Entire Lot	14F	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1447 Entire Lot	14G	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				

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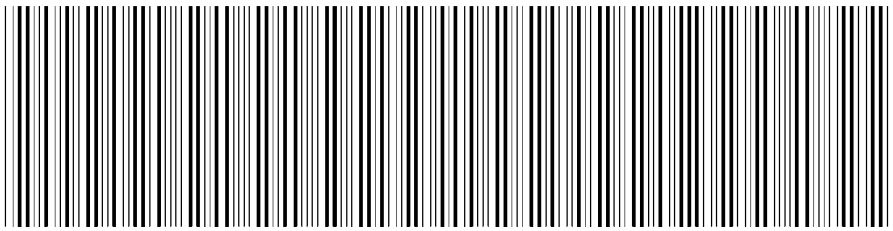
RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 5 OF 293**

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Document Type: AMENDED CONDO DECLARATION

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	2134	1448 Entire Lot	14H	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1449 Entire Lot	15A	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1450 Entire Lot	15B	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1451 Entire Lot	15C	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1452 Entire Lot	15D	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1453 Entire Lot	15E	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1454 Entire Lot	15F	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1455 Entire Lot	15G	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1456 Entire Lot	15H	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1457 Entire Lot	16A	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1458 Entire Lot	16B	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1459 Entire Lot	16C	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1460 Entire Lot	16D	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1461 Entire Lot	16E	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				

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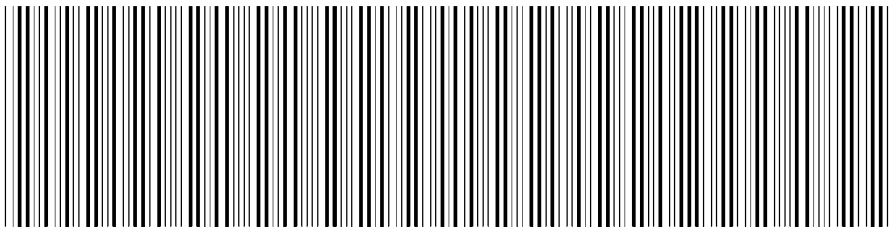
RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 6 OF 293**

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PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	2134	1462 Entire Lot	16F	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1463 Entire Lot	16G	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1464 Entire Lot	16H	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1465 Entire Lot	17A	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1466 Entire Lot	17B	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1467 Entire Lot	17C	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1468 Entire Lot	17D	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1469 Entire Lot	17E	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1470 Entire Lot	17F	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1471 Entire Lot	17G	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1472 Entire Lot	17H	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1473 Entire Lot	18A	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1474 Entire Lot	18B	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1475 Entire Lot	18C	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				

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PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	2134	1476 Entire Lot	18D	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1477 Entire Lot	18E	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1478 Entire Lot	18F	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1479 Entire Lot	18G	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1480 Entire Lot	18H	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1481 Entire Lot	PH1D	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1482 Entire Lot	PH1E	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1483 Entire Lot	PH1F	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1484 Entire Lot	PH1G	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1485 Entire Lot	20A	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1486 Entire Lot	20B	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1487 Entire Lot	20C	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1488 Entire Lot	20D	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
BROOKLYN	2134	1489 Entire Lot	20E	480 KENT AVENUE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				

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PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	2134	1490 Entire Lot	21A	480 KENT AVENUE

Property Type: SINGLE RESIDENTIAL CONDO UNIT

Borough	Block	Lot	Unit	Address
BROOKLYN	2134	1491 Entire Lot	21B	480 KENT AVENUE

Property Type: SINGLE RESIDENTIAL CONDO UNIT

Borough	Block	Lot	Unit	Address
BROOKLYN	2134	1492 Entire Lot	21C	480 KENT AVENUE

Property Type: SINGLE RESIDENTIAL CONDO UNIT

Borough	Block	Lot	Unit	Address
BROOKLYN	2134	1493 Entire Lot	21D	480 KENT AVENUE

Property Type: SINGLE RESIDENTIAL CONDO UNIT

Borough	Block	Lot	Unit	Address
BROOKLYN	2134	1494 Entire Lot	21E	480 KENT AVENUE

Property Type: SINGLE RESIDENTIAL CONDO UNIT

Borough	Block	Lot	Unit	Address
BROOKLYN	2134	1495 Entire Lot	PH2A	480 KENT AVENUE

Property Type: SINGLE RESIDENTIAL CONDO UNIT

Borough	Block	Lot	Unit	Address
BROOKLYN	2134	1496 Entire Lot	PH2B	480 KENT AVENUE

Property Type: SINGLE RESIDENTIAL CONDO UNIT

Borough	Block	Lot	Unit	Address
BROOKLYN	2134	1497 Entire Lot	PH2C	480 KENT AVENUE

Property Type: SINGLE RESIDENTIAL CONDO UNIT

CROSS REFERENCE DATA

CRFN: 2025000098817

Goodman, Erin (NYC - X73341)

From: Mofsenson, Amy <Amy.Mofsenson@ag.ny.gov>
Sent: Thursday, December 12, 2024 2:36 PM
To: Goodman, Erin (NYC - X73341)
Subject: CD23-0081 Williamsburg Wharf Condominium, A4

[External email]
Dear Ms. Goodman:

The Department of Law ("DOL") has accepted and filed the effectiveness amendment for the Williamsburg Wharf Condominium, as of December 12, 2024. This effectiveness amendment extends the term of the offering plan for six months from the date of filing of this amendment.

This email shall serve as the DOL's official acceptance for filing letter for the above-referenced effectiveness amendment; no other acceptance for filing letter will be issued by the DOL for this effectiveness amendment. This email constitutes a public record and any alteration to this email may constitute a criminal offense.

Any material change of fact or circumstance affecting the property or offering requires an immediate amendment to the offering plan. Any misstatement or concealment of material fact in the materials submitted as part of this effectiveness amendment renders this filing void ab initio. The DOL has relied on the truth of the certifications of sponsor, sponsor's principals, and sponsor's experts, as well as the transmittal letter of sponsor's attorney.

Filing this effectiveness amendment shall not be construed as approval of the contents or terms thereof by the Attorney General of the State of New York, or any waiver of or limitation on the Attorney General's authority to take enforcement action for violation of Article 23-A of the General Business Law or other applicable law. The issuance of this effectiveness amendment acceptance letter is conditioned upon the collection of all fees imposed by law. It is the responsibility of the sponsor to ensure that correct fee amounts have been paid.

Please note that the DOL may issue administrative deficiencies while processing this effectiveness amendment's acceptance for filing. It is the sponsor's responsibility to cure all such deficiencies in an expeditious manner. If there are any outstanding deficiencies at the time of submission of the next amendment to this offering plan, the DOL reserves the right to reject the submission of such amendment until all outstanding deficiencies are cured. **Notwithstanding, this will not impact this effectiveness amendment's date of acceptance for filing.**

If you have any questions or comments, please feel free to contact me. Thank you.

Very truly yours,
Amy Mofsenson

Amy Mofsenson | Assistant Attorney General
Real Estate Finance Bureau
Office of the New York State Attorney General
28 Liberty Street, New York, NY 10005
☎ 212-416-8093 | 🖷 212-416-8179
✉ Amy.Mofsenson@ag.ny.gov
http://www.ag.ny.gov/bureau/real-estate-finance-bureau
To receive updates from the Bureau, click **HERE**.



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CONDOMINIUM NUMBER 6148

AMENDMENT TO CONDOMINIUM NUMBER 6148-B

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

Establishing a Plan for Condominium Ownership
of the Premises known as
11 Wharf Way, 478-480 Kent Avenue, and 482 Kent Avenue
Brooklyn, New York 11249
Pursuant to Article 9-B of the Real Property
Law of the State of New York

Name:

WILLIAMSBURG WHARF CONDOMINIUM

Declarant:

470 Kent Ave Associates LLC
c/o The Naftali Group
152 West 57th Street, 45th Floor
New York, New York 10019

Date of Original Declaration: October 15, 2024

Date of First Amendment to Declaration: March 11, 2025

Date of Amended and Restated Declaration: March 18, 2025

The land affected by the within instrument lies in
Block 2134 formerly known as Lots 1401, 1402, and 1406
now known as Lots 1401, 1402 and 1406-1497 on the Tax Map of the
Borough of Brooklyn, County of Kings, City and State of New York 11249*

*Lots 1403, 1404 and 1405 are not affected by this Amendment as no changes were made but they remain included in the Condominium

When Recorded, Return to:
Holland & Knight LLP
Attorneys for Declarant
787 Seventh Avenue
New York, New York 10019
Attention: Stuart M. Saft, Esq.

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C — Definitions
D — Power of Attorney

AMENDED AND RESTATED DECLARATION

OF

WILLIAMSBURG WHARF CONDOMINIUM

(Pursuant to Article 9-B of the Real Property Law of the State of New York)

This AMENDED AND RESTATED DECLARATION OF CONDOMINIUM (this "Declaration") is made as of March 18, 2025 by 470 Kent Ave Associates LLC, a Delaware limited company, having an office at c/o The Naftali Group, 152 West 57th Street, 45th Floor, New York, New York 10019 ("Declarant").

WHEREAS, This Declaration amends and restates the Declaration of Condominium and By-Laws dated October 15, 2024, and recorded February 18, 2025 in the Kings County Register's Office as CRFN 2025000044346, as amended by that certain First Amendment to Declaration dated March 11, 2025, and recorded on April 11, 2025 in the Kings County Register's Office as CRFN 2025000098817 (collectively, the "Original Declaration"). Declarant hereby resubmits the Land and Building (each as hereinafter defined), all other improvements erected and to be erected thereon, all easements, rights and appurtenances belonging thereto and all other property, real, personal or mixed, intended for use in connection therewith (collectively, the "Property") to the provisions of Article 9-B of the Real Property Law of the State of New York (the "Condominium Act") and pursuant thereto did establish a Condominium known as the Williamsburg Wharf Condominium (the "Condominium"); and

WHEREAS, Declarant desires to amend the Original Declaration to reflect the following changes:

1. The Declarant, as Owner of the Commercial Unit (Block 2134, f/k/a Lot 1401), having a square footage of 18,917 square feet, and a General Common Interest Percentage of 3.0876%, hereby subdivides the Commercial Unit (f/k/a Lot 1401) into two (2) separate commercial units (the "Commercial Units"), now known as:

    a. 482 Commercial Unit (a/k/a 482CU) (Block 2134, Lot 1401), having a square footage of 11,938 square feet and a General Common Interest Percentage of 1.9484%; and

    b. 11 Commercial Unit (a/k/a 11CU) (Block 2134, Lot 1406), having a square footage of 6,980 square feet and a General Common Interest Percentage of 1.1392%.

    The subdivision of the Commercial Unit (f/k/a Lot 1401) into the two Commercial Units (n/k/a Lot 1401 and Lot 1406) shall not affect any other Unit in the Condominium.

2. The Declarant, as Owner of the Parking Unit (Block 2134, f/k/a Lot 1402), having

a square footage of 38,305 square feet, and a General Common Interest Percentage of 6.2522%, hereby subdivides the Parking Unit (f/k/a Lot 1402) into three (3) separate parking units (the "Parking Units"), now known as:

a. 482 Parking Unit (a/k/a 482PU) (Block 2134, Lot 1402), having a square footage of 17,157 square feet and a General Common Interest Percentage of 2.8004%;

b. 478-480 Parking Unit (a/k/a 478PU) (Block 2134, Lot 1407), having a square footage of 2,581 square feet and a General Common Interest Percentage of 0.4213%; and

c. 11 Parking Unit (a/k/a 11PU) (Block 2134, Lot 1408), having a square footage of 18,567 square feet and a General Common Interest Percentage of 3.0305%.

The subdivision of the Parking Unit (f/k/a Lot 1402) into the three Parking Units (Lots 1402, 1407 and 1408) shall not affect any other Unit in the Condominium.

3. The Declarant, as Owner of the Tower Unit (Block 2134, f/k/a Lot 1406), having a square footage of 86,501 square feet, and a General Common Interest Percentage of 14.1186%, hereby subdivides the Tower Unit (f/k/a Lot 1406) into eighty-nine (89) separate residential Tower Units (the "Tower Units") now known as Lots 1409-1497.

The Tower Unit is comprised of eighty-nine (89) residential apartments and is now being so that each residential apartment has its own tax lot. Schedule B attached hereto sets forth the tax lot designation, square footage, location and common interest percentage of each of the Tower Units.

The subdivision of the Tower Unit (f/k/a Lot 1406) into the eighty-nine Tower Units (Lots 1409-1497) shall not affect any other Unit in the Condominium.

WHEREAS, in connection therewith, Declarant has caused the floor plans for the Condominium certified by David Charles West, R.A. on January 29, 2025, and filed in the Tax Map Unit as Condominium Plan No. 6148 and also filed in the Register's Office on February 18, 2025, as CRFN 2025000044347, to be amended and intends to file and record those amended floor plans for the Condominium certified by David Charles West, R.A., in the Register's Office simultaneously with the recording of this Declaration.

NOW, THEREFORE, Declarant hereby declares that, all the terms and provisions of the Original Declaration are amended and restated in their entirety as follows:

ARTICLE 1

SUBMISSION OF THE PROPERTY; BY-LAWS; DEFINITIONS

1.1 Submission of Property. Declarant hereby submits the Land and Building (each as hereinafter defined), all other improvements erected and to be erected thereon, all easements, rights and appurtenances belonging thereto and all other property, real, personal or mixed, intended for use in connection therewith as described on Schedule A (collectively, the "Property"), to the provisions of Article 9-B of the Real Property Law of the State of New York (as the same may be amended from time to time, the "New York Condominium Act") and pursuant thereto does hereby establish a condominium to be known (subject to the provisions of this Declaration) as "Williamsburg Wharf Condominium" (the "Condominium").

1.2 Condominium By-Laws. Annexed to this Declaration as Exhibit A and made a part hereof are the By-Laws of the Condominium which shall govern the general operation, use and occupancy of the entire Condominium (said By-Laws, as the same may be amended from time to time in accordance with the provisions hereof and thereof, the "Condominium By-Laws").

1.3 Tower By-Laws. Annexed to this Declaration as Exhibit B and made a part hereof are the by-laws of the Tower Section (as hereinafter defined) (said by-laws, as the same may be amended from time to time in accordance with the provisions hereof, thereof and of the Condominium By-Laws governing amendment, the "Tower By-Laws") and the same shall (together with, but subject and subordinate to, this Declaration and the Condominium By-Laws) govern the affairs, operation, use and occupancy of the Tower Section.

1.4 Base By-Laws. In the event of any subdivision of the Base Units or Base Sections (as hereinafter defined) into more than one unit (each, a "Subdivided Base Units"), the Unit Owner thereof (upon the first such subdivision) shall amend this Declaration (subject to the terms hereof and of the Condominium By-Laws) to include by-laws (said by-laws, if any, as the same may be adopted or amended from time to time in accordance with the provisions hereof, thereof and of the Condominium By-Laws governing amendment, the "Base By-Laws"), which shall (together with but subject and subordinate to, this Declaration and the Condominium By-Laws) govern the affairs, operation, use and occupancy of such Base Section (as hereinafter defined). Each of the Tower By-Laws and/or Base By-Laws, if any, is sometimes referred to herein as the "Sub-By-Laws."

1.5 Development Rights. Included in the Property are all of the unused or additional floor area development rights that are now owned, subsequently acquired or that may become available under the Zoning Resolution of the City of New York (the "Zoning Resolution") in any manner in respect of the Property and the zoning lot containing the Property (the "Development Rights"), which Development Rights shall be allocated and assigned to, and part of, the Declarant Unit(s) and controlled by the Declarant, as if the same were a right exclusively appurtenant to the Declarant Unit(s). Upon the transfer of a Declarant Unit to a third party or entity that is not an affiliate of Declarant, such Development Rights shall no longer be deemed to allocated to or a part of such Unit, and such Unit shall no longer be deemed to be a "Declarant Unit" and any such Development Rights that were previously allocated to such Declarant Unit shall be transferred to such other Declarant Unit(s) as determined by Declarant, in its sole discretion, at such time. Development Rights shall be for the sole benefit of the Declarant (or any Development Rights Purchaser (defined below)). As a result, unless Development Rights

are separately acquired therefor on behalf of the Condominium or a Unit Owner, as the case may be, any future expansion of the Building by the Condominium Board or of a Unit by any Unit Owner as may otherwise be permitted pursuant to any applicable laws and otherwise, may not be possible or may be limited. Further, the Declarant as a result of such reservation, may transfer or sell such Development Rights to the owner(s) of adjoining properties (a "Development Rights Purchaser"), without the need for consent from the Board, any Unit Owner, or any party-in-interest in any other Unit, and in such case such properties may be increased as a result of such transfer or sale and merged into a zoning lot pursuant to the terms of a zoning lot development agreement ("ZLDA") or similar agreement or instrument. For purposes herein and elsewhere in the Declaration and By-Laws, "Declarant Unit(s)" shall mean Unit(s) that are owned or controlled by Declarant or a Person (defined herein) that is affiliated with Declarant.

1.6 Defined Terms; Conflicting Provisions. All capitalized terms used but which are not separately defined in this Declaration shall have the meanings given to such terms in the Condominium By-Laws (including the Definitions annexed as Exhibit C thereto). In the event of a conflict between the terms and provisions of the Floor Plans, this Declaration, and the terms and provisions of the Condominium By-Laws, the Tower By-Laws or Base By-Laws, on the other hand, the terms and provisions of the documents shall govern in the following priority, first, the Floor Plans; then this Declaration; then the terms and provisions of the Condominium By-Laws; and finally, the terms and provisions of the Tower By-Laws and Base By-Laws, when applicable.

ARTICLE 2

THE LAND

Included in the Property described in Article 1 is all that certain tract, plot, piece and parcel of land described in Schedule A annexed hereto and made a part hereof (the "Land"), situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York. The Land is owned, as of the date hereof, by Declarant in fee simple absolute and has an area of approximately 98,354 square feet.

ARTICLE 3

THE PROPERTY

3.1 Included in the Property described in Article 1 are the following three (3) buildings: (i) 11 Wharf Way ("11 Wharf Way"), (ii) 478-480 Kent Avenue ("478-480 Kent"), and (iii) 482 Kent Avenue ("482 Kent") (each, individually, a "Building" and collectively, the "Buildings"). Included in the Buildings are the following condominium units, more particularly described herein and identified on Exhibit B annexed hereto, and known as: (a) Tower Section containing 89 Tower Units (the "Tower Units") and Tower Common Elements (the "Tower Section"); (b) the 478 Rental Unit (also known as "478R"); (c) the 11 Wharf Way Rental Unit (also known as "11R"); (d) the 482 Rental Unit (also known as "482R"); (e) the 482 Parking Unit (also known as "482PU"); (f) the 478-480 Parking Unit (also known as "478PU"); (g) 11 Parking Unit (also known as "11PU"); (h) the 482 Commercial Unit (also known as "482CU")

and (i) the 11 Commercial Unit (also known as "11CU"). While each Building operates independently in many ways, there are certain utilities and facilities that are shared between one or more, or all, of the Buildings, as more particularly described herein.

3.2 The owner of the 11 Wharf Way Rental Unit is the "11 Wharf Way Rental Unit Owner", the owner of the 482 Rental Unit is the "482 Rental Unit Owner", the owner of the Tower Units are, collectively, the "Tower Unit Owners", the owner of the 478 Rental Unit is the "478 Rental Unit Owner", the owner of the 482 Commercial Unit is the "482 Commercial Unit Owner", the owner of the 11 Commercial Unit is the "11 Commercial Unit Owner", the owner of 482 Parking Unit is the "482 Parking Unit Owner", the owner of the 478-480 Parking Unit is the "478 Parking Unit Owner", and the owner of the 11 Parking Unit is the "11 Parking Unit Owner". The owners of the Units are sometimes referred to herein individually as a "Unit Owner" and collectively as the "Unit Owners".

3.3 11 Wharf Way is a 22 story mixed-use building containing (i) a tower with approximately 183 rental apartments, including approximately 55 affordable apartments, in 1 Rental Unit known as the "11 Wharf Way Rental Unit", (ii) the 11 Parking Unit, and (iii) the 11 Commercial Unit.

3.4 478-480 Kent is a 21 story building with two separate entrances and two separate addresses. 480 Kent Avenue ("480 Kent") is the address for the tower portion of the building. It contains the 89 Tower Units and the Tower Common Elements (together, the "Tower Section"). 478 Kent Avenue ("478 Kent") is the address for the rental portion of the building (the "478 Rental Unit"), which contains approximately 86 rental apartments, including approximately 26 affordable apartments. The cellar of the Building will contain 20 Tower Parking Licenses in the Tower Parking Section of the Garage and the 478-480 Parking Unit.

3.5 482 Kent is a 22 story building containing (i) approximately 249 rental apartments, including approximately 75 affordable apartments, in 1 Rental Unit known as the "482 Rental Unit", (ii) the 11 Parking Unit, and (iii) the 482 Commercial Unit.

3.6 A parking garage (the "Garage") is located in the cellar beneath the three Buildings. The Tower Parking Section of the Garage is comprised of 20 Tower Parking Spaces and is a Tower Common Element. The 482 Parking Unit, 478-480 Parking Unit and 11 Parking Unit are referred to collectively as the "Parking Units". The balance of the Garage consists of the three Parking Units.

3.7 The 11 Wharf Way Rental Unit, 478 Rental Unit and 482 Rental Unit are referred to collectively, as the "Rental Units" and the "Rental Section".

3.8 Each of the three Rental Units (i.e., 11 Wharf Way Rental Unit, 478 Rental Unit and 482 Rental Unit), the three Parking Units (i.e., 482 Parking Unit, 478-480 Parking Unit and 11 Parking Unit), and the two Commercial Units (i.e., 482 Commercial Unit and 11 Commercial Unit) are each referred to individually as a "Base Unit" or a "Base Section" and collectively as the "Base Units" or the "Base Sections". Each of the Base Units or the Base Sections can be subdivided by its Owner as described herein. The Tower Units are not Base

Units. The owner of a Base Unit is herein called a "Base Unit Owner." From and after any subdivision of a Base Unit, the owner of any condominium unit resulting from such subdivision (a "Subdivided Base Unit") is herein called a "Subdivided Base Unit Owner."

3.9 Each of: (a) the Base Units or, as applicable, all Subdivided Base Units collectively but not individually (at any time that all Subdivided Base Units are not owned by the same Person); and (b) the entire Tower Section or the Unsold Tower Units collectively but not individually, is/are referred to in each case as a "Master Unit" and together as the "Master Units". The owner of each such Master Unit is referred to herein as a "Master Unit Owner" and the respective owners of all such Master Units are together referred to herein as the "Master Unit Owners". Notwithstanding the foregoing, (i) until the first closing in which the Tower Sponsor conveys title to a Tower Unit ("First Tower Closing"), the Sponsor as the Master Unit Owner of the Tower Units shall be deemed to be the Tower Unit Owner, and (ii) after the First Tower Closing, the Master Unit Owner with respect to the Unsold Tower Units shall be the Tower Sponsor. The owners of individual Tower Units and the Tower Board are not Master Unit Owners. For the avoidance of doubt, all "Master Units" are always also "Units," but not vice versa; a Master Unit shall only be a Master Unit, and a Master Unit Owner shall only be (and have the rights of) a Master Unit Owner, in each case for so long as and provided it meets the applicable definition and qualifications therefor set forth in this Section 3.9. At such time as a Master Unit is subdivided, it shall no longer be considered a Master Unit.

3.10 As more particularly described in Sections 8.5 and 8.7 below, certain amenities located throughout the three buildings are shared by the tenants of the Rental Section and the owners of Tower Section (collectively, the "Shared Amenities"), but will be part of the Rental Units. The amenities available only to the Tower Unit Owners (the "Tower Amenities") will be Tower Common Elements.

3.11 From the date hereof until the date on which a Unit is first conveyed or first distributed by Declarant to an unrelated Person, (i) Declarant shall have all the rights and obligations described herein and in the By-Laws with respect to such Unit as rights and obligations of the Unit Owner thereof and (ii) all references in this Declaration and in the By-Laws to the Unit Owner of such Unit shall be deemed to be references to Declarant.

3.12 The Tower Units, together with the lobby, hallways, corridors and other service, utility, mechanical and other areas constituting the Tower Common Elements and Tower Limited Common Elements (as described in Article 7 below) and/or otherwise designated as "Tower Common Elements" or "Tower Limited Common Elements" on the Floor Plans, but exclusive of any General Common Elements contained therein or appurtenant thereto, are hereinafter referred to as the "Tower Section". The Rental Units and the Tower Units are sometimes referred to herein as the "Residential Units". The Rental Sections and the Tower Section are sometimes collectively referred to herein as the "Residential Section".

3.13 Street Addresses. The overall street address of the Property is 11 Wharf Way, 478-480 Kent Avenue and 482 Kent Avenue, Brooklyn, New York 11249. The address of the Tower Section in particular is 480 Kent Avenue, Brooklyn, New York.

3.14 The Storage Lockers Licenses sold to the Tower Unit Owners are referred to as the "Tower Storage Locker Licenses". The Parking Licenses sold to the Tower Unit Owners are referred to as the "Tower Parking Licenses". The Tower Storage Locker Licenses and the Tower Parking Licenses are referred to collectively as the "Tower Licenses".

3.15 With respect to those Tower Units that contain a fireplace, the fireplace and all associated parts connected thereto, including, without limitation, the chimney and/or flue (the fireplace, together with such parts, the "Fireplace Parts") shall be deemed to be part of each of the aforementioned Tower Units, but the service and maintenance agreements for such Fireplace Parts shall be selected and entered into by the Tower Board. The cost of such maintenance agreements shall be paid by the Tower Board and assessed as a special assessment against the Owners of such Tower Units, in proportion of the number of Tower Units covered by such agreements. Owners of Tower Units with fireplaces will also be responsible for maintaining insurance with respect to the Fireplace Parts.

ARTICLE 4

THE BUILDING

The three (3) Buildings are classified as being of fireproof construction with reinforced concrete footings. The structural system consists of reinforced concrete shear walls, columns and flat slabs. The roof consists of insulation over structural concrete slab roofing covered with a cold fluid applied waterproofing membrane. Typical exterior walls above grade consist of a tempered vision glass curtainwall system with tempered vision glass spandrel panels. Exterior walls at the Ground Floor consist of primarily, floor to ceiling glazing and concrete shear wall faced with metal panel facing. The Buildings consist of the following:

11 Wharf Way: 22 stories plus a Cellar, Mechanical Roof and EMR, and EMR Roof;

478-480 Kent: 21 stories plus a Cellar, Mechanical Equipment Level, EMR and Main Roof Level, and Bulkhead Roof; and

482 Kent: 22 stories plus a Cellar, Main Roof and EMR, and Bulkhead Roof.

ARTICLE 5

THE UNITS

5.1 Floor Plans. The location of each Unit is shown on and is governed by the floor plans of the Building certified by David C. West, FAIA, intended to be filed with the Land Records Division/Tax Map Unit of The City of New York and recorded approximately simultaneously herewith in the City Register's Office (such floor plans, as the same may be amended from time to time, the "Floor Plans").

5.2 Schedule B Descriptions. Schedule B annexed hereto and made a part

hereof sets forth the following supplementary data: each Unit's unit designation, tax lot number, statement of location in the Buildings, approximate Unit and Limited Common Element square foot area, proportionate, undivided interest in fee simple absolute (expressed as a percentage) appurtenant to such Unit (the "Common Interest"), and portions of the Common Elements to which the Unit has immediate access.

5.3 Where applicable, each Unit includes, and each Unit Owner shall be responsible for, front entrance doors and any other entrance doors to such Unit, interior windows (i.e., windows that do not have exposure to the outside of the Building), flooring (including flooring and sub-flooring material), wall coverings, non-load bearing interior walls and partitions and sheet rock and plaster wall covering, smoke detectors, all plumbing, gas and heating fixtures and Equipment such as heating, ventilating and air conditioning units (including the fans inside the units), as may be affixed, attached or appurtenant to such Unit and serving such Unit exclusively. Plumbing, gas and heating fixtures and equipment as used in the preceding sentence shall include exposed gas and water pipes from branch or fixture shut-off valves attached to fixtures, appliances and equipment and the fixtures, appliances and equipment to which they are attached, and any special pipes or equipment which a Unit Owner may install within a wall or ceiling, or under the floor, but shall not include gas, water or other pipes, conduits, wiring or ductwork within the walls, ceilings or floors. Each Unit shall also include (i) all lighting and electrical fixtures, cabinets, including, without limitation, kitchen and bathroom cabinetry, countertops, and appliances within the Unit, and (ii) any equipment, fixtures or Facilities (as hereinafter defined) affixed, attached or appurtenant to the Unit, to the extent located within a Unit and serving or benefiting only that Unit. Notwithstanding anything contained in this Section 5.3 to the contrary, each Unit Owner will have the right, subject to such rules as may be imposed by the Condominium Board or the Tower Board, as the case may be, to install, at such Unit Owner's sole cost and expense, decorations, fixtures and coverings (including, without limitation, painting, finishing, wall to wall carpeting, pictures, mirrors, shelving and lighting fixtures) on the surfaces of the walls, ceilings and floors that face the interior of such Unit Owner's Unit and to a depth of one inch behind such surfaces for the purposes of installing nails, screws, bolts and the like, provided that no such installation shall impair the structural integrity or mechanical and electrical systems, or other Building Systems of such Unit or of the Building.

5.4 Each Building consists of the space designated on the Floor Plans as part of such Building together with those facilities located within the Building (except to the extent designated as a General or Limited Common Element), as described in Section 7.4, referred to as a "Building Common Element".

5.5 The cost of maintenance, operation, repair and replacement of a Building Common Element shall be shared by the owners of all the Units in that Building based on the relative Percentage Interest of the owners of the Units in that Building.

ARTICLE 6

DIMENSIONS OF UNITS

6.1 For purposes of calculating the square footage of each Unit, as set forth on Schedule B annexed hereto, the approximate square foot area of each Unit is measured horizontally, along a straight line at the outer most point of the exterior side of the exterior walls (columns, mechanical pipes, shafts, shaftways, chases, chaseways and conduits are not deducted from measurement of each Unit) to the centerline of the partitions separating one Unit from another Unit, or separating one Unit from corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements not within a Unit or along a straight line at the outermost point of the exterior side of the opposite exterior walls.

6.2 Exterior terrace areas are measured from the exterior face of the Unit to the interior face of the terrace walls.

6.3 Measured vertically, each Unit consists of the volume from the top of the floor slab below (located under the finished flooring and sub-floor materials, although such flooring and sub-flooring material shall be the property and responsibility of the applicable Unit Owner) to the underside of the floor slab above.

6.4 The method of measurement is not applicable to the individual apartments in the Base Units, which are not, on their own and as of the date hereof, separate Units hereunder.

6.5 The floor area occupied by any Common Elements bordering or within a Unit (such as the Building's facade or exterior walls, vents, chase walls or areas, conduits, ducts, shafts or pipes) have been included in the computation of the floor area of the Unit, but such Common Elements are not part of the Unit. As a result, the square footages shown are taken from points behind the walls enclosing the Unit and exceed the Unit's usable floor area. Minor inaccuracies in a Unit's square footage will not excuse a Purchaser from completing the purchase of a Unit without recourse against the Declarant, or reduction in the price.

ARTICLE 7

COMMON ELEMENTS

7.1 General.

7.1.1 The Common Elements consist of the entire Property including the Land and all parts of the Buildings and improvements thereon other than the Units and the Building Common Elements ("Common Elements"). The Common Elements include, among other things, all areas, Equipment or facilities for the common use of the Units in the Buildings or all or some (or, in the case of Common Elements exclusively serving a single Unit, one) of the Unit Owners or which are necessary or convenient for the existence, maintenance, operation or safety of the Property. The Limited Common Elements consist of the Common Elements that

benefit or serve exclusively:

(a) the Units in 11 Wharf Way, in which event they are called "11 Wharf Way Building Common Elements" or "11WW BCE",

(b) the Units in 478-480 Kent, in which event they are called "478-480 Common Elements" or "478 BCE",

(c) the Units in 482 Kent, in which event they are called "482 Common Elements" or "482 BCE",

(d) the Units in 478-480 Kent and 482 Kent, in which event they are called "478-480 and 482 Common Elements" or "478-482 BCE".

(e) the Rental Units in 478 Kent, 11 Wharf Way and 482 Kent, in which event they are called "Rental Common Elements" or "RCE",

(f) the Rental Units in 478 Kent and 482 Kent, in which event they are called "478 and 482 Rental Common Elements" or "478-482 RCE"

(g) the Tower Units, in which event they are called "Tower Common Elements" or "TCE,"

(h) one Tower Unit, in which event they are called "Tower Limited Common Elements" or "TLCE,"

(i) the 478-480 Residential Units, in which event they are called "478-480 Residential Common Elements" or "478 RCE",

(j) the exterior of the 11 Wharf Way Rental Unit, in which event they are called "11 Wharf Way Rental Exterior Common Elements",

(k) the exterior of the 478 Rental Unit, in which event they are called "478 Rental Exterior Common Elements",

(l) the exterior of the 482 Rental Unit, in which event they are called "482 Rental Exterior Common Elements", and

(m) the exterior of the 482 Commercial Unit, in which event they are called "482 Commercial Exterior Common Elements",

all of which are described in this Article 7, subject in all events however to any specific designation for any portion of the Property as may be reflected on the Floor Plans (whether or not consistent with the general descriptions contained in this Article 7). The Common Elements other than the Tower Common Elements are sometimes collectively referred to as the Non-Tower Common Elements.

7.1.2 As used herein, the words "facility" and "facilities" include, but are not limited to, the following fixtures, apparatus, equipment, personalty, appurtenances, installations, systems and other items (grouped more or less functionally) which are set forth only for the purpose of illustrating the broad scope of those terms: convector, radiator, heater, convertor, heat exchanger, mechanism, device, machinery, induction unit, fan coil unit, motor, pump, control, tank or tank assembly, condenser, compressor, fan, damper, blower, thermostat, thermometer, coil, vent, sensor, shut-off valve or other valve, gong, panel, receptacle, outlet, relay, alarm, sprinkler head, electric distribution facility, wiring, wireway, switch, switchboard, circuit breaker, transformer, fitting, siamese connection, hose, plumbing fixture, lighting fixture, other fixture, bulb, sign, telephone, meter, meter assembly, scaffolding, piping, line duct, conduit, cable, riser, main, shaft, pit, flue, lock or other hardware, rack, screen, strainer, trap, drain, catch basin, leader, filter, incinerator, canopy, closet, cabinet, door, railing, coping, step, furniture, mirror, furnishing, appurtenance, urn, carpeting, tile, marble or other floor covering, drapery, shade or other window covering, wallpaper or other wall covering, tree, shrubbery, flower or other plantings.

7.2 General Common Elements. The General Common Elements include those portions of the Property that are designated as "General Common Elements" on the Floor Plans and, to the extent not specifically identified as part of the General Common Elements on the Floor Plans, all other parts of the Property and all parts of the Building and the improvements contemplated to be constructed thereon (other than those areas and items specifically identified as part of a Unit, the Common Elements and/or the Limited Common Elements) the common use of which is necessary or convenient for the existence, maintenance, operation or safety of the overall Property. More specifically, the General Common Elements consist of the following (whether or not covered by the preceding sentence):

7.2.1 the Land, together with all easements, rights, and privileges appurtenant thereto (except as otherwise expressly provided in this Declaration).

7.2.2 Exterior walkways, driveways, exterior areas and egress stairs identified on the Floor Plans as General Common Elements.

7.2.3 All other parts of the Property and facilities either existing for the common use of all of the Units or Unit Owners or that serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the Property or all of the Units and/or Unit Owners and/or the Common Elements.

7.2.4 Roads and sidewalks, accessible to the waterfront park and the pathways to and along the East River.

7.3 Certain Common Elements may serve or benefit fewer than all of the Units in which event they shall be considered Limited Common Elements. In such event, only such Unit Owners of such Units so benefitted and/or served by a particular Common Element (individually, a "Benefitting Owner" and collectively, the "Benefitting Owners") shall (i) be responsible for Common Charges allocated to such Common Element and (ii) shall have the right to approve, vote in favor of, or otherwise exercise a consent right regarding any

determination to be made regarding such Common Element. This Declaration and the Floor Plans identify certain Common Elements and specifically list which Units are served by such Common Elements. It shall be the obligation of the Unit Owner whose Unit is identified on the Floor Plans to insure such Common Elements and perform and undertake all maintenance and Repair obligations with respect to such Common Element, in accordance with the terms of this Declaration and the By-Laws, and such Unit Owner that is responsible for same shall be referred to herein and in the By-Laws as the Responsible Owner (as defined in Section 6.7(i) of the By-Laws). In the case that a Unit is subdivided, the obligations of the Responsible Owner may be performed by a Sub-Board, if established after the first subdivision in accordance with Article 9 of the Declaration or alternatively, the Resultant Unit Owners (as defined in the By-Laws) may designate one of the Unit Owners as a Responsible Owner, provided that all Resultant Unit Owners shall be jointly and severally liable for the obligations of the Responsible Owner of their Building.

7.4 Building Common Elements. The owners of the Units in each Building will share the costs of the Building's Common Elements. Each Building's Common Elements to the extent included in, or on the exterior of, the Building, include those areas designated as such on the Floor Plans and described in Sections 7-5 through 7.8 below, as well as the following areas, to the extent such areas are not designated as General Common Elements or Limited Common Elements on the Floor Plans:

7.4.1 all foundations, foundation walls, structural walls, roofs (except as set forth in Section 7.4.19 of this Declaration), footings, columns, girders, beams, supports, interior load-bearing walls, floor slabs and ceilings; curtainwall system, all exterior windows, window frames and window glass, and exterior walls (except commercial storefronts of the Commercial units, if any); building core and shell; and the service elevator (including the associated shafts, elevator equipment, machine room, control room, overrun, pits entrances and appurtenant facilities) serving or benefiting all of the Units;

7.4.2 all passages and corridors, all fire staircases, landings and stairs, areas and spaces located in the Building, which are not located in any Unit;

7.4.3 all electric service rooms, gas, steam and water meter rooms, storage areas or rooms (except as otherwise expressly provided in this Declaration or the Floor Plans), workrooms, staff locker rooms, telephone rooms and other service, mechanical and utility rooms serving or benefiting all of the Units;

7.4.4 the mechanical areas which contain mechanical equipment serving or benefiting all of the Units in the Building;

7.4.5 the electric room and electrical vault located at the Cellar of each Building, which is for the common use of all of the Units;

7.4.6 central HVAC system, including any ventilation supply or exhaust system consisting of motors, ductwork, fans and controls, supply and return piping, serving or benefiting all of the Units;

7.4.7 central smoke and carbon monoxide alarm system serving or benefiting all of the Units;

7.4.8 hot water, condenser water and chilled water systems serving or benefiting all of the Units;

7.4.9 all mechanical equipment and associated piping and controls serving or benefiting all of the Units;

7.4.10 all electrical risers, feeders, lines and equipment, including incoming service, emergency generator main switchgear and distribution panelboards, conduits, wires, meters, transformers and panelboards serving or benefiting all of the units, excluding, however, all such items located within a Unit and serving only that Unit;

7.4.11 all plumbing fixtures, equipment for distribution of cold water and equipment for producing and distributing domestic hot water, including pumps, valves, heat exchangers, pressure reducers, meters and water heaters and chillers serving or benefiting all of the units, excluding, however, all such items located within a Unit and serving only that Unit;

7.4.12 all fire protection equipment for distribution of sprinkler and standpipe systems, including the water storage tank and the structure(s) provided for such tank;

7.4.13 all storm and sanitary sewer equipment and pipes (including vent lines, ejectors, interceptors, filters and valves), excluding, however, all such items located within a Unit and serving only that Unit;

7.4.14 the loading docks, if any, benefiting all of the Units in the Building;

7.4.15 without limiting the foregoing, whether or not specifically identified as part of the General or Limited Common Elements (or identified at all) on the Floor Plans, all other parts of the Property and all other facilities (including shafts, pipes, wires, ducts, vents, flues, cables, conduits and lines) and Equipment in the Building or on the Property (other than those areas and/or items specifically identified on the Floor Plans or herein as part of a Unit and/or the Limited Common Elements), which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of all the Units in the Building;

7.4.16 The window-washing equipment located on the roof of the Buildings;

7.4.17 all other facilities of the Building (including shafts, pipes, wires, ducts, vents, flues, cables, conduits and lines), if any, which exclusively serve or benefit all of the Units; and

7.4.18 smoke detection, alarm system, and sprinkler system; telephone system and cable television system, if any, which exclusively serve or benefit all of the Units; and

7.4.19 all structural repairs of the roofs, including the Green Roofs, Private Terraces, Amenity Roof Terraces, and Balconies will be borne by the Tower Board as a Tower Common Expense. All normal and ordinary maintenance, repair and replacement of Green Roofs, Private Terraces, Amenity Roof Terraces, Balconies (i.e., cleaning surface areas, patching chipped concrete or pavers, repairing and/or replacing fixtures, furniture, fencing or railing enclosures, etc.) shall be tended to and paid for by the Unit Owner(s) having the exclusive use thereof.

7.5 478-480 Kent and 482 Kent Building Common Elements. The owners of the Units in 478-480 Kent and 482 Kent will share the costs of the 478-480 and 482 Common Elements. The 478-480 and 482 Common Elements include:

7.5.1 The gas room, telecom room and water service room on the Cellar floor of 482 Kent;

7.5.2 The BOH corridors on the Cellar floor between 478-480 Kent and 482 Kent;

7.5.3 The loading dock and building storage on the First Floor of 482 Kent;

7.5.4 A portion of the mechanical roof on the Eighth Floor; and

7.5.5 The mechanical room on the Twenty-Second Floor of 482 Kent and the mechanical roof on the EMR Level of 482 Kent.

7.6 478-480 Building Common Elements. The owners of the Units in 478-480 Kent will share the cost of the 478-480 Building Common Elements. The 478-480 Building Common Elements include:

7.6.1 The sewage ejector room and the public corridor, on the Cellar Floor of 478-480 Kent;

7.6.2 Staircases A and B on the Cellar through the Twenty-Second Floors; and

7.6.3 Staircase C on the Cellar through the Third Floors.

7.7 482 Building Common Elements. The owners of the Units in 482 Kent will share the cost of the 482 Building Common Elements. The 482 Building Common Elements include:

7.7.1 The sewage ejector room on the Cellar Floor of 482 Kent;

7.7.2 Staircase A on the Cellar and First Floors of 482 Kent;

7.7.3 Staircase B on the Cellar Floor of 482 Kent;

7.7.4 The fire pump room on the Second Floor;

7.7.5 The plumbing equipment room on the Fourth Floor;

7.7.6 The telecom room on the Sixth Floor; and

7.7.7 and

7.7.8 The Bulkhead Roof on the EMR Roof Level.

7.8 11 Wharf Way Building Common Elements. The owners of the Units in 11 Wharf Way will share the cost of the 11 Wharf Way Building Common Elements. The 11 Wharf Way Building Common Elements include:

7.8.1 Staircases A and C on the Cellar and First Floors;

7.8.2 The gas room, the telecom room, the B.O.H. corridor, the water service room, the EMR, the SE-1, and the flood log storage room on the Cellar Floor;

7.8.3 The loading dock on the First Floor;

7.8.4 The electrical distribution room and the fire pump room on the Second Floor;

7.8.5 The plumbing equipment room, the telecom room, and the ATS on the Fourth Floor;

7.8.6 The mechanical room and the ATS on the Twenty-Second Floor; and

7.8.7 The Mechanical Roof on the EMR Level and the EMR Roof on the EMR Roof Level.

7.9 The 11 Wharf Way, 478 Kent and 482 Kent Rental Common Elements. The Rental Common Elements are shared by the owners of the Rental Units in 11 Wharf Way, 478 Kent and 482 Kent. The Rental Common Elements include:

7.9.1 Residential Tenant Storage on the Third through Seventh Floors; and

7.9.2 The portion of the Residential Amenity Roof Terrace on the Eighth floor of 482 Kent that is designated on the Floor Plans as RCE.

7.10 478-482 Rental Common Elements. The 478 and 482 Rental Common Elements are shared by the owners of the Rental Units in 478 Kent and 482 Kent. The 478 and 482 Rental Common Elements include:

7.10.1 Residential Tenant Storage, Residential Employee Breakroom and Residential Bicycle Storage on the Cellar Floor of 482 Kent.

7.11 478-480 Residential Common Elements. The 478-480 Residential Common Elements are shared by the owners of the 478 Rental Unit and the Tower Unit. The 478-480 Residential Common Elements include:

7.11.1 Compactor room on the Cellar Floor;

7.11.2 Fire pump room on the Second Floor;

7.11.3 Plumbing equipment room on the Fourth Floor of 478-480 Kent;

7.11.4 Mechanical room and ATS room on the Seventh Floor;

7.11.5 Mechanical Room #1, Mechanical Room #2 and Roof Terrace on the Twenty-First Floor; and

7.11.6 EMR and Main Roof Level on the Twenty-Second Floor and Bulkhead Roof on the EMR Level.

7.12 Tower Common Elements. The Tower Common Elements consist of those portions of the Property designated on the Floor Plans as "Tower Common Elements" or, to the extent such Common Elements are located on the exterior of the Buildings, the "Tower Exterior Common Elements"; and also those Common Elements (other than vertical shaftways and penetrations) which exclusively serve or exclusively benefit all or any part of the Tower Section whether or not designated as Tower Common Elements (or designated at all) on the Floor Plans (but excluding any items therein or in the Building which are not part of the Property). The Tower Common Elements include, without limitation, the following:

7.12.1 the passenger elevators and the service elevators, in each case, which exclusively serve or benefit the Tower Section and in each case including the shafts, elevator equipment, elevator pits, alcoves, and entrances and appurtenant facilities;

7.12.2 smoke and carbon monoxide alarm system, telephone system and cable television system exclusively serving the Tower Section;

7.12.3 any ventilation supply or exhaust system consisting of motors, ductwork, fans and controls, supply and return piping, and the hot water and condenser water systems serving or benefiting solely the Tower Section;

7.12.4 all mechanical equipment and associated piping and controls serving or benefiting solely the Tower Section;

7.12.5 all electrical risers, feeders, lines and equipment, including incoming service, main switchgear and distribution panelboards, conduits, wires, meters, transformers and panelboards serving or benefiting solely the Tower Section;

7.12.6 all plumbing fixtures, equipment for distribution of cold water and equipment for producing and distributing domestic hot water, including pumps, valves, heat exchangers, pressure reducers, meters and water heaters, serving or benefiting solely the Tower Section;

7.12.7 all storm and sanitary sewer equipment and pipes (including vent lines, ejectors, interceptors, filters and valves), serving or benefiting solely the Tower Section;

7.12.8 all fire protection equipment for distribution of sprinkler and standpipe systems serving or benefiting solely the Tower Section;

7.12.9 all electric service rooms, gas, steam and water meter rooms, workrooms, locker rooms, telephone rooms and other service, mechanical and utility rooms serving or benefiting solely the Tower Section;

7.12.10 the following areas on the Cellar Floor of 480-482 Kent: self-parking spaces as shown on the Floor Plans; bicycle storage, in all events subject to the right of the Tower Board to charge a fee for and adopt Tower Rules and Regulations with respect to the use thereof; laundry room; residential tenant storage room; residential pet grooming room; and employee break room;;

7.12.11 the following areas on the First Floor of 480-482 Kent: the Tower Section lobby (the "Tower Lobby") and adjacent package room and mail room as shown on the Floor Plans; any canopies extending over the Tower Lobby entrance; residential amenity rooms as shown on the Floor Plans; game room; pantry; lounges as shown on the Floor Plans; and amenity roof terrace;

7.12.12 the portion of the Residential Amenity Roof Terrace on the Eighth Floor of 478-480 Kent and 482 Kent hatched as TCE on the Floor Plans;

7.12.13 all halls, passages, corridors, storage rooms, housekeeping areas, trash storage rooms, trash rooms, package overflow rooms, janitor's closet, workshop, resident manager and property manager offices, mechanical and other rooms, areas and spaces (including their respective floors, ceilings and enclosing walls) located in the Building which exclusively serve or benefit all or a combination of the Tower Units and are not part of any Unit;

7.12.14 those stairs and stairways in the Tower Section shown on the Floor Plans as Tower Common Elements (and excluding those stairs, stairways and fire stairways in the Tower Section shown on the Floor Plans and not constituting part of another Common Element or Unit);

7.12.15 all Building storage rooms, locker rooms, telephone rooms and other service, mechanical and utility rooms which exclusively serve or benefit any combination of the Tower Units;

7.12.16 all security monitors and equipment and other security facilities exclusively serving or benefiting any combination of the Tower Units;

7.12.17 all loading docks, if any, exclusively serving the Tower Section;

7.12.18 to the extent shown on the Floor Plans as Tower Common Elements, those facilities, components, rooms, areas, corridors, spaces and facilities of the Building (irrespective of where the same are located) which exclusively serve the Tower Section (and excluding any such facilities, components, rooms, areas, corridors, spaces and facilities which are specifically identified on the Floor Plans or herein as part of a Tower Unit and/or General Common Elements); and

7.12.19 whether or not specifically identified as part of the Tower Common Elements (or identified at all) on the Floor Plans, all other parts of the Property and all other facilities (including shafts, pipes, wires, ducts, vents, flues, cables, conduits and lines) and Equipment in the Building or on the Property (other than those areas and/or items specifically identified on the Floor Plans or herein as part of a Unit and/or the General Common Elements or Non-Tower Common Elements), which serve or benefit or are necessary or convenient or existing for the use, existence, maintenance, operation or safety of all or any part of the Tower Section exclusively.

7.13 Tower Limited Common Elements: Certain portions of the Tower Common Elements that are limited and further restricted in use to the owners of Tower Units to which such Tower Limited Common Elements are appurtenant, subject to the right of the Condominium Board or Tower Board to enter upon any such Tower Limited Common Element to make structural repairs or structural replacements to said Tower Limited Common Element or any other Common Element contained therein, and subject to the Rules and Regulations of the Condominium.

7.13.1 All normal and ordinary maintenance, repair and replacement of Tower Limited Common Elements (i.e., cleaning surface areas, patching chipped concrete or pavers, repairing and/or replacing fencing or railing enclosures, etc.) shall be tended to and paid for by the Tower Unit Owner having the exclusive use thereof. However, washing exteriors of windows will be borne by the Tower Unit Owners as a Tower Common Expense. Structural repairs of the Tower Limited Common Elements will be borne by the Tower Unit Owners as a Tower Common Expense.

7.13.2 Tower Unit Owners shall be responsible for washing the interior side of any and all windows in their Unit at such Unit Owner's sole cost and expense. Subject to the foregoing, the maintenance, repair and replacement of: (a) the windows in the Tower Section shall be performed by the Tower Board and shall be a Tower Common Expense; (b) the maintenance, repair and replacement of the windows in the Non-Tower Section shall be the responsibility of the Non-Tower Unit Owner whose windows need to be maintained, repaired, or replaced. Notwithstanding the foregoing sentence, any replacement of glass windows in any Tower Unit because of breakage shall be made by the Tower Board at the sole cost and expense of the owner of such Unit (unless such breakage is caused by the Tower Board or the negligence of any other Unit Owner, in which event such replacement of glass windows will be at the sole cost and expense of the Tower Board or such negligent Unit Owner, as the case may be).

7.13.3 That portion of equipment, fixtures or Facilities serving or benefiting one Tower Unit, to the extent located within another Unit or within a Common Element to which there is direct and exclusive access from the interior of a Tower Unit. Notwithstanding anything to the contrary contained in the By-Laws or this Declaration, the Tower Unit Owner who is so served or benefited by such Tower Limited Common Elements shall have the exclusive right to use such Tower Limited Common Elements and shall be responsible for their normal operation, maintenance, and repair at such Unit Owner's sole cost and expense.

7.13.4 All other Facilities exclusively serving one or more but not all Tower Units, excluding the Tower Units, the Tower Common Elements, the Non-Tower Common Elements, and the General Common Elements, and which serve or benefit or are necessary or convenient for the existence, maintenance, operation, or safety of one or more but not all of the Tower Units.

7.14 Exterior Common Elements. Appurtenant to the Rental Units and the Commercial Units are exterior spaces designated on the Floor Plans as Exterior Common Elements. The owner of each Unit shall be responsible for its Exterior Common Elements at its sole cost and expense.

7.15 Utility Vaults. While located outside of the Property line, the utility vaults located in the sidewalk appurtenant to (i) one or more of the Buildings (serving all of the Units) as shown on the Floor Plans shall be deemed to be a General Common Element (for purposes of maintenance, use, operation, and cost allocations only) and shall be operated and Maintained by the Condominium Board, the cost of which shall be a Common Expense, including without limitation costs for any taxes which may be assessed against such utility vault space.

7.16 As used in this Declaration and the By-Laws, "Roof and Roof Setbacks" refers to roofs, setbacks and terraces identified on the Floor Plans as such, which shall include, without limitation, the underlayment, membranes, flashings, gutters, fasteners, pipes, vents, skylights and coatings and other roofing material necessary to construct the Roof and Roof Setbacks but shall not include any Roof Setback Installations thereon. "Roof Setback Installations" refers to any decking material or other surface coverings, structures, water features, fencing, lighting, landscaping, trees, shrubbery, planters, and other plantings, furniture, equipment and installations on a Roof or Roof Setback.

ARTICLE 8

USE OF BUILDINGS, UNITS AND COMMON ELEMENTS

8.1 Use of the Tower Units.

8.1.1 General. A Tower Unit may generally be used only for residential purposes and, subject to compliance with this Declaration, the Condominium By-Laws, and the Tower By-Laws, for a lawful home occupation as defined in the Zoning Resolution and subject to such additional requirements as are set forth in the Tower By-Laws. Notwithstanding the

foregoing, the Tower Units may not be used, in fact or in effect, as part of or in furtherance of an Occupancy Plan or any other program, plan, entity, agreement, or other arrangement providing for short-term, fractional, or shared use and/or ownership of such Unit, including, without limitation, as part of a travel club, "home share" platform such as AirBnB or Onefinestay, vacation rental platform such as VRBO, or any enterprise having similar attributes without the approval of the Declarant or the Declarant's designee. Subject to the foregoing, Tower Units may only be leased in accordance with the Tower By-Laws and the Tower Rules and Regulations. An "Occupancy Plan" means a program, plan, entity, agreement, or other arrangement for the use, occupancy, marketing, advertising, or promotion of one or more Units under short-term, timeshare, fractional, or shared ownership, interval exchange (whether the program is based on direct exchange of occupancy rights, cash payments, reward programs, or other point or accrual systems) or other membership plans or arrangements through which a participant in the plan or arrangement acquires a direct or indirect ownership interest in the Tower Unit(s) in question with attendant rights of periodic use and occupancy or acquires contract rights to such periodic use and occupancy of such Tower Unit(s) or a portfolio of accommodations including such Tower Unit(s).

8.1.2 Unsold Tower Units. Notwithstanding the foregoing or anything contained herein, in the Condominium By-Laws, the Tower By-Laws or any Rules and Regulations to the contrary, subject only to compliance with all Laws, Sponsor (and its designees) may, without the permission of any Board or any other Person use or grant permission for the use of any Unsold Tower Unit for any lawful purpose, including, but not limited to, the use of any Unsold Tower Units as models and sales and/or promotion offices in connection with the sale or rental of the Tower (or all or any portion of the other) Units or for any other purpose. As used in the Condominium Documents, "Unsold Tower Unit" refers to any Tower Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by Sponsor or any of its designees as the holder of one or more Unsold Tower Unit(s); any Tower Unit that is acquired, individually or collectively, by a principal of Sponsor or a group of which Sponsor or one or more of its principals is a member; or a Tower Unit that is acquired, individually or collectively, by either the holder of a Permitted Mortgage given by Sponsor or the designee of a holder of such a Permitted Mortgage.

8.2 Use of Rental Units. Subject to compliance with all Laws, including, without limitation, the certificate of occupancy for such Unit and any applicable zoning regulations, and except as otherwise provided herein and in the Condominium By-Laws, each Rental Unit may be used and operated for any legally permitted purpose. The Unit Owner of any such Unit may lease or license all or any portion of its Unit to one or more lessees (or may permit occupants or permittees to use all or any portion of its Unit) so long as the uses thereof are in conformance with all Laws, this Declaration and the Condominium By-Laws. No Units may be used as a pornography store, massage parlor, drug treatment facility, homeless shelter, so called "discount" or 99-cent store, video arcade, betting parlor or other gambling related establishment. Notwithstanding anything contained herein to the contrary, no portion of the Rental Unit may be used by an Occupant or Lessee, in fact or in effect, as part of or in furtherance of any program, plan, entity, agreement or other arrangement providing for short term use, including, without limitation, as part of a travel club, "home share" platform such as AirBnB or Onefinestay, vacation rental platform such as VRBO, or any enterprise having similar

attributes to the extent the same would be in violation of applicable law without the approval of the Unit Owner.

8.3 Use of Commercial Units. Subject to compliance with all Laws, including, without limitation, the certificate of occupancy for such Unit and any applicable zoning regulations, and except as otherwise provided herein and in the Condominium By-Laws, the Commercial Units may be used and operated for any legally permitted purpose. The Unit Owner may lease or license all or any portion of its Unit to one or more lessees (or may permit occupants or permittees to use all or any portion of its Unit) so long as the uses thereof are in conformance with all Laws, this Declaration and the Condominium By-Laws. Such Commercial Units shall not be used as a pornography store, massage parlor, drug treatment facility, homeless shelter, so called "discount" or 99-cent store, video arcade, betting parlor or other gambling related establishment.

8.4 Use of Non-Tower Units. Declarant (and its designees, successors, and assigns) reserves the right to use the Non-Tower Units for any lawful purpose permitted under the Zoning Resolution of the City of New York and other applicable Law except that the Non-Tower Units may not be used for any obscene or noxious purpose.

8.5 Use of Parking. Declarant is selling 20 Tower Parking Licenses to Purchasers of Tower Units to enable Tower Unit Owners to park in the Tower Common Element section of the parking garage located in the cellar beneath 478-480 Kent (the "Tower Parking Section"). The parking spaces in the Tower Parking Section are called "Tower Parking Spaces." The balance of the parking garage is comprised of the interconnected Parking Units with monthly, daily, and hourly parking available to the public. The Commercial Bicycle Storage is located within Parking Unit 2 and will be accessible by the Commercial Unit Owners and its tenants as determined by the Commercial Unit Owners.

8.5.1 The Tower Parking Section may be used only for storage of a motor vehicle. No materials which pose a health or safety threat or which otherwise create a nuisance may be stored therein, and Tower Parking Spaces may not be used to store toxic, inflammable or combustible items as defined in the Building Code of the City of New York. Failure of a Unit Owner to comply with the use limitations set forth in the immediately preceding sentence may result in issuance by the New York City Department of Buildings of a violation against the Building along with imposition of an associated fine, which fine shall be paid by the violating Tenant and Unit Owner as more particularly set forth in the By-Laws, and cure the violation within ten (10) days. Declarant and the Tower Board shall have the right to cure the violation at the licensee's expense, if the licensee fails to do so after notice. Notwithstanding the foregoing, Declarant or a Declarant Designee shall have the right to use any unlicensed Tower Parking Space for any purpose permitted by Legal Requirements (as hereinafter defined) or to change the permitted use of any unlicensed Tower Parking Spaces, subject, however, to the provisions of this Declaration.

8.5.2 Declarant shall be the initial licensor of the Tower Parking Spaces and the Tower Storage Lockers. The Board shall be obligated to execute the licenses in conjunction with the initial licensing thereof, and shall not participate in the proceeds of the sale

of such licenses.

8.5.3 Holders of Parking Licenses, excluding Sponsor with respect to unsold Tower Parking Licenses, will be required to pay a license fee to the Condominium, which license fee is subject to change from time to time as the Board deems necessary in its discretion.

8.5.4 Tower Parking Licenses shall provide, among other things, for the exclusive use of parking of licensee's vehicle for so long as the licensee owns or rents a Unit in the Condominium, for fees for parking as determined by the Tower Board, and further may provide that the Parking Space may be used only for the parking and storage of motor vehicles and/or motorcycles. The Tower Parking License shall provide that the licensee must be a Tower Unit Owner and/or occupant of a Tower Unit. Licensees under such Tower Parking Licenses shall also be required to pay a monthly license fee, as well as all parking taxes that may be applicable. The Parking License may be assigned by licensee for such sums as are agreed to between licensee and such assignee at any time provided (i) the assignee is a Tower Unit Owner (by operation of Law or otherwise) or a tenant, (ii) the assignee assumes the obligations under the Tower Parking License, (iii) a copy of the assignment and assumption on terms reasonably acceptable to the Board is delivered in writing to the Tower Board, and (iv) no outstanding monies are owed to the Board by the assigning licensee. If the Tower Parking License is not assigned and assumed by another Tower Unit Owner or a tenant, the Tower Board shall have the right to terminate the Tower Parking License and take possession of the same, without compensation to the licensee. Licensee shall have no other right to assign or transfer the Tower Parking License, sublet or sublicense the Tower Parking License or any part thereof, nor allow the Tower Parking Space or any part thereof to be used by any other person, corporation, partnership or other business entity, without the prior written consent of the Tower Board. In the event of any termination of a Tower Parking License, the Tower Board shall have the right to enter into a new Tower Parking License for such space and collect fees thereunder. If a Tower Unit Owner or a tenant holding a Tower Parking License defaults in its obligations under the Tower Parking License or under this Declaration or the By-Laws, the Tower Board may, in addition to the rights and remedies set forth herein: (i) deny access to and use of the Tower Parking License until such Unit Owner cures such default, or (ii) terminate the Tower Parking License upon written notice to the Unit Owner.

8.5.5 One Tower Parking Space will be designated as a handicapped parking space (the "Handicap Parking Space") for use by the Tower Unit Owners and will be the last parking space sold if one has not previously been sold to a Handicapped Tower Unit Owner. The purchase of the Handicap Parking Space and any subsequent sale or transfer of it are subject to the following covenants and restrictions in the License Agreement: "In the event the present or future owner of a Tower Unit or member of his or her family member residing in the Tower Unit, becomes handicapped and said Tower Unit Owner does not own a parking space, said Tower Unit Owner has the right to demand that the owner of the Handicap Tower Parking Space sell it at then current, fair market value to said handicapped owner. All costs and expenses entailed in the transfer of title to the parking spaces, including without limitation, title abstracts, title insurance, transfer taxes and recording fees and reasonable attorney fees shall be borne by the party requesting the transfer. The owner of the Handicap Parking Space must comply with the aforementioned demand upon thirty (30) days written notice. If the parties cannot agree on

the fair market value of the Handicap Parking Space then the parties agree to submit the matter to binding arbitration in accordance with Article 14 of the By-Laws of the Condominium."

8.6 Publicly Accessible Areas.

8.6.1 The Property is located on a parcel of land in the Williamsburg Section of Brooklyn, adjacent to the East River and Declarant is obligated to create a Waterfront Public Access Area ("WPAA") and a Publicly Accessible Area ("PAA") and has entered into a Restrictive Declaration requiring Declarant to execute a maintenance and operations agreement (the "WPAA Maintenance Agreement") with the NYC Department of Parks and Recreation ("DPR"). Declarant, its successors and assigns, for so long as any shall have any right, title or interest in the Property, shall maintain ownership of the WPAA and PAA and shall be responsible for the maintenance and capital repair of the WPAA and PAA, subject to the terms and conditions of the WPAA Maintenance Agreement and of the Restrictive Declaration.

8.6.2 Pursuant to the Restrictive Declaration, Declarant is required to develop the parcel of land located between the Buildings and the shoreline into a waterfront park. Before Declarant can obtain a TCO for the Condominium, Declarant must receive a Notice of Substantial Completion for the Public Walkway from the DPR. Declarant must also deposit a performance bond, an irrevocable letter of credit or other security acceptable to the City in an amount equal to $2.84 per square foot in an account for the WPAA which will be adjusted by CPI for 5 years ("Maintenance Payment") into a maintenance account ("Maintenance Account") for the funding of the ordinary maintenance and future capital repairs of the Public Walkway. The Restrictive Declaration does not require Declarant, Declarant's Affiliate, the POA or the Condominium to pay any increases in the Annual Maintenance Payment, except for annual CPI increases, and neither Declarant nor Declarant's Affiliate makes any representation that the Annual Maintenance Payment will be sufficient to maintain, repair, replace, rebuild, restore or operate the Public Walkway at any point in the future. The anticipated completion date of the Public Walkway is on or about February, 2025. No funds have been escrowed in regard to the obligations to obtain the Notice of Substantial Completion.

8.6.3 In accordance with the Restrictive Declaration dated as of March 8, 2022, and recorded on March 15, 2022 as CRFN 022031500804 and any subsequent recorded amendments thereto or notices thereof (including the Notice of Restrictions to be recorded following recording of this Declaration specifying that the subdivided tax lots are subject to the terms and conditions of the Restrictive Declaration), Declarant will organize a homeowner's association to be known as the Kent Avenue Property Owner's Association, Inc. (the "POA") pursuant to the New York State Not-for-Profit Corporation Law. The POA will be established for the purpose of collecting funds for the payment of the Annual Maintenance Payment and renewing and maintaining the Maintenance Security (as such term is defined in the Restrictive Declaration). The Condominium Board is liable for its pro-rata share of the assessments of the POA (the "POA Assessments") and the obligation to make such payment is binding on the Condominium Board. The Common Charges payable by the Unit Owners include a line item for POA Assessments. The construction and maintenance of the WPAA and PAA, as well as all other obligations of the POA under the Restrictive Declaration, are essential elements of the New York City actions permitting the development of the Property.

8.6.4 The POA's obligation under the Restrictive Declaration is in perpetuity and may not be terminated, except by written instrument executed by Declarant or its successors in title and the New York City Department of Parks and Recreation or any successor to its jurisdiction. Upon the recording of the Declaration of Covenants, Restrictions, Easements, Charges and Liens of the POA ("POA Declaration"), there will initially be two (2) members of the POA (the "POA Members"), one appointed by the Condominium Board who shall assume Declarant's membership status in the POA, and one appointed by the owner of the Adjacent Parcel (defined below). A Board of Directors, initially consisting of two (2) directors appointed by the Condominium Board shall have the power to impose the POA Assessments and to collect the funds necessary to satisfy the obligations of the POA, including with respect to the Public Walkway and to pay the POA's insurance and administrative costs, payable by all Units in the Condominium (the "POA Property"). Article 6 of the POA Declaration sets forth the method by which POA Assessments will be calculated and allocated to the components of the POA (the "Allocable Percentage"). Each POA Member shall collect the POA Assessments as part of the common charges of such POA Member's Condominium, in accordance with the condominium documents of such condominium and the POA Declaration and By-Laws, and deliver such POA Assessments to the POA. Failure to pay a POA Assessment to the POA within ninety (90) days of the date such payment is due shall be a charge and continuing lien upon the non-paying POA Member's Building (the "Delinquent Member") (i.e., the Units located in such Building which are included in the POA Property, if such Building is a Condominium), or a lien on the non-paying Unit Owner's Unit. In the event the paying Member (the "Non-Delinquent Member") pays the Delinquent Member's POA Assessments, the Non-Delinquent Member shall have all rights granted to the Board of Directors under Article 13 of the POA By-Laws to collect such payment against the Delinquent Member. Any Unit Owner may discharge such lien with respect to such Unit Owner's Unit by payment to the POA of such Unit Owner's Allocable Percentage of the POA Assessment, or by providing proof that such payment was made to the Delinquent Member.

8.6.5 Adjacent to the north side of the Property is an approximately 64,845 square foot parcel of land (the "Adjacent Parcel"), that an affiliate of the Declarant has acquired. It is presently anticipated that the development on the Adjacent Parcel will include residential and commercial condominium units. It is anticipated that the POA will be expanded to include the development on the Adjacent Parcel. This Condominium and the owner(s) of the Adjacent Parcel would share the costs of maintaining, repairing and replacing the areas included in the POA. The POA would be expanded to three members and three directors.

8.7 Shared Amenities. The Buildings will contain certain amenities that will be accessible by the Tower Unit Owners and the tenants in the Rental Units (the "Shared Amenities"). The Shared Amenities consist of the residential exercise rooms, restrooms, locker area, pantry, residential lounges, pool deck, and outdoor pool on the Club Floor (8th Floor) of the 478 Rental Unit in 478 Kent and the basketball court in the 11 Wharf Way Rental Unit in 11 Wharf Way. Since the Shared Amenities are located within the Rental Units, the Tower Board will enter into an amenity agreement with the Rental Unit Owners for the use of the shared amenities. The initial amenity agreement will have a term of five (5) years. Tower Unit Owners will contribute to the overhead, maintenance, repairs, alterations, and additions to the Shared Amenities via Common Charges.

8.8 No Interference. Subject to any easements (exclusive or otherwise) and/or rights of access or as otherwise provided in the Condominium Documents with respect to the Common Elements, none of the Boards nor any Unit Owner shall impede the exercise of or encroach upon the rights of the others of such parties or anyone claiming, by, through or under them, including, but not limited to, the occupants of the Units and their respective invitees, to use the same.

8.9 Except as otherwise provided in the By-Laws, the Common Elements may be used only for the furnishing of the services and facilities and for the other uses for which they are reasonably suited. Subject to any easements (exclusive or otherwise) and/or rights of access provided in this Declaration with respect to the Common Elements, neither the Board nor any Unit Owner shall impede the exercise of or encroach upon the rights of the other Unit Owners or anyone claiming, by, through or under them, including, but not limited to, the occupants of the Units and their respective invitees, to use the same.

8.10 No nuisance shall be allowed in the Property nor shall any use or practice be allowed in the Property which interferes with the peaceful possession or proper use thereof by the Unit Owners or the occupants of their respective Units. No improper, offensive, or unlawful use shall be made of the Property or any portion thereof. All applicable Laws relating to any portion of the Property shall be complied with at the sole expense of whichever of the Unit Owner(s) or Board(s) shall have the obligation pursuant to the Declaration, and the By-Laws to maintain or repair such portion of the Property.

8.11 The Storage Lockers may only be used for storage purposes, and in no event may the Storage Lockers be used as dwelling spaces. No materials which pose a health or safety threat or which otherwise create a nuisance may be stored therein, and Storage Lockers may not be used to store toxic, inflammable, or combustible items as defined in the Building Code of the City of New York. Failure of a Tower Unit Owner to comply with the use limitations set forth in the immediately preceding sentence may result in issuance by the New York City Department of Buildings of a violation against the Building along with imposition of an associated fine, which fine shall be paid by the violating Tower Unit Owner as more particularly set forth in the By-Laws, and cure the violation within ten (10) days. Sponsor and the Condominium Board shall have the right to cure the violation at the licensee's expense, if the licensee fails to do so after notice. Notwithstanding the foregoing, Declarant or a Declarant Designee shall have the right to use any unlicensed Storage Lockers for any purpose permitted by Legal Requirements (as hereinafter defined) or to change the permitted use of any unlicensed Storage Lockers, subject, however, to the provisions of this Declaration. Except for Declarant, a license for a Storage Locker may not be used by anyone other than a Tower Unit Owner or its tenant.

8.12 If the use of any Unit causes an increase in the premium for the insurance obtained by the Board or any other Unit Owner, then the owner of such Unit causing such an increase shall be obligated to pay to the Board, as additional Common Charges (as defined in the By-Laws), or to such other affected Unit Owner(s), a sum equal to the amount of such increase attributable to such use (and such obligation shall be enforceable by the Board, on behalf of the affected Unit Owner(s), as if such amount payable were part of Common Charges).

8.13 Each Unit Owner (and any Occupant of a Unit) shall at all times, at its sole cost and expense: (a) conduct its use of the Unit in an orderly and proper manner so as not to unreasonably disturb other Unit Owners or Occupants or cause any nuisance that interferes with the peaceful possession or proper use thereof by the Unit Owners or the Occupants of their respective Units; (b) take all reasonable measures to minimize the noise level of its operations; (c) cause all of the Equipment in its respective Unit to comply with all Laws and Insurance Requirements; (d) maintain the interior and exterior of its respective Unit in a clean, orderly and sanitary manner at all times; (e) keep its respective Unit free from vermin, rodents, and anything of a similar nature and provide extermination service to its respective Unit on a regular basis in accordance with good commercial practice (it being understood that if a Unit Owner or its lessees, Occupants, or permittees fail after notice from the Board to keep its respective Unit free from vermin or rodents, the Board shall have the right, at the sole cost and expense of the Unit Owner who failed to take such measures, to take any and all measures deemed reasonably necessary or reasonably desirable to eradicate all vermin or rodents from such Unit Owner's Unit); (f) not permit the emanation of objectionable odors from its respective Unit; (g) keep the waste drains emanating from its respective Unit free from obstructions; and (h) otherwise maintain and operate its respective Unit in a manner consistent with standards appropriate for a Comparable Building (as defined in the Condominium By-Laws). To the extent that a Unit has a Limited Common Element appurtenant to such Unit, the foregoing shall also apply with respect to the maintenance of such Limited Common Element by the Unit Owner having exclusive use thereof.

8.14 The Units may be owned or leased by an individual, corporation, partnership, limited liability company, fiduciary, or any other entity (including, but not limited to, embassies and consulates of foreign governments).

8.15 No income derived from any use of any Unit or License will constitute income to the Boards or any other Unit Owner.

8.16 Subject to any easements (exclusive or otherwise) and/or rights of access provided in this Declaration with respect to the Common Elements, neither the Boards nor any Unit Owner shall impede the exercise of or encroach upon the rights of the other Unit Owners or anyone claiming, by, through or under them, including, but not limited to, the Occupants (as defined in the By-Laws) of the Units and their respective invitees, to use the same.

8.17 Notwithstanding anything to the contrary contained herein, in the By-Laws or the Rules and Regulations to the contrary, Declarant or its designee may, without the permission of the Board, use or grant permission for the use of any Unsold Tower Unit as models and sales and/or promotion offices in connection with the sale or rental of the Tower Units, subject to compliance with applicable governmental laws and regulations as to any such use.

8.18 Except as otherwise provided in the By-Laws: (i) the Common Elements may be used only for the furnishing of the services and facilities and for the other uses for which they are reasonably suited; (ii) Parking Spaces and Storage Lockers may only be used in accordance with the By-Laws; and (iii) Terraces may be used only for purposes commensurate with the uses permitted of the Tower Units to which they are appurtenant.

8.19 Each Unit shall be subject to an easement in favor of the Condominium Board and the Tower Units shall also be subject to an easement in favor of the Tower Board, on behalf of all Unit Owners and the Tower Unit Owners, to use, operate, maintain, repair, alter, rebuild, restore, and replace all Common Elements located in such Unit or elsewhere on the Property. In addition, Declarant (or its designee) and the Board shall have the right to erect scaffolding on or upon any of the Terraces, for a temporary period of time in connection with maintenance and repairs of the Building and its Common Elements. The Condominium Board and the Tower Units shall also be subject to an easement in favor of the Tower Board and any managing agent, manager, and other persons authorized by the Board shall have a right of access to each Unit and any Common Element appurtenant to any Unit, whether exclusive or not, (and such is hereby granted) to inspect the same or remove violations of governmental laws or regulations against any part of the Property; to cure defaults by the owner of such Unit under the By-Laws, this Declaration or the Rules and Regulations; to perform maintenance, installations, alterations, repairs or replacements to the mechanical, plumbing or electrical systems or other portions of the Common Elements (including, without limitation, all Limited Common Elements) contained therein or elsewhere in the Property; or correcting any conditions originating in any Unit and threatening another Unit or any Common Element; provided such right of access shall be exercised in such a manner as will not unreasonably interfere with the Units for their permitted purposes. Such entry shall be permitted on not less than one day's notice, except that no notice will be necessary in the case of any "emergency" (i.e., a condition requiring repair or replacement immediately necessary for the preservation or safety of the Building or for the safety of occupants of the Building, or other persons, or required to avoid the suspension of any necessary service in the Building).

ARTICLE 9

CHANGES TO UNITS AND SECTIONS

9.1 Changes by Declarant and Master Unit Owners.

9.1.1 Without Consent. Notwithstanding anything to the contrary in Article 8 of the Condominium By-Laws, or in the Tower By-Laws, and except as otherwise set forth in Section 9.2 hereof, Declarant and each Master Unit Owner shall have the right, at any time and from time to time, without the vote or consent of any Board, Master Unit Owner or other Person, to: (a) decorate or make Alterations and/or Repairs whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon its Section; (b) change the use (subject to compliance with all Laws and this Declaration) or layout of, or number of rooms in, its Master Unit from time to time; (c) change the number of component Units within its Master Unit (as applicable), or the size of any of the same, by subdividing its Master Unit (or any component Units within its Master Unit) into two (2) or more separate Units, combining separate Units (including those resulting from such subdivision or otherwise) within its Master Unit into one or more Units, converting a portion of a Master Unit (or any component Units within its Master Unit) to a Limited Common Element of the applicable Master Unit, altering the boundary walls between any component Units within its Master Unit, or otherwise, including incorporating the use of any portion of a Limited Common Elements appurtenant thereto; (d) whether in respect of subdivisions or combinations of such Master Unit (or of component Units within such

Master Unit) or otherwise, designate all or any part of its Master Unit or Limited Common Element appurtenant to such Master Unit as part of a newly created or expanded component Unit within such Master Unit or Limited Common Element; and (e) if appropriate, reapportion among the Units affected by such change in size, use or number pursuant to the preceding clauses (b), (c) and (d) their percentage interests in the Common Elements; provided, however, that: (i) such changes are in compliance with Section 339-i of the New York Condominium Act and do not result in a non-compliance with applicable requirements of Law (including, without limitation, the Zoning Resolution); (ii) the Common Interest of any other Unit not owned by such Master Unit Owner shall not be changed by reason thereof unless the owner of such other Unit shall consent thereto; and (iii) each Master Unit Owner complies with all applicable Laws and shall agree to defend and hold each Board and all other Unit Owners harmless from any liability arising therefrom. No vote or consent of any Board, a Master Unit Owner, or any Person shall be required to be obtained by the Master Unit Owner performing work pursuant to this Section prior to making any such Alterations and Repairs in compliance with this Section 9.1, provided that (1) such Alterations and Repairs are in accordance with Law; (2) prior to such Alteration and/or Repair, such Master Unit Owner performing such Alteration and/or Repair first provides reasonable notice of the commencement of such Alterations and/or Repairs to the Boards and the other Master Unit Owners (which such notice shall not be deemed to be a request for consent from the Board or the other Master Unit Owners except as otherwise required pursuant to Section 9.1.2 below) and evidence of insurance of the type and with limits customarily provided by a unit owner performing Alterations and/or Repairs in a building meeting the Building Standard in favor of the Board and the other Master Unit Owners, provided no such notice or evidence of insurance shall be required to be provided to a Board or Unit Owner for incidental repairs made to a Unit; (3) the performance and the result of such Alterations and/or Repairs does not adversely affect (by more than a de minimis amount) the physical condition, structural integrity, Building Systems serving, external appearance of, or lawful permitted use and regular operation (except that is understood that during performance reasonable temporary shutdowns of certain Building Systems may be required, subject to the remainder of Section 9.1 below) of the other Section or the General Common Elements; and (4) such Master Unit Owner performing such Alterations and/or Repairs complies with the provisions of this Section 9.1 and the Condominium By-Laws, as they may apply.

9.1.2 With Consent. The Tower Board may perform Alterations and/or Repairs to the Tower Section provided that it receives the prior written consent of the owner of the 480 Rental Unit, if such Alterations and/or Repairs reasonably could affect (by more than a de minimis amount) the 480 Rental Unit or the 480-482 Building Common Elements, which consent shall not be unreasonably withheld, conditioned, or delayed.

9.1.3 Stoppages of Utilities or Systems. If any Master Unit Owner or the Tower Board desires to shut off water, gas, electricity, or any other utility, service or Building Systems in connection with any Alterations or Repairs to its Section and that will affect another Section, the same shall not require the approval of the affected Master Unit Owner or Tower Board, as the case may be, provided that the Master Unit Owner or the Tower Board performing such alterations complies with the notice and other requirements set forth below in this paragraph. The Master Unit Owner or the Tower Board performing such Alterations or Repairs shall pay the attendant cost of a general shut down, such as relighting pilot lights after

gas shut downs, the reasonable cost of the affected Master Unit Owner's or Tower Board's (or Condominium) personnel or rebuilding flushometers after a water shutdown. All shutdowns will be limited to the shortest duration of time reasonably practicable. The Master Unit Owner or the Tower Board performing such Alterations or Repairs shall provide at least seventy-two (72) hours' notice to the affected Master Unit Owner or Tower Board before any requested or planned Building or utility service interruption. Each notice of such interruption must indicate the reasonably estimated downtime.

9.2 By Tower Board and Unsold Tower Unit Owners. Subject to the provisions of the Tower By-Laws and to the terms and conditions of Section 9.1 above: (a) the Tower Board shall have with respect to the decoration of, and Alterations and/or Repairs to the Tower Common Elements the same rights that a Master Unit Owner has under Section 9.1 above with respect to its Master Unit; and (b) each Unsold Tower Unit Owner (including Tower Sponsor) shall have with respect to its Unsold Tower Units and its applicable Section the same rights that a Master Unit Owner has under Section 9.1 above with respect to its Master Unit (or the component Units therein) and its Section.

9.3 Units Generally. Subject to this Declaration and the Condominium By-Laws and compliance with all applicable Laws, the Unit Owner(s) of one or more Tower Units with the consent of the Tower Board (if required by the Tower By-Laws) shall have such rights with respect to changing, combining and/or subdividing such Tower Unit(s) as are provided in the Tower By-Laws of which such Tower Unit(s) is/are a part, provided that such rights shall in no event exceed those rights of a Master Unit Owner hereunder or under the Condominium By-Laws.

9.4 Subdivisions and Combinations of Units.

9.4.1 By Master Unit Owners. Notwithstanding anything to the contrary set forth in this Article 9, in the event that a Master Unit Owner subdivides its Master Unit (and/or subsequently combines any Units or portions resulting therefrom), such Master Unit Owner shall have the right to amend the Declaration and Condominium By-Laws in order to effectuate such subdivision (or combination, as the case may be) without first obtaining the consent of the Condominium Board or the other Master Unit Owners or the Tower Board, as applicable, provided that the amendment does not materially adversely affect the other Master Unit Owners, or the Tower Board or the General Common Elements, and a copy of the proposed amendment is given to the Condominium Board and the other Master Unit Owners or the Tower Board, as applicable, at least five (5) Business Days prior to the date on which such Amendment will be presented for recording.

9.4.2 By Tower Sponsor. Notwithstanding anything to the contrary set forth in this Article 9, in the event that Tower Sponsor subdivides one or more of its Unsold Tower Units (and/or subsequently combines any Units or portions resulting therefrom), Tower Sponsor shall have the right to amend the Declaration and Condominium By-Laws in order to effectuate such subdivision (or combination, as the case may be) without first obtaining the consent of the Condominium Board, the Master Unit Owners of the Base Units or the Tower or Sub-Board, as applicable, provided that the amendment does not materially adversely affect the

Master Unit Owners of the Base Units, the Base Units or the General Common Elements and a copy of the proposed amendment is given to the Condominium Board, the Master Unit Owners of the Base Units and any Tower or Sub-Board, as applicable, at least five (5) Business Days prior to the date on which such Amendment will be presented for recording.

9.5 Certification Regarding Common Interest Reallocation. Notwithstanding the other provisions of this Article 9, no reapportionment of the Common Interest appurtenant to any Unit shall be made unless there is first delivered to the Condominium Board (and the Tower Board, if applicable) a written certification stating, in each case with respect to the Unit(s) in question that the Common Interests of the affected Unit(s), immediately after such reapportionment, are consistent with the terms of this Declaration and in compliance with the terms of Section 339-i(1)(iv) of the Condominium Act. The certification referred to herein shall be delivered by the managing agent of the Building or of the applicable Section, or by any other person reasonably acceptable to the Condominium Board.

9.6 Storefronts. Notwithstanding anything to the contrary contained in this Article 9, the 482 Commercial Unit Owner shall have the right to alter and modify the exterior first floor storefront of the 482 Commercial Unit and the 11 Commercial Unit Owner shall have the right to alter and modify the exterior first floor storefront of the 11 Commercial Unit, provided that such modifications in all events (1) are in compliance with Law, this Declaration and the By-Laws; (2) do not adversely affect the structural integrity of the Building or unreasonably interfere with the operation of any other Unit; (3) conform to the character of the neighborhood and are in accordance with the Building Standard; and (4) are consistent with the character and the then existing design of the remainder of the Building.

9.7 Notwithstanding anything to the contrary in the By-Laws, except to the extent prohibited by, or to the extent that the same will cause the Property or any portion thereof not to comply with, any applicable Laws, Sponsor or its designee shall have the right, at any time and from time to time, without the vote or consent of any Board, any Unit Owner or the Mortgage Representatives, if any, or other Person, to: (i) make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon any Unsold Tower Unit and/or the Common Elements; (ii) change, from time to time, the layout of, or number of rooms in, any Unsold Tower Unit and/or the Common Elements; (iii) change the size and/or number of Unsold Tower Units and/or the Common Elements by subdividing one or more such Tower Units into two or more separate Tower Units, combining separate Unsold Tower Units (including those resulting from a subdivision or combination or otherwise) into one or more Tower Units, converting an Unsold Tower Unit or any portion thereof to a Common Element, altering any boundary walls between any Unsold Tower Units, and/or incorporating within any Unsold Tower Unit the use of any portion of the Common Elements adjacent thereto (but only to the extent that such Common Elements are not required by Legal Requirements to be maintained as Common Elements based upon such alterations); (iv) whether in respect of subdivisions or combinations of the Unsold Tower Units or otherwise, designate all or any part of an Unsold Unit or a Common Element as part of a newly created or expanded Unsold Tower Unit or Common Element; (v) if appropriate, reapportion among the Unsold Tower Units affected by such change, their Common Interests, provided, however, that after the recording of the Declaration, no change in any Tower Unit's

Common Interest will be made without obtaining the prior consent of all Tower Unit Owners affected by such change; (vi) change the permitted use of some or all of the Unsold Tower Units; and (vii) amend (and/or cause the Board to amend) the Declaration, By-Laws and/or the Floor Plans, and to execute and file any other documentation, to reflect any of the foregoing provided, however, that: (a) such changes are in compliance with Section 339 of the New York Condominium Act; (b) the Common Interest of any other Units (other than the Unsold Tower Units (or other Units owned by such person) shall not be changed by reason thereof unless the owners of such other Units shall consent thereto; and (c) Sponsor or such other owner of an Unsold Tower Unit, as the case may be, shall comply with all Laws of all governmental authorities having jurisdiction and shall agree to defend and hold the Board and all other Unit Owners harmless from any liability arising therefrom. Sponsor or its designee shall have the right, without the consent of the Board, any Unit Owner or other Person to amend (and/or cause the Board to amend) the Declaration, the By-Laws and the Floor Plans and any other documentation to reflect the foregoing changes.

9.8 Subject to this Declaration and the By-Laws, the Unit Owner(s) of one or more Units (other than Unsold Tower Units), with the express written consent of the Tower or other sub Board, which consent may be granted or withheld for any reason in such Board's sole discretion, any other Unit Owner may be given, with respect to its Unit(s), the same rights and be subject to the same limitations and conditions as are set forth in this Article with respect to Unsold Tower Units, including, without limitation, the right to change, combine, subdivide and/or otherwise reconfigure two (2) or more adjacent Units owned by such Unit Owner.

9.9 The provisions of Article 9 of this Declaration may not be added to, amended, modified or deleted without the prior written consent of Sponsor or any other owner of an Unsold Tower Unit if it will have an adverse effect on an Unsold Tower Unit. Wherever the consent, approval or satisfaction of Sponsor (as the owner of any Unsold Tower Unit(s)) or the owner of any Unsold Tower Unit(s) is required under this Declaration or the By-Laws, such consent, approval or satisfaction of such party shall not be required when such party no longer owns any Unsold Tower Units.

9.10 Notwithstanding the other provisions of this Article 9, no reapportionment of the interests in the Common Elements appurtenant to any Unit shall be made unless there is first delivered to the Board a written certification stating, in each case with respect to the Unit(s) in question that the percentage interests of the affected Unit(s) in the Common Elements, immediately after such reapportionment, are consistent with the terms of this Declaration and in compliance with the terms of Section 339-i(1) of the Condominium Act. The certification referred to herein shall be delivered: (a) in the case of any Unsold Tower Unit(s), at the election of Sponsor, by Sponsor, the managing agent of the Condominium or any other Person reasonably acceptable to the Board; and (b) in the case of any other Unit(s) by the managing agent of the Condominium or any other person reasonably acceptable to the Board.

9.11 Declarant or Sponsor with regard to the Tower Parking Section reserves the right to reconfigure, change, combine, relocate and/or modify the Tower Parking Spaces or any portion thereof, and the number and size of the Tower Parking Spaces by, among other things, reconfiguring the Parking Spaces. Sponsor expressly reserves the right to effect such

changes and to amend the Plan (as defined in the By-Laws) so as to reflect the same. Sponsor will obtain necessary permits and approvals required by the New York City Department of Buildings in connection with the foregoing work.

9.12 Declarant or Sponsor with regard to the Tower Storage Locker reserves the right to reconfigure, change, combine, relocate and/or modify the Tower Common Element space in which the Tower Storage Lockers are located (the "Storage Area"), and the number and size of the Tower Storage Lockers by, among other things, reconfiguring the Storage Area and, in connection therewith, re-designating in an amendment to the Declaration a portion of any Tower Common Element space (other than such Tower Common Element spaces which are a part of the amenities described herein, used for ingress or egress to the Building or otherwise similarly used at the time for Building operations), as part of a Tower Storage Locker. Sponsor expressly reserves the right to effect such changes and to amend the Plan so as to reflect the same. Sponsor will obtain necessary permits and approvals required by the New York City Department of Buildings in connection with the foregoing work.

ARTICLE 10
CHANGES IN THE BASE UNITS

10.1 General. Except to the extent prohibited by Law or as otherwise provided herein or in the Condominium By-Laws, each of the Base Unit Owners shall have the right, without the consent of any Board, Unit Owner, or other Person to: (a) mortgage or otherwise hypothecate its Unit; (b) decorate or make Alterations and/or Repairs in, to and upon its Unit (provided, however, that such Unit Owner, if other than Sponsor or its designee, must obtain the prior consent of (i) the Condominium Board, not to be unreasonably withheld, to any Alterations and/or Repairs to its Base Unit which in the course of performance or upon completion would adversely affect (to more than a de minimis extent) the structure, the General Common Elements or mechanical, electrical or plumbing elements or systems of the Building, violate the Signage Guidelines (as hereinafter defined), or affect another Base Unit or the Tower Section or its appurtenant Common Elements or which would increase insurance premiums or maintenance costs for any other Unit or Common Element or cause any other Building to be non-compliant with applicable Law; (ii) the affected Base Unit Owner, not to be unreasonably withheld, to any Alterations and/or Repairs which would adversely affect (to more than a de minimis extent) such Base Unit or the Tower Section or its exclusive appurtenant Common Elements, and (iii) the Tower Board, not to be unreasonably withheld, to any Alterations and/or Repairs which would adversely affect (to more than a de minimis extent) any Tower Unit or the Tower Common Elements or Tower Limited Common Elements); (c) change the layout of, or number of rooms in, its Base Unit from time to time; (d) change the size of its Base Unit by subdividing the same into any desired number of condominium units or by combining any units resulting from each such subdivision, altering the boundary between the Base Units or the Tower Section (with the consent of the affected Base Unit or the Tower Unit Owner(s) thereof); (e) designate a Base Unit as part of a newly created or expanded condominium unit or designate all or part of a Base Unit as a newly created or expanded common element appurtenant to its Base Unit; and (f) if appropriate, reapportion among the Units or newly created Units affected by such changes pursuant to the preceding clauses (c), (d) and (e) their percentage interests in the Common Elements; provided, however, that: (i) such changes are in compliance with Section 339 of the

New York Condominium Act; (ii) the Common Interest of any other Units (other than the Base Unit(s) owned by such Person) shall not be changed by reason thereof unless the owners of such other Units shall consent thereto; (iii) each Base Unit Owner, or the Tower Section, or its designee, shall send notice of any Alterations and/or Repairs to each of the Boards and any other affected Unit Owner, whether or not consent of any of the foregoing is required for such Alterations or Repairs; and (iv) the Base Unit Owner(s) in question shall comply with all Laws and the applicable terms of the Condominium By-Laws, and shall agree to defend and hold each Board and all other Unit Owners harmless from any liability arising therefrom. The Base Unit Owners shall each have the right with regard to its Unit, without the consent of any Board, Unit Owner or other Person to amend (and/or cause the Condominium Board to amend) the Declaration, the Condominium By-Laws and the Floor Plans, as applicable, and any other documentation to reflect the foregoing changes; and the Condominium Board shall upon request by the applicable Base Unit Owner, at the sole cost and expense of the applicable Base Unit Owner, reasonably cooperate as needed to effect the same. If any of the Base Units are subdivided or combined, the Unit Owner of each Unit resulting from a subdivision or combination will generally have all of the rights (without the consent of any Board, Unit Owner or other Person) set forth above in this Section 10.1, described as pertaining to the Unit Owner of the original Base Unit or Units in question, subject to the provisions of the Condominium By-Laws with respect thereto. Notwithstanding anything to the contrary contained in this Section 11.1 or elsewhere in the Declaration, the Rental Units shall not be subdivided for the first three years after the date that this Declaration shall have been recorded with the New York City Register's Office for King's County (the "City Register's Office").

10.2 Certification Regarding Common Interest Reallocation. Notwithstanding the other provisions of this Article 10, no reapportionment of the interests in the Common Elements appurtenant to any Base Unit(s) shall be made unless there is first delivered to the Condominium Board a written certification stating, in each case with respect to the Unit(s) in question, that the percentage interests of the affected Unit(s) in the Common Elements, immediately after such reapportionment, are consistent with the terms of this Declaration and in compliance with the terms of Section 339-i(l) of the Condominium Act. The certification referred to herein shall be executed and delivered by all of the affected Base Unit Owners or any other Person reasonably acceptable to the Condominium Board.

10.3 The owners of the Non-Tower Units shall have the right to create additional Non-Tower Units consisting of portions of such Non-Tower Unit, each of which may have the rights and easements of the Non-Tower Unit. If such additional Non-Tower Units are created, the percentage interest in the Common Elements allocated to such Non-Tower Unit, together with all such additional Non-Tower Units, and the percentage interests of all other Units, will remain unchanged. Any obligations and rights of the landlord under any such lease or any other similar lease hereafter entered into by such Non-Tower Unit Owner(s) shall be the obligations and rights, respectively, solely of such Non-Tower Unit Owner(s) and not of the Condominium or any other Unit Owner. The Tower Unit Owners will not have any interest in the rents, profits or revenues from the rental, use or sale of any such space pursuant to the aforementioned easements and rights.

10.4 The Non-Tower Unit Owner shall have the right with regard to its Unit to

amend the Declaration in order to reflect changes as set forth above in paragraph 10.2, or to cause the Board to do so. If the Non-Tower Unit is subdivided (or if any units resulting from such subdivision are thereafter combined), the owner of each Unit resulting from a subdivision or combination will generally have all of the rights (without the consent of the Board or other Unit Owners) set forth above in paragraph 10.2, described as pertaining to the Unit Owner of the original Non-Tower Unit in question.

ARTICLE 11
CONDOMINIUM GOVERNANCE

11.1 The affairs of the Condominium and the Tower Section shall be governed and controlled by a Condominium Board and/or the Tower Board, as described in the By-Laws. When in this Declaration or in the By-Laws an action is to be undertaken, or is authorized to be done by the Condominium, it shall mean the Condominium acting through its Condominium Board or the Tower Board, if it is exclusively a Tower issue, or, unless the text clearly requires another interpretation (i.e., through a vote of the Unit Owners). When the Condominium Board is authorized or obligated to act, it shall be acting on behalf of all Unit Owners in the Condominium.

11.2 Notwithstanding anything to the contrary in the Condominium Documents, and to the extent permitted under applicable Law, it is the intention of the Condominium Documents that while one party owns all the Units in the Condominium (either beneficially or in fee), or owns some of the Units in the Condominium (either beneficially or in fee) and controls the Owner of the remaining Unit(s) in the Condominium, such party shall operate the Property as if the Property were not subject to a condominium regime. During the period these circumstances apply, it is the intention of the Condominium Documents that such party shall be deemed to be the Condominium Board for purposes of operating the Condominium to the extent and whenever applicable Law requires that there be a Condominium Board established to operate the Condominium, but that formal procedures for meetings and decision-making by and among Unit Owners and Board Members set forth in the By-Laws shall not be required. Notwithstanding the foregoing, each Unit is and shall remain a separate Unit for its own operational purposes, and each Unit Owner shall have all the economic and other rights and burdens of real property with respect to each Unit it owns. As such, a Unit Owner may and shall maintain separate accounting records, including, without limitation, separate profit and loss statements, for each Unit it owns.

11.3 No individual Tower Unit Owner may commence a lawsuit against any Non-Tower Unit Owner for any violation of the Declaration or By-Laws; instead the Condominium Board or the Tower Board, as the case may be, may elect to bring such suit or claim on such Tower Unit Owner's behalf.

ARTICLE 12

PERSON TO RECEIVE SERVICE

The Secretary of State of the State of New York (hereinafter "Secretary of State")

is hereby designated to receive service of process at One Commerce Place, 99 Washington Avenue, Albany, New York 12231 in any action which may be brought against the Condominium, the Tower Section or the Non-Tower Section. The Secretary of State shall be directed to mail a copy of any process served to the President of the Condominium Board of Williamsburg Wharf Condominium, 480 Kent Avenue, Brooklyn, New York 11249.

ARTICLE 13

DETERMINATION OF COMMON INTERESTS

13.1 The Common Interest of each Unit has been determined, pursuant to Section 339-i(1)(iv) of the Condominium Act. In accordance with such method of calculation, the Common Interests have been determined based primarily upon a comparison of the floor areas of the Units, 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 the Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. The aggregate Common Interests of all of the Units equals 100%.

13.2 The percentage interest of each Tower Unit in the Tower Common Elements is apportioned in the same proportion that the Tower Unit bears to the Common Interests of all Tower Units.

ARTICLE 14

ENCROACHMENTS

If: (a) any portion of the Common Elements encroaches upon any Unit or upon any other Common Element; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (c) any encroachment shall hereafter occur as a result of: (i) settling or shifting of the Building; (ii) any Alteration or Repair made to the Common Elements in accordance with the applicable terms of this Declaration, the Condominium By-Laws and/or the applicable Tower By-Laws by, or with the consent (when required by the applicable Condominium Documents), of the Condominium Board, the Tower Board or a Master Unit Owner; or (iii) any Alteration or Repair made in compliance with the Condominium Documents of the Building (or any portion thereof) or of any Unit or Common Element after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same as long as the Building shall stand (or during any period in which it is being rebuilt or restored, in accordance with the Condominium By-Laws, following any such fire or other casualty, taking or eminent domain proceeding); provided that in the case of any such encroachment described in subparagraph (c)(ii) or (iii) above, such encroachment does not unreasonably interfere with the use of any of the Units for their permitted purposes and/or the use of the Common Elements for their intended purposes.

ARTICLE 15

FACILITIES AND ALL OTHER COMMON ELEMENTS

Except as otherwise expressly set forth in this Declaration or the Condominium By-Laws or in the Tower By-Laws: (i) each Unit Owner will have, in common with all other Unit Owners and each Unit will be subject to, an easement for the use of the General Common Elements located anywhere on the Property without hindering the exercise of or encroaching upon the rights of the other Unit Owners in respect of such easement, including, but not limited to, such easement as will be necessary to maintain, such Unit Owner's Unit; (ii) each Tower Unit Owner will have, in common with all other Tower Unit Owners, an easement for the use of the Tower Common Elements and any facilities located therein, including, but not limited to, such easement as will be necessary to operate and maintain, as necessary, such Tower Unit Owner's Unit, and the Tower Board, on behalf of all Tower Unit Owners, shall have an easement to maintain, and to make Repairs and Alterations to, the Tower Common Elements. Each Unit and the Common Elements shall be subject to an easement in favor of the Condominium Board, on behalf of all Unit Owners, to use, operate, maintain, Repair, Alter and rebuild all Common Elements located in such Unit or elsewhere on the Property. In addition, the Condominium Board, any Sub-Boards and the Tower Board shall each have the right to erect scaffolding and other site safety equipment (including, but not limited to netting or sidewalk bridges) on or upon any of the terraces (except that only the Tower Board shall have the right to erect the same on the Tower Section terraces) or over the sidewalks around the Property for a temporary period of time in connection with maintenance and repairs of the Building and its Common Elements; provided, however, that for (1) any scaffolding or other site safety equipment affecting the Tower Section or any terrace as to which the Tower Board has an exclusive easement, the following conditions shall apply: (x) the Tower Board shall be given no less than ten (10) days' notice and an opportunity to provide input and impose reasonable restrictions as to the timing and manner of such installations; (y) such installations shall be scheduled and erected in compliance with Laws; and (z) the party erecting such scaffolding or other site safety equipment shall use reasonable efforts to schedule and erect the same in a manner (taking into account the seasonability of the work) so as to minimize the impact and duration of the installations on the Tower Section; and (2) any scaffolding or other site safety equipment erected on or upon the terrace which is a part of the Base Section or the sidewalk immediately adjacent to the Base Section, the following conditions shall apply: (x) the Base Unit Owner or its Base Board, if applicable, shall be given no less than ten (10) days' notice and an opportunity to provide input and impose reasonable restrictions as to the timing and manner of such installations; (y) such installations shall be erected in compliance with Laws; and (z) the party erecting such scaffolding or other site safety equipment shall use reasonable efforts to schedule and erect the same in a manner (taking into account the seasonability of the work) so as to minimize the impact and duration of the installations on the Base Section. Notwithstanding the foregoing and provided that the Condominium Board otherwise complies with the provisions set forth in this Article 16, the Tower Board shall have the authority, in its sole and absolute discretion, to grant to the Condominium Board, the right to erect scaffolding on the terraces appurtenant to the Tower Section without the consent of any individual Tower Unit Owners.

ARTICLE 16

EASEMENTS; RIGHTS OF ACCESS

16.1 Operation and Maintenance of Common Elements. Each Base Unit Owner and the Tower Board shall have, in common with all other Unit Owners, and each Unit shall be subject to, an easement: (a) to install, operate, maintain, Repair, Alter and rebuild the Common Elements located in, over, under, through or upon any Unit, or any other Common Elements or elsewhere on the Property; and (b) to maintain any encroachment on any Unit, the General Common Elements or any Limited Common Element resulting from the Repair, Alteration or rebuilding of the Units or the Common Elements; provided that access to any Unit or the Common Elements in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Units or with the use of the other Units for their permitted purposes or the Common Elements for their intended purposes (and, at the option of a Sub-Board or the Tower Board, such easement shall be exercised by it on behalf of any or all Unit Owners within its applicable Section). Such entry shall be permitted on not less than one day's notice, except that no notice will be necessary in the case of an Emergency.

16.2 Terraces. All Unit Owners shall jointly have an easement for the shared use of the General Common Elements, which use shall be subject to the terms and conditions of this Declaration and the Condominium By-Laws. Each Tower Unit Owner with a Terrace exclusively appurtenant to their Unit shall have an easement for the exclusive use (subject to the terms and conditions of this Declaration, the Condominium By-Laws and the Tower By-Laws) of such Terrace. All Tower Unit Owners shall jointly have an easement for the shared exclusive use of a Terrace within the Tower Section as shown on the Floor Plans (except for those portions thereof which are shown on the Floor Plans as a Terrace appurtenant to a particular Tower Unit) as a recreation area (or other use permitted by the Tower Board, subject to compliance with Law), which use shall be subject to the terms and conditions of this Declaration, the Condominium By-Laws and the Tower By-Laws, including such rules and regulations with respect thereto as may be adopted by the Tower Board from time to time. Subject to the foregoing, in no instance shall any Terrace be used in such a manner as will unreasonably interfere with the normal conduct of business of the tenants and occupants of the Units or with the use of the other Units for their permitted purposes or the Common Elements for their intended purposes. Each Terrace (and the Unit or Section to which such terrace is appurtenant) and the courtyards shall be subject to the specific easement(s) (with respect to Repairs, maintenance, Emergencies, etc.) in favor of Declarant, the Condominium Board and/or the Tower Board as set forth herein.

16.3 Ingress and Egress. Each Unit Owner shall have, to the extent reasonably necessary, in common with all other Unit Owners, an easement for ingress to and egress from its Unit and its appurtenant (shared or exclusive) Limited Common Elements. Each Unit, General Common Element and Limited Common Element shall be subject to such easement.

16.4 Subjacency, Support and Necessity. Each Unit and the Common Elements shall have easements of subjacency, support and necessity, and the same shall be subject to such

easements in favor of all the other Units and the Common Elements.

16.5 Parking License Easement. Tower Unit Owners who purchase Tower Parking Licenses shall have an easement across the Parking Units to access and use the Tower Parking Spaces in the Tower Parking Section.

16.6 Reciprocal Parking Easement. All owners, guests and invitees of each Parking Unit shall have a reciprocal easement to pass through each of the other Parking Units to access such Parking Unit.

16.7 Shared Amenities. The Tower Unit Owners and the Rental Unit Owners and their respective tenants shall have easements over 11 Wharf Way, 478 Kent and 482 Kent solely as necessary for accessing and using the Shared Amenities as permitted by the Condominium.

16.8 Tower Amenity Roof Terrace. Tower Unit Owners shall have an easement over the portion of the roof of 482 Kent that is designated on the Floor Plans as "Tower Amenity Roof Terrace," which is for exclusive use of Tower Unit Owners, as depicted.

16.9 POA Declaration. The Units and the Common Elements are subject to the POA Declaration governing certain easements, covenants and restrictions with respect to the WPAA and PAA.

16.10 Adjacent Parcel - Parking. The Garage is anticipated to be interconnected with the parking garage located in the cellar of the building to be constructed on the Adjacent Parcel. Unit owners and/or tenants in the Adjacent Parcel that have a license or other right to park in the Adjacent Parcel shall have a perpetual and non-exclusive easement from the street through the Parking Units to access the parking garage in the cellar of the Adjacent Parcel.

16.11 Adjacent Parcel – Basketball Court. Residential unit owners and/or tenants in the building constructed on the Adjacent Parcel shall have an easement to access and use the basketball court located in the 11 Wharf Way Rental Unit.

16.12 Miscellaneous. Each Unit Owner (except as otherwise set forth below) grants an easement over its Unit and the Common Elements (including, without limitation, its appurtenant Limited Common Elements), and the Condominium Board, the Tower Board and each of the other Boards grants an easement over and through the General Common Elements and its Limited Common Elements, respectively: (a) to each Board, in common with each other Board, for the purpose of (and to the extent reasonably necessary for) maintaining, Repairing, Altering, preventing or minimizing damage to and causing to be in compliance with Laws and Insurance Requirements such granting Unit Owner's Unit, the Limited Common Elements, if any, appurtenant to its Unit and the Limited Common Elements of such Board; (b) to each Unit Owner, in common with each other Unit Owner, for the purpose of (but only in the absence of a commercially practicable alternative and only to the extent necessary for) maintaining, Repairing, Altering, preventing or minimizing damage to and causing to be in compliance with Laws and Insurance Requirements any portions of the granting Unit Owner's Unit and its

appurtenant Limited Common Elements; (c) to each Unit Owner, and to each Board, in common with each other, for the purpose of (but only in the absence of a commercially practicable alternative and only to the extent necessary for) installing, allowing to remain (and using for their respective intended purposes), maintaining, Repairing, Altering, preventing or minimizing damage to and causing to be in compliance with Laws and Insurance Requirements any Common Elements or other facilities located in or only readily accessible through such granting Unit Owner's Unit or Limited Common Elements, if any, which serve other Units (including, without limitation, reading, maintaining or replacing utility meters relating to the Common Elements, such Unit or any other Unit in the Building); (d) to each Board (only to the extent permitted under the other provisions of the Condominium Documents), in common with each other, for the purpose of (and to the extent reasonably necessary for) preventing or minimizing damage to such Unit or to any other portion of the Property; (e) to each Board (in each case, only to the extent permitted under the other provisions of the Condominium Documents), in common with each other, for the purpose of (and only to the extent reasonably necessary for) making inspections of, or removing violations noted or issued by any Governmental Authority against, the Common Elements or any other part of the Property; and/or (f) to each Unit Owner and to each Board (in each case, only to the extent permitted under the other provisions of the Condominium Documents), in common with each other, for the purpose of (and only to the extent reasonably necessary for) curing defaults hereunder or under the Condominium By-Laws or any applicable Tower By-Laws or correcting any conditions originating in such Unit Owner's Unit or Limited Common Elements and threatening the health, safety and welfare of the occupants of, or the property located within, another Unit or all or any part of the Common Elements.

16.13 Utilities. The Condominium Board, with respect to the General Common Elements, each Base Unit Owner with respect to its Base Unit, each Master Unit Owner with respect to its Master Unit and the Tower Board with respect to the Tower Section, shall each have the right to grant such additional electric, gas, steam or other utility easements or relocate any existing utility easements in its respective portion of the Property as it shall deem necessary or desirable for the proper operation and maintenance of such respective portion of the Property or for the general health or welfare of the owners, tenants and occupants of the applicable Common Elements, Units, or Section, as the case may be, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the normal conduct of business of the tenants and occupants of the Units or with the use of any of the other Units or Common Elements for their permitted or intended purposes. Any utility company and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easement, provided such right of access shall be exercised in such a manner as shall not unreasonably interfere with the normal conduct of business of the tenants and occupants of the other Units or with the use of any of the other Units for their permitted purposes or Common Elements for their intended purposes.

16.14 Sidewalks. Each Rental Unit Owner and the Tower Board, subject to applicable law, shall have the right to place movable signage and one or more planters on the sidewalks immediately in front of its entrance to its Building, respectively. Additionally, the owner of each Commercial Units shall, subject to applicable law, have the right to maintain a sidewalk cafe on the sidewalks immediately adjacent to its Commercial Unit, provided the same does not interfere with the entrances to any other Units, and provided further that, in addition to

its obligations with respect to maintaining the sidewalks, the Commercial Unit Owner(s) shall be responsible for daily cleaning and ordinary maintenance and repairs to such portions of the sidewalks in order to maintain the same at all times in a first class condition. For avoidance of doubt, the Condominium Board shall be responsible for snow removal from the sidewalks surrounding the Property and the cost of the same shall be a General Common Expense.

16.15 Contractors and Agents. Each easement and other right granted under this Article 16 shall be deemed to permit the benefited party's/ies' contractors, subcontractors, agents, representatives, occupants, employees and other designees (and, in the case of a grant to the Condominium Board or the Tower Board, such Board's managing agent) to use such easement or other right, as applicable, if such Master Unit Owner, Tower Sponsor or Tower Board, as applicable, so elects. The foregoing shall not be deemed however to permit the use of the amenity areas by non-occupants of the Building (other than permitted guests of the Building occupants, subject to rules, regulations and other conditions imposed by the Condominium Board).

16.16 Terminology. Any grant of an easement "on," "over," "across" or "through" a given area shall be deemed to mean "on, over, across, through, and upon" such area, unless the context otherwise requires.

16.17 Roof Telecom Installations. Declarant and/or its designee (and its respective successors and assigns) shall have an easement for so long as the Condominium shall remain in existence: (i) to erect, use, lease, license, maintain, repair, replace, and operate a platform and other facilities for the purpose of erecting, using, leasing, licensing, maintaining, repairing, replacing and operating antennae, satellite dishes and other communications equipment on the roofs of the Building that are not occupied as of the date hereof for any other Building installations; (ii) to erect, use, lease, maintain, repair, replace and operate related electronic and other communications equipment and related facilities in any portion of any mechanical equipment room or vertical shaft that is not occupied as of the date hereof by any other Building installations, and the right to erect partitions separating such portion from the balance of such equipment room; and (iii) in connection therewith, to use spare electrical power from nearby electrical panels, provided Declarant installs appropriate sub-meters and has sole responsibility for the cost of any applicable use charges; in each case, without the consent of, or charge by any Board, Unit Owner or other Person; provided, however, that Declarant (or its designee) shall give prior notice to the Boards of the type and location of any such equipment before installation. Any obligations of Declarant under any lease, license or other right of use granted by Declarant with respect to the roof or the aforesaid mechanical equipment room or shaft shall be the obligation solely of Declarant and not of the Condominium and any rights of Declarant, including, without limitation, the right to receive rent or other consideration for such lease, license or other right of use, shall be the right solely of Declarant and not of the Condominium. In connection with such easements and related rights, Declarant and its designee (and their respective successors and assigns) and the respective tenants and licensees shall each have, to the extent necessary or advisable for such erection, use, lease, maintenance, repair, replacement and operation, an easement in common with all Unit Owners for ingress, egress and the use of any Common Elements. The Units and the Common Elements shall each be subject to such easement. The word "facilities" as used in this Section shall be deemed to include fiber

optic cable and other communications lines, wires, cables and conduits.

16.18 Until such time as no Unsold Tower Units are remaining in the Condominium, Sponsor and/or its designee (and their respective successors and assigns) shall have an easement: (i) to erect, use, lease, license, maintain, repair, replace and operate a structure, platform or other installation for any purpose permitted by legal requirements, including without limitation, for the purpose of erecting, using, leasing, licensing, maintaining, repairing, replacing and operating antennae, satellite dishes and other communications equipment, on any part of the roof of the Building that was not expressly designated under the Plan (and actually used) for the exclusive or common use of one or more Tower Unit Owners, or for the location of any other Building equipment; and (ii) to erect, use, lease, maintain, repair, replace and operate related electronic and other communications equipment in any portion of any mechanical equipment room that was not expressly designated under the Plan (and actually used) for the exclusive or common use of one or more Tower Unit Owners, or for the location of any other Building equipment, and the right to erect partitions separating such portion from the balance of such equipment room; in each case, without the consent of, or charge by, the Tower Board or any other Unit Owners; provided, however, that Sponsor (or its designee) shall give prior notice to the Tower Board of the type and location of any such equipment before installation. Any obligations of Sponsor and/or its designee under any lease, license or other right of use granted by Sponsor and/or its designee with respect to the roof or the aforesaid mechanical equipment room shall be the obligation solely of the owner of Sponsor and/or its designee and not of the Condominium and any rights of Sponsor and/or its designee, including, without limitation, the right to receive rent or other consideration for such lease, license or other right of use, shall be the right solely of Sponsor and/or its designee and not of the Condominium. In connection with such easements and related rights, Sponsor and/or its designee (and their respective successors and assigns) and the respective tenants and licensees shall each have, to the extent necessary or useful for such erection, use, lease, maintenance, repair, replacement and operation, an easement in common with all Unit Owners for ingress, egress and the use of any Common Elements. The Units shall each be subject to such easement. The word equipment as used in this Section shall be deemed to include fiber optic cable and other communications lines, wires, cables and conduits, as well as any other ancillary equipment, based upon all current and future technologies.

16.19 Perpetual and Irrevocable. Except as may otherwise be set forth in this Declaration, any easement created or granted hereunder shall be perpetual and irrevocable for so long as the Condominium shall remain in existence.

16.20 Signage Easement.

16.20.1 Unless required by Law (or as otherwise expressly provided herein), no Unit Owner or Board, shall, without the prior written consent of all Base Unit Owners, Master Unit Owners and the Tower Board, as applicable, place, erect or install any signs, canopies, flags, flagpoles, notices, advertisements, illustrations, art work, posters, logos, banners, lighting, lighting elements or awnings or other protrusions, devices or decorative elements (collectively, "Signage") on the exterior of the Property (including, without limitation, both the interior and exterior surfaces of windows and doors).

16.20.2 Notwithstanding Section 16.20.1: (a) Tower Sponsor and the Tower Board shall have the right and an easement to place, erect, install, maintain, Repair and Alter, from time to time, customary (in accordance with the Building Standard), identifying, address, wayfinding, and instructional Signage in or about the Tower Section and on and about any entrance areas of the Tower Section; (b) Tower Sponsor shall have the right and an easement to place, erect, install, and maintain a plaque identifying Tower Sponsor or its affiliate or successor in interest as "developer/sponsor" of the Tower Section, and Signage in, on, about or above the entrance areas of, and throughout the lobby and public areas of, the Tower Section relating to sales of Tower Units; and (c) (i) for so long as The Naftali Group is the owner of a Tower Unit or a Base Unit, the Declarant shall have the right and an easement to place, erect, install, maintain, Repair and Alter, from time to time, customary (in accordance with the Building Standard), identifying, address, wayfinding and instructional Signage, and a plaque identifying The Naftali Group as "developer/sponsor" of the Base Section, and Signage relating to the rental of apartments or Subdivided Base Units in, on, or about the entrance areas of, and throughout the lobby and public areas of, the Base Section; and (ii) the Base Unit Owner shall have the right and an easement to place, erect, install, maintain, Repair and Alter, from time to time, customary (in accordance with the Building Standard), signs in and on the storefronts of the initial commercial portions of the Base Units, provided such Signage relates to the use and operation of such initial commercial portions of such Base Unit by a tenant of such commercial portion(s), provided further that if such Signage is within fifteen linear feet of the lobby of the Tower Section, such Signage shall be subject to the prior reasonable approval of Tower Sponsor and the Tower Board, which approval shall be given so long as such Signage is in accordance with the Building Standard and is commercially reasonable.

16.20.3 Each Base Unit Owner and Sponsor shall have the right and an easement to place, erect, install, maintain, Repair and Alter, from time to time, temporary Signage in the storefront of the Commercial Units;

16.20.4 Notwithstanding anything to the contrary contained in the Condominium Documents, the Base Unit Owners shall not place, erect, install or maintain any Signage above any entrance to the Tower Section or above the area that is located within fifteen linear feet of any entrance to the Tower Section.

16.21 Right of Access for Operation, Emergency Repairs, Damage Prevention. Each Unit Owner hereby grants to each other Unit Owner an irrevocable right of access, to be exercised: (i) in the case of any grantee Unit Owner, by the Base Unit Owner or the managing agent therefor; (ii) in the case any Tower Unit Owner grantee, by the Tower Board or the managing agent therefor, to the granting Unit Owner's Unit, its appurtenant Limited Common Elements and any General Common Elements which such Unit Owner (either by itself or jointly with some (but not all) of the other Unit Owner(s)) has the exclusive right to use pursuant to an easement granted under this Article of the Declaration, from time to time to the extent necessary for the operation of the Property, or for making Emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.

16.22 Initial Work. The Condominium Board, the Tower Board and each Unit Owner grants a right of access over, as applicable, the General Common Elements, its Unit and

its appurtenant Limited Common Elements to Declarant and Tower Sponsor (with respect to the Tower Section) and the Base Unit Owner (with respect to the Base Section) as shall be necessary in each case for the purpose of performing and completing until completion such grantee party's initial construction and fit-out of its applicable portion of the Building, and obtaining a temporary and final certificate of occupancy for its respective Section (and, with respect to the Tower Sponsor, as necessary in order to exercise its rights and perform its obligations under an offering plan for all or any portion of the Tower Section). Following any material occupancy of a particular grantor's Common Elements or Unit Owner's Unit (or applicable Limited Common Elements), the exercise by any Person of the rights of access provided in this Section with respect to such portion(s) of the Property shall be subject to the Access Conduct Standards (defined below).

16.23 Access Conduct Standards. Any easement or right of access granted pursuant to any provisions of the Condominium Documents which expressly require compliance with the "Access Conduct Standards" shall be exercised:

(a) upon at least one (1) day's prior notice, which notice shall specify, in reasonable detail, the purpose and contemplated extent, location and duration of such exercise;

(b) to the extent reasonably possible, in such a manner as will not unreasonably interfere with: (i) the use and occupancy of the occupants and the use of the Tower Section or any portions thereof for its/their permitted purposes; (ii) the conduct of business of the occupants and the use of the Base Unit for its permitted purposes; and (iii) the use of any Common Elements for their intended purposes;

(c) subject to the requirement that the Person exercising such right of access or easement shall be liable for any and all physical damage caused thereby and shall indemnify and hold the affected Board(s), their managing agents, and the affected Unit Owner(s) and occupants (as the case may be) harmless from and against all costs resulting from, arising out of, or in any way connected to such exercise; and

(d) in compliance with the Condominium Documents (including, without limitation, the provisions hereof and thereof regarding the removal of mechanics' liens and violations), all Laws (including, without limitation, those regarding the licensing of contractors) and all Insurance Requirements.

16.24 Emergencies. Notwithstanding anything to the contrary in Section 16.23 or any other requirement in the Condominium Documents with respect to compliance with Access Conduct Standards or otherwise, in the case of an Emergency, the right of access or easement in question shall require only such notice, if any, as may be practicable under the circumstances prior to exercising such right of access or easement, and the same may be exercised whether or not the Unit Owner or any other Occupant or Person is present. This Section 16.24 shall be deemed included within the Access Conduct Standards.

16.25 Each Unit Owner with respect to its Unit (and a Responsible Owner with respect to the General Common Elements that it is responsible for) shall have the right to

establish, grant and create such additional electric, gas, steam, cable television, telephone, telecommunication, water, storm drainage, sewer or other utility easements or relocate any existing utility, sewer and drainage easements in any portion of its Unit (or in the case of a Responsible Owner, the General Common Elements it is responsible for) as such Unit Owner shall deem necessary or desirable for the proper operation and maintenance of its Unit (and the General Common Elements it is responsible for), or any portion thereof, provided that such additional utilities or the relocation of existing utilities, sewer and drainage will not prevent or unreasonably interfere with the normal conduct of business of the other Unit Owners and Occupants of the other Units for their permitted purposes or adversely affect the value of such other Units.

16.26 Sidewalks shall generally be used for purposes of ingress and egress to and from the Buildings, provided however, that each Unit Owner shall have an easement to use the sidewalks appurtenant to its Unit for any purposes permitted by Law, provided that each such Unit Owner shall maintain those portions of the sidewalk appurtenant to its Unit as if it were a Unit (e.g., must be maintained in a first class standard) and such use shall be subject to the provisions of the Declaration and By-Laws.

16.27 Each easement and other right granted under this Article 16 shall be deemed to permit the Unit Owner's contractors, subcontractors, agents, representatives, Occupants, employees and other designees (and, in the case of a grant to the Board, the managing agent), to use such easement or other right, as applicable, if such Unit Owner so elects.

16.28 All easements and rights of access described in this Article 16 shall be exercised by the party or parties entitled to exercise such easements or rights of access (the "Exercising Party") in such a manner as will not unreasonably interfere with the normal conduct of business of the Unit Owners, tenants and Occupants of the Units or with the use of the Units for their permitted purposes, and each Unit Owner whose Unit is subject to the easements and rights of access described in this Article 16 shall be reimbursed for reasonable actual out-of-pocket costs (but not consequential damages) incurred by said Unit Owner (the "Impacted Owner") as a result of the exercise of the easements and rights of access hereunder, including, but not limited to, the cost of repairs to the Impacted Owner's Unit and security measures incurred by the Impacted Owner as a result of the exercise of the easement and right of access hereunder (the "Access Costs"). Any utility company or public benefit corporation furnishing services to the Property and their respective employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easement, provided such right of access shall be exercised in such a manner as shall not unreasonably interfere with the normal conduct of business of the Unit Owners and Occupants of the Units or with the use of any of the other Units for their permitted purposes. All entries into Units and/or Common Elements made pursuant to the easements granted in this Article 16 shall, except as expressly provided otherwise herein, be permitted on reasonable notice, but in no event less than five (5) Business Days' notice to the affected Unit Owner, and at the request of the affected Unit Owner, in the accompaniment of a representative of such Unit Owner, except that no notice will be necessary in the case of an Emergency, in which event, the Exercising Party shall give such notice (which may be verbal) as is practicable given the nature of the Emergency, provided however, that such Accessing Party shall be obligated to exercise reasonable care as is practical taking into

consideration the severity of the Emergency. The Exercising Party shall reimburse the Impacted Owner within thirty (30) days of demand therefor, for the Impacted Owner's Access Costs, which demand shall be accompanied by reasonable evidence of such Access Costs. In the event the Exercising Party fails to pay the Access Costs within said thirty (30) day period, the Impacted Owner shall be entitled to interest on the Access Costs at the Default Rate (as defined in the Definitions section set forth in Exhibit C), together with all rights at equity and at law. Access Costs shall be deemed to be part of the Common Expenses included in the Common Charges and the Board shall have a lien and such rights with respect thereto as are set forth in the By-Laws. To the extent the Board is responsible for any costs and expenses, including, without limitation, Access Costs, under this Article 16, such costs shall be allocated to the Unit Owners as a Common Expense. Notwithstanding the foregoing, if the exercise of the easements and rights of access described in this Section 16.28 is required in order to remove or cure a violation or to cure a default under this Declaration, the By-Laws or any rules and regulations adopted by the Board, or for the purpose of correcting any conditions originating in such Unit Owner's Unit and threatening another Unit or all or any part of the Common Elements, such Unit Owner shall be responsible for all costs and expenses in connection with such exercise and access and any work performed in connection therewith, all of which shall be Unit Owner Expenses and the Unit Owner shall not be entitled to reimbursement for Access Costs. An "Emergency" shall refer to a condition requiring repair or replacement immediately necessary for the preservation or safety of the Building or for the safety of Occupants of the Building, or other persons, or required to avoid the suspension of any necessary service in the Buildings.

16.29 Any dispute by and among any Unit Owners and/or the Board as to the nature, scope or interpretation of the easements contained in this Article 16 shall be resolved by Arbitration (pursuant to Article 14 of the By-Laws).

16.30 The user of any right or easement granted by this Article 16 hereby indemnifies and holds harmless the Unit Owner of the Unit subject to such right or easement or the Board, with respect to easements over the Common Elements, from and against any claims of third parties (and any expenses, damages, losses, costs and other liabilities arising therefrom), including claims for injury and personal property, arising from the use of the right or easement.

ARTICLE 17

POWER OF ATTORNEY TO THE BOARDS

17.1 From Tower Unit Owners. Each Tower Unit Owner shall grant to the persons who shall from time to time constitute:

(a) the Tower Board, an irrevocable power of attorney, coupled with an interest (in such form and with such content as the Tower Board shall determine) to: (i) acquire on behalf of all Tower Unit Owners' any Tower Unit, together with its appurtenant Common Interest: (A) in connection with the enforcement of the Tower Board's lien for unpaid Tower Common Charges, (B) whose Tower Unit Owner elects to surrender the same pursuant to the terms of the Tower By-Laws, (C) that becomes the subject of a foreclosure or, other similar sale, or (D) that is intended to be used as the residence of the resident manager of the Tower

Section; (ii) acquire or lease on behalf of all Tower Unit Owners any Tower Unit, together with its appurtenant Common Interest, whose Tower Unit Owner desires to sell, convey, transfer, assign or lease the same; (iii) after any such acquisition or leasing described herein, to manage, convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote the Common Interests appurtenant to) any such Tower Unit so acquired by them, or to sublease any such Tower Unit so leased by them without the necessity of further authorization by the Tower Unit Owners or any other Person, on such terms as the attorneys-in-fact may determine; and (iv) prepare, execute and administer Tower Parking Licenses and Tower Storage Locker Licenses, and assignments and assumptions thereof (subject to the rights of Sponsor set forth in the Condominium Documents); (v) execute, acknowledge and deliver and (if determined to be necessary or desirable by said attorneys-in-fact) cause to be recorded in the City Register's Office: (A) any declaration or other instrument affecting the Tower Section which the Tower Board deems necessary or appropriate to comply with any Laws applicable to the maintenance, demolition, construction, Alteration or Repair of the Building or Tower Section, or (B) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting only the Tower Section which the Tower Board, in its reasonable discretion, deems necessary or appropriate;

(b) the Condominium Board, an irrevocable power of attorney, coupled with an interest (in such form and content as the Condominium Board shall determine) to: (i) purchase or otherwise acquire in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, title to any Unit, together with its appurtenant Common Interest that becomes the subject of a foreclosure or other similar sale; on such terms, including, without limitation, price as said attorneys-in-fact shall deem proper; (ii) convey, sell, lease, mortgage, or otherwise deal with (but not to vote the Common Interest appurtenant to) any Unit so acquired or to sublease any Unit so leased by them, without the necessity of any authorization by the Unit Owners or any other Person, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in and to said Unit which the undersigned could do if personally present; and (iii) execute, acknowledge, deliver and (if determined to be necessary or desirable by said attorneys-in-fact) cause to be recorded in the City Register's Office: (A) any declaration or other instrument affecting the Condominium that the Condominium Board deems necessary or appropriate to comply with any Laws applicable to the maintenance, demolition, construction, Alteration or Repair of the Condominium; or (B) any consent, covenant, restriction, easement or declaration, or amendment thereto, affecting the Condominium or any of the Common Elements, that the Condominium Board deems necessary or appropriate, provided that in no event shall the Condominium Board execute, acknowledge and deliver any document pursuant to clause (iii)(B) of this sentence prior to the approval thereof by any Unit Owner(s) whose Unit is affected, unless such approval is expressly not required under any of the provisions hereof or of the Condominium By-Laws or Tower By-Laws; and

(c) Sponsor, an irrevocable power of attorney, coupled with an interest (in such form and content as Sponsor shall determine), even after no Unsold Tower Units remain, to: execute an amendment to any of the Condominium Documents or acquire any permits, applications or documents required to undertake, perform or complete work to the Unsold Tower Units or Common Elements or, if applicable, obtain an amended certificate of

occupancy therefor or for the Building or any portion thereof, or any of said documents when such amendment: (i) shall be required to reflect any changes in Unsold Tower Units and/or the reapportionment of the Common Interests of the aforesaid Units resulting therefrom made by Sponsor in accordance with this Declaration; or (ii) shall be required by: (1) a Permitted Mortgagee designated by Sponsor to make a mortgage loan secured by a mortgage on any Unit, (2) any governmental agency having regulatory jurisdiction over the Condominium, or (3) any title insurance company selected by Sponsor to insure title to any Unit.

17.2 From Base Unit Owners. Each Base Unit Owner shall grant to the persons who shall from time to time constitute the Condominium Board, an irrevocable power of attorney, coupled with an interest (in such form and content as the Condominium Board shall determine) to: (i) purchase or otherwise acquire in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, title to any Unit, together with its Appurtenant Interests: (A) in connection with the enforcement of the Condominium Board's lien for unpaid General Common Charges, if applicable, or (B) that becomes the subject of a foreclosure or other similar sale; on such terms, including, without limitation, price (with respect to clause (B) immediately above) as said attorneys-in-fact shall deem proper; and (ii) convey, sell, lease, mortgage, or otherwise deal with (but not to vote the Common Interest appurtenant to) any Unit so acquired or to sublease any Unit so leased by them, without the necessity of any authorization by the Unit Owners or any other Person, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in and to said Unit which the undersigned could do if personally present; (iii) execute, acknowledge, deliver and (if determined to be necessary or desirable by said attorneys-in-fact) cause to be recorded in the City Register's Office: (A) any declaration or other instrument affecting the Condominium that the Condominium Board deems necessary or appropriate to comply with any Laws applicable to the maintenance, demolition, construction, Alteration or Repair of the Condominium, or (B) any consent, covenant, restriction, easement or declaration, or amendment thereto, affecting the Condominium or any of the Common Elements, that the Condominium Board deems necessary or appropriate, provided that in no event shall the Condominium Board execute, acknowledge and deliver any document pursuant to clause (iii)(B) of this sentence prior to the approval thereof by any Unit Owner(s) whose Unit is affected, unless such approval is expressly not required under any of the provisions hereof or of the Condominium By-Laws.

17.3 To Declarant. Each Unit Owner shall grant and/or shall hereby be deemed to have granted to Declarant a power of attorney to amend this Declaration and to effectuate the rights granted to Declarant and to the owner of Unsold Tower Units under this Declaration, the Condominium By-Laws and the Offering Plan. The foregoing shall include, but not be limited to, a power of attorney in favor of Declarant to execute amendments to the Condominium Documents or acquire any permits, applications or documents required to undertake, perform or complete work to the Unsold Tower Units or Common Elements or, if applicable, obtain an amended certificate of occupancy therefor or for the Building or any portion thereof, or any of said documents when required (i) to reflect any changes in Unsold Tower Units and/or the reapportionment of the Common Interests of the aforesaid Units resulting therefrom made by Declarant in accordance with this Declaration; or (ii) by: (1) a Permitted Mortgagee designated by Declarant to make a mortgage loan secured by a mortgage on any Unsold Tower Unit, (2) any governmental agency having regulatory jurisdiction over the Condominium, or (3) any title

insurance company selected by Declarant to insure title to any Unsold Tower Unit; and a power of attorney in favor of Declarant and/or the owner of Unsold Tower Units to consent on behalf of each Unit Owner and Board and all mortgagees, as a party in interest, to any declaration effecting a merger or division of the zoning lot in which the Property is located, with any other tax lots to form a single zoning lot (the "Merger"), or any other agreement, including, without limitation, a zoning lot development agreement, easement agreement or license agreement, for the purpose of transferring to or from the owner of Unsold Tower Units, or its successors, designees or assigns, all or any portion of the Development Rights.

17.4 Each Unit Owner shall grant to Sponsor and its successors or assigns an irrevocable power of attorney, coupled with an interest with power of substitution in the name of its designee (corporate or otherwise), even after no Unsold Units remain, but subject in all respects to the provisions of the Condominium Documents then in effect, to execute an amendment to any of the Condominium Documents to effectuate the rights granted to Sponsor thereunder, or acquire any permits, applications or documents required to undertake, perform or complete work to the Unsold Units or Common Elements by Sponsor, or obtain a permanent certificate of occupancy or an amended certificate of occupancy for all or any portion of the Building, or any of said documents, even after no Unsold Units remain, when such amendment: (a) shall be required to reflect any changes in Unsold Units and/or the reapportionment of the Common Interests of the aforesaid Units resulting therefrom made by Sponsor in accordance with the Declaration; or (b) shall be required by: (1) a Permitted Mortgagee designated by Sponsor to make a mortgage loan secured by a mortgage on any Tower Unit, (2) any governmental agency having regulatory jurisdiction over the Condominium, or (3) any title insurance company selected by Sponsor to insure title to any Unsold Tower Unit.

17.5 Each Unit Owner shall grant to the Unsold Tower Unit Owner, and to the Unsold Tower Unit Owner's successors and/or assigns, a power of attorney to consent on behalf of each Unit Owner, as a party in interest, to any declaration or other agreement effecting a merger or division of the zoning lot in which the Property is located, with any other tax lots to form a single zoning lot for the purpose of utilizing or transferring to or from the Unsold Tower Unit Owner, or its successors and/or assigns, all or any portion of the Development Rights.

ARTICLE 18

ACQUISITIONS OF UNITS BY THE BOARDS

18.1 If: (a) any Tower Unit Owner surrenders its Unit to the Tower Board, together with its Appurtenant Interests pursuant to the provisions of Section 339-x of the New York Condominium Act; (b) the Tower Board, pursuant to Article 8 of the Tower By-Laws or otherwise, acquires or leases a Unit, together with its Appurtenant Interests (as hereinafter defined); or (c) the Tower Board purchases, at a foreclosure or other similar sale, a Unit, together with its Appurtenant Interests, then, in any such event, title to any such Unit, together with its Appurtenant Interests, shall be held by the Tower Board or its designee, on behalf of all Tower Unit Owners, in proportion to their respective interests in the Common Elements. The lease or sublease covering any Tower Unit leased or subleased by the Tower Board or its designee shall be held by the Tower Board or its designee, corporate or otherwise, on behalf of all Tower Unit

Owners in proportion to their respective Common Interests.

18.2 If: (a) any Base Unit Owner surrenders its Unit to the Condominium Board, together with its Appurtenant Interests pursuant to the provisions of Section 339-x of the New York Condominium Act; (b) the Condominium Board acquires or leases a Unit, together with its Appurtenant Interests; or (c) the Condominium Board purchases, at a foreclosure or other similar sale, a Unit, together with its Appurtenant Interests, then, in any such event, title to any such Unit, together with its Appurtenant Interests, shall be held by the Condominium Board or its designee, on behalf of the Unit Owners, in proportion to their respective interests in the Common Elements. The lease or sublease covering any Condominium Unit leased or subleased by the Condominium Board or its designee shall be held by the Condominium Board or its designee, corporate or otherwise, on behalf of the Condominium Unit Owners in proportion to their respective interests in the Common Elements.

18.3 As used in this Article 18, "Appurtenant Interests" means with respect to a Tower Unit or Non-Tower Unit: (i) the undivided interest in the Common Elements appurtenant thereto; (ii) the interest of the Unit Owner of such Unit in any other Units owned at the time in question by the Tower Board or Condominium Board, as applicable, or such Board's designee on behalf of all Tower Unit Owners or Unit Owners, as applicable, or in any other Units then owned by the Tower Board or its designee on behalf of all Tower Unit Owners or the Condominium Board or its designee on behalf of all Unit Owners, or in each case the proceeds of the sale or lease of any such Units theretofore acquired; and (iii) the interest of the Unit Owner of such Unit in any other assets of the Tower Board or Condominium Board, as applicable, or the Condominium.

ARTICLE 19

COVENANTS RUNNING WITH THE LAND

19.1 Applicability. All provisions of this Declaration, the Condominium By-Laws and the General Rules and Regulations (if any) (and in the case of a Tower Unit, the Tower By-Laws and Tower Rules and Regulations), as may be adopted and amended from time to time, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Unit Owners and all the occupants, and their heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the Condominium By-Laws and the General Rules and Regulations, if any, as they may be amended from time to time (and, with respect to the Tower Section, the Tower By-Laws and Tower Rules and Regulations, and with respect to any Base Section, the Sub-By-Laws and the Base Rules and Regulations).

19.2 Subordination; Non-Disturbance. Notwithstanding anything in Section 19.1 to the contrary, at the request of any Master Unit Owner (or Tower Sponsor) made from

time to time, the Condominium Board shall, at the sole cost and expense of the requesting Master Unit Owner (or Tower Sponsor), execute and deliver a non-disturbance agreement (in such form as may be reasonably proposed by the requesting Master Unit Owner (or Tower Sponsor) and reasonably acceptable to the representatives of the Condominium Board designated by the Tower Board), a "Non-Disturbance Agreement" to any bona fide third party tenant of such Master Unit Owner's Master Unit (or Tower Sponsor's Tower Units).

19.3 Deemed Acceptance of Condominium Documents. The acceptance of a deed or conveyance, or the succeeding to title to, the acquisition of any interest in, or the entering into a lease, sublease or license for, or the act of occupancy of, all or any portion of any Unit by any person shall constitute an agreement that the provisions of this Declaration, the Condominium By-Laws, the General Rules and Regulations (if any), (and in the case of a Tower Unit, the Tower By-Laws and Tower Rules and Regulations and in the case of a Subdivided Base Unit, the Sub-By-Laws and the Base Rules and Regulations), as any of the same may be adopted and amended from time to time, are accepted, ratified and will be complied with by such Unit Owner, tenant, or occupant or other party, 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 or Common Element, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease or license thereof.

19.4 Unenforceability. If any provision of this Declaration or the other Condominium Documents is invalid under, or would cause this Declaration and the other Condominium Documents to be insufficient to submit the Property to the provisions of, the New York Condominium Act, such provision shall be deemed deleted from this Declaration or the other Condominium Documents, as applicable, for the purpose of submitting the Property to the provisions of the New York Condominium Act but shall nevertheless be valid and binding upon and inure to the benefit of the Unit Owners and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable Law to the extent permitted under such applicable Law with the same force and effect as if, immediately after the recording of this Declaration, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land. If any provision which is necessary to cause this Declaration and the other Condominium Documents to be sufficient to submit the Property to the provisions of the New York Condominium Act is missing herefrom or therefrom, then such provision shall be deemed included as part hereof or thereof, as the case may be, for the purposes of submitting the Property to the provisions of the New York Condominium Act.

ARTICLE 20

AMENDMENTS OF DECLARATION

Article 16 of the Condominium By-Laws is incorporated herein in its entirety; and, except as otherwise expressly set forth herein, the provisions thereof shall govern the amendment and/or modification of, addition to and/or deletion of any of the provisions of this Declaration.

ARTICLE 21

TERMINATION OF CONDOMINIUM

21.1 The Condominium shall continue and the Property shall not be subject to an action for partition until: (a) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in the Condominium By-Laws; or (b) such time as withdrawal of the Property from the provisions of the New York Condominium Act is authorized by: (i) if each of the Sections is owned in its entirety by one Person, the unanimous vote of the Master Unit Owners; (ii) if only one Section is owned in its entirety by one Person, then the affirmative vote of the Master Unit Owner of such Section and the affirmative vote of eighty percent (80%) in number and in Common Interest of the Unit Owners of the other Section (it being understood that if a Master Unit has been subdivided, then the sub board of such Section shall at its sole cost and expense individually obtain and thereafter deliver to the Master Unit Owner the vote of such Unit Owners in such subdivided Section); and (iii) if neither Section is owned in its entirety by one Person, then the affirmative vote of eighty percent (80%) in number and in Common Interest of all Unit Owners (it being understood the board of each Section shall at its sole cost and expense individually obtain and thereafter deliver to the other board the vote of the Unit Owners in its subdivided Section). No such vote shall be effective, however without (a) the written consent (which consent shall not be unreasonably withheld or delayed) of a majority of the Tower Mortgage Representatives, if any; and (b) without the written consent of Sponsor, provided that in no event shall Sponsor's consent be required beyond the Initial Control Period.

21.2 To the fullest extent permitted by Law, each Unit Owner shall be deemed to have waived any right to seek partition of the Property. In the event withdrawal of the Property from the provisions of the New York Condominium Act is authorized as aforesaid, and only to the extent the waiver contained in the preceding sentence shall be inapplicable or unenforceable, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale, together with the net proceeds of any applicable insurance policies, shall be divided among all Unit Owners in proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of its share of such funds, such amounts as may be necessary to discharge all unpaid liens on its Unit (other than mortgages which are not Permitted Mortgages) in the order of the priority of such liens.

ARTICLE 22

WAIVER

No provision contained in this Declaration or the other Condominium Documents shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

ARTICLE 23

CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof.

ARTICLE 24

CERTAIN REFERENCES

24.1 A reference in this Declaration to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires.

24.2 The terms "herein," "hereof" or "hereunder" or similar terms used in this Declaration refer to this entire Declaration and not to the particular provision in which the terms are used.

24.3 Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Declaration.

ARTICLE 25

SEVERABILITY

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

ARTICLE 26

COVENANT OF FURTHER ASSURANCES

26.1 Any party which is subject to the terms of this Declaration, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of a Board, or otherwise, shall, at the expense of any such other party (or the holder of a lien on its Unit) requesting the same, execute, acknowledge and deliver to such other party (or the holder of a lien on its Unit) such instruments, in addition to those specifically provided for herein, and take such other action, as such other party (or the holder of a lien on its Unit) may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction. Without intending to limit the generality of the foregoing, each Board and each Unit Owner shall be required, upon the request of Declarant or the Development Rights Purchaser, to execute and deliver any documents or applications reasonably required in connection with any Merger, any declaration of zoning lot restrictions, any ZLDA or the transfer of the Development Rights to the Development Rights Purchaser, as permitted hereunder.

26.2 If any Unit Owner, Board or other Person which is subject to the terms of this Declaration fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after receipt of a written request therefor, to take any action which such Unit Owner, Board or other Person is required to take pursuant to this Declaration and/or the Condominium By-Laws, and such failure continues for an additional ten (10) day period following receipt of a second written request therefor (together with written advice that the requesting party shall be entitled to take specified action upon the recipient's failure or refusal to perform) then the Condominium Board is hereby authorized as attorney-in-fact for such Unit Owner, other Board or other Person, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner, Board or other Person and such document or action shall be binding on such Unit Owner, Board or other Person.

ARTICLE 27

NAME OF CONDOMINIUM AND BUILDING

27.1 The Condominium shall be designated and known as "Williamsburg Wharf Condominium."

27.2 Supplementing Section 27.1 above, if the Tower Section is operated under an identifying name, the Master Unit Owner(s) thereof and/or Tower Sponsor (with respect to the Tower Section) shall be free to use whatever name(s) it/they designate(s) for such Master Unit(s) or Section in press releases or publicly distributed materials or permitted Signage. Notwithstanding anything contained herein, (i) for so long as it owns a Unit in the Tower Section, Tower Sponsor, and with the consent of Tower Sponsor, the Tower Board, shall have the exclusive right to use the names "480 Kent Avenue" and "Williamsburg Wharf Condominium" for such press releases or publicly distributed materials or permitted Signage and other purposes, with respect to the Tower Section; (ii) at such time as Tower Sponsor no longer owns a Unit in the Tower Section, Tower Sponsor and the Tower Board shall each have the exclusive (i.e., excluding any other party) right to use the names "480 Kent Avenue" and "Williamsburg Wharf Condominium".

ARTICLE 28

INITIAL CONSTRUCTION OF THE UNITS AND THE COMMON ELEMENTS

Notwithstanding anything to the contrary in Article 8 of the Condominium By-Laws, and in addition to the easement rights set forth in Article 16 hereof, each Master Unit Owner and Tower Sponsor shall have the right, without the vote or consent of any Board or any other Unit Owner or Person, but subject in each case to all applicable Laws, to perform (which term, for the purposes of this Article, shall also include permit, cause and suffer) the development, renovation, design, construction and making of all initial installations, finishes, Alterations (and in furtherance of the performance of such initial work, Repairs) in or to, and equipping and fitting-out of, the Property or such Person's aforementioned portion of the Property (including,

without limitation, performing structural or non-structural, interior or exterior, ordinary or extraordinary work) which such Person may be permitted or required to make or do pursuant to the approved construction plans and specifications therefor as filed with applicable Governmental Authorities, in each case, subject to such standards with respect to the performance of such work as are specified with respect thereto in Article 16 hereof, as applicable and in all events consistent with the scope and intent of the operating documents of Declarant.

ARTICLE 29

SUCCESSORS AND ASSIGNS

Except as set forth herein or in the Condominium By-Laws to the contrary, the rights and obligations of: (i) Tower Sponsor or its designee, as set forth herein, shall inure to the benefit of and be binding upon any successor or assign of Tower Sponsor, its designee or, with the consent of Tower Sponsor or its designee, any transferee of some or all of the Tower Units; and (ii) Base Unit Owner or its designee, as set forth herein, shall inure to the benefit of and be binding upon any successor or assign of the Base Unit Owner, its designee or, with the consent of the Base Unit Owner or its designee, any transferee of some or all of the then subdivided Base Units then owned by Base Unit Owner or its designee. For purposes hereof, references to Tower Sponsor or its designee, or Base Unit Owner or its designee, as the case may be, shall also include any mortgagee (or its nominee or designee) or other Person taking title from such party/ies upon a foreclosure or by deed-in-lieu of foreclosure. The rights and/or obligations of the Unit Owners as set forth in the Condominium Documents shall inure to the benefit of and be binding upon any successors or assigns of the respective Unit Owners.

ARTICLE 30

TOWER AND SPONSOR RIGHTS

Notwithstanding anything contained herein to the contrary, the Condominium Board and Base Unit Owners or Tower Board, as applicable, hereby acknowledge and agree that any rights granted hereunder to Tower Board, as Master Unit Owner of or in respect of the Tower Units or the Tower Section, may be assigned to or shared with Tower Sponsor (or its designees) by Tower Board either pursuant to the Tower By-Laws or separate agreement between Tower Board and Tower Sponsor (or its designees) (provided such separate agreement is otherwise subject to this Declaration and the Condominium By-Laws), which rights shall be in addition to any Tower Sponsor rights granted hereunder (if any) or under the Condominium By-Laws, provided that in no event, shall Tower Board assign to or share with Tower Sponsor (or its designees) any rights which would otherwise be inconsistent with the terms and provisions of this Declaration and the Condominium By-Laws.

ARTICLE 31

COMMERCIAL LEASES

31.1 The Commercial Unit Owners shall have the right to enter into leases for

all or any portion of its Unit (as same may be modified, amended, supplemented or restated from time to time, such leases are hereinafter referred to as the "Commercial Leases"). Neither the Condominium Board nor any Unit Owner will take, permit or suffer any actions with respect to any portion of the Property which the landlord under such lease cannot, with respect to such portion of the Property, take under the terms of a Commercial Lease.

31.2 A tenant under a Commercial Lease will have the rights such Commercial Unit Owner has under this Declaration which such Commercial Unit Owner has specifically granted to such tenant under its Commercial Lease, including, without limitation, (i) the rights to use the applicable Commercial Unit, the Limited Common Elements and the General Common Elements and rights to access such Common Elements, (ii) the rights to repair the Commercial Unit and General Common Elements and Limited Common Elements, whether or not such portions of the Building or systems are utilized by other Unit Owners or the Condominium Board, and (iii) the right to install Signage on those areas identified on Schedule C to this Declaration, to the extent that the Commercial Unit Owner have the right to install such Signage under the terms of this Declaration and the By-Laws and at all times in accordance with the tenant's rights under the Commercial Lease.

31.3 To the extent provided under the terms of a Commercial Lease, a tenant under a Commercial Lease may exercise any and all rights available to it at Law and in equity if the Condominium Board or a Unit Owner interferes with or otherwise fails to permit such tenant to exercise any rights granted to it under the terms of this Declaration or the By-Laws.

31.4 Notwithstanding anything to the contrary contained in this Declaration or the By-Laws, easements through and access to any Unit granted under the Declaration and By-Laws will be restricted to the extent that access to the Unit is restricted under the Commercial Lease.

31.5 All Commercial Leases shall be subject and subordinate in all respects to the Condominium Documents and any Permitted Mortgage.

ARTICLE 32

NON RECOURSE

Except as otherwise expressly provided in the Declaration, the By-Laws or the Rules and Regulations, in no event shall Declarant nor any Unit Owner nor any member nor any partner, member, shareholder, employee, director, officer, beneficiary, trustee, manager, agent or affiliate of Declarant, any Unit Owner or any member or any officer of the Condominium Board, nor any partner, member, shareholder, employee, director, officer, manager, agent or affiliate, beneficiary, trustee or any heir, legal representative or successor or assign of the foregoing have any personal liability for the payment or performance of the duties or obligations contemplated by the Declaration, the By-Laws or the Rules and Regulations.

ARTICLE 33

SIGNAGE CONDITIONS

33.1 Unless required by Law, no Signage shall be erected on any part of the Property except in compliance with the provisions of this Article 33. All rights of a Unit Owner to erect Signs set forth herein shall be subject to the compliance with the conditions set forth in this Article 33 and such other conditions as the Condominium Board and the Tower Board with regard to the Tower Section may from time to time impose (collectively, the "Signage Conditions"). All such Signs shall be installed, erected, operated, maintained and all repairs and alterations thereto shall be performed by the Unit Owner thereof in compliance with the provisions of any easements and other agreements of record in connection with the erection and maintenance of such Signs. Without limiting the generality of the foregoing, each Unit Owner shall be solely responsible for its Signage meeting the requirements of all applicable Law, including, without limitation, the New York City Building Code and the Zoning Resolution and other business improvement district guidelines, and for their fitness and suitability for their intended use and purpose. The Condominium Board may waive any Signage Condition, unless such waiver would violate applicable Law or any easements or other agreements of record relating to Signs on the Property.

33.2 Provided that all other provisions of this Article 33 and the Signage Conditions are complied with, each Non-Tower Unit Owner shall have the right and an easement to install identifying Signs on the exterior façade of the Building directly over each of its Unit entrances or on its storefronts. The location, size, materials, quality, design, color and lettering of all exterior Signage shall require the approval of only the Board, such approval not to be unreasonably conditioned, withheld or delayed.

33.3 Each Non-Tower Unit Owner shall have the right to install Signage in its Unit which is not visible from the exterior of its Unit without the consent of the Condominium Board or any other Unit Owner.

33.4 All Signs, whether exterior or interior, permitted to be installed by a Non-Tower Unit Owner hereunder shall be installed in a first-quality, neat, clean, safe and hazard-free condition and otherwise in accordance with the Signage Conditions, and the Unit Owner shall promptly and without delay, at its sole cost and expense, make all necessary repairs thereto.

33.5 Any consent or approval requested by a Unit Owner hereunder shall be given or denied by the Board within ten (10) Business Days after receipt of such request, together with the reasons for such disapproval and changes to be made in order to obtain approval, if any, provided that all plans, specifications and all other approvals and documentation required hereunder are submitted along with such request.

33.6 Notwithstanding the foregoing, owners of Unsold Tower Units shall be permitted to maintain "For Sale", "For Rent", "For Lease" signage, or any other signage evidencing a similar purpose, or other window display or advertising, in their Unsold Tower Units. In addition, Sponsor may erect, maintain, repair and replace, or permit their tenants to erect, maintain, repair or replace, from time to time, one or more signs on the Property for the

purpose of advertising the availability of Units for sale or rental including, but not limited to, signs on the facade of the Building and on any awnings, canopies or other protrusions from the facade of the Building.

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IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the 18 day of March, 2025.

470 Kent Ave Associates LLC

By: _____
Name: Michael Naftali
Title: Authorized Signatory

STATE OF New York)
) ss.:
COUNTY OF Bronx)

On the 18 day of March in the year 2025, before me, the undersigned, personally appeared Michael Naftali, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

LORRAINE BONILLA
Notary Public - State of New York
NO. 01BO6370813
Qualified in Bronx County
My Commission Expires Feb 12, 2026

SCHEDULE A
TO DECLARATION ESTABLISHING CONDOMINIUM OWNERSHIP OF WILLIAMSBURG WHARF CONDOMINIUM

DECLARATION ESTABLISHING CONDOMINIUM OWNERSHIP OF
WILLIAMSBURG WHARF CONDOMINIUM
11 Wharf Way, 478-480 Kent Avenue and 482 Kent Avenue, Brooklyn, New York
Block 2134
F/K/A Lot 1401-1406
N/K/A Lots 1401-1497

DESCRIPTION OF THE LAND

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

Beginning at the comer formed by the intersection of the westerly side of Kent Avenue with the northerly side of Division Avenue;

RUNNING THENCE N 70°58'00" W, along the northerly side of Division Avenue, a distance of 254.085 feet, to the United States Pierhead and Bulkhead Line, approved by the Secretary of War, February 25, 1918;

RUNNING THENCE N 21°09'30" W, along the United States Pierhead and Bulkhead Line, a distance of 227.56 feet, to a point;

RUNNING THENCE N 90°00'00" E, a distance of 189.33 feet, to a

point; RUNNING THENCE N 00°00'00" E, a distance of 220.27 feet, to

a point. RUNNING THENCE N 90°00'00" E, a distance of 103.50 feet,

to a point; RUNNING THENCE S 00°00'00" E, a distance of 19.75 feet,

to a point.

RUNNING THENCE N 90°00'00" E, a distance of 29.50 feet, to the westerly side of Kent Avenue;

RUNNING THENCE S 00°00'00" E, along the westerly side of Kent Avenue a distance of 495.60 feet to the point or place of beginning.

The above-described parcel having a parcel area of 98,354 square feet, or 2.2579 acres.

The bearings indicated above refer to an assumed meridian holding Kent Ave as North and South.

SCHEDULE B

DECLARATION ESTABLISHING CONDOMINIUM OWNERSHIP OF
WILLIAMSBURG WHARF CONDOMINIUM
11 Wharf Way, 478-480 Kent Avenue and 482 Kent Avenue, Brooklyn, New York

Block 2134
F/K/A Lots 1401-1406

DESCRIPTION OF UNITS
ORIGINAL/OLD:

Unit Designation	Tax Lot Number	Construction Floors where Unit is located	Approx. Unit Square Ft. Area	Approx. Exterior / Limited Common Element Square Ft. Area	Common Element to which the Unit has Immediate Access	General Common Interest Percentage	482 Building Common Element (482 BCE) Common Interest Percentage	478-480 Building Common Element (478 BCE) Common Interest Percentage	478-480 Resi. Common Element (478 RCE) Common Interest Percentage	11 Building Common Element (11 BCE) Common Interest Percentage	478-480 and 482 Building Common Element (478-482 BCE) Common Interest Percentage	478-482 Rental Common Element (478-482 RCE) Common Interest Percentage	11, 478 and 482 Rental Common Element (RCE) Common Interest Percentage
Commercial Unit (Comm)	1401	Cellar-7th Floor	18,917	15	Stairs, Corridors, Elevators	3.0876%	4.7697%			3.5822%	2.8570%		
Parking Unit (Park)	1402	Cellar-1st Floor	38,305		Stairs, Corridors, Elevators	6.2522%	6.8549%	1.5404%		9.5300%	4.7238%		
482 Rental Unit (482R)	1403	Cellar-EMR Level	221,194	9,494	Stairs, Corridors, Elevators	36.1032%	88.3754%				52.9367%	73.8128%	47.1680%
478 Rental Unit (478R)	1404	Cellar-8th Floor	78,475	7,945	Stairs, Corridors, Elevators	12.8086%		46.8348%	47.5675%		18.7808%	26.1872%	16.7342%
11 Rental Unit (11R)	1405	Cellar-EMR Level	169,280	11,305	Stairs, Corridors, Elevators	27.6298%				86.8878%			36.0978%

Tower Unit (TU)	1406	8th-21st Floor	86,501	3,803	Stairs, Corridors, Elevators	14.1186%		51.6248%	52.4325%		20.7016%		
TOTAL			612,672	32,562		100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%

SCHEDULE B

DECLARATION ESTABLISHING CONDOMINIUM OWNERSHIP OF
WILLIAMSBURG WHARF CONDOMINIUM
11 Wharf Way, 478-480 Kent Avenue and 482 Kent Avenue, Brooklyn, New York
Block 2134
F/K/A Lot 1401-1406
N/K/A Lots 1401-1497

DESCRIPTION OF UNITS
NEW (AMENDED):

Unit Designation	Tax Lot Number	Construction Floors where Unit is located	Approx. Unit Square Ft. Area	Approx. Exterior / Limited Common Element Square Ft. Area	Common Element to which the Unit has Immediate Access	Tower Common Interest Percentage	General Common Interest Percentage	482 Building Common Element (482 BCE) Common Interest Percentage	478-480 Building Common Element (478 BCE) Common Interest Percentage	478-480 Resi. Common Element (478 RCE) Common Interest Percentage	11 Building Common Element (11 BCE) Common Interest Percentage	478-480 and 482 Building Common Element (478-482 BCE) Common Interest Percentage	478-482 Rental Common Element (478-482 RCE) Common Interest Percentage	11, 478 and 482 Rental Common Element (RCE) Common Interest Percentage
482 Commercial Unit (482CU)	1401	Cellar-7th Floor	11,938	15	Stairs, Corridors, Elevators		1.9484%	4.7697%				2.8570%		
482 Parking Unit (482PU)	1402	Cellar-1st Floor	17,157		Stairs, Corridors, Elevators		2.8004%	6.8549%	1.5404%			4.1061%		
482 Rental Unit (482R)	1403	Cellar-EMR Level	221,194	9,494	Stairs, Corridors, Elevators		36.1032%	88.3754%				52.9367%	73.8128%	47.1680%
478 Rental Unit (478R)	1404	Cellar-8th Floor	78,475	7,945	Stairs, Corridors, Elevators		12.8086%		46.8348%	47.5675%		18.7808%	26.1872%	16.7342%

11 Rental Unit (11R)	1405	Cellar-EMR Level	169,280	11,305	Stairs, Corridors, Elevators		27.6298%				86.8878%			36.0978%
11 Commercial Unit (11CU)	1406	Cellar-1st Floor	6,980		Stairs, Corridors, Elevators		1.1392%				3.5827%			
478-480 Parking Unit (478PU)	1407	Cellar	2,581		Stairs, Corridors, Elevators		0.4213%					0.6177%		
11 Parking Unit (11PU)	1408	Cellar	18,567		Stairs, Corridors, Elevators		3.0305%				9.5300%			
9A	1409	8th Floor	771		Stairs, Corridors, Elevators	0.88%	0.1258%		0.4601%	0.4673%		0.1845%		
9B	1410	8th Floor	1,026		Stairs, Corridors, Elevators	1.17%	0.1675%		0.6123%	0.6219%		0.2455%		
9C	1411	8th Floor	860		Stairs, Corridors, Elevators	0.98%	0.1404%		0.5133%	0.5213%		0.2058%		
9D	1412	8th Floor	1,622		Stairs, Corridors, Elevators	1.85%	0.2647%		0.9680%	0.9832%		0.3882%		
9E	1413	8th Floor	433		Stairs, Corridors, Elevators	0.50%	0.0707%		0.2584%	0.2625%		0.1036%		
9F	1414	8th Floor	647		Stairs, Corridors, Elevators	0.74%	0.1056%		0.3861%	0.3922%		0.1548%		
9G	1415	8th Floor	670	251	Stairs, Corridors, Elevators	0.84%	0.1094%		0.3999%	0.4061%		0.1603%		
9H	1416	8th Floor	621		Stairs, Corridors, Elevators	0.71%	0.1014%		0.3706%	0.3764%		0.1486%		

10A	1417	9th Floor	1,155		Stairs, Corridors, Elevators	1.32%	0.1885%		0.6893%	0.7001%		0.2764%		
10B	1418	9th Floor	1,019		Stairs, Corridors, Elevators	1.17%	0.1663%		0.6082%	0.6177%		0.2439%		
10C	1419	9th Floor	860		Stairs, Corridors, Elevators	0.98%	0.1404%		0.5133%	0.5213%		0.2058%		
10D	1420	9th Floor	1,622		Stairs, Corridors, Elevators	1.85%	0.2647%		0.9680%	0.9832%		0.3882%		
10E	1421	9th Floor	433		Stairs, Corridors, Elevators	0.50%	0.0707%		0.2584%	0.2625%		0.1036%		
10F	1422	9th Floor	628		Stairs, Corridors, Elevators	0.72%	0.1025%		0.3748%	0.3807%		0.1503%		
10G	1423	9th Floor	820		Stairs, Corridors, Elevators	0.94%	0.1338%		0.4894%	0.4970%		0.1962%		
10H	1424	9th Floor	429		Stairs, Corridors, Elevators	0.49%	0.0700%		0.2560%	0.2600%		0.1027%		
11A	1425	10th Floor	1,155		Stairs, Corridors, Elevators	1.32%	0.1885%		0.6893%	0.7001%		0.2764%		
11B	1426	10th Floor	1,019		Stairs, Corridors, Elevators	1.17%	0.1663%		0.6082%	0.6177%		0.2439%		
11C	1427	10th Floor	860		Stairs, Corridors, Elevators	0.98%	0.1404%		0.5133%	0.5213%		0.2058%		
11D	1428	10th Floor	1,622		Stairs, Corridors, Elevators	1.85%	0.2647%		0.9680%	0.9832%		0.3882%		

11E	1429	10th Floor	433		Stairs, Corridors, Elevators	0.50%	0.0707%		0.2584%	0.2625%		0.1036%		
11F	1430	10th Floor	628		Stairs, Corridors, Elevators	0.72%	0.1025%		0.3748%	0.3807%		0.1503%		
11G	1431	10th Floor	820		Stairs, Corridors, Elevators	0.94%	0.1338%		0.4894%	0.4970%		0.1962%		
11H	1432	10th Floor	429		Stairs, Corridors, Elevators	0.49%	0.0700%		0.2560%	0.2600%		0.1027%		
12A	1433	11th Floor	1,155		Stairs, Corridors, Elevators	1.32%	0.1885%		0.6893%	0.7001%		0.2764%		
12B	1434	11th Floor	1,019		Stairs, Corridors, Elevators	1.17%	0.1663%		0.6082%	0.6177%		0.2439%		
12C	1435	11th Floor	860		Stairs, Corridors, Elevators	0.98%	0.1404%		0.5133%	0.5213%		0.2058%		
12D	1436	11th Floor	1,622		Stairs, Corridors, Elevators	1.85%	0.2647%		0.9680%	0.9832%		0.3882%		
12E	1437	11th Floor	433		Stairs, Corridors, Elevators	0.50%	0.0707%		0.2584%	0.2625%		0.1036%		
12F	1438	11th Floor	628		Stairs, Corridors, Elevators	0.72%	0.1025%		0.3748%	0.3807%		0.1503%		
12G	1439	11th Floor	820		Stairs, Corridors, Elevators	0.94%	0.1338%		0.4894%	0.4970%		0.1962%		
12H	1440	11th Floor	429		Stairs, Corridors, Elevators	0.49%	0.0700%		0.2560%	0.2600%		0.1027%		

14A	1441	12th Floor	1,155		Stairs, Corridors, Elevators	1.32%	0.1885%		0.6893%	0.7001%		0.2764%		
14B	1442	12th Floor	1,019		Stairs, Corridors, Elevators	1.17%	0.1663%		0.6082%	0.6177%		0.2439%		
14C	1443	12th Floor	860		Stairs, Corridors, Elevators	0.98%	0.1404%		0.5133%	0.5213%		0.2058%		
14D	1444	12th Floor	1,622		Stairs, Corridors, Elevators	1.85%	0.2647%		0.9680%	0.9832%		0.3882%		
14E	1445	12th Floor	433		Stairs, Corridors, Elevators	0.50%	0.0707%		0.2584%	0.2625%		0.1036%		
14F	1446	12th Floor	628		Stairs, Corridors, Elevators	0.72%	0.1025%		0.3748%	0.3807%		0.1503%		
14G	1447	12th Floor	820		Stairs, Corridors, Elevators	0.94%	0.1338%		0.4894%	0.4970%		0.1962%		
14H	1448	12th Floor	429		Stairs, Corridors, Elevators	0.49%	0.0700%		0.2560%	0.2600%		0.1027%		
15A	1449	13th Floor	1,155		Stairs, Corridors, Elevators	1.32%	0.1885%		0.6893%	0.7001%		0.2764%		
15B	1450	13th Floor	1,191		Stairs, Corridors, Elevators	1.36%	0.1944%		0.7108%	0.7219%		0.2850%		
15C	1451	13th Floor	1,798		Stairs, Corridors, Elevators	2.06%	0.2935%		1.0731%	1.0899%		0.4303%		
15D	1452	13th Floor	589		Stairs, Corridors, Elevators	0.67%	0.0961%		0.3515%	0.3570%		0.1410%		

15E	1453	13th Floor	433		Stairs, Corridors, Elevators	0.50%	0.0707%		0.2584%	0.2625%		0.1036%		
15F	1454	13th Floor	628		Stairs, Corridors, Elevators	0.72%	0.1025%		0.3748%	0.3807%		0.1503%		
15G	1455	13th Floor	820		Stairs, Corridors, Elevators	0.94%	0.1338%		0.4894%	0.4970%		0.1962%		
15H	1456	13th Floor	429		Stairs, Corridors, Elevators	0.49%	0.0700%		0.2560%	0.2600%		0.1027%		
16A	1457	14th Floor	1,155		Stairs, Corridors, Elevators	1.32%	0.1885%		0.6893%	0.7001%		0.2764%		
16B	1458	14th Floor	1,191		Stairs, Corridors, Elevators	1.36%	0.1944%		0.7108%	0.7219%		0.2850%		
16C	1459	14th Floor	1,798		Stairs, Corridors, Elevators	2.06%	0.2935%		1.0731%	1.0899%		0.4303%		
16D	1460	14th Floor	589		Stairs, Corridors, Elevators	0.67%	0.0961%		0.3515%	0.3570%		0.1410%		
16E	1461	14th Floor	433		Stairs, Corridors, Elevators	0.50%	0.0707%		0.2584%	0.2625%		0.1036%		
16F	1462	14th Floor	628		Stairs, Corridors, Elevators	0.72%	0.1025%		0.3748%	0.3807%		0.1503%		
16G	1463	14th Floor	820		Stairs, Corridors, Elevators	0.94%	0.1338%		0.4894%	0.4970%		0.1962%		
16H	1464	14th Floor	429		Stairs, Corridors, Elevators	0.49%	0.0700%		0.2560%	0.2600%		0.1027%		

17A	1465	15th Floor	1,155		Stairs, Corridors, Elevators	1.32%	0.1885%		0.6893%	0.7001%		0.2764%		
17B	1466	15th Floor	1,191		Stairs, Corridors, Elevators	1.36%	0.1944%		0.7108%	0.7219%		0.2850%		
17C	1467	15th Floor	1,798		Stairs, Corridors, Elevators	2.06%	0.2935%		1.0731%	1.0899%		0.4303%		
17D	1468	15th Floor	589		Stairs, Corridors, Elevators	0.67%	0.0961%		0.3515%	0.3570%		0.1410%		
17E	1469	15th Floor	433		Stairs, Corridors, Elevators	0.50%	0.0707%		0.2584%	0.2625%		0.1036%		
17F	1470	15th Floor	628		Stairs, Corridors, Elevators	0.72%	0.1025%		0.3748%	0.3807%		0.1503%		
17G	1471	15th Floor	820		Stairs, Corridors, Elevators	0.94%	0.1338%		0.4894%	0.4970%		0.1962%		
17H	1472	15th Floor	429		Stairs, Corridors, Elevators	0.49%	0.0700%		0.2560%	0.2600%		0.1027%		
18A	1473	16th Floor	1,155		Stairs, Corridors, Elevators	1.32%	0.1885%		0.6893%	0.7001%		0.2764%		
18B	1474	16th Floor	1,191		Stairs, Corridors, Elevators	1.36%	0.1944%		0.7108%	0.7219%		0.2850%		
18C	1475	16th Floor	1,798		Stairs, Corridors, Elevators	2.06%	0.2935%		1.0731%	1.0899%		0.4303%		
18D	1476	16th Floor	589		Stairs, Corridors, Elevators	0.67%	0.0961%		0.3515%	0.3570%		0.1410%		

18E	1477	16th Floor	433		Stairs, Corridors, Elevators	0.50%	0.0707%		0.2584%	0.2625%		0.1036%		
18F	1478	16th Floor	628		Stairs, Corridors, Elevators	0.72%	0.1025%		0.3748%	0.3807%		0.1503%		
18G	1479	16th Floor	820		Stairs, Corridors, Elevators	0.94%	0.1338%		0.4894%	0.4970%		0.1962%		
18H	1480	16th Floor	429		Stairs, Corridors, Elevators	0.49%	0.0700%		0.2560%	0.2600%		0.1027%		
PH1D	1481	17th Floor	1,442	476	Stairs, Corridors, Elevators	1.78%	0.2354%		0.8606%	0.8741%		0.3451%		
PH1E	1482	17th Floor	1,857	296	Stairs, Corridors, Elevators	2.21%	0.3031%		1.1083%	1.1256%		0.4444%		
PH1F	1483	17th Floor	1,775	330	Stairs, Corridors, Elevators	2.12%	0.2897%		1.0593%	1.0759%		0.4248%		
PH1G	1484	17th Floor	808		Stairs, Corridors, Elevators	0.92%	0.1319%		0.4822%	0.4898%		0.1934%		
20A	1485	18th Floor	1,442		Stairs, Corridors, Elevators	1.65%	0.2354%		0.8606%	0.8741%		0.3451%		
20B	1486	18th Floor	1.857		Stairs, Corridors, Elevators	2.12%	0.3031%		1.1083%	1.1256%		0.4444%		
20C	1487	18th Floor	628		Stairs, Corridors, Elevators	0.72%	0.1025%		0.3748%	0.3807%		0.1503%		
20D	1488	18th Floor	1,145		Stairs, Corridors, Elevators	1.31%	0.1869%		0.6833%	0.6940%		0.2740%		

20E	1489	18th Floor	808		Stairs, Corridors, Elevators	0.92%	0.1319%		0.4822%	0.4898%		0.1934%		
21A	1490	19th Floor	1,442		Stairs, Corridors, Elevators	1.65%	0.2354%		0.8606%	0.8741%		0.3451%		
21B	1491	19th Floor	1,857		Stairs, Corridors, Elevators	2.12%	0.3031%		1.1083%	1.1256%		0.4444%		
21C	1492	19th Floor	628		Stairs, Corridors, Elevators	0.72%	0.1025%		0.3748%	0.3807%		0.1503%		
21D	1493	19th Floor	1,145		Stairs, Corridors, Elevators	1.31%	0.1869%		0.6833%	0.6940%		0.2740%		
21E	1494	19th Floor	808		Stairs, Corridors, Elevators	0.92%	0.1319%		0.4823%	0.4898%		0.1935%		
PH2A	1495	20th-21st Floor	2,659	1,197	Stairs, Corridors, Elevators	3.38%	0.4341%		1.5870%	1.6116%		0.6365%		
PH2B	1496	20th-21st Floor	1,864	640	Stairs, Corridors, Elevators	2.30%	0.3043%		1.1126%	1.1298%		0.4462%		
PH2C	1497	20th-21st Floor	1,650	613	Stairs, Corridors, Elevators	2.06%	0.2694%		0.9848%	1.0000%		0.3950%		
TOTAL			612,672	32,314.00		100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%

SCHEDULE B-1

DECLARATION ESTABLISHING CONDOMINIUM OWNERSHIP OF
WILLIAMSBURG WHARF CONDOMINIUM
482 Kent Avenue 478-480 Kent Avenue and 11 Wharf Way, Brooklyn, New York
Block 2134
N/K/A Lots 1401-1497

SQUARE FOOTAGE BREAKDOWN OF UNITS IN BUILDING BY FLOOR
NEW (AMENDED)

Unit	Tax Lot Number	Percent General Common Interest	Building	Construction Floor	Marketing Floor	Square Footage	Exterior SF
482 Commercial Unit (482CU)	1401	1.9484%	482 Kent Avenue	Cellar	Lower Level	1,694 sf	0 sf
				1st Fl	Lobby	9,373 sf	0 sf
				2nd Fl	3rd Fl	831 sf	0 sf
				3rd Fl	4th Fl	8 sf	0 sf
				4th Fl	5th Fl	8 sf	0 sf
				5th Fl	6th Fl	8 sf	0 sf
				6th Fl	7th Fl	8 sf	0 sf
				7th Fl	8th Fl	8 sf	0 sf
				8th Fl	9th Fl	0 sf	15 sf
Total						11,938 sf	15 sf

Unit	Tax Lot Number	Percent General Common Interest	Building	Construction Floor	Marketing Floor	Square Footage	Exterior SF
482 Parking Unit (482PU)	1402	2.8004%	482 Kent Avenue	Cellar	Lower Level	16,094 sf	0 sf
			482 Kent Avenue	1st Fl	Lobby	1,063 sf	0 sf
Total						17,157 sf	0 sf

Unit	Tax Lot Number	Percent General Common Interest	Building	Construction Floor	Marketing Floor	Square Footage	Exterior SF
11 Commercial	1406	1.1392%	11 Wharf Way	Cellar	Lower Level	1,701 sf	0 sf

Unit (11CU)							
			11 Wharf Way	1st Fl	Lobby	5,279 sf	0 sf
Total						6,980 sf	0 sf

Unit	Tax Lot Number	General Common Interest Percentage	Building	Construction Floor	Marketing Floor	Square Footage	Exterior SF
PH2A	1495	0.4341%	480 Kent Avenue	20th Fl	Penthouse 2	2,419 sf	128 sf
				21st Fl	23rd Fl	240 sf	1,069 sf
Total						2,659 sf	1,197 sf

Unit	Tax Lot Number	General Common Interest Percentage	Building	Construction Floor	Marketing Floor	Square Footage	Exterior SF
PH2B	1496	0.3043%	480 Kent Avenue	20th Fl	Penthouse 2	1,864 sf	57 sf
				21st Fl	23rd Fl	0 sf	583 sf
Total						1,864 sf	640 sf

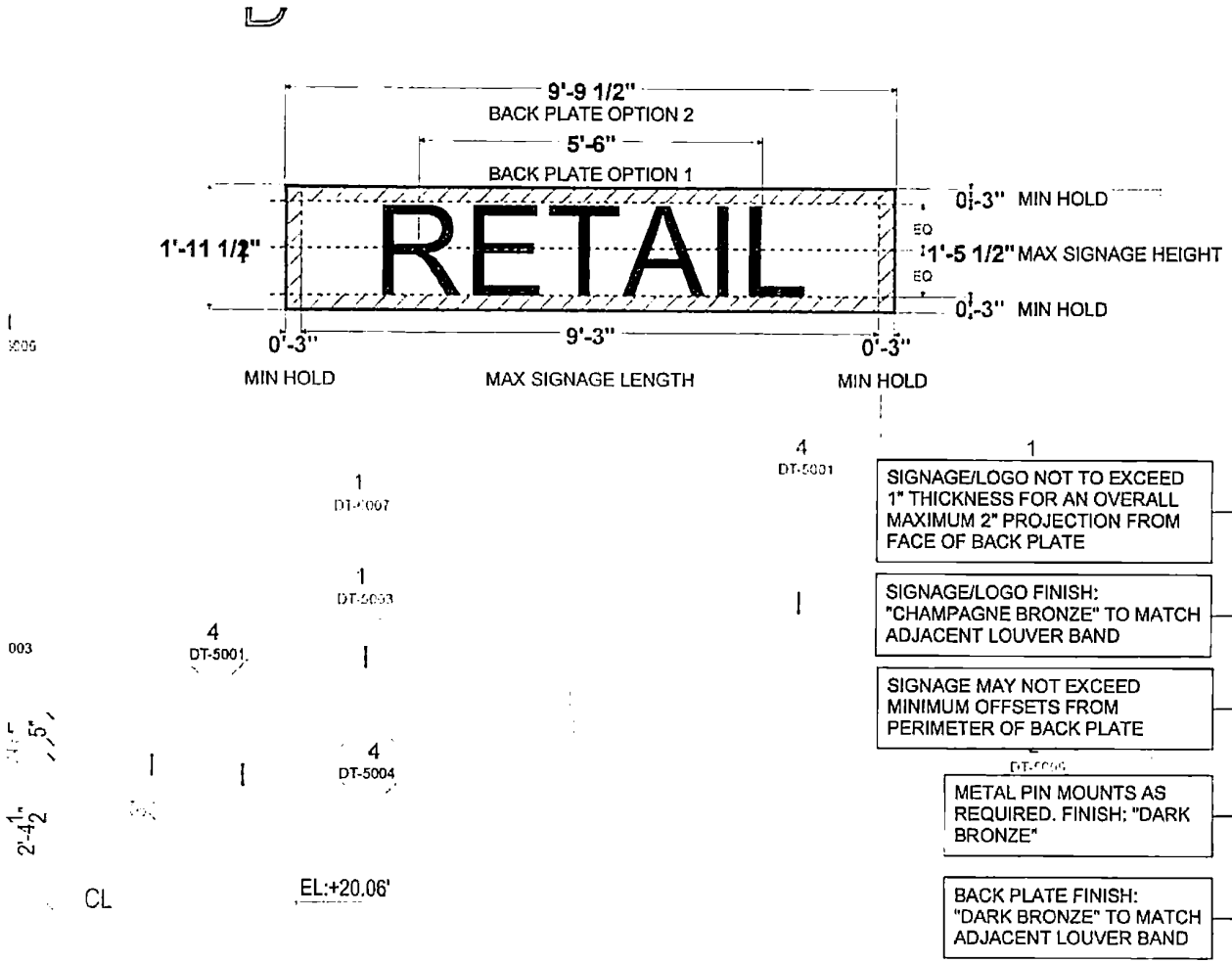
Unit	Tax Lot Number	General Common Interest Percentage	Building	Construction Floor	Marketing Floor	Square Footage	Exterior SF
PH2C	1497	0.2694%	480 Kent Avenue	20th Fl	Penthouse 2	1,650 sf	57 sf
				21st Fl	23rd Fl	0 sf	556 sf
Total						1,650 sf	613 sf

SCHEDULE C

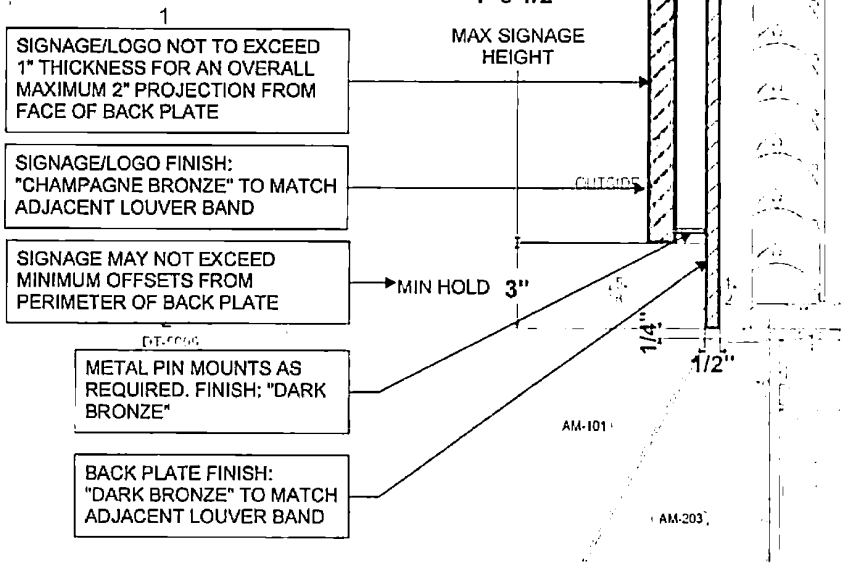
COMMERCIAL SIGNAGE DIAGRAM

WILLIAMSBURG WHARF
RETAIL SIGNAGE GUIDELINES

SIGNAGE MAY ONLY BE INSTALLED PER APPROVED MEANS AND METHODS. SIGNAGE BACK PLATE MAY ONLY BE ATTACHED AT VERTICAL SUPPORTS ALONG STOREFRONT LOUVER BAND WHERE AN ACTIVE LOUVER IS NOT COORDINATED. TYPICALLY, TWO SETS OF VERTICAL SUPPORTS ARE PRESENT, THEREFORE TWO BACK PLATE WIDTHS ARE POSSIBLE.



ELEVATION - TYPICAL



SECTION - TYPICAL

EXHIBIT A

CONDOMINIUM BY-LAWS

EXHIBIT A

TO DECLARATION

CONDOMINIUM BY-LAWS

OF

WILLIAMSBURG WHARF CONDOMINIUM

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CONDOMINIUM BY-LAWS

OF

WILLIAMSBURG WHARF CONDOMINIUM

ARTICLE 1
GENERAL

1.1 Purpose. The purpose of these By-Laws is to set forth the rules and procedures concerning the conduct of the affairs of Williamsburg Wharf Condominium (the "Condominium"). The Condominium covers the property (the "Property") consisting of approximately 98,354 square feet of land (the "Land") which forms a part of Block 2134 Lot 1 on the Tax Map of the Borough of Brooklyn, County of Kings, City and State of New York, the buildings and other improvements now or hereafter to be constructed thereon or therein, as the case may be (hereinafter collectively called the "Buildings"), including, without limitation, the Units and the Common Elements, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith, all of which have been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York by the recording of a Declaration (which, as the same may be amended from time to time, is herein called the "Declaration") in the Kings County Office of the Register of The City of New York ("City Register's Office"), together with these By-Laws. All terms used herein including, but not limited to, "Declarant or its designee" and "Declarant or a designee of Declarant", which are not separately defined herein, shall have the meanings given to those terms in the Declaration.

1.2 Applicability of By-Laws. These By-Laws are applicable to the Property and to the use and occupancy thereof. All present and future Unit Owners, mortgagees, lessees, sublessees and other occupants of Units and employees and guests of Unit Owners, as well as all other persons who may use the Property, are and shall be subject to the Declaration, these By-Laws and the Rules and Regulations (as hereinafter defined). The acceptance of a deed or conveyance, or the succeeding to title to, or the execution of a lease or sublease for, or the act of occupancy of, a Unit shall constitute an agreement that the provisions of these By-Laws, the Rules and Regulations and the Declaration are accepted, ratified, and will be complied with.

1.3 Principal Office of Condominium. The principal office of the Condominium shall be located either within the Property or at such other place in the Borough of Brooklyn as may be designated from time to time by the Condominium Board.

1.4 Special Provisions Regarding the Tower Unit and Related Matters. As of the date of the recording of the Declaration to which these Condominium By-Laws are annexed, all of the Units are owned by a single entity or related entities. For so long as a single owner or the related entities own all of the Units, notwithstanding any references herein or in the Declaration to Unit Owners, and notwithstanding any other provision in or requirement of the Declaration, these Condominium By-Laws or Tower By-Laws or otherwise, the following shall pertain:

1.4.1 All references in the Declaration and these Condominium By-Laws to the Tower Unit Owners (in the plural) shall be deemed to be references to the Tower Unit Owner (in the singular), for so long as there is a single owner of the Tower Units.

1.4.2 The Tower Unit Owner shall have, entirely in its own right, in its own name and on its own behalf, all rights, powers and privileges of the Tower Board and the Tower Unit Owners, and shall in such capacity, without limitation, be entitled to make all determinations and take all actions which the Tower Board and/or the Tower Unit Owners under the Declaration or these Condominium By-Laws or the Tower By-Laws shall be entitled to make or take.

1.4.3 The Tower Unit Owner shall have and discharge, entirely in its own right, in its own name and on its own behalf, all obligations of the Tower Board, subject to the remaining terms of this Section 1.4.

1.4.4 Without limitation, in furtherance of the foregoing: (a) there shall be no requirement for meetings or votes of either the Condominium Board or the Tower Board, collectively, the Board's election of members or officers of the Boards or meetings or votes of the Unit Owners, the actions of the Declarant satisfying in all respects any of the foregoing; (b) the Declarant shall have the right at all times to designate the members and officers of the Boards which the Boards are otherwise entitled to designate (as described in Articles 2 and 3 below); (c) no Common Charges shall be assessed and collected, all of the same being direct expenses of the Declarant, or direct obligations of the Unit Owner, to the Condominium Board or the Tower Board, as the case may be; (d) the Declarant may appoint, on terms acceptable to the Declarant in its sole discretion, a managing agent for all or parts of the Condominium or the Tower Section, and there shall be no prohibition or limitation with respect to any management or other services provided to the Units by entities affiliated with the Declarant or in which the Declarant may have a financial interest; (e) all references to Tower Mortgage Representatives shall be references to the holder of the most senior mortgage or mezzanine pledge, as the case may be, encumbering the Condominium or the Tower Unit(s) for so long as the Construction Loan and Mezzanine Pledge remain outstanding; and (f) the Tower Units shall at all times (regardless of whether the same are conveyed or transferred by Tower Sponsor or its designee) be deemed to be an Unsold Tower Unit, as such terms are used in the Declaration or these Condominium By-Laws and the Tower By-Laws. As used in the Condominium Documents, "Unsold Tower Unit" means any of the Tower Units owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by Declarant or its designees as the holder of one or more of such Tower Unit(s); any such Tower Unit that is acquired, individually or collectively, by a principal of Declarant or a group of which Declarant or one or more of its principals is a member; or a Tower Unit that is acquired, individually or collectively, by either the holder of a Permitted Mortgage given by Declarant or the designee of a holder of such a Permitted Mortgage.

ARTICLE 2
CONDOMINIUM BOARD

2.1 General Description of Condominium Board.

2.1.1 As more particularly set forth in Section 2.2, the affairs of the Condominium shall be governed by a board of managers of the Condominium (the "Condominium Board"). As more particularly set forth in Section 2.3, the Condominium Board shall consist initially of three members (each, a "Board Member" or "Condominium Board Member") designated by the Declarant.

2.1.2 With respect to the Condominium Board Members, any requirements set forth in any Tower or Sub-By-Laws as to members of a Tower or Sub-Board shall apply to the Condominium Board Members designated by such Tower or Sub-Board, as applicable; and until a subdivision of a Base Unit, if ever, no restriction shall apply as to which persons a Base Unit Owner may designate from time to time as its designees to the Condominium Board (which designation shall be in writing) except that each Board Member must be a natural person and not an entity.

2.2 Powers and Duties of Condominium Board.

2.2.1 General. The Condominium Board shall have the powers and duties necessary for, or incidental to, the administration of the affairs of the Condominium (except such powers and duties which by Law or the Condominium Documents may not be delegated to the Condominium Board by the Unit Owners). Subject to the terms of the Condominium Documents, determinations, which do not (to more than an immaterial extent) relate to or affect or involve the Condominium generally or the General Common Elements, and: (a) do not affect (to more than an immaterial extent) any portion of the Buildings other than the Tower Section, shall be made by the Tower Board in accordance with the Tower By-Laws; and (b) do not affect (to more than an immaterial extent) any portion of the Buildings other than the Base Section shall be made by a Base Unit Owner or, as applicable, the Base Board in accordance with the Base By-Laws. The Condominium Board shall at all times, subject to the provisions of the Condominium Documents, manage and operate the Condominium in accordance with the Buildings Standard.

2.2.2 Condominium Board. Subject to, and in accordance with, the provisions of Section 2.2.1, the further provisions of this Section 2.2.2, Sections 2.2.3 through 2.2.9 and Article 6 of these Condominium By-Laws and such other provisions, if any, of the Declaration and these Condominium By-Laws as may grant to one or more Unit Owner(s), the Tower Board, a Sub-Board or certain Board Member(s), as the case may be, rights of consent or approval with respect to certain matters or require unanimous action of the Board Members or Unit Owners or with respect to the Budget, the Condominium Board shall be entitled to make determinations and take actions with respect to all matters relating to the operation and the administration of the affairs of the Condominium, including, without limitation, the following:

(a) Acting and being (and the Condominium Board hereby is and shall be, as necessary, further) designated as the responsible party on behalf of the Unit Owners with respect to any Regulatory Agreements, related indemnification agreement and the Condominium's obligations thereunder, and expressly assuming (and the Condominium Board hereby assumes and shall, as necessary, take such further acts to assume) such obligations and responsibility therefor.

(b) Assessing and collecting Common Charges in accordance with the Budget, including from delinquent Owners (and the Condominium Board shall be obligated to pursue such delinquent Common Charges, taking into account the rights and obligations of the Tower Board or Base Board, if applicable, in this regard as more particularly set forth herein).

(c) Entering into and terminating (subject to the applicable requirements of the Condominium Documents) agreements for services for operation, management, care, upkeep, Alterations, Repairs and Maintenance of the General Common Elements.

(d) Employing and dismissing personnel necessary for the maintenance and operation of the General Common Elements and the Limited Common Elements shared by the owners of Units in two or more Buildings or Sections of Buildings.

(e) Adopting and amending General Rules and Regulations from time to time.

(f) Opening, maintaining and dealing with bank accounts on behalf of the Condominium and designating the signatories required therefor.

(g) Acquiring in the name of the Condominium Board, or its designee, corporate or otherwise, on behalf of all Unit Owners, rights and interests in real and personal property for use in connection with the ownership and operation of the Property as a condominium in accordance with the Budget (as hereinafter defined) and subject to the other limitations set forth in these Condominium By-Laws.

(h) Obtaining and reviewing insurance policies and certificates as required by these Condominium By-Laws.

(i) Making Alterations to, and Repairs of, the General Common Elements (and, as and to the extent provided in the Condominium Documents, the Limited Common Elements).

(j) Negotiating and settling claims and actions relating to the Condominium (but not with respect to any Section, Tower Board or Unit Owner).

(k) Borrowing money on behalf of the Condominium in an amount of less than ten percent (10%) of the Budget then in effect, and in any event in accordance with Real Property Law Section 339-jj and subject to the limitations set forth in Section 2.2.9 below.

(l) Instituting and levying late charges and charging interest for payments overdue to the Condominium Board.

(m) Establishing and maintaining reserves, provided that if the Condominium Board establishes and maintains a reserve fund, then each Unit Owner shall contribute its proportionate share based off Common Interests, and further provided, however, that if Tower Sponsor (or when there remain no Unsold Tower Units, the Tower Board) reasonably requests, based on a Tower Unit Financeability Requirement, that the Condominium Board maintain a reserve fund in a higher amount than is otherwise determined by the Condominium Board to be appropriate (taking into account good management practices in accordance with the Buildings Standard), then the Condominium Board shall maintain the reserve fund at such higher amount, provided that the Tower Unit Owners shall fund all additional required funds to the reserve fund in order to comply with such Tower Unit Financeability Requirement and the Condominium Board may not use, apply, pledge or otherwise impair or diminish any such reserve funds paid by the Tower Unit Owners without the consent of Tower Sponsor (or when there remain no Unsold Tower Units, the Tower Board) (which consent may be granted or withheld in its sole discretion, but not in limitation of the obligation of the Tower Section to pay its share of costs or expenses that might otherwise be payable from the reserve for such capital item). In the event of a capital expenditure that is paid from the reserve fund, each Section shall be credited against its respective obligation with respect to such expenditure in the amount that such Section paid into the reserve fund, and capital expenditures in respect of the General Common Elements shall otherwise be allocated pro rata in accordance with Common Interests. Without modifying the foregoing, funds held as reserve by the Condominium Board shall be applied only for capital (as opposed to operating) expenditures. To the extent that any Tower Unit Financeability Requirement, including the establishment of a reserve fund, may be satisfied by a reserve fund to be established for a particular Section and maintained solely by such Section's Board (if any), then such Board shall establish and maintain such fund and the Condominium Board shall have no obligation to establish or maintain any such additional reserve at the request of Tower Sponsor (or when there remain no Unsold Tower Units, the Tower Board).

(n) The Condominium Board shall have responsibility for and shall perform, using its best efforts in a commercially reasonable prompt time period (including as soon as possible with respect to any Emergency), any maintenance, Alteration or Repair which is necessitated by any construction, design or material defects with respect to General Common Elements; and the same shall be a General Common Expense. The foregoing does not modify or limit any other maintenance, Alteration or Repair obligation of the Condominium Board under the Condominium Documents. Notwithstanding the foregoing, and without limitation to the Board's maintenance or Repair obligations described herein, it is agreed that the applicable Board or Unit Owner on whose behalf the applicable work was performed will first attempt to seek recourse against any and all contractors and pursuant to any applicable warranties.

(o) Selling, leasing, licensing, mortgaging and otherwise dealing with Units acquired by the Condominium Board or its designee on behalf of all Unit Owners (but not voting the Common Interest appurtenant thereto).

(p) Executing, acknowledging and delivering any documents or other instruments necessary to commence, pursue, compromise or settle certiorari proceedings to obtain reduced real estate tax assessments, or in connection with any real estate tax exemption or abatement, with respect to any or all Units for the benefit and on behalf of the respective Unit Owners thereof; but only to the extent requested and authorized to do so, in writing, by the respective Unit Owners thereof (or by a Tower or Sub-Board in connection with the Units within its applicable Section) and provided such Unit Owners indemnify the Condominium Board and all other Unit Owners from and against all Costs resulting from or incurred in connection with such proceedings.

(q) Establishing rules and regulations for the use of the Shared Amenities, the Non-Tower Storage Bins and the Non-Tower Parking Spaces.

(r) Neither the Condominium Board nor the Tower Board, if any, shall bring any litigation except to enforce the terms of the Declaration or By-Laws without first receiving the written approval of the owners of three-quarters of the Units including the Tower Units and the owners of three-quarters of the percentage interests in the Common Elements.

(s) Notwithstanding anything to the contrary contained in these By-Laws, (including, without limitation, in Section 2.2.2 above) for a period which shall end upon the earlier to occur of: (a) the fifth anniversary of the First Closing of title to any Tower Unit, by the Sponsor, pursuant to a Purchase Agreement (as the terms "Sponsor" and "Purchase Agreement" are defined in that certain Plan for the sale of Tower Units at the Condominium); or (b) the closing of title by Sponsor or its designees of all the Tower Units (the "Initial Control Period"), the Board may not, without the prior written consent of Sponsor: (i) make any addition, alteration or improvement to the Common Elements or any Tower Unit (unless required by any applicable Laws, statutes and ordinances, including, without limitation, environmental Laws, and all building codes and zoning ordinances) and the orders, rules, regulations, directives, binding resolutions and requirements of all governmental authorities (including, without limitation, the New York City Department of Buildings, the City Planning Commission, the boards of fire underwriters or any public authority or agency having jurisdiction), whether in force as of the date hereof or hereafter, which are or become, or purport to be, applicable to the Property or any part thereof ("Legal Requirements"); (ii) assess any Common Charges for the creation of, addition to or replacement of all or any reserve, contingency or surplus fund; (iii) increase or decrease the number of, or change the kind of, employees initially hired for the Buildings, as provided for in Schedule B — "Budget for First Year of Condominium Operation" set forth in the Plan; (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the First Closing or otherwise provide services in excess of those referred to in the Plan, except as is required to reflect normal annual increases in operating services; (v) borrow money on behalf of the Condominium unless any such borrowing is approved by the owners of Units representing at least seventy-five percent (75%) both in number and aggregate Common Interests of all Units; or (vi) exercise any right of first refusal to lease or purchase a Tower Unit. However, the Board may perform any function or take any actions enumerated in subsections (i) through (v) hereinabove, without the consent of Sponsor if, and only if, the performance of such function or the carrying out of such action is necessary, and no other alternative is available, either to enable the Board to comply with any Legal Requirements,

or to remedy any notice of violation entered against the Condominium, or to comply with any proper work order by an insurer of the Buildings, or for the health and safety (but not the general comfort or welfare) of the occupants of the Buildings. Sponsor may not exercise veto power over expenses described in Schedule B, or over expenses required to comply with any Legal Requirements applicable to the Buildings, or to remedy any notice of violation entered against the Buildings or to comply with any proper work order by an insurer of the Buildings. Sponsor may, however, exercise veto power over expenses other than those described in the preceding sentence, to the extent provided in the Plan, for a period ending not more than five (5) years after the First Closing or whenever the Tower Units have all been sold, whichever is sooner.

(t) The Condominium Board, as to the Common Elements, and the Unit Owners, as to each Unit Owner's Unit, shall perform all routine inspections, maintenance, repairs and replacements required by the owner's manual and their professional advisors.

2.2.3 Tower Board and Tower Unit Owners. The Tower Section and the Tower Board will be governed by its Tower By-Laws as well as by the Declaration and the applicable provisions of these By-Laws; and subject to, and in accordance with, the provisions of Sections 2.2.1 hereof (and without limiting the generality thereof), the Tower Board shall be entitled to make determinations with respect to matters relating exclusively to the Tower Section and to the operation, care, upkeep, maintenance and administration of the affairs thereof, including, without limitation, the making of Repairs of, and performance of Alterations to, the Tower Common Elements and the Tower Limited Common Elements as and to the extent provided in the Condominium Documents, and shall have the powers and duties described in the Tower By-Laws, subject, however, to the rights of the Tower Unit Owners as may be provided in the Tower By-Laws and to those provisions in the Declaration and these Condominium By-Laws that provide otherwise and/or that set forth restrictions on the right to make such determinations. In addition, except as may otherwise be provided in (and subject to) the Condominium Documents, each of the Tower Unit Owners shall have such powers as are permitted by Law, and shall be entitled to make determinations, with respect to all matters relating exclusively to their respective Tower Units (and to the extent provided for herein or in the Tower By-Laws, its appurtenant Tower Limited Common Elements).

2.2.4 Base Unit Owners. Subject to, and in accordance with, the provisions of Sections 2.2.1 and 2.2.2 hereof (and without limiting the generality thereof), each Base Unit Owner shall be entitled to make determinations with respect to all matters relating exclusively to its respective Unit (and to the extent provided for herein, its exclusively appurtenant Limited Common Elements) and the operation, care, upkeep, maintenance and administration of the affairs thereof, including, without limitation, the making of Repairs of, and performance of Alterations to, its Unit (and to the extent provided for herein, its exclusively appurtenant Limited Common Elements), subject, however to those provisions in the Declaration and these Condominium By-Laws that provide otherwise and/or that set forth restrictions on the right to make such determinations.

2.2.5 Agents for the Condominium Board, Tower Board and Base Unit Owners.

(a) Any action required or permitted to be taken by the Condominium Board pursuant to the provisions of the Declaration and/or these By-Laws shall be done or performed by the Condominium Board or on behalf of the Condominium Board and at its direction by the agents, officers, employees or designees of the Condominium Board, and the Condominium Board may employ one or more managing agents and/or managers, at a compensation established by the Condominium Board, to perform such duties and services as the Condominium Board shall authorize, except (unless in specific instances provided in the Declaration and/or these By-Laws otherwise authorized in connection with the actions set forth in subparagraphs 2.2.2(b), (e), (f), (g), (i), (j), (k), (l), (m), (n), (o) and (p) hereof.

(b) Any action required or permitted to be taken by the Tower Board pursuant to the provisions of these By-Laws, the Declaration or the Tower By-Laws, shall be done or performed by the Tower Board or on behalf of the Tower Board and at its direction by the agents, officers, employees or designees of the Tower Board, and the Tower Board may employ one or more managing agents and/or managers, at a compensation established by the Tower Board, to perform such duties and services as the Tower Board shall authorize in accordance with the Tower By-Laws.

(c) Any managing agent designated and/or employed by the Condominium Board, the Tower Board or any Base Unit Owner, may be an affiliate of Declarant.

2.2.6 Notwithstanding anything to the contrary contained in these By-Laws, so long as Declarant or its designee shall continue to own any of the Units but in no event later than five years from the First Closing of a sale made under the Plan, neither the Condominium Board nor the Tower Board may, without Declarant's prior written approval: (i) make any addition, alteration or improvement to the General Common Elements, the Tower Common Elements or to the Tower Limited Common Elements or to any Tower Unit; (ii) increase or decrease the number, or change the kind of employees initially hired for the Tower Section of the Condominium; (iii) enter into any service or maintenance contract for work not covered in the initial projected budget, as set forth in Exhibit B of Part I of the Plan, for the Condominium or Tower Section or otherwise provide services in excess of those contemplated by such projected budget, except as is required to reflect normal annual increases in operating services; (iv) borrow money on behalf of the Condominium or on behalf of the Tower Section; (v) assess any Common Charges or Tower Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund; or (vi) exercise a right of first refusal to lease or purchase a Tower Unit; provided that Declarant's written consent is not necessary to perform any function or take any action described in items (i) through (vi) above if and only if the performance of such function or the carrying out of such an action is necessary and no other alternative is available to enable the Condominium Board to comply with Laws, rules or regulations of any governmental authority having jurisdiction over the Condominium.

2.2.7 Agents for the Condominium Board.

(a) Any action required or permitted to be taken by the Condominium Board pursuant to the provisions of the Declaration and/or these Condominium By-Laws shall be done or performed by the Condominium Board or on behalf of the Condominium Board and at its direction by the agents, officers, employees or designees of the Condominium Board, and the

Condominium Board may employ (except upon the Unanimous consent of the Condominium Board) an independent third-party managing agent and/or manager ("Managing Agent"), at a compensation established by the Condominium Board, to perform such duties and services as the Condominium Board shall authorize except (unless in specific instances provided in the Declaration and/or these Condominium By-Laws or as otherwise authorized by a Unanimous vote of the Condominium Board) in connection with the actions set forth in subparagraphs 2.2.2 (e), (f), (g), (i), (j), (k), (m), (n), (o), and (p) hereof. Notwithstanding anything in this Section 2.2.6 to the contrary, each Base Unit Owner or the Tower Board may retain a managing agent for its Section (a "Section Managing Agent") (which such Section Managing Agent is permitted to be an affiliate of the Base Unit Owner of such Section, or Tower Sponsor (in the case of the Tower Section) or the same Person acting as Managing Agent for the Condominium, provided in such case such Section Managing Agent is retained under a contract separate and apart from the contract between the Managing Agent and the Condominium for such purpose. The Tower Board, and, if a Base Unit is subdivided, the Base Board, shall arrange, at its own expense, for the professional management of its Section relating to individual Unit Owners therein, in accordance with such Section's By-Laws.

(b) The Managing Agent shall maintain a fidelity bond and any other insurance reasonably required by the Condominium Board, the Tower Board or a Sub-Board of a type meeting the Buildings Standard and/or to the extent set forth in these Condominium By-Laws. The Managing Agent shall also carry such additional fidelity bond and insurance (beyond the requirements in the preceding sentence) as might reasonably be requested of it by a Base Unit Owner (or Base Board, if existing) or Tower Sponsor or Tower Board, if such a request is a Tower Unit Financeability Requirement. Any such additional incremental expense to the Condominium that is undertaken at the reasonable request of any such Person on account of a Tower Unit Financeability Requirement shall be borne entirely by the Base Section or the Tower Section (whichever of the two on behalf of which the request was made); however, such expense shall become a General Common Expense and shall be allocated to all Units pro rata in accordance with their Common Interests following the offer for sale of Units in the previously non-subdivided Unit (the foregoing, the "Tower Expense Ratio"). Any dispute regarding anything contained in this Section 2.2.7(b) shall be resolved by Arbitration.

(c) The Tower Board and each of the Base Unit Owners shall have the power to unilaterally terminate their Managing Agent for cause (as defined in and/or subject to the terms of the then applicable management agreement), with regard to the Base Unit Owner's Unit, provided that such Base Unit Owner desiring to terminate the Managing Agent for cause shall deliver to the Condominium Board and the other Base Unit Owners a written notice detailing the basis upon which such Base Unit Owner intends to terminate the Managing Agent no later than ten (10) days prior to the date upon which such termination occurs, and any dispute as between the Base Unit Owners as to whether cause exists shall be resolved in Arbitration.

2.2.8 Board as Agent. Any action required or permitted to be taken pursuant to the provisions of the Condominium Documents by a Tower or Sub-Board or a Master Unit Owner, shall, if required by applicable Laws, be taken by such Tower or Sub-Board or such Master Unit Owner in the name of the Condominium Board, which shall, upon request (at the sole expense of such Tower or Sub-Board or Master Unit Owner, as applicable, making such

request or taking such action), execute, acknowledge and deliver any and all instruments, documents or applications in connection therewith; provided, however, that: (i) no such action shall be taken in the name of the Condominium Board except upon at least fifteen (15) Business Days' advance notice delivered to each Board and Master Unit Owner (unless such action is required in connection with an Emergency, in which event only such prior notice as is practicable under the circumstances (which may be, but shall not be presumed to be, none) shall apply and if no prior notice is given, notice shall be given promptly thereafter), which notice shall specify the action proposed to be taken, the grounds upon which such Tower or Sub-Board or Master Unit Owner as the case may be is entitled to take such action, and shall include complete and accurate copies of all documents proposed to be executed or filed in connection with the exercise of the rights provided in this Section 2.2.8; and (ii) the Tower or Sub-Board or Master Unit Owner making such request or taking such action shall, subject to the provisions of Section 2.11, indemnify and hold harmless all other Master Unit Owners and Boards from and against all Costs resulting therefrom or incurred in connection therewith.

2.2.9 Borrowing by the Condominium Board.

(a) Subject to sub-section 2.2.2(k) of these Condominium By-Laws, the Condominium Board shall have the power to borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of, or the making of Repairs or Alterations of, the General Common Elements or otherwise in connection with any permitted action or activity of the Condominium Board, provided, however, that no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant Common Interest without the prior written consent of the owner of such Unit, or on the General Common Elements without the consent of all Unit Owners. The powers and rights of a Tower or Sub-Board to borrow money pursuant (and subject) to the provisions of such Board's Tower or Sub-By-Laws is not limited or impaired by the foregoing.

(b) All such borrowing by the Condominium Board shall be by and in the name of the Condominium, and shall expressly provide that no individual Unit Owner (or shareholder, member, director or officer thereof) or Board Member shall be liable (primarily or otherwise) therefor in any respect (including, without limitation, for any fees, expenses, or other liabilities or obligations accruing or to be performed thereunder) unless specifically agreed to in writing by such Unit Owner or Board Member.

(c) Any such debt incurred by the Condominium Board may be secured by future income and Common Charges in which event the Common Charges shall be deemed trust funds for the purpose of paying such debt. If any sum borrowed by the Condominium Board pursuant to the authority contained in subsection 2.2.2(k) or this subsection 2.2.9 is not repaid by the Condominium Board, a Unit Owner who pays to the creditor such proportion thereof as its interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements, shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor has filed or has the right to file against such Unit Owner's Unit, and all loan documentation entered into by or on behalf of the Condominium Board shall specifically so provide.

2.2.10 Insurance Requirements. Subject to the applicable terms of the Declaration and these Condominium By-Laws, the Condominium Board shall make all determinations and take all actions necessary to cause the insurance requirements set forth in Article 11 hereof with respect to the Condominium and Condominium Board to be complied with.

2.3 Number and Terms of Office of Board Members.

2.3.1 During the Initial Control Period, the Declarant shall appoint three (3) Board Members to the Condominium and Tower Boards.

2.3.2 After the end of the Initial Control Period, the Condominium Board shall consist of five (5) members; one member appointed by the owner of each of the three Rental Units, one member appointed by the Tower Board, and one member appointed by the Commercial Unit Owners. The entity appointing a Board member shall be referred to as a "Designator". Except as otherwise provided in the Condominium Documents, all designations (and substitutions and further designations) which are provided for in the Declaration or these Condominium By-Laws shall be in writing and shall include an address specified for notice to such designated Board Member. Subject in all events to the provisions of Section 2.4 below, and, as applicable, the provisions of the Tower By-Laws with respect to Condominium Board Members designated by the Tower Board and the provisions of the Base By-Laws (if any) with respect to the Condominium Board Members designated by the Base Board (as applicable), the term of each Board Member designated from time to time shall expire annually on the anniversary of such Board Member's designation; and, subject to the other provisions of this Section 2.3, the replacement for each such Board Member, which may be the same person, shall be made by such Board Member's Designator. There shall be no limit on the number of terms of office, successive or otherwise, that a Board Member may serve. Notwithstanding the expiration of the term of office of a member of the Condominium Board, such member shall serve until a successor has been designated.

2.3.3 Except for any member designated by Declarant or its designee or designated by the Non-Tower Unit Owners, all members of the Board must be: (i) individual Unit Owners or Permitted Mortgagees (as hereinafter defined) of Units; (ii) partners or employees of a partnership owning, or holding a mortgage encumbering, a Unit; (iii) officers, directors, stockholders or employees of corporate owners or corporate Permitted Mortgagees of Units; (iv) members or employees of a limited liability company owning or holding a Permitted Mortgage; (v) fiduciaries or beneficiaries who are Unit Owners or Permitted Mortgagees of Units (or directors, officers, stockholders or employees of corporate fiduciaries or partners or employees of partnership fiduciaries); (vi) adult family members (as defined in Section 8.7) or spouses of any of the foregoing individuals; or (vii) individuals designated by a sovereign government, consulate or other similar entity that is a Unit Owner or a Permitted Mortgagee of a Unit. Other than Board Members designated by Sponsor or its designee, no Board member shall continue to serve after he or she ceases to be qualified as set forth above. As used herein, the term "Permitted Mortgagee" means the holder of any mortgage of a Unit or Units which is permitted to be placed thereon in accordance with these By-Laws ("Permitted Mortgage").

2.4 Resignation and Removal.

2.4.1 Any Board Member may resign at any time by notice given to the President or Secretary of the Condominium Board and to such Board Member's Designator. Any such resignation shall take effect at the time specified in such notice and, unless specifically requested, acceptance of such resignation shall not be necessary for the effectiveness thereof.

2.4.2 Any Board Member may be removed from office with or without cause, only by the Designator of such Board Member. In the event of any removal described in the immediately preceding sentence, whether with or without cause, the Designator of such Board Member shall have the sole right to designate the replacement of such member.

2.4.3 In no event shall any Unit Owner (or its proxy) or another interested party be eligible for election to the Board, and any such Unit Owner (or its proxy) or other party may be removed as a Board Member by a majority vote of the other Board Members, if (i) such Unit Owner or the owner of the Unit is then in arrears for more than two months, beyond any applicable grace period, in the payment of Common Charges or any other amounts required by the Board to be paid or (ii) the Unit Owner's Unit is offered for sale. In addition, no member of the Board (or his or her proxy) may continue to participate as a member thereof after the Board has perfected a lien against his or her Unit for a Monetary Default or a Non-Monetary Default, for so long as such lien remains unsatisfied.

2.5 Vacancies on Condominium Board. The vacancy of a Board Member's seat on the Condominium Board shall be filled only by designation of the Designator of the member who resigned.

2.6 Initial Meeting of Condominium Board; Regular and Special Meetings.

2.6.1 Within no more than thirty (30) days following the initial recording of the Declaration in the Register's Office, each Designator shall designate its Board Member(s) by notice given to each other Designator and the first meeting of the Condominium Board shall take place.

2.6.2 Thereafter, regular meetings of the Condominium Board may be held at the office of the Managing Agent or at such time and place in the Borough of Brooklyn as shall be determined by the Condominium Board from time to time but at least quarterly. Notice of regular meetings shall be given to each Board Member by the President, Vice President or Secretary of the Condominium Board or by the Condominium's Managing Agent, at least thirty (30) days prior to the day fixed for such meeting which notice shall state the date, time and place (in the Borough of Brooklyn) and shall include an agenda therefor.

2.6.3 Special meetings of the Condominium Board may be called by the President or Vice President of the Condominium or by any Board Member in Good Standing, in each case by giving at least ten (10) Business Days' prior notice to each Board Member, which notice shall state the date, time, place (in the Borough of Brooklyn) and purpose (including the agenda) for the meeting.

2.7 Principal Offices of Condominium Board. The principal office of the Condominium Board shall be located either within the Property or at such other place in the Borough of Brooklyn as may be designated from time to time by the Condominium Board.

2.8 Waiver of Notice. Any Board Member (or his or her proxy) may at any time waive notice of any Condominium Board meeting in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board Member (or his or her proxy) at any meeting thereof shall constitute a waiver by such member of notice of the time and place thereof. If all the Board Members (or their proxies) are present at any meeting of the Condominium Board, no notice shall be required and any business may be transacted at such meeting.

2.9 Determinations by Condominium Board; Quorum.

2.9.1 Except as otherwise set forth in Section 2.9.3, all determinations of the Condominium Board shall be made at an in person or virtual meeting of the Condominium Board at which a quorum thereof is Present In Person. At any meeting of the Condominium Board, a majority of the members thereof shall constitute a quorum. Except as may otherwise be required by any Law, these Condominium By-Laws and/or the Declaration, the votes of a majority of such members present (a "Majority Member Vote"), shall constitute the decision of the Condominium Board.

2.9.2 If at any Condominium Board meeting a quorum (as defined in Section 2.9.1 hereof) does not exist, a majority of those present may adjourn the meeting from time to time to a time, in each case specified on at least ten (10) Business Days' notice to the Board Members not Present in Person, until a quorum shall exist. At any such adjourned meeting at which a quorum (determined as aforesaid) exists, any business which might have been transacted at the meeting originally called may be transacted without further notice.

2.9.3 A Board Member or Members shall be deemed "Present in Person" at a meeting of the Condominium Board if such Board Member(s) or its/their proxy (as described in this Section 2.9) is/are: (i) physically present; or (ii) participating by means of Zoom, a conference telephone call or other electronic device by means of which all persons participating in such meeting can hear one another's voice. Notwithstanding anything to the contrary contained herein, any action permitted or required to be taken at a meeting of the Condominium Board, may be taken without a meeting if all Board Members consent thereto in writing.

2.9.4 In the event the Condominium Board or its designee shall own any Unit which the owner of which on its own is otherwise entitled to designate one or more Board Member(s), then the Condominium Board shall not designate a Board Member to vote on behalf of (or otherwise in connection with) such Unit but all Board Members, if any, which such Unit Owner would otherwise have designated shall be deemed Present in Person for quorum purposes and the vote(s) of such Board Member(s) which would otherwise have been designated shall be deemed cast pro rata in accordance with the vote(s) of the remaining Board Members for all purposes.

2.9.5 Board Members shall be entitled to vote by proxy at any meeting of the Condominium Board, and all references herein and in the Declaration and/or these Condominium By-Laws to votes by Board Members shall be deemed to be references to votes by Board Members or their properly designated proxies. The designation of any such proxy shall be made in a signed and dated writing to the Secretary of the Condominium and shall be revocable at any time as provided at Law or by notice actually delivered to such Secretary by the Unit Owner or the Tower Board which had made the designation; provided, however, that no designation to act as a proxy shall be effective for a period in excess of twelve (12) months (except that the designation of a Board Member by a Registered Mortgagee pursuant to clause (i) of the first sentence of Section 13.3(f) hereof shall be effective until the Secretary of the Condominium shall have received written notice from such Registered Mortgagee of the first of the following events to occur: (i) the revocation of such designation by such Registered Mortgagee; (ii) the satisfaction of record of such mortgage; and (iii) the release of the encumbered Unit from the lien of such mortgage).

2.9.6 The Presence in Person or by proxy of at least one Member designated by a Base Unit Owner (or, following a subdivision of a Base Unit, by the Base Board) and a Member designated by the Tower Board shall at all times be required for a quorum of the Condominium Board.

2.9.7 The Condominium Board Member(s) appointed or designated by any General Common Charge Obligor that is in default in payment of Common Charges to the Condominium Board more than twice in any twelve-month period or any one time for more than 45 days in any 12 month period after notice and an opportunity to cure shall, for so long as such default continues lose its vote on the Board and the right of its Unit Owners and Occupants within the applicable Master Unit or Section (without diminishing their obligation to pay Common Charges), to the extent permitted by Law, to use the Shared Amenities; provided, however, that the applicable General Common Charge Obligor shall have the right to contest any such default. The Tower Board shall have the right to suspend the rights of any Unit Owner or Occupant within its Section in the event of a default by such Unit Owner (or such Occupant's applicable Unit Owner) in the payment of Common Charges under the applicable Tower By-Laws.

2.9.8 All meetings of the Condominium Unit Owners or the Condominium Board maybe held virtually through Zoom or other similar technology.

2.10 Compensation. No Board Member shall receive any compensation from the Condominium or the Condominium Board for acting in the capacity of a Condominium Board Member.

2.11 Indemnification of Board Parties.

2.11.1 Business Corporation Law. The indemnification provisions of the New York Business Corporation Law ("BCL") for corporate directors and officers shall apply respectively to the members of the board (each, a "Board Member", collectively, the "Board Members") and officers of the Condominium to the same effect as though the Condominium

were a corporation and the Board Members and officers of the Condominium were respectively a board of directors and officers of such corporation.

2.11.2 Remedies. If a Claim for indemnification under this Article is not paid in full by the Board within thirty (30) days after a written Claim has been received by the Board, the claimant may at any time thereafter bring suit against the Board to recover the unpaid amount of the Claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the reasonable expense of prosecuting such Claim. It shall be a defense to any such action (other than action brought to enforce a Claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Board) that the claimant has not met the standards of conduct prescribed hereunder, but the burden of proving such defense shall be on the Board. Neither the failure of the Condominium Board (including its independent legal counsel or the Unit Owners) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper under the circumstances because he or she has met the applicable standard of conduct set forth herein or in the BCL, nor an actual determination by the Board (including its independent legal counsel or the Unit Owners) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

2.11.3 Insurance. The Board on behalf and as agent of the Unit Owners shall have the power to purchase and maintain insurance to indemnify: (a) the Condominium Board for any obligation which it incurs as a result of the indemnification of Board Members and officers under the provisions of this Article; (b) the Board Members and officers in instances in which they may be indemnified by the Board under the provisions of this Article; (c) the Condominium Board for any obligation which the Board incurs on behalf and as agent of the Unit Owners; and (d) Board Members and officers under any indemnification provided in this Declaration or the By-Laws, a resolution of Unit Owners, a resolution of the Board, or any agreement.

2.11.4 Interpretation. The intent of the foregoing indemnification provisions in this Article is both to provide and to expand upon the indemnification provided by the BCL, as the BCL may from time to time be amended, so as to maintain and continue to attract persons of high quality to serve on the Board as Board Members, officers or in similar capacities.

2.11.5 Notice of Claim or Lawsuit. Promptly after being notified of a Claim or served in a lawsuit for which indemnity is sought (a "Lawsuit"), the indemnified party shall give notice thereof to the Board.

2.11.6 Control of Defense. The Board on behalf and as agent of the Unit Owners, as a Common Expense, shall be entitled: (a) to control the defense, compromise and settlement of such Claim or Lawsuit, provided the indemnified party shall not be adversely affected by the proposed compromise or settlement and shall be fully and unconditionally released and discharged in writing from all liabilities and expenses with respect to such Claim by all claimants or with respect to such Lawsuit by all plaintiffs or petitioners or counter-claimants or cross-claimants (such release and discharge to be in form and content as shall be reasonably approved

by the indemnified party) ("Released Party"); and (b) to choose the attorneys, who shall be reasonably satisfactory to the indemnified party.

2.11.7 Cooperation. The indemnified party shall cooperate fully and make available to the Condominium Board such information and documents under the control or in the possession of the indemnified party as are reasonably related to the defense of the Claim or Lawsuit.

2.11.8 Participation. The indemnified party shall have the right, but not the obligation, at such indemnified party's sole cost and expense, to participate and be represented by separate counsel (chosen by the indemnified party) in the defense, compromise and settlement of the Claim or Lawsuit.

2.12 Committees.

2.12.1 General. The Condominium Board may, subject to such limitations and exceptions as the Condominium Board may prescribe, appoint such committees as the Condominium Board may deem appropriate, each to consist of at least two (2) or more members of the Condominium Board, provided that each of the Board Members designated by the Non-Tower Unit Owners and at least one Board Member designated by the Tower Board shall have the right to serve on such committees to the extent the committee is formed for a purpose which affects (other than to a de minimis extent) them (or in the case of the Tower Board, the Tower Unit Owners), their Unit or the Common Elements (or in the case of the Tower Board, the Tower Section) appurtenant to their Unit. Each such committee, to the extent provided in the resolution which creates it, shall have and may exercise all the powers designated to it by the Condominium Board during the intervals between Condominium Board meetings insofar as may be permitted by applicable Law.

2.12.2 Building Common Elements. The Board members representing the Unit Owners of the Units in 11 Wharf Way shall be designated as the 11WW Committee, the Board members representing the Unit Owners in 478-480 Kent shall be designated as the 478-480 Kent Committee, and the Board members representing the Unit Owners in 482 Kent shall be designated as the 482 Kent Committee. The 11WW Committee, the 478-480 Kent Committee and the 482 Kent Committee are referred to individually as a "BCE Committee" and collectively as the "BCE Committees". Each BCE Committee shall have the authority to make all decisions with regard to their Building's BCE. Such power includes the Condominium Board's power over matters that only affects one Building's BCE and that do not adversely affect any other Building's BCE. The funds expended by a BCE Committee will be the obligation of that Building's Unit Owners. Voting in each BCE Committee will be based on the percentage Common Interest represented by each BCE Committee member in that Building.

2.13 Status of Boards. In addition to the status conferred upon each Board under or pursuant to the provisions of the New York Condominium Act, the Board shall, to the extent permitted by applicable Law, be deemed to constitute a separate unincorporated association for all purposes under and pursuant to the provisions of the General Associations Law of the State of New York, as the same may be amended from time to time. In the event of the incorporation or

organization of any such Board pursuant to the applicable provisions of Section 2.14, the provisions of this Section 2.13 shall no longer be applicable to such Board.

2.14 Incorporation and Organization of Boards. To the extent and in the manner provided in the New York Condominium Act (or as may otherwise be permitted by Law), each of the Condominium Board and Tower or Sub-Board may, by action of such Board as provided in Article 2 of the Condominium By-Laws, or any applicable By-Laws, respectively, be organized as a limited liability company or incorporated under the applicable statutes of the State of New York. In the event that any such Board so organizes or so incorporates, it shall have, to the extent permitted by applicable Law, the status conferred upon it under such statutes in addition to the status conferred upon it under or pursuant to the provisions of the New York Condominium Act. The certificate of incorporation and by-laws of any such resulting corporation or the articles of organization and operating agreement of such resulting limited liability company, as the case may be, shall conform as closely as practicable to the provisions of the Declaration and the applicable set of By-Laws and the provisions of the Declaration and the applicable set of By-Laws shall control in the event of any inconsistency or conflict between the provisions thereof and the provisions of such certificate of incorporation and by-laws or articles of organization and operating agreement, as applicable, and any such certificate, by-laws, articles and agreement shall in all events be subject and subordinate in all respects to the Declaration, the Condominium By-Laws and, with respect to the Base Board and the Tower Board, their applicable By-Laws.

2.15 Condominium Board as Agent of Unit Owners. In exercising its powers and performing its duties under the Declaration and these Condominium By-Laws (and, to the extent applicable, the Base By-Laws and Tower By-Laws), the Condominium Board shall act as, and shall be, the agent of the Unit Owners and Tower Boards, subject to and in accordance with the provisions of the Declaration and these Condominium By-Laws (and, to the extent applicable, the Base By-Laws and Tower By-Laws).

2.16 Affiliate/Prohibited Transactions. Each Condominium Board Member shall perform his or her duties, and shall exercise his or her powers, and the Condominium Board as a whole shall also perform its duties and exercise its powers, in good faith and with a view to the interests of the Condominium and its Unit Owners. To the extent permitted by Law, no contract or other transaction between the Condominium Board and either: (i) any of its members; or (ii) any corporation, partnership, fiduciary, firm, limited liability company, association or other entity in which any of the members of the Condominium Board are officers, directors, shareholders, employees, partners, fiduciaries, beneficiaries, members or principals, or are otherwise interested, pecuniarily or otherwise, shall be deemed either void or voidable because either: (a) any such Condominium Board Member was present at the meeting or meetings of the Condominium Board during which such contract or transaction was discussed, authorized, approved or ratified, or (b) the vote of any such Board Member was counted for such purpose; provided, however, that either: (1) the fact thereof is disclosed to, or known by, the Condominium Board or a majority of the members thereof and noted in the minutes thereof, and the Condominium Board shall authorize, approve or ratify such contract or transaction in good faith by a vote of a majority of the entire Condominium Board, less the number of such members involved in such contract or transaction; or (2) the fact thereof is disclosed to, or known by, a

majority of Unit Owners and a majority of Unit Owners, present at a duly constituted meeting, shall in good faith authorize, approve or ratify such contract or transaction less the number of such Unit Owners who are also such members involved in such contract or transaction; and (3) the contract or transaction is commercially reasonable to the Condominium Board at the time the same is authorized, approved, ratified, executed or otherwise consummated. Any such members of the Condominium Board may be counted in determining the presence of a quorum of any meeting of the Condominium Board or of the Unit Owners which authorizes, approves or ratifies any such contract or transaction, but no such member shall be entitled to vote thereat in order to authorize, approve or ratify such contract or transaction.

2.17 Enforcement Generally. The Condominium Board shall enforce the terms and conditions of the Declaration and these Condominium By-Laws in a uniform and non-discriminatory manner.

ARTICLE 3
UNIT OWNERS

3.1 Annual Meetings. No annual meeting of all Unit Owners (a "Unit Owners Meeting") shall be required to be held unless required, in each case, by applicable Law, in which event any such meeting so required to be held shall be held on the date specified by the Condominium Board.

3.2 Place of Meetings. All Unit Owners Meetings required or permitted to be held, if any, shall be held at the principal office of the Condominium or at such other place in the Borough of Brooklyn as may be designated from time to time by the Condominium Board with the consent of all Board Members.

3.3 Special Meetings. The President or the Vice President of the Condominium shall call a special Unit Owners Meeting if so directed by (1) unanimous resolution of the Condominium Board; (2) the written request of a Master Unit Owner (but the Tower Board shall not exercise this right except subject to clause 3 which follows); or (3) a petition signed and presented to the Secretary of the Condominium from the Secretary of the Tower Board certifying that a vote in favor of such petition was approved, by Tower Units constituting not less than fifty percent (50%) in number and proportionate Common Interest of the total Tower Units in such Section. Notwithstanding the foregoing, under no circumstances without the unanimous consent of the Master Unit Owners, shall a special Unit Owners Meeting occur more than once in any twelve month period. Each such resolution, written request or petition shall state, in reasonable detail, the purposes for calling such Unit Owners Meeting.

3.4 Notice of Meetings and Actions Taken. Notice of annual or special Unit Owners Meetings (in each case, if any) shall be given by the Secretary of the Condominium to all Unit Owners of record at their address at the Condominium (or at such other address as any Unit Owner has designated by notice given to the Secretary of the Condominium at least forty-five (45) days prior to the giving of notice of the applicable meeting). Each such notice shall state the purpose(s) of the meeting and the date, time and place (in the Borough of Brooklyn) where it is to be held, and no business shall be transacted at such meeting except as stated in the notice. All

notices hereunder shall be given at least ten (10) Business Days prior to the date fixed for the meeting. However, if the business to be conducted at any Unit Owners Meeting shall include consideration of a proposed amendment to the Declaration or to these Condominium By-Laws which requires a vote of the Unit Owners at such a meeting, the notice of such meeting shall be given to all Unit Owners, Registered Mortgagees, Base Unit Mortgage Representatives and Tower Unit Mortgage Representatives at least thirty (30) days prior to the date fixed for such meeting and such notice shall be accompanied by a copy of the text of such proposed amendment. Except as otherwise expressly set forth in the Declaration or these Condominium By-Laws, the Condominium Board shall have the exclusive right to vote on the matters and take the actions delegated to it by the Condominium Documents.

3.5 Quorum.

3.5.1 Except as otherwise provided in these Condominium By-Laws, the Presence in Person or by proxy of Unit Owners representing more than 50% in both number and in Common Interest of all Unit Owners shall constitute a quorum at all Unit Owners Meetings.

3.5.2 Subject to Section 3.5.1, if at any Unit Owners Meeting a quorum does not exist, the Unit Owners who are present at such meeting, either in person or by proxy, may act by majority vote to adjourn the meeting and reconvene at a time (specified on at least ten (10) Business Days' notice to the absent Unit Owners). At any such adjourned and reconvened Unit Owners Meeting at which a quorum (determined as aforesaid) exists, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.6 Order of Business. The order of business at all annual Unit Owners Meetings, if any, shall be as follows:

(a) Call to order.

(b) Proof of notice of meeting.

(c) Reading of minutes of preceding meeting, if any.

(d) Reports of officers, if any.

(e) Reports of Board Members.

(f) Reports of committees, if any.

(g) Unfinished business.

(h) New business.

(i) Adjournment.

3.7 Voting at Unit Owners Meetings.

3.7.1 Each Unit Owner in Good Standing, or a person designated by each such Unit Owner to act as proxy on its behalf and who need not be a Unit Owner, shall be entitled to cast the votes appurtenant to such Unit Owner's Unit (determined on a Common Interest basis, as set forth in 3.7.4 below), at all Unit Owners Meetings, if any. The designation of any such proxy shall be made in a signed and dated writing to the Secretary of the Condominium and shall be revocable at any time by notice actually delivered to such Secretary by the Unit Owner which had made the designation; provided, however, that no designation to act as a proxy shall be effective for a period in excess of twelve (12) months. If a Registered Mortgagee is entitled to vote at a Unit Owners Meeting pursuant to clause (ii) of the first sentence of Section 13.3(f) hereof (which vote may be by proxy), such Registered Mortgagee shall continue to so vote until the Secretary of the Condominium shall have received written notice from such Registered Mortgagee of the first of the following events to occur: (i) the revocation of such designation by such Registered Mortgagee; (ii) the satisfaction of record of such mortgage; and (iii) the release of the encumbered Unit from the lien of such mortgage. A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity. Except as otherwise provided herein or in the Declaration or as otherwise required by Law, a majority of votes duly cast at any Unit Owner's Meeting at which a quorum is present or is not required shall be binding.

3.7.2 If two (2) or more Persons own a Unit, they shall designate one (1) Person amongst them to vote the Common Interest appurtenant to their Unit in a writing given to the Secretary of the Condominium, and the vote of such designee shall be binding upon such Persons. Failing such a designation, all of such Persons shall mutually vote such Common Interest under one ballot, without division, and the concurrence of such Persons shall be conclusively presumed if any one of them purports to vote such Common Interest without protest being made contemporaneously to the party presiding over the meeting at which such vote is taken. From and after the day such protest is made until the dispute with respect thereto is resolved (which dispute shall be resolved in Arbitration), the Common Interest of such Unit shall not be voted; provided, however, that (i) such Unit shall be counted solely for determining whether a quorum is present for such voting and (ii) such protest shall not nullify any vote made by any such Person on behalf of such jointly-owned Unit prior to such protest being made.

3.7.3 At Unit Owners Meetings, the Condominium Board (or its designee) shall not be entitled to vote the Common Interest appurtenant to any Unit owned by the Condominium Board (or such designee) on behalf of all Unit Owners, however, the Unit Owners of such Unit shall be deemed Present in Person for quorum purposes and the vote(s) appurtenant to such Unit(s) shall be deemed cast pro rata in accordance with the vote(s) of the remaining Unit Owners for all purposes.

3.7.4 Except as otherwise set forth herein or in the Declaration, at all Unit Owners Meetings, if any, each Unit Owner (or its proxy) entitled to vote thereat shall be entitled to cast one vote for each 0.0001% (rounded off to the nearest 0.0001%) of Common Interest attributable to its Unit or Units. If a matter requires the consent of a Unit Owner prior to its being approved by the Condominium Board, then such action, if and when raised at a Unit Owners Meeting, shall require the consent of such Unit Owner.

3.7.5 Any Unit Owner that is in default in payment of Common Charges to the Condominium Board (if it is a General Common Charge Obligor) or otherwise to the Tower Board, in each case, more than twice per a twelve-month period or any one time for more than forty-five (45) days in any twelve (12) month period after notice and an opportunity to cure shall, for so long as such default continues, to the extent permitted by Law, shall not have the right to vote at Unit Owner Meetings (but shall continue to be counted for quorum purposes). The foregoing does not prejudice the right of a Unit Owner, if any, to dispute a default.

3.7.6 "Unit Owner in Good Standing" means as of any given date, a Unit Owner with respect to which or whom no Monetary Event of Default or Non-Monetary Default under the Condominium Documents has occurred and is continuing at the time in question after any required notice and beyond all applicable cure periods. Whether or not so expressed, each reference in the Condominium Documents to a required vote of the Unit Owners, shall mean the required proportionate vote of Unit Owners in Good Standing.

3.8 Voting By Certain Unit Owners or Groups of Units. Whenever a particular percentage of Common Interest must be reached for voting purposes and such required percentage is described in terms of a specified group of Unit Owners (e.g., "fifty percent (50%) in Common Interest (or number of Units) of all Tower Unit Owners") as opposed to all Unit Owners as a whole, such required percentage shall mean a percentage in terms of the total Common Interests attributable to all Unit Owners within such specified group and not the percentage of Common Interests attributable to all Unit Owners. Notwithstanding anything contained herein to the contrary, if at any time, whether under the Condominium Documents or applicable Laws, a vote of all Unit Owners is required on any matter, and a Board is in place for a particular Section at such time, the Board of such (or each) Section shall separately conduct such voting of the Unit Owners within its respective Section and shall have sole responsibility for reporting the results of such voting to the Condominium Board for purposes of determining the vote of the Unit Owners at large.

ARTICLE 4
OFFICERS

4.1 Designation. The principal officers of the Condominium shall be a President, a Vice President, a Secretary and a Treasurer thereof, all of whom shall be elected by the Condominium Board. The Condominium Board may elect one or more Assistant Vice Presidents, Assistant Treasurers and Assistant Secretaries and such other officers as in its judgment may be desirable. Nothing herein shall preclude any officer of a Tower or Sub-Board from also being an officer of the Condominium or any officer of the Condominium Board from also being an officer of a Tower or Sub-Board, if otherwise qualified under the terms of these Condominium By-Laws, and the applicable By-Laws; and any Condominium Board Member may also be an officer of the Condominium. An officer of the Condominium need not be a Unit Owner or have any interest therein or be a member of the Condominium Board.

4.2 Election of Officers. The officers of the Condominium shall each be elected annually by a majority vote of the Condominium Board (including at the first meeting thereof)

and at any other meeting as may be required to fill a vacancy, and shall serve at the pleasure of the Condominium Board.

4.3 Resignation and Removal of Officers. Any officer may resign at any time by notice given to the Condominium Board; such resignation shall take effect at the time specified in such notice and, unless specifically requested by the resigning officer, acceptance of such resignation shall not be necessary to make such resignation effective. Upon a majority vote at a regular meeting of the Condominium Board, or at a special meeting of the Condominium Board called for such purpose, at which a quorum is present, any officer may be removed, either with or without cause, and his or her successor shall be elected.

4.4 President. The President of the Condominium shall be the chief executive officer of the Condominium and shall preside at all Unit Owners Meetings and at all meetings of the Condominium Board. The President shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York.

4.5 Vice President. The Vice President of the Condominium shall take the place of the President under whom he or she serves and shall perform the duties of the President whenever the President shall be absent or unable to act. If both the President and the Vice President of the Condominium are unable to act, the Condominium Board shall appoint some other Condominium Board Member to act in the place of such President and Vice President on an interim basis. The Vice President shall also perform such other duties as, from time to time, shall be imposed by the Condominium Board or by the President.

4.6 Secretary. The Secretary of the Condominium shall keep the minutes of all Unit Owners Meetings, if any, and of all meetings of the Condominium Board. The Secretary shall have charge of such books and papers as the Condominium Board shall direct and, in general, shall perform all of the duties incident to the office of secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

4.7 Treasurer. The Treasurer shall have the care and custody of the funds and securities of the Condominium, and shall be responsible for keeping full and accurate financial records and books of account thereof showing all receipts and disbursements necessary for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all funds and other securities in the name of the Condominium Board (or in the name of the managing agent or manager appointed by the Condominium Board) in such depositories as may from time to time be designated by the Condominium Board and shall, in general but subject to the proviso clause of the first sentence of Section 4. 8 below, perform all of the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

4.8 Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by the President or Vice-President, acting alone, or by any other two officers thereof or by such other person or persons as may be designated by the Condominium Board. In addition to the foregoing, the Condominium Board

may authorize the Managing Agent serving on its behalf to execute checks, provided that the expenditures, and the Managing Agent's paying for same, have been approved in advance by resolution of the Condominium Board or have been authorized by two officers of the Condominium (and in all events are consistent with the provisions of the Declaration and these Condominium By-Laws with respect to permissible expenditures).

4.9 Compensation of Officers. Except as otherwise determined by a unanimous vote of the Condominium Board, no officer of the Condominium shall receive any compensation for acting as such.

4.10 Liability of Officers. To the extent permitted by applicable Law, no officer of the Condominium shall have any personal liability with respect to any contract, act or omission of the Condominium, the Condominium Board or its members or officers, or of any Managing Agent or manager, building engineer, superintendent or employee in connection with the affairs or operation of the Condominium (except to the extent arising from such officer's bad faith, gross negligence or willful misconduct) including, without limitation: (i) any failure or interruption of any utility or other services to be obtained by, or on behalf of, any such officer or to be paid for as a General Common Expense; or (ii) any injury, loss or damage to any individual or property, occurring in or upon either a Unit or any Common Element, which is either: (a) caused by the elements, by any Unit Owner or by any other individual; (b) resulting from electricity, water, snow or ice that may leak or flow from a Unit or any portion of any Common Element; or (c) arising out of theft or otherwise. The Condominium shall indemnify each officer of the Condominium against all Costs arising out of such officer's service in such capacity, except those matters arising out of such officer's bad faith, gross negligence or willful misconduct.

ARTICLE 5
NOTICES

5.1 Notices. Except as otherwise expressly provided in the Declaration or these Condominium By-Laws, all requests, notices, reports, demands, approvals and other communications required or desired to be given pursuant to the Declaration and/or the Condominium By-Laws shall be in writing and shall be delivered: (a) if to any of the Boards or Master Unit Owners, in person or sent to the principal office of the applicable Board or such Master Unit Owner, as the case may be (or to such other address as: (i) the applicable Board may designate from time to time, by notice in writing to the other Boards and such other Master Unit Owners; and (ii) each such Master Unit Owner may designate from time to time, by notice in writing to each Board and to each other such Unit Owner); and a duplicate shall be sent in like manner to the managing agent of the Base Units (after subdivision of a Base Unit), and of the Tower Section, if any; (b) if to a Base Unit Owner, in person or sent to the address of such Master Unit Owner at the Buildings, or to such other address as may have been designated by such Master Unit Owner from time to time in writing to the applicable Tower Board; (c) if to a Tower Unit Owner, in person or sent to the address of the Tower Board, which shall then distribute such notice to the applicable Tower Unit Owner; (d) if to a Condominium Board Member, to the address of such Board Member as shall be specified in the written designation thereof by such individual's Designator (provided that, failing such specification, the address of

such Designator shall be deemed to be the specified address for such Board Member), or to such other address as may have been designated by such Board Member from time to time in writing to the Secretary of the Condominium Board and to the other Condominium Board Members; and (e) if to the Registered Mortgagees, Base Mortgage Representatives and Tower Mortgage Representatives, either delivered in person or sent to their respective addresses, as designated by them from time to time in writing to the Condominium Board or the Tower Board, as the case may be. All notices delivered in person (to the extent permitted herein) shall be deemed to have been given when delivered in person. Unless other means of giving certain notices are specifically required or permitted pursuant to the Condominium Documents, all notices which are "sent" shall be sent either (x) by registered or certified mail, return receipt requested, and shall be deemed to have been given three (3) days after deposit in a depository maintained by the U.S. Postal Service in a postage prepaid sealed wrapper or (y) by nationally recognized overnight courier service and shall be deemed to have been given the first Business Day (for domestic delivery) and the third Business Day (for international delivery), after deposit with an overnight courier service, provided that notices of change of address shall in all events be deemed to have been given when received.

5.2 Waiver of Service of Notice; Consent to Other Notices. Whenever any notice is required to be given by applicable Law or the Condominium Documents, a waiver thereof in writing, signed by the Person or Persons entitled to such notice, whether before or after the time stated therein, shall be deemed effective as a waiver thereof and no such notice shall be required. Additionally, any Person may consent (with respect to notices given to it) to additional means of service including, without limitation, transmission by facsimile or electronic means. Such consent, if given, shall in all events be in writing and given and treated as if the same were a change of address (as described in Section 5.1 above). With respect to notices given by facsimile, the transmission shall be to a telephone number designated for such purpose. Notices sent by facsimile shall be deemed to have been given upon receipt by the sender of a signal from the equipment of the Person served confirming that the transmission was received. A Person may change or rescind a facsimile telephone number by giving notice thereof to the Condominium Board and any Tower or Sub-Board (or Master Unit Owner if such Master Unit has not been subdivided). With respect to notices given by electronic transmission (*e.g.*, e-mail), the transmission shall be in a manner authorized by the Person consenting to such transmission. The foregoing provisions of this Section 5.2 are intended to facilitate additional means of notification and shall not be construed to permit any Person to refuse receipt of any notices given in any of the manners specified in Section 5.1.

5.3 Notices by a Subdivided Base Unit Owner or Tower Unit Owner to its Applicable Tower Board. Notwithstanding anything contained in this Article 5, all notices required or desired to be given by a Subdivided Base Unit Owner or a Tower Unit Owner to such Subdivided Unit Owner's applicable Tower Board or to another Subdivided Unit Owner within such Subdivided Unit Owner's Section shall be given in the manner prescribed in the applicable Tower By-Laws; however, any additional or duplicate notices required thereunder to be given to any Board and/or any other Subdivided Unit Owner in such Section shall be given in any of the manners herein provided.

5.4 Record of Addresses. The Condominium Board shall keep and maintain correct, current and complete records containing the names and addresses of all Condominium Board Members (and their proxies, if any), each Master Unit Owner, the Base Board (and its members), the Tower Board (and its members), Registered Mortgagees, Base Mortgage Representatives, and Tower Mortgage Representatives. The foregoing records shall be in written form or in any other form capable of being converted into written form within a reasonable time. A Condominium Board Member, a Unit Owner, the Base Board, the Tower Board, any Registered Mortgagee or Base Unit Mortgage Representative or Tower Unit Mortgage Representative shall have the right to examine in person or by agent or attorney, during usual business hours on Business Days, such records and, at such Person's expense, to make extracts or copies therefrom (including electronic copies to the extent such records are in electronic form) for any purpose reasonably related to such Person's interest in the Condominium.

ARTICLE 6
OPERATION OF THE PROPERTY

6.1 Determination of Common Expenses and Fixing of Common Charges

(a) The Board shall from time to time, and at least annually, prepare or cause to be prepared, a budget setting forth its projections of the costs and expenses associated with the Repair, Maintenance, care, upkeep and operation of, and any Alteration to, the General Common Elements, the provision of services to Unit Owners and the business and affairs of the Condominium (collectively, the "Common Expenses") for the next fiscal year. The Common Expenses shall include, among other things, (i) the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board pursuant to the provisions of Article 12 hereof, (ii) costs incurred by a Responsible Owner in connection with Common Element Work, including without limitation, ongoing maintenance, a Required Capital Improvement and an Elective Capital Improvement; (iii) each Building's Common Expenses and the obligations of the Unit Owners in that Building to share the cost of those Building Common Expenses will be determined by that Building's BCE Committee; (iv) costs incurred by the Board in connection with and related to Local Law 11 Work; (v) costs and expenses incurred in connection with exercising the Board's rights and fulfilling the Board's and Unit Owners' obligations of to the POA and the POA's obligations under the Restrictive Declaration; (vi) such other expenses described in the Declaration and these By-Laws as Common Expensesl and (vii) such amounts as the Board may deem proper for the operation and maintenance of the General Common Elements, including, without limitation, an amount for working capital, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the Common Expenses for any prior year. The Board will allocate and assess charges (such charges, together with all such other amounts denominated or payable as common charges in or under the Declaration or these By-Laws, being collectively referred to herein as the "Common Charges") among the Units for purposes of paying Common Expenses in accordance with the terms herein.

(b) Except as otherwise set forth herein or on Exhibit E annexed hereto and made a part hereof, which sets forth the allocation percentages for certain Common Expenses, Common Charges shall be allocated to each Unit Owner in accordance with the proportionate Common Interest applicable to such Unit Owner's Unit. In addition to allocating

Common Charges in accordance with the Unit's Common Interest, the Condominium Board shall have the right to base Common Charges upon other such equitable allocation methodologies (e.g., survey, demand load, submetering, usage, etc., both projected and actual, which shall be reevaluated each fiscal year).

(c) Expenditures may be made only pursuant to a Budget approved by the Board (unless the Board agrees otherwise by appropriate vote) except for expenditures: (i) which must be made by reason of an Emergency; (ii) required by Law; or (iii) in connection with Common Element Work performed by a Responsible Owner and made in accordance with the terms herein. The Board shall advise the Unit Owners, promptly, in writing, of the amount of Common Charges payable by each of them, respectively, as determined by the Board, as aforesaid, and shall furnish copies of each budget on which the Common Charges and Common Expenses are based, to the Unit Owners (and their respective Recognized Mortgagees if so requested in writing to the Board by a Recognized Mortgagee (with the Recognized Mortgagee of Declarant at the time the Condominium was created to be deemed to have so requested same in writing to the Board)).

(d) In the event any costs and expenses (whether or not set forth in the proposed operating budget for any year and whether or not anticipated) are paid or payable by the Board but are attributable solely to the Repair, Maintenance and operation of a Unit (or a Limited Common Element appurtenant thereto), including, without limitation, curing violations or actions taken to comply with applicable Law with respect to such Unit), all such costs and expenses shall be (x) deemed to be "Unit Owner Expenses" (and not Common Expenses), (y) borne solely by the Unit Owner of such Unit or the Unit Owner having an interest in such Limited Common Element and (z) payable by such Unit Owner within five (5) days after receipt of an invoice therefor from the Board or the managing agent or other party to whom such payment is due. The Board shall have all rights and remedies for the collection of Unit Owner Expenses as are provided herein for the collection of Common Charges.

(e) In the event that a Budget is not adopted by the Board as and when required, then, until such adoption, the Budget in effect for the then concluding (or concluded) fiscal year, increased by (i) fixed or anticipated increases in expenditures for applicable Non-Discretionary Expenses and (ii) the CPI Increase Factor (defined herein), shall remain in effect (such budget, adjusted as aforesaid, a "Carryover Budget"). The foregoing provision is in lieu of Arbitration. "Non-Discretionary Expenses" means all costs attributable to insurance coverage; costs under previously executed multi-year contracts with third-parties; labor costs for Condominium employees, if any; taxes and other governmental charges; utilities; compliance with Laws and insurance requirements; amounts payable to the Condominium's managing agent under the terms of its management agreement; actions that the Board is required to take under the Condominium Documents; and all existing contractual requirements.

(f) While it is initially anticipated that monthly Common Charges will equal approximately 1/12th of the total anticipated Common Expenses for a given fiscal year, in order to ensure that Responsible Owners are able to be timely reimbursed for any Common Expenses that they incur on behalf of the other Benefitting Owners, the Board shall have the right to increase monthly Common Charges, in its sole discretion, from time to time. The Board

may also otherwise modify its prior determination of the Common Expenses for a current or new fiscal year so as to increase or decrease the amount of Common Charges payable for such fiscal year or portion thereof; however, no such revised determination of Common Expenses shall have a retroactive effect on the amount of Common Charges payable by Unit Owners for any period prior to the date of such new determination. A prior period's deficit may be included in Common Charges for a subsequent period or paid from a special assessment levied against the Unit Owners.

(g) In addition to the foregoing duty to determine the amount of and assess Common Charges, the Board shall have the right to levy special assessments to meet the Common Expenses (including without limitation, Common Expenses incurred by a Responsible Owner on behalf of Benefitting Owners) ("Special Assessments"). All special assessments shall be levied against all Unit Owners in proportion to: (a) their respective Common Interests (unless such expense relates to a utility, facility or service for which such costs are specially allocated on Exhibit E annexed to the Declaration, in which case the allocations set forth on Exhibit E annexed to the Declaration shall dictate the percentage which each affected Unit Owner pays), or (b) the anticipated benefit(s) to the affected Unit Owners, as reasonably determined by the Board; and all disputes as to whether the foregoing (a) or (b) shall apply, or in the event (b) applies, the allocation made by the Board with respect thereto, shall be resolved in Arbitration. The Board shall have all rights and remedies for the collection of special assessments as are provided herein for the collection of Common Charges.

(h) Common Expenses shall not include those costs incurred by a Unit Owner with respect to its Unit and the Limited Common Elements appurtenant to such Unit Owner's Unit that are the obligation of the Unit Owner under these By-Laws and the Declaration.

(i) Payment of Common Charges. Unit Owners shall be obligated to pay the Common Charges assessed by the Board at such time or times as the Board shall determine. Unless otherwise determined by the Board, Common Charges shall be payable monthly, in advance, on the first day of each month. In no event may a Unit Owner exempt itself from liability for Common Charges by waiving use of any of the Common Elements or by abandoning its Unit.

(j) Liability for Common Charges Upon Sale, Transfer or Conveyance. No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against such Unit Owner's Unit subsequent to a sale, transfer or other conveyance by it of such Unit which is made in accordance with the Condominium Documents, except as expressly provided herein. A purchaser of a Unit shall be liable for the payment of Common Charges accrued and unpaid against such Unit prior to its acquisition thereof, except that, to the extent permitted by Law, a Recognized Mortgagee of a Unit acquiring title to such Unit, whether by sale, deed-in-lieu, or otherwise, shall not be liable for, and such Unit shall not be subject to, a lien for the payment of Common Charges assessed against such Unit subsequent to the recording of such Recognized Mortgage and prior to the acquisition of title to the Unit by such Recognized Mortgagee. In the event of a foreclosure of a Unit by a Recognized Mortgagee (whether by sale, deed in lieu of foreclosure or otherwise) or by the Board of its lien on any Unit for unpaid

Common Charges, if the net proceeds of the foreclosure sale actually received (after deduction of all legal fees, advertising costs, brokerage commissions and other costs and expenses incurred by such Recognized Mortgagee in connection therewith) are insufficient to satisfy the Defaulting Unit Owner's obligations, or if a Unit is acquired by a mortgagee or purchaser in foreclosure, the owner of such Unit prior to the foreclosure sale shall remain liable for the payment of all unpaid Common Charges which accrued prior to such sale, as provided in these By-Laws.

6.2 Determination of Operating Expenses Relating to General Common Elements that are the Obligation of Responsible Owners.

(a) As more particularly described herein, it shall be the obligation of a Responsible Owner to insure and perform Common Element Work to all General or Limited Common Elements that are located within the Building where such Responsible Owner's Unit is located (by way of example only, the Unit Owners in 482 Kent are responsible for making all Repairs and Alterations to the Building Common Elements located within 482 Kent). Additionally, to the extent that a Limited Common Element is not located within any particular Building, the 11 WW Unit Owners shall be deemed the Responsible Owner for such Limited Common Elements (except that the Board shall be responsible for procuring insurance for same in accordance with Article 11 of the Condominium By-Laws to the extent same is identified therein as a Board Insured Common Element). All costs of the Common Element Work shall be a Common Expense which shall be allocated amongst all of the Benefitting Owners in accordance with the percentages set forth on the allocation schedule set forth on Exhibit E annexed to the Declaration.

(b) Each Responsible Owner shall, from time to time, and at least annually, prepare or cause to be prepared a projected budget setting forth (a "Budget"), in reasonable detail, the anticipated expenses for the upcoming fiscal year for those General Common Elements that the Responsible Owner is responsible for, which may include, without limitation, agreements with utility companies, selection of and procuring and maintaining insurance and the selection of contractors or personnel for maintaining all of the General Common Elements that it is responsible for, together with a statement of cash flow timing, and may include as a line item a reserve/contingency to cover any unanticipated expenses that may arise (collectively, the "Proposed Budget"), which Proposed Budget shall be subject to the reasonable approval of a majority of the Benefitting Owners (defined herein) in accordance with the terms herein. If a Responsible Owner is performing the Common Element Work utilizing its own internal staff, there shall be a 10% mark up to such budget line item. The Proposed Budget as approved by the Benefitting Owners shall be referred to herein as the "Approved Budget".

(c) The Benefitting Owner(s) will approve or disapprove (with detail and explanation with respect to any line item of disapproval), by notice to the Responsible Owner, the Proposed Budget within twenty (20) days after delivery by the Responsible Owner. The Responsible Owner shall request approval or disapproval of the Proposed Budget in writing, which written request shall contain a legend in capitalized bold letters on the top of the cover page stating: "THIS IS A REQUEST FOR CONSENT TO A PROPOSED BUDGET UNDER SECTION 6.2 OF THE WILLIAMSBURG WHARF CONDOMINIUM BY-LAWS. YOUR RESPONSE IS REQUESTED WITHIN TWENTY (20) DAYS." If a Benefitting Owner shall

fail to respond in writing to such request, the Responsible Owner shall make a second request for consent, which written request shall contain a legend in capitalized bold letters on the lop of the cover page stating: "THIS IS A REQUEST FOR CONSENT TO A PROPOSED BUDGET OR MODIFICATION OR AMENDMENT THERETO UNDER SECTION 6.2 OF THE WILLIAMSBURG WHARF CONDOMINIUM BY-LAWS. YOUR RESPONSE IS REQUESTED WITHIN FIVE (5) DAYS. YOUR FAILURE TO RESPOND WITHIN SUCH TIME PERIOD SHALL RESULT IN YOUR DEEMED CONSENT TO THE PROPOSED BUDGET OR MODIFICATION OR AMENDMENT THERETO." The failure to respond during such five (5) day period shall be deemed the consent of the Benefitting Owner to the Proposed Budget in question or the applicable amendments or modifications thereto subsequently submitted by the Responsible Owner. Within the response periods provided above, the Benefitting Owner(s) may request: (i) additional information with respect to the Proposed Budget in question or the applicable amendments or modifications thereto subsequently submitted by the Responsible Owner, in which case the Benefiting Owner(s) will be granted an additional five (5) days to respond from the date the Responsible Owner receives such additional information; or (ii) an extension of the time to respond, which extension of time shall not exceed five (5) days from the date of the request. The Responsible Owner will not unreasonably delay or condition its response. Notwithstanding anything to the contrary set forth in the Declaration or these By-Laws, including without limitation, in this Section 6.2, a Benefitting Owner shall only have the right to approve or disapprove of those line item expenses which affect such Benefitting Owner and not any other line items that are not applicable to, and not paid for by, such Benefitting Owner and only a majority of the Benefitting Owners approval is required to approve the Proposed Budget.

(d) If a Benefitting Owner disapproves of any portion of the Proposed Budget, then such disapproval will be accompanied by a description, in reasonable detail, of its specific objection(s). Any dispute regarding approval of the Proposed Budget shall be submitted to Arbitration in accordance with these By-Laws. In case of such a dispute, the Benefitting Owner shall pay its proportionate share of expenses that it was responsible for during the immediately preceding fiscal year, plus the cost of any Non-Discretionary Expenses and emergency expenses (in each case, as determined in good faith by the Responsible Owner). If, upon resolution of the dispute, the payments made by the Benefitting Owner(s) during the resolution of such dispute is greater or less than the estimated costs payable by the Responsible Owner pursuant to the resolution of the dispute, then, promptly after such resolution, a payment adjustment shall be made as described herein. The Benefitting Owner(s) shall communicate any partial approvals of the Proposed Budget promptly to the Responsible Owner.

(e) Prior to the commencement of each fiscal year, each Responsible Owner shall remit the Approved Budget to the Board, and all charges set forth on such Approved Budget shall be Common Expenses and shall be assessed among the Benefitting Owners in accordance with the terms herein and collected by the Board as part of the Common Charges. The Board will true up amongst the Unit Owners amounts due and amounts owed, and shall, as applicable, collect and disburse funds after such true up, to the respective Responsible Owners. In the case that an Approved Budget is not remitted to the Board for the next fiscal year, the Approved Budget from the prior fiscal year shall remain in effect until a new Approved Budget is presented to the Board, provided that same may be increased by any increases to Non-

Discretionary Expenses and emergency expenses (and the Responsible Owner shall provide the Board and other Benefitting Owner(s) with reasonably satisfactory evidence of the increase in such Non-Discretionary Expenses and emergency expenses). In addition, costs incurred by a Responsible Owner relating to Required Capital Improvements that were not set forth in an Approved Budget shall be similarly assessed and collected by the Board and subject to a similar assessment, true up, collection and disbursement as provided above.

(f) As soon as practicable after the end of each fiscal year, and if reasonably possible, within ninety (90) days after the end of each fiscal year, the Responsible Owner shall deliver to the Benefitting Owner(s) a final determination of actual costs incurred during such fiscal year (an "Expense Statement"). If, upon delivery of such Expense Statement, it is determined that the shared expenses were either greater or less than the expenses paid by the Benefitting Owner(s) for such fiscal year, as finally determined, then, within thirty (30) days after receipt of such Expense Statement, the Benefitting Owner shall, in the case of an underpayment, promptly pay to the Responsible Owner an amount equal to the underpayment, or the Responsible Owner shall, in the case of an overpayment, provide the Benefitting Owner(s) with either a refund or a credit against the expenses next payable by such Benefitting Owner(s).

(g) When requested by a Benefitting Owner within ninety (90) days following the receipt by the Responsible Owner of any Expense Statement, the Responsible Owner, to substantiate its determination of the amounts set forth in said Expense Statement, will furnish to the Benefitting Owner such additional information (inclusive of all invoices) as reasonably may be required for such purpose, and to the extent necessary for the verification of such information, will permit the pertinent records of the Responsible Owner to be examined, at the expense of the Benefitting Owner, by an officer of the Benefitting Owner or by a firm of independent certified public accountants designated by the Benefitting Owner; provided that if such examination reveals an improper entry or improper discrepancy, then the Benefitting Owner shall be reimbursed by the Responsible Owner for the cost of such examination (with any disputes hereunder to be submitted to Arbitration).

(h) In the event that the Benefitting Owner shall dispute the inclusion within the Expense Statement of any cost or expense as being inconsistent with the terms of the Declaration or these By-Laws, the Benefitting Owner shall notify the Responsible Owner of such dispute within ninety (90) days after the Benefitting Owner's receipt of such Expense Statement. If the Responsible Owner agrees with the Benefitting Owner's position, then the dispute shall be resolved as proposed by the Benefitting Owner, but if the Responsible Owner disagrees with the Benefitting Owner position and the parties are unable to resolve such dispute within thirty (30) days following the giving of such notice, either Owner may submit the dispute to Arbitration.

(i) Any cost savings resulting from either a Required Capital Improvement or an Elective Capital Improvement, including but not limited to, as a result of any government tax credits, rebates and/or incentive programs, shall be distributed amongst the Benefitting Owners in accordance with the percentages set forth on the allocation schedule set forth on Exhibit E annexed to the Declaration.

(j) Each Responsible Owner shall keep at its office, for a period of five (5) years after the end of each fiscal year, reasonably detailed books of account and records for such fiscal year with respect to the costs incurred relating to the General Common Elements that it is responsible for.

6.3 Default in Payment of Common Charges; Board Lien; Other Remedies.

(a) The Board shall take prompt action to collect any Common Charges which remain unpaid following notice and the expiration of applicable grace periods, including, without limitation, the institution of such actions and the recovery of interest, late charges and expenses as are provided in this Article 6.

(b) The Board, on behalf of all Unit Owners, shall have a lien (the "Board Lien") for all unpaid Common Charges, Special Assessments, Unit Owner Expenses and other sums payable as if part of Common Charges or amounts otherwise due to the Board (together with interest thereon as provided in this Section) from a delinquent Unit Owner. Such lien shall be prior to all other liens except liens for real estate taxes and other assessments by taxing authorities on any such Units and liens of first mortgages of record. Without limiting any of the foregoing, the Board may: (w) bring an action to foreclose the Board Lien in accordance with Section 339-aa of the Real Property Law of the State of New York; (x) purchase the interest of the owner of such Unit at a foreclosure sale resulting from any such action; (y) proceed by appropriate judicial proceedings to enforce the specific performance or observance by the Defaulting Unit Owner of the applicable provisions of the Condominium Documents from which a Monetary Event of Default arose; or (z) exercise any other remedy available at law or in equity. Each of the remedies herein described as well as any other remedy available at law or in equity may be exercised concurrently or sequentially. Any Recognized Mortgagee may bid in a foreclosure sale of any Unit.

(c) The Board shall not record any notice of any Board Lien prior to the date on which all applicable notice and grace periods (including cure periods to which any Recognized Mortgagee may be entitled) in respect of the default(s) giving rise to the Board Lien have expired. The Board Lien shall be effective from and after the time of recording in the public records of Kings County of a claim of lien stating the description of the Unit, the name, if any, and the address of the Unit, the City Register Filing Number (CRFN) of the Declaration, the name of the record owner, the amount due and purpose of such amount and the date when due. Subject to Section 6.2(d) hereof, such claim of lien shall include only sums which are due and payable when the claim of lien is recorded and shall be signed and verified by an officer or agent of the Board. Upon full payment of all sums evidenced by the lien including, without limitation, interest at the Default Rate, the party making payment shall be entitled to a recordable satisfaction of lien to be recorded at its expense. Liens for unpaid Common Charges may also be reduced to a personal money judgment against the Unit Owner or may be foreclosed by suit brought in the name of the Board or the Unit Owner asserting the lien in the same manner as a contract or other action (and without waiving the lien securing the same); provided, however, that no Unit Owner shall be liable to the Board for any deficiency with respect to a Unit owned by such Unit Owner and upon which the Board has foreclosed its Board Lien. In the event of the foreclosure of such lien, the Board shall have the power to bid on the Unit at foreclosure sale and

to acquire, hold, lease, mortgage and convey such Unit. "Default Rate" shall mean a rate per annum equal to the lesser of: (i) five (5) percentage points above the rate publicly announced from time to time by JPMorgan Chase (or its successor) in New York, New York as its "prime rate"; and (ii) the maximum rate of interest permissible under applicable Laws, if any, with respect to the applicable amount payable hereunder.

(d) The Board shall charge any delinquent Unit Owner: (i) a late charge of $.04 for each dollar of such amounts which remain unpaid for more than ten (10) days from their initial due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid); (ii) interest at the Default Rate on such unpaid amounts (exclusive of any "late charges" theretofore collected on such amounts) computed from the due date thereof to the date payment is actually received from the delinquent Unit Owner; and (iii) if the Board institutes a suit or other proceeding to collect sums due hereunder, all expenses, including, without limitation, attorneys' fees and expenses paid or incurred by the Board or by any managing agent in any proceeding brought to collect such unpaid Common Charges or in an action to foreclose a Board Lien with respect to such delinquent Person's Unit(s). All such late charges, interest, expenses and fees shall be added to and shall constitute Common Charges payable by such Unit Owner (and the Board Lien, as applicable, shall also secure the payment of such additional sums).

6.4 Foreclosure of Liens for Unpaid Common Charges. In any action brought by the Board to foreclose a lien on a Unit because of unpaid Common Charges, the Unit Owner shall be required to pay the reasonable cost of services provided by the Board, as reasonably determined by the Board, and reasonable rental for the use, occupancy or benefit of such Unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing or waiving the lien securing the same.

6.5 Statement of Common Charges and Assessments. The Board (or a managing agent on its behalf) shall promptly provide any Unit Owner and/or Recognized Mortgagee so requesting the same in writing, with a written statement of all unpaid Common Charges and assessments due from such Unit Owner.

6.6 Expenses. No Unit Owner shall be exempt from liability for payment of its Common Charges by virtue of waiver of the use or enjoyment of any of the Common Elements or non-use thereof or by abandonment of its Unit. Any person or entity which conveys its Unit in compliance with the terms and conditions specified in the Condominium Documents shall be exempt from Common Charges and any other liabilities accruing after the date of conveyance with respect to the Unit so conveyed and its transferee shall be liable for Common Charges thereafter accruing.

6.7 Maintenance Obligations; Work to General Common Elements and Limited Common Elements. Except as expressly provided otherwise herein and in the Declaration, all operation, care, upkeep, Maintenance, Repairs and Alterations, painting and decorating, whether structural or non-structural, ordinary or extraordinary (including without limitation, capital improvements), interior or exterior, including, without limitation, with respect to plumbing,

heating, ventilating, electrical (including emergency power systems), air-conditioning and telecommunications systems, fixtures, equipment and appliances (collectively, the "Work") in or of any Unit and the Limited Common Elements appurtenant thereto, shall be made or performed by such Unit Owner of such Unit, at its sole cost and expense, in good order and repair and in a first class manner in accordance with standards appropriate for first-class commercial buildings located in New York City ("Comparable Buildings") and in accordance with the terms herein, including without limitation, Section 8.4 of these By-Laws. Two or more Unit Owners, for their joint benefits, shall have the right to enter into maintenance and other service agreements with third party providers (for services such as window washing, pest control, security, management services and the like) with respect to the maintenance and operations of their respective Units and the Limited Common Elements appurtenant thereto.

(a) **General Common Elements**.

(i) *Common Element Work.* All Work to be performed to the General Common Elements (the "Common Element Work") shall be performed by the Unit Owners (or a Sub-Board following the subdivision of a Unit within such Buildings) whose Unit is located within the Buildings that such General Common Element is also located within (such Unit Owner that is responsible for such General Common Elements located within the Buildings that such Unit Owner's Unit is located within being referred to herein from time-to-time as the "Responsible Owner"). By way of example only, the Unit Owners in 482 Kent shall be obligated to perform Work to all Limited Common Elements located within 482 Kent and shall be the Responsible Owner as it relates to all Limited Common Elements located within 482 Kent. As it relates to the General Common Elements that are not located within a Building, the 11 WW Unit Owners shall be designated as the "Responsible Owner" therefor, and shall be responsible for performing all maintenance, Repairs and Alterations thereto, the cost of which shall be a Common Expense, except that the Board will be responsible for procuring all insurance for such General Common Elements in accordance with Article 11 of these By-Laws. All references herein (and elsewhere in the Declaration and these By-Laws, whether or not expressly stated) to Common Element Work shall also be deemed to refer to include Maintenance, a Required Capital Improvement and an Elective Capital Improvement. In the same regard, Building Common Element Work shall be determined by the BCE Committee for that Building.

(ii) *Ongoing Maintenance.* Each Responsible Owner shall operate, Repair and Maintain the General Common Elements or the Building Common Elements that it is responsible for in good condition and repair and free of vermin and rodents, debris and obstructions at all times, in accordance with the standards of Comparable Buildings and the Performance Standards (set forth below) and (ii) provide to other Benefitting Owner(s) access to the General Common Elements or the Building Common Elements at such reasonable times as is reasonably necessary (subject to the terms of the Declaration and these By-Laws, including without limitation, Article 16 of the Declaration). The costs for ongoing Maintenance shall be determined and assessed in accordance with Sections 6.1 and 6.2 above. Notwithstanding the foregoing, and subject to the terms herein relating to Required Capital Improvements, to the extent that there is unanticipated maintenance to be performed, the Responsible Owner shall have the right to perform such maintenance or cause such maintenance to be performed, at its discretion, subject to the Performance Standards, notwithstanding the fact that such expenditures

were not included an Approved Budget, and the costs of which shall be a Common Expense borne by the Benefitting Owners in accordance with the percentages set forth on the allocation schedule set forth on Exhibit E annexed to the Declaration.

(iii) *Required Capital Improvements to General Common Elements or Building Common Elements*. A "Required Capital Improvement" shall refer to any capital improvement in, on, to or at any General Common Element or Building Common Elements which (i) is required by any applicable Law, (ii) is required to maintain the Buildings in accordance with the standards of Comparable Buildings, (iii) is required to maintain the adequate performance of the General Common Element or Building Common Elements or (iv) must be performed due to an Emergency.

Each Responsible Owner shall have the right to make any Required Capital Improvements in, to or at the General Common Elements or Building Common Elements that such Responsible Owner is responsible for and make all decisions related thereto (including, without limitation, decisions with respect to plans, authorizations for expenditures, design of the project, selecting and obtaining insurance and selection of contractors), provided that same shall be performed in accordance with the Performance Standards. No consent of other Unit Owners or the Board is required in connection with the Responsible Owner making a Required Capital Improvement and expenses need not be approved in advance. Costs incurred by the Responsible Owner shall be a Common Expense borne by the Benefitting Owners in accordance with the percentages set forth on the allocation schedule set forth on Exhibit E annexed to the Declaration and need not be part of an Approved Budget. This provision shall prevail in the case of any inconsistencies set forth in the Declaration and By-Laws.

(iv) *Performance Standards*. Each Responsible Owner shall perform all Common Element or Building Common Elements Work in good and workmanlike manner that shall be operationally efficient, cost effective (which need not be the lowest possible cost for such particular expense) and otherwise performed in accordance with standards of that of Comparable Buildings. In no event shall a Responsible Owner take any actions (or fail to take any actions) that would have a material and/or adverse effect on the General Common Elements or Building Common Elements and services that it provides to Benefitting Owner(s) or otherwise impact in any manner that is more than *de minimis* the operations of the Benefitting Owner(s) (it being acknowledged and agreed that temporary shut downs of utilities to perform maintenance and Repairs or other temporary cessation of services is not considered to have a material and/or adverse effect on the General Common Elements or Building Common Elements nor shall same be considered to have an impact the operations of a Unit). In the event that a Responsible Owner is required to make an installation or perform maintenance, Repairs or other Work to another Unit Owner(s)' Unit or Limited Common Elements appurtenant thereto in connection with performing its obligations hereunder, it shall do so in a manner that does not have a material adverse effect on the use and operation of the other Unit Owner(s)' Unit and Limited Common Elements and shall in no event materially reduce the useable square footage area of such other Unit and Limited Common Elements (and further, to the extent reasonably possible and reasonably practicable, the other Unit Owner(s) shall have the right to designate the location of any new installations), provided however, that other Unit Owner(s) shall act reasonably and

cooperate, in good faith, with the Performing Owner, including without limitation, providing reasonable access to its Unit and the Limited Common Elements appurtenant thereto.

(v) *Costs of Common Element Work.* The cost of all Common Element or Building Common Elements Work shall be allocated amongst Benefitting Owners in accordance with the percentages set forth on the allocation schedule set forth on Exhibit E annexed to the Declaration (except in each case, to the extent that such cost is covered by the proceeds of any insurance received, in which case same shall be applied to the Common Element Work and any deficit shall be paid by the Benefitting Owners in accordance with the percentages set forth on the allocation schedule set forth on Exhibit E annexed to the Declaration expressly stated otherwise to the contrary.

In the event and to the extent that any Common Element Work is necessitated as a result of the negligence, misuse, neglect or abuse of any Unit Owner or its Occupants or permittees, in either case the entire cost thereof (the "Resulting Cost") shall be borne entirely by such Unit Owner; except to the extent that the Resulting Cost is covered by the proceeds of any insurance actually maintained and received. The Resulting Cost shall not be deemed covered by insurance proceeds pursuant to the preceding sentence to the extent of any applicable deductibles. The foregoing shall not give rise to any claim on the part of any Person for consequential, special, exemplary or punitive damages.

A Responsible Owner performing Common Element Work shall not have any liability to the other Benefitting Owners for: (i) any failure or interruption of any utility or other services to be provided or obtained by, or on behalf of, the Responsible Owner; or (ii) any injury, loss or damage to any individual or property, occurring in or upon either a Unit or any Common Element; except in each case when caused by the acts of bad faith or willful misconduct of the Responsible Owner.

(b) Local Law 11 Work. All maintenance, alterations, inspections, improvements, replacements, repairs, work and the like to be performed to Exterior Facades that are part of the Buildings, that are to be made in connection with the New York City's Façade Inspection & Safety Program (FISP), commonly known as Local Law 11, and as FISP may be amended, modified, supplemented and replaced from time to time (collectively, the "Local Law 11 Work"), shall be performed by the Board, on behalf of the applicable Building's Unit Owners. All costs and expenses incurred in connection with and related to Local Law 11 Work, including without limitation, administrative filing fees, labor and materials, shall be allocated amongst the Buildings in accordance with such amounts as determined by the company performing such Local Law 11 Work at the time in question.

(c) Notwithstanding the foregoing, in the event that any action taken by or on behalf of a Unit Owner, or a failure by a Unit Owner to act in accordance with the terms herein, results in additional Local Law 11 Work costs being incurred, such additional costs shall be the sole obligation of the Unit Owner causing same.

(d) PAA and WPAA. Except as expressly provided otherwise herein and in the Declaration, all Work in or of the PAA and WPAA (as such terms are defined in the

Declaration) shall be made or performed by the POA Board and the POA Assessments (as such term is defined in the Declaration) shall be charged as a General Common Expense to the General Common Charge Obligors as and in the manner provided in these By-Laws. The Board shall be responsible to the POA Board for the amount assessed by the POA Board with respect to the Condominium, irrespective of whether any Unit Owner pays or fails to pay its Common Charges, including any costs the POA Board incurs in connection with the collection of any unpaid amounts from such Board. The POA Assessments shall be (i) included in the General Common Charges, (ii) allocated in accordance with the Expense Allocation Schedule and (iii) collectible and recoverable in the same manner as any other Common Charges due and payable by any Unit Owner.

6.8 Cooperation. All Unit Owners shall cause their respective employees, and the employees of their respective managing agents, in the event of an Emergency, to assist the employees of whichever Unit Owner is responsible for making appropriate Repairs or implementing necessary safety measures.

6.9 Utility Services; Water Charges; Sewer Rents.

(a) Utilities for Units and Limited Common Elements. Except as expressly provided otherwise herein, it is the intent that all utilities, including without limitation, electricity, steam and gas that serve a Unit or a Limited Common Element appurtenant thereto, be separately metered or submetered and that each such Unit Owner pay charges incurred by such Unit Owner directly to the utility company, of in the case of water and sewer, to the City Collector for the City of New York. If for any reason whatsoever, a utility is not separately metered or submetered, the charges for same may be determined based on usage, surveying, contract allocation or such other method of allocations as mutually and reasonably agreed to by each such benefitted Unit Owner at the time in question.

(b) Domestic Water; Sewer Rents. Domestic water and sewer services for the Buildings shall be supplied by The City of New York or other utility servicing the Property, and will be provided to each Unit. Except to the extent any Unit Owner is billed directly therefor by the City Collector, the Unit Owners sharing such utility shall measure the actual usage of domestic water by each such Unit Owner with respect to its Unit through one or more meters or submeters (or if the same is not practicable, by survey or such other reasonable method as the Unit Owners shall mutually and reasonably determine), and each Unit Owner shall be required to make payment therefor to the Board, which shall be responsible for paying the City or other utility supplying such services. Sewer usage will not be separately submetered and the cost thereof or rents therefor will be allocated in accordance with the cost of domestic water usage.

(c) Utilities for General Common Elements. The usage and consumption of electricity, gas, domestic water, sewer service, steam, chilled water, condensed water and any other utility by, for or in respect of the General Common Elements (i) that the Board is responsible for maintaining in accordance herewith will be a Common Expense allocated among the Unit Owners benefiting therefrom in proportion their relative respective Common Interests and (ii) that a Responsible Owner is responsible for maintaining in

accordance with the terms herein shall be a Common Expense borne by the Benefitting Owners in accordance with 6.2.

(d) Dispute as to Utilities Charges. In the event that there is a dispute as to the accuracy of assessing the charges for a utility upon the basis of usage, and the disputing Unit Owners and/or the Board fail to agree on a manner to accurately allocate such costs, the matter shall be determined by Arbitration.

6.10 Further Submetering. Each Unit Owner shall have the right to sub-submeter or allocate, as applicable and as determined in its sole discretion, all or any portion of the utilities within its Unit, and to bill or otherwise collect amounts from its Occupants or tenants, as the case may be, with respect thereto.

6.11 Construction Loan. Until payment of the debt under the mortgage securing Sponsor's Construction Loan (the "Construction Mortgage") is made in full or until such mortgage is assigned by the Construction Lender to Sponsor's designee, whichever occurs first, the Board must comply with the obligations the Construction Mortgage (which provisions set forth the Board's obligations with respect to the maintenance of insurance during such period). For so long as Sponsor's Construction Loan is outstanding, Sponsor's Construction Lender shall have the right to serve as Insurance Trustee.

ARTICLE 7
REAL ESTATE TAXES

7.1 Real Estate Taxes; Impositions. Until the Units are separately assessed and billed for real estate tax purposes, the Board will pay all real estate taxes with respect to the Property to the Department of Finance of The City of New York (or directly to Declarant if and to the extent Declarant has paid such taxes) and allocate the cost thereof (and all refunds thereof) among all the Units on the basis of their respective Common Interest percentages. The Unit Owners shall be responsible and shall pay the Board for their respective allocated shares (determined as aforesaid), which payments shall be payable as if the same were Common Charges and will be due at least ten (10) Business Days prior to the due date of such taxes. Such taxes will be paid by the Board in a timely manner so that no lien will be placed on the Property or on any Unit. When the Units have been separately assessed, each Unit Owner shall thereafter pay the real estate taxes assessed with respect to its Unit, and any real estate taxes pre-paid by the Board in respect of the period following such separate assessment shall be appropriately adjusted. A Unit Owner will not be responsible for the payment of, and will not be subject to any lien arising from, the non-payment of real estate taxes assessed against or allocated to any other Unit(s). However, each Unit Owner shall be responsible for the Impositions payable in respect of its Unit. As used herein, "Impositions" shall mean any of the following imposed by any Federal, State, municipal or other public or quasi-public body, agency, court, department, bureau, officer or authority having jurisdiction ("Governmental Authorities"): (i) real property general and special assessments (including, without limitation, any special assessments: (A) for business improvements; or (B) imposed by any special assessment district); (ii) personal property taxes; (iii) commercial rent or occupancy taxes; (iv) license and permit fees, if and to the extent such fees are not paid by the Board and charged to the Unit Owners as part of Common Charges; (v)

any fines, penalties and other similar governmental charges applicable to any of the foregoing, together with any interest or costs with respect to the foregoing; and (vi) any other governmental levies, fees, rents, assessments or taxes and charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind whatsoever, together with any fines and penalties and any interest or costs with respect thereto.

Notwithstanding anything to the contrary set forth above, until such time as real estate taxes are separately assessed against all of the Units based upon the filing by Unit Owners of Real Property Income and Expense (RPIE) Statements (the "RPIE Filings"), as opposed to an allocation based upon Common Interest or such other methodology as determined by the taxing authority at the time in question, the Board shall have the right to perform a "true up" of real estate taxes amongst the Units, so that each Unit Owner pays the approximate amount of real estate taxes that it would have been required to pay had real estate taxes been assessed based upon the RPIE Filings. The foregoing is not intended to modify the obligation of each Unit Owner to pay to the taxing authority the actual amount of real estate taxes against each Unit when due and owing. Each Unit Owner will remit its tax bills to the Board and the Board, after it comes to its determination of what the real estate taxes allocated to a Unit should have been based on RPIE Filings, will then either assess a Unit Owner for any underpayment or reimburse a Unit Owner for any overpayment that it determines. All assessments by the Board hereunder shall be a Common Expense for purposes of these By-Laws.

7.2 Tax Certiorari Proceedings. In the event any Unit Owner individually seeks to have the assessed valuation of its Unit reduced by bringing a separate certiorari proceeding, the Board, if necessary or desirable for such proceeding, will execute any reasonable and customary documents or other papers required for, and otherwise cooperate with such Unit Owner (at such Unit Owner's cost and expense) in pursuing, such reduction, provided that such Unit Owner indemnifies the Board from all claims, costs and expenses (including, without limitation, attorneys' fees and expenses) resulting from such proceedings. Alternatively, at the request of two or more Unit Owners, the Board, on behalf of and as agent for such requesting Unit Owners, shall commence, pursue and settle certiorari proceedings to obtain reduced real estate tax assessments with respect to the respective Units, provided such Unit Owners indemnify the Board and the other Unit Owners from and against all costs resulting from such proceedings. During the pendency of any such proceedings, all Unit Owners making such request to the Board and joining therein shall share in the costs thereof in relative proportion to their respective Common Interest; and upon the conclusion of any such proceedings, such Persons shall, after retroactive adjustment for any overpayments or underpayments as a result of prior sharing on the basis of Common Interest, share in the costs thereof in relative proportion to the benefits derived by such Unit Owners therefrom.

ARTICLE 8
ALTERATIONS

8.1 Alterations to Units.

8.1.1 Except as otherwise provided in the Declaration or elsewhere in these Condominium By-Laws, no Unit Owner (other than Declarant, a Master Unit Owner or Unsold

Tower Unit Owner, or Tower Sponsor (with respect to Unsold Tower Units owned by Tower Sponsor), or their respective designee(s) as the owner of a Master Unit or Unsold Tower Units, as the case may be, who shall not have any obligations under this Article 8 except to the extent the same are consistent with Articles 9 and 10 of the Declaration) shall make any Alteration or Repair in or to its Unit if the same would affect the structure or systems of the Buildings without the prior written approval of the Condominium Board, which approval will not be unreasonably withheld. Prior to, and as a condition of, the granting of its consent to the making of any such Alteration or Repair in or to a Unit (to the extent such consent is required), the Condominium Board, at its option, may require the Unit Owner (other than Declarant, a Master Unit Owner or Unsold Tower Unit Owner, or Tower Sponsor, or their respective designee(s) as the owner of a Master Unit or Unsold Tower Units, as the case may be) to execute an agreement, in form and substance satisfactory to the Condominium Board, setting forth the terms and conditions under which such Alteration may be made.

8.1.2 All Repairs by a Unit Owner (other than Declarant, a Master Unit Owner or Unsold Tower Unit Owner, or Tower Sponsor, or their respective designee(s) as the owner of a Master Unit or Unsold Tower Units, as the case may be) which would affect the structure or systems of the Buildings and all Alterations to any Unit shall be made in accordance with Section 9.1 of the Declaration. All Alterations shall be performed: (i) at the Unit Owner's sole cost and expense; (ii) in a manner which will not interfere with, or cause any labor disturbances or stoppages in, the work of Condominium employees or other contractors or subcontractors employed in the Units or the Buildings; (iii) during only such days and hours as may be specified by the Condominium Board in its reasonable judgment; (iv) only after obtaining such insurance, naming the Condominium Board and the Managing Agent, the Base Board and its managing agent, and the Tower Board and its managing agent as additional insureds, as the Condominium Board may require; and (v) in compliance with the Declaration, these Condominium By-Laws, applicable Tower By-Laws including Rules and Regulations (which Tower By-Laws may not grant rights to the Unit Owners of a particular Section which are in excess of those rights granted hereunder or under the Declaration to the Master Unit Owner of such Section), as applicable, the General Rules and Regulations, if any, the Buildings Standard, and all Laws; provided, however, that (x) the foregoing clauses (ii) through (iv) shall not apply to any Master Unit Owner or Unsold Tower Unit Owner, or Tower Sponsor, or their respective designee(s) as the owner of a Master Unit or Unsold Tower Units, as the case may be and (y) the foregoing clause (v) shall only apply to a Master Unit Owner or Unsold Tower Unit Owner, or Tower Sponsor, or their respective designee(s) as the owner of a Master Unit or Unsold Tower Units, as the case may be, to the extent that each such party must comply with the applicable provisions of Article 9 of the Declaration.

8.1.3 The Unit Owner performing or causing, permitting or suffering Alterations to be performed shall, if required by the Condominium Board (and, with respect to any Master Unit Owner or Unsold Tower Unit Owner, or Tower Sponsor, or their respective designee(s) as the owner of a Master Unit or Unsold Tower Units, as the case may be, only to the extent required under Article 9 of the Declaration), pay the cost of (x) any necessary amendment of the Declaration and the floor plans of the Condominium, if appropriate, to reflect any such Alterations; (y) obtaining all necessary governmental permits, authorizations, certificates and licenses for the commencement and completion of any Alterations (and copies thereof shall be

delivered to the Condominium Board promptly after the issuance thereof and prior to the commencement of any Alterations or Repairs), and obtaining any amendment to the Certificate of Occupancy for such Unit, if necessary; and (z) any architectural, engineering and legal fees incurred by the Condominium Board in connection with such work. Neither the Condominium Board nor any Unit Owner (other than the Unit Owner making or causing, permitting or suffering any Alterations to be made in or to its Unit) shall incur any liability, cost, or expense either: (a) in connection with the preparation, execution, or submission of the applications referred to above; (b) to any contractor, subcontractor, supplier, architect, engineer or laborer on account of any Alterations made or caused, permitted or suffered to be made by any Unit Owner; (c) to any person or entity asserting any claim for personal injury or property damage arising therefrom; or (d) arising out of a Unit Owner's failure to obtain any permit, authorization, certificate or license, or to comply with the Declaration, these Condominium By-Laws, and applicable Tower By-Laws (including applicable Rules and Regulations), as applicable, and the General Rules and Regulations, if any, and all Laws insofar as the same relate to Alterations. A Unit Owner making or causing, permitting or suffering any tenant or occupant to make, any Alteration shall be deemed to have agreed to indemnify and hold the Condominium Board and its Managing Agent, the Base Board and its managing agent, the Tower Board and its managing agent and all other Unit Owners harmless from and against any liability, loss, cost, or expense arising therefrom, and from and against all Costs resulting from, arising out of, or in any way connected with, any of the foregoing; provided, however that the foregoing indemnity obligations shall only apply to a Master Unit Owner or Unsold Tower Unit Owner, or Tower Sponsor, or their respective designee(s) as the owner of a Master Unit or Unsold Tower Units, as the case may be, to the extent required under Article 9 of the Declaration.

8.1.4 Any application to any department of the City of New York or to any other Governmental Authority having jurisdiction thereof for a permit to make an Alteration in or to any Unit so approved by the Condominium Board shall, if required by Law or such department or authority, be executed by the Condominium Board, provided that the Condominium Board shall not incur any liability, cost or expense in connection with such application or to any contractor, subcontractor, supplier, architect or engineer on account of such Alteration or to any person having any claim for injury to person or damage to property arising therefrom.

8.1.5 Notwithstanding anything to the contrary contained in this Section 8.1 (but subject to all Laws), however, Declarant, the Master Unit Owners, the Tower Sponsor and its designee shall have the right pursuant (and subject) to the terms of the Declaration, without the approval of any Board, to: (i) make any Alterations and Repairs in or to any Unsold Tower Units, whether structural or non-structural, interior or exterior, ordinary or extraordinary; and (ii) subdivide, combine and change the boundary walls of Unsold Tower Units, provided that in either instance such action does not affect any portion of a Base Unit by more than a de minimis amount. Additionally, an initial purchaser of an Unsold Tower Unit shall have the right, without the approval of the Board, to make any Alterations in or to its Unit, provided that Tower Sponsor or its designee has consented to the same in writing at or prior to the initial closing of title to such Unit, and that such purchaser complies with all of the other requirements of this Article 8 and that such Alterations do not affect any portion of a Base Unit by more than a de minimis amount.

8.1.6 Subject to Article 9 of the Declaration, until the initial permanent Certificate of Occupancy is obtained for a Building, no Master Unit Owner entitled to make Alterations under the Declaration or these Condominium By-Laws shall make such Alterations in or to its Master Unit without first notifying the Condominium Board and the other Master Unit Owner (or the Sub-Board of a subdivided Master Unit) of the same in writing and complying with the reasonable requirements of the Condominium Board and the other Master Unit Owners (or the Sub-Board of a subdivided Master Unit) if such Alteration would delay the issuance of a temporary or permanent Certificate of Occupancy. Such requirements may include, but need not be limited to, the requirements that:

(a) such work not include any change that would result in a delay in obtaining a temporary or permanent Certificate of Occupancy for the Buildings, or any amendment to, or extension of, the same if theretofore issued;

(b) the Master Unit Owner posts a bond or other similar security that is reasonably acceptable to the Condominium Board and the other Master Unit Owners (or the applicable Sub-Board of a subdivided Master Unit) in an amount sufficient (in the reasonable judgment of the Condominium Board and the other Master Unit Owners (or the Tower Board or the Board of a subdivided Master Unit)) to insure the diligent completion of the work and the filing of any required notices or certificates with respect to such work and the completion of the same with all Governmental Authorities having jurisdiction;

(c) such work not be commenced until the Master Unit Owner causes all required plans, specifications, notices and/or certifications to be filed with all Governmental Authorities having jurisdiction, procures all required permits and licenses with respect to the same, and delivers copies of all such plans, specifications, notices, certifications, permits and licenses to the Condominium Board and the other Master Unit Owners (or the Tower Board or the Board of a subdivided Master Unit);

(d) such work be diligently prosecuted to completion in compliance with all plans, specifications, notices and/or certifications and in conformity with all permits and licenses;

(e) the Condominium Board and the other Master Unit Owner (or the applicable Sub-Board of a subdivided Master Unit) and their representatives shall be given reasonable opportunity, from time to time, to inspect such work as it progresses;

(f) promptly after the completion of such work, all necessary inspections and approvals of the same shall be obtained, all necessary notices and/or certifications shall be filed with the appropriate Governmental Authorities and the Condominium Board and the other Master Unit Owners (or the applicable Sub-Board of a subdivided Master Unit) shall be given a copy of all such inspections, approvals, notices and certifications;

(g) the Master Unit Owner shall indemnify and hold the Condominium Board and the other Master Unit Owners (or the applicable Sub-Board of a subdivided Master Unit) harmless from any cost, expense, claim, or liability arising, directly or indirectly, from

such work, including, without limitation, any cost, expense, claim, or liability incurred or suffered by such parties due to any violation of a Law or due to any delay in obtaining a temporary or permanent Certificate of Occupancy for the Buildings (or any amendment to, or extension of, the same if theretofore issued) as a result of such work or the failure to make all appropriate governmental filings in connection with the same; and

(h) all contractors shall be duly licensed to the extent required by applicable Laws.

8.1.7 If any Unit Owner (other than Declarant, a Master Unit Owner or Unsold Tower Unit Owner, or Tower Sponsor, or their respective designee(s) as the owner of a Master Unit or Unsold Tower Units, as the case may be, unless any such party has violated Article 9 of the Declaration) commences any such Alterations in violation of the foregoing terms and conditions, the Condominium Board shall be entitled to cause such work by the Unit Owner to be halted, including, without limitation, to cause the Managing Agent to deny access to the Buildings to the Unit Owner's workers and suppliers, until the Unit Owner complies with the same. During the period until such Unit Owner is permitted hereunder to resume its work, the Condominium Board shall have the right to perform any and all work in and to such Unit Owner's Unit as shall be necessary, the Condominium Board's sole judgment, in order to avoid any delay in obtaining a temporary or permanent Certificate of Occupancy for the Buildings (or any amendment to, or extension of, the same if theretofore issued), whether or not such work shall be in compliance with the plans and specifications for the work theretofore performed by, or on behalf of, such Unit Owner. The cost and expense of any such work performed by the Condominium Board, as the case may be, shall be borne by such Unit Owner and shall be paid to the Condominium Board, as applicable, within fifteen (15) days of written demand therefor.

8.2 Alterations and Repairs to Base Section. Unless otherwise provided in the Base By-Laws (after the subdivision of a Base Unit) or the Declaration, a Base Unit Owner (prior to the subdivision of a Base Unit) or the Base Board (after the subdivision of a Base Unit) shall have the exclusive right to make Alterations to the Base Limited Common Elements. In addition, subject in all events to the provisions hereof and the of the Declaration regarding conflicting terms, Alterations to a Base Unit and the Base Limited Common Elements shall be further subject to such additional terms, conditions and requirements as may be contained in the Base By-Laws from time to time or as shall be imposed by the Base Board (including, without limitation, requiring that any approvals or consents required or permitted to be obtained by a Subdivided Base Unit Owner from the Condominium Board, a Unit Owner other than another Subdivided Base Unit Owner or the Sub-Board be obtained by the Base Board on the Subdivided Base Unit Owner's behalf). Any of the foregoing requirements and authority of the Condominium Board set forth in Section 8.1 may be delegated by the Condominium Board to the Base Board with the agreement of the Base Board.

8.3 Alterations and Repairs to the Tower Units and Tower Limited Common Elements. Unless otherwise provided in the Tower By-Laws, the Tower Board shall have the exclusive right to make Alterations to the Tower Limited Common Elements. In addition, subject in all events to the provisions hereof and of the Declaration regarding conflicting terms, Repairs to and Alterations of the Tower Units and the Tower Limited Common Elements shall be further

subject to such additional terms, conditions and requirements as may be contained in the Tower By-Laws from time to time or as shall be imposed by the Tower Board (including, without limitation, requiring that any approvals or consents required or permitted to be obtained by Tower Unit Owners from the Condominium Board, a Unit Owner other than another Tower Unit Owner, or a Base Unit Owner or the Base Board be obtained by the Tower Board on the Tower Unit Owner's behalf). Any of the foregoing requirements and authority of the Condominium Board set forth in Section 8.1 may be delegated by the Condominium Board to the Tower Board with the agreement of the Tower Board.

8.4 Alterations to General Common Elements.

8.4.1 Cost and Approval. Alterations in or to any General Common Element or Building Common Element may be made only by the Condominium Board, the Sub-Board or the owners of the applicable Building authorized in accordance with the provisions hereof and the cost thereof shall be charged to the Common Charge Obligors in accordance with Article 6 hereof.

8.4.2 Without Consent of Affected Unit Owner(s) or Board(s). Notwithstanding any other provision of the Condominium Documents, to the extent that any Alteration (including Repair) of the General Common Elements is necessary to comply with Laws or Insurance Requirements, or for the health or safety (but not the general comfort or welfare) of the Unit Owners or their Occupants or Permittees, or in the case of an Emergency, the Condominium Board may make and perform the same without the consent of any Unit Owner(s) or any other Board that would, or whose Unit(s) or Limited Common Elements would, be affected thereby. The Condominium Board shall in all events have the responsibility for and shall perform, using its best efforts in a commercially reasonable prompt time period (including as soon as possible with respect to any Emergency), any maintenance or Repair which is necessitated by any construction, design or material defects with respect to General Common Elements; and the repair of same shall be a General Common Expense. The foregoing does not modify or limit any other maintenance, Alteration or Repair obligation of the Board under the Condominium Documents.

8.5 Subdivision and Combination of Units. The Master Unit Owners shall each have the right, without the consent of the Board, the other Unit Owners or the mortgagees on the other Units: to (i) subdivide its Unit into separate Units and recombine Units resulting from the subdivision; (ii) alter any boundary walls between one or more of its subdivided Units; and (iii) apportion among its subdivided or combined Units their appurtenant Common Interest in accordance with the provisions of the New York Condominium Act, provided, however, that in each instance the subdividing Unit Owner shall comply with all Laws and shall agree to hold the Board and the other Unit Owners harmless from any liability, damage, cost, obligation or expense arising from the failure to comply with such Laws. If a Unit is subdivided: (i) the term "Resultant Unit" shall include all Units resulting from such subdivision; and (ii) the owners of the Resultant Units resulting from the subdivision of the Unit shall be "Resultant Unit Owner(s)" and shall be required to act as provided in the Condominium Documents with respect to all matters in which action by a Unit Owner is required (except that such Resultant Unit Owners may not have all of the rights of the Unit Owners, as more particularly described herein, as some

of the rights (and obligations) granted to a Unit Owner hereunder, must be exercised by the Sub-Board or other Resultant Unit Owner designated as having such rights and obligations and not the Resultant Unit Owner(s)). In no case may the subdivision or recombining of a Unit result in a greater or lesser Common Interest for the total of the new Units created by such subdivision or recombination than existed for the Unit in question before such subdivision or recombination. Notwithstanding anything to the contrary set forth above, if under the terms of a Recognized Mortgage, the consent of a Recognized Mortgagee is required in connection with the subdivision of such Unit Owner's Unit, the Recognized Mortgagee of such Unit shall be required to consent thereto. For the avoidance of doubt, a Recognized Mortgagee shall not have any consent rights to a subdivision of a Unit in the Condominium that is not encumbered by its Recognized Mortgage.

8.6 Amendment to the Declaration.

(a) The subdividing Unit Owner or combining Unit Owner, as the case may be, shall prepare and execute an amendment to the Declaration effecting such subdivision and/or combination, and shall in any event duly file and record such amendment in accordance with all applicable Laws and promptly deliver a copy of the filed amendment to the Board. The Board shall, upon request, execute any application or other document required to be filed with any Governmental Authority having or asserting jurisdiction, including, without limitation, applications for an amended certificate of occupancy for the Buildings, to effect the subdivision of the Unit in question and recombining of Units resulting from the subdivision.

(b) The amendment shall contain new or amended Floor Plans, specifications, tax lot numbers, the (re)apportionment among or to the subdivided Units or combined Unit, as the case may be, of their Common Interest in compliance with the New York Condominium Act and the other matters set forth in this Article 8; as appropriate, the allocation or aggregation to newly constituted subdivided Units or combined Unit(s) of the right to use the Common Elements, responsibility for maintenance, Repairs and decoration of, any previously existing Limited Common Elements appurtenant to the Unit(s) subdivided or combined, designation of a Responsible Owner for such Buildings (provided that all Resultant Unit Owners shall be jointly and severally liable for the obligations of the Responsible Owner of the Buildings, even if one Resultant Unit Owner is designated to carry out the obligations of the Responsible Owner); and, as applicable, the designation of part of a Unit being subdivided as a newly created specially designated common area or common element appurtenant to one or more of any newly constituted subdivided Units.

8.7 Subdivision of a Unit; Sub-By-Laws; Sub-Board. At such time, if any, as a Unit is subdivided, the subdividing Unit Owner shall supplement the Declaration by annexing and incorporating therein a set of by-laws for the internal governance of the subdivided Resultant Units (the "Section") (said by-laws, as they may be amended from time to time, the "Sub-By-Laws") which shall (together with, but subject to, this Declaration and the By-Laws), from and after the recording of the amendment to the Declaration effecting such subdivision, govern the affairs, use and occupancy of the Section. Such Sub-By-Laws may establish a sub-board of managers to govern such Section (a "Sub-Board"), which Sub-Board shall have all of the rights and obligations of the subdividing Unit Owner under the Condominium Documents immediately prior to such subdivision (including, without limitation, with respect to easements

benefiting or affecting such Unit Owner, voting, Alterations, liens, self-help, governance, payment of Common Charges, appointing members of the Board, insurance, the imposition of restrictions on sales and leasing such as a right of first refusal, and all obligations with respect to the maintenance and Repairs of any General Common Elements located within the Buildings where the subdivided Unit is located, and all of the rights and obligations that such Unit Owner had in its capacity as a Responsible Owner etc.). The Sub-By-Laws shall expressly provide that the Sub-Board shall act as the Responsible Owner of the subject Building where such subdivision occurred. The foregoing shall not prohibit a Sub-Board from delegating certain obligations to one or more of the Resultant Unit Owners within its Section, provided that the Resultant Unit Owners must remain jointly and severally liable for such Responsible Owner obligations). Any set of Sub-By-Laws shall provide that any notice that would have been required to be made to a Unit Owner, except as may be required by Law, shall be made to the Sub-Board with respect to any Units created as a result of such subdivision, and any failure to give additional notice to any individual Unit Owner shall not affect the validity of any notice properly given to the Sub-Board. The Sub-By-Laws shall further provide that any consents, approvals, determinations or actions required to be made by the Unit Owner so subdividing, including without limitation, when applicable, the right to consent to any amendments to the Declaration and By-Laws, shall be made by the Sub-Board on behalf of the Resultant Unit Owners and in the event that any Resultant Unit Owner directly brings an action hereunder against any Unit Owner or the Board, the Sub-Board agrees to indemnify and defend such Unit Owner or the Board against all such actions and expenses arising therefrom or in connection therewith, including, without limitation, reasonable attorneys' fees and disbursements. Notwithstanding the foregoing, (a) in no event shall any Sub-Board established by a Unit Owner to represent and act for the Unit Owners established by such subdivision be entitled, on a collective basis, to designate more than the number of Board Members that such Unit Owner so subdividing the Unit is entitled to designate under the terms of these By-Laws. The above-described changes may be made as of right. Nothing in the foregoing Section or otherwise in the Condominium Documents shall be construed to prohibit ownership and use of a Unit for any purpose otherwise permitted hereunder or under the Declaration. The non-subdividing Unit Owners shall, at the expense of the subdividing Unit Owner and upon request, reasonably cooperate with the subdividing Unit Owner in connection with such subdivision of the its Unit, and, in taking such actions in furtherance thereof as may be reasonably required, including, without limitation, in connection with the offering for sale of the Units to the public.

ARTICLE 9
MECHANIC'S LIENS, VIOLATIONS; COMPLIANCE WITH LAWS AND INSURANCE REQUIREMENTS; HAZARDOUS MATERIALS

9.1 Mechanic's Liens. In the event that any mechanic's lien is filed against any Unit or other portion of the Property as a result of services provided or materials furnished to, or Alterations or Repairs or other work performed for: (a) any Unit Owner (or such Unit Owner's Occupants or Permittees) with respect to such Unit Owner's Unit or any Limited Common Elements over which it exercises exclusive control pursuant to the Condominium Documents (such Unit Owner, for purposes of this Section 9.1, being referred to as the "Lien-Causing Unit Owner"); (b) the Base Board (or its managing agent or such Base Board's Occupants or Permittees) with respect to the Base Limited Common Elements (other than those over which

one or more Subdivided Base Unit Owners exercise(s) exclusive control pursuant to the Declaration or the Base By-Laws) or any Subdivided Base Unit owned by the Base Board or its designee; or (c) the Tower Board (or its managing agent or such Tower Board's Occupant's or Permittees) with respect to the Tower Limited Common Elements (other than those over which one or more Tower Unit Owners exercise(s) exclusive control pursuant to the Declaration or the Tower By-Laws); (d) the Condominium Board (or its Managing Agent or such Condominium Board's Occupants or Permittees) with respect to the General Common Elements or any Unit owned by the Condominium Board or its designee (in each such case (b), (c) or (d), for purposes of this Section, such Board being referred to as the "Lien-Causing Board"), or alleged to have been provided or furnished to, or performed for, any such Lien-Causing Unit Owner or Lien-Causing Board, as the case may be, then such Lien-Causing Unit Owner or Lien-Causing Board shall promptly notify the Condominium's Managing Agent (or, if there is no Managing Agent, the Condominium Board) of same, and shall cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or by posting a bond or other security as shall be required by law to obtain such release and discharge, in each case within thirty (30) days after receiving from the Base Board, Tower Board or Unit Owner whose Unit (and/or Limited Common Elements, as applicable) has been adversely affected by such mechanic's lien, or from the Condominium Board if any General Common Elements have been adversely affected by such mechanic's lien, a notice (a "Lien Notice") identifying the lien and requesting that the same be released or discharged, failing which: (y) the Condominium Board (in the case of a Lien-Causing Unit Owner or the Base Board or Tower Board that is a Lien-Causing Board), or (z) each of the Master Unit Owners, Sub-Boards or Tower Board, as applicable (if the Condominium Board is the Lien-Causing Board), shall have the rights set forth in Article 12 of these Condominium By-Laws. For purposes of this Section 9.1, the Base Board, Tower Board or Unit Owner shall be deemed to be "adversely affected" by a mechanic's lien (which is the responsibility of a Lien-Causing Unit Owner or Lien-Causing Board to remove, as aforesaid) if: (i) in the case of the Base Board or Tower Board that is affected, any of the Subdivided Base Units within the Base Section, or any of the Tower Units, any Base Limited Common Elements within the Base Section or any Tower Limited Common Elements within the Tower Section, or (ii) in the case of a Unit Owner that is affected, such Unit Owner's Unit and/or any Limited Common Elements over which such Unit Owner exercises exclusive control pursuant to the Condominium Documents, as applicable, is/are reasonably purportedly (whether or not actually) encumbered by or subjected to the mechanic's lien (provided such mechanic's lien arises from services provided or materials furnished to, or Alterations or Repairs or other work performed for or alleged to have been provided or furnished to, or performed for, the Lien-Causing Unit Owner or the Lien-Causing Board, and not by, to or for the putatively "adversely affected" Unit Owner or Board or its/their Occupants or Permittees). In all events, the Lien-Causing Unit Owner or Board shall defend, protect, indemnify and hold harmless all other Unit Owners and Boards (and their Occupants) from and against any and all Costs arising out of or resulting from the applicable mechanic's lien. Copies of all Lien Notices sent by the Base Board, Tower Board or Master Unit Owner shall be simultaneously sent to the Condominium Board.

9.2 Violations. In the event that any violation shall be noted or noticed against any Unit or other portion of the Property as a result of any condition at the Property created or suffered by or existing with respect to: (a) any Unit Owner (or such Unit Owner's Occupants or Permittees) with respect to such Unit Owner's Unit or any Limited Common Elements over

which it exercises exclusive control pursuant to the Condominium Documents (such Unit Owner, for purposes of this Section 9.2, being referred to as the "Violation-Causing Unit Owner"); (b) the Base Board (or its managing agent or such Base Board's Occupants or Permittees) with respect to the Base Limited Common Elements (other than those over which one or more Subdivided Base Unit Owners exercise(s) exclusive control pursuant to the Declaration or the Base By-Laws) or any Subdivided Base Unit owned by the Base Board or its designee; or (c) the Tower Board (or its managing agent or such Tower Board's Occupants or Permittees) with respect to the Tower Limited Common Elements (other than those over which one or more Tower Unit Owners exercise(s) exclusive control pursuant to the Declaration or the Tower By-Laws); (d) the Condominium Board (or its Managing Agent or such Condominium Board's Occupants or Permittees) with respect to the General Common Elements or any Unit owned by the Condominium Board or its designee (in each such case (b), (c) or (d), for purposes of this Section, such Board being referred to as the "Violation-Causing Board"), the Violation-Causing Unit Owner or the Violation-Causing Board, as the case may be, shall promptly notify the Condominium's Managing Agent (or, if there is no Managing Agent, the Condominium Board) of same, and shall cause the violation to be removed and the condition giving rise to the violation to be cured, in each case within thirty (30) days after receiving, from the Base Board, Tower Board or Master Unit Owner whose Unit or Base Limited Common Element or Tower Limited Common Element, as applicable, has been adversely affected by such violation, or from the Condominium Board if any General Common Elements have been adversely affected by such violation, a notice (a "Violations Notice") identifying the violation and requesting that the same be removed and the condition giving rise to it be cured (provided that if such violation cannot, notwithstanding diligent efforts, be removed and/or such condition cured within such thirty (30) day period, the Violation-Causing Unit Owner or the Violation-Causing Board, as the case may be, commences the removal of such violation and/or the curing of such condition as promptly as practicable within such sixty (60) day period and thereafter proceeds with diligence and continuity to complete such removal and/or cure); failing which: (y) the Condominium Board (in the case of a Violation-Causing Unit Owner or the Base Board or Tower Board that is a Violation-Causing Board), or (z) each of the Master Unit Owners, Sub-Boards or Tower Board, as applicable (if the Condominium Board is the Violation-Causing Board), shall have the rights set forth in Article 12 of these Condominium By-Laws. For purposes of this Section 9.2, a Board or a Unit Owner shall be deemed to be "adversely affected" by a violation or condition giving rise to a violation (which is the responsibility of a Violation-Causing Unit Owner or Violation-Causing Board to remove or cure, as aforesaid) if: (i) in the case of the Base Board or Tower Board that is affected, any of the Subdivided Base Units within the Base Section, or any of the Tower Units, any Base Limited Common Elements within the Base Section or any Tower Limited Common Elements within the Tower Section, or (ii) in the case of a Unit Owner that is affected, any of such Unit Owner's Unit and/or any Limited Common Elements over which such Unit Owner exercises exclusive control pursuant to the Condominium Documents, as applicable, in each case, is/are reasonably purportedly (whether or not actually) subjected to the violation or the violation is noted against same (provided such violation arises from a condition at the Property created or suffered by the Violation-Causing Unit Owner or the Violation-Causing Board, and not by the putatively "adversely affected" Unit Owner, Base Board or Tower Board or its/their Occupants or Permittees). In all events, the contesting Unit Owner or Board shall defend, protect, indemnify and hold harmless all other Unit Owners and Boards (and their

Occupants) from and against any and all Costs arising out of or resulting from any proceeding undertaken pursuant to this Section 9.2 or the underlying violation or non-compliance related thereto. Copies of all Violations Notices sent by the Base Board, Tower Board or Master Unit Owner shall be simultaneously sent to the Condominium Board.

9.3 Compliance With Laws, Insurance Requirements. Each Unit Owner and each Board, without cost or expense to the other Unit Owner(s) and Boards (except that costs and expenses incurred by the Condominium Board pursuant to this sentence are General Common Expenses, shall promptly comply and/or cause its Occupants or Permittees to comply with all Laws and Insurance Requirements applicable to such Unit Owner's or Board's Unit, Limited Common Elements or General Common Elements, as applicable; provided, however, that each Unit Owner and each Board shall have the right to contest, by appropriate legal or administrative proceedings diligently conducted in good faith, the validity or applicability to it of any such Law or Insurance Requirement and may delay compliance until a final decision has been rendered in such proceedings and appeal is no longer possible, unless such delay is reasonably likely to (1) render the other Unit(s) or any portion of any of the Common Elements liable to forfeiture, involuntary sale or loss, (2) result in involuntary closing of any business conducted thereon or therein, (3) subject another Unit Owner or Board to potential or real civil or criminal liability, (4) impair or prohibit any insurance required to be maintained hereunder or under any of the other Condominium Documents, or (5) subject any other Unit or Common Element to any lien or encumbrance, in which case (with respect to any of the foregoing clauses (1)-(5)) the contesting Unit Owner or Board shall immediately take such steps as may be necessary to prevent any of the foregoing, including posting bonds or security for complying with such Law or Insurance Requirement. If such alternate measures shall not be effective to prevent any of the foregoing, then such contesting Person shall comply with the applicable requirements pending the resolution of any such contest. Each non-contesting Unit Owner and Board shall cooperate to the fullest extent necessary with any contesting Unit Owner or Board in any proceeding undertaken pursuant to this provision, including executing necessary documents or consents to such contest, provided all costs and expenses incurred with respect thereto are paid by the contesting Unit Owner or Board, as the case may be. In all events, the contesting Unit Owner or Board shall defend, protect, indemnify and hold harmless all other Unit Owners and Boards (and their Occupants) from and against any and all Costs arising out of or resulting from any proceeding undertaken pursuant to this Section 9.3 or the underlying violation or non-compliance related thereto.

9.4 Hazardous Materials. No Unit Owner (or its Occupants or Permittees) or Board shall store, use or permit the storage or use of Hazardous Materials on, about, under or in its Unit, Limited Common Element or otherwise in or on the Property, except to the extent that such Hazardous Materials are necessarily and customarily used in the ordinary course of a usual residential building (or a commercial tenant's) operations conducted thereon, and any such storage and/or use shall at all times be in compliance with all applicable Environmental Laws. Each Unit Owner and Board shall defend, protect, indemnify and hold harmless each other Board and each other Unit Owner (and the Occupants of each of the foregoing) from and against any and all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including, but not limited to, costs of investigation, remedial response, and reasonable attorneys' fees and cost of suit, arising out of or

resulting from any Hazardous Material stored, used, maintained, released, or otherwise introduced by such Unit Owner or Board (including its Occupants and Permittees) under or in its Unit, Base Section, Tower Section, Base Limited Common Elements, Tower Limited Common Elements and General Common Elements or otherwise in or on the Property.

ARTICLE 10
RECORDS AND AUDITS

10.1 The Condominium Board.

10.1.1 The Condominium Board (or its Managing Agent) shall keep detailed records of the actions of the Condominium Board, minutes of the meetings of the Condominium Board, minutes of the meetings of the Unit Owners, if any, and financial records and books of account with respect to the activities of the Condominium Board, including a listing of all receipts and expenditures. In addition, the Condominium Board shall keep a separate account for each General Common Charge Obligor which, among other things, shall contain the amount of each assessment of General Common Charges and other amounts required by the Condominium Board to be paid by such Person, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid.

10.1.2 Within four months after the end of each fiscal year, an annual report of receipts and expenditures, prepared and certified by an independent certified public accountant or an independent certified public accounting firm, shall be submitted by the Condominium Board to all Master Unit Owners, Boards, Registered Mortgagees and Permitted Mortgagees who have requested the same in writing. The cost of such report submitted by the Condominium Board shall be a General Common Expense.

10.1.3 Any Master Unit Owner or the Tower Board (as agent or representative of the Unit Owners in its Section) may audit the books, records and documents of the Condominium but not more than once per fiscal year. The cost of such audit shall be at the expense of the party requesting same.

10.2 Availability of Documents. The records required to be kept by subsection 10.1.1 above (or as otherwise required by Section 339-w of the Condominium Act), and copies of the Declaration, these Condominium By-Laws, the General Rules and Regulations, any Tower or Sub-By-Laws, and the Floor Plans, as the same may be amended from time to time, shall be maintained at the office of the Condominium Board and shall be available for inspection by Unit Owners and their authorized agents and Registered Mortgagees during reasonable business hours and upon reasonable prior notice but not more frequently than once a year.

10.3 Confidential Information. Notwithstanding anything contained herein to the contrary, in order to maintain the privacy of the Unit Owners, in the event a Unit Owner provides the Managing Agent with the Unit Owner's email address, telephone number or an address other than the Buildings, the Managing Agent shall not disclose it without the written consent of the Unit Owner.

ARTICLE 11
INSURANCE; CASUALTY; CONDEMNATION

11.1 Insurance.

11.1.1 The Condominium Board, or the Tower Board, as the case may be, shall be required to obtain and maintain to the extent obtainable the following insurance: (i) "all risk" insurance on the Property, the Buildings and the common area improvements and the personal property belonging to the Condominium, in each case (A) in an amount equal to one hundred percent (100%) of the "Full Replacement Cost", which for purposes of these By-Laws shall mean actual replacement value (exclusive of costs of excavations, foundations, underground utilities and footings) with a waiver of depreciation, (B) containing an agreed amount endorsement with respect to the Property, the Buildings, the improvements (other than the Units) and personal property, waiving all co-insurance provisions, (C) providing for no deductible in excess of $100,000 for all such insurance coverage, and (D) if any of the improvements or the use of the Property shall at any time constitute legal non-conforming structures or uses, providing coverage for contingent liability from operation of building laws, demolition costs and increased cost of construction endorsements and containing an "Ordinance or Law Coverage" or "Enforcement" endorsement in an amount not less than 10% of the Buildings' replacement cost; (ii) commercial general liability insurance against claims for personal injury, bodily injury, death or property damage occurring upon, in or about the Property, with such insurance (A) to be on the so-called "occurrence" form with a general aggregate limit of not less than $1,000,000 and a per occurrence limit of not less than $1,000,000, and (B) to cover at least the following hazards: (1) premises and operations, (2) products and completed operations, (3) independent contractors, and (4) blanket contractual liability; (iii) fidelity bonds or insurance, in amounts deemed appropriate by it and/or the Tower Board, for all of its members, officers and employees and for the Managing Agent, if any, employed by it; to the full extent permitted by Law, the Condominium Board and the Tower Board shall purchase and maintain directors and officers insurance (A) to indemnify the Unit Owners, the Condominium Board and the Tower Board for any obligation which any of them incurs as a result of the indemnification of members and officers of the Condominium Board or Tower Board under the provisions of these By-Laws or as required by Law or by a court order, (B) to indemnify members and officers of the

Condominium Board and Tower Board in instances in which they may be indemnified by the Unit Owners or the Tower Unit Owners, as the case may be, or the Condominium Board or the Tower Board under the provisions of these By-Laws, and (C) to indemnify members and officers of the Condominium Board and the Tower Board in instances in which they may not otherwise be indemnified, to the extent provided by such insurance; (iv) at all times during which structural construction, repairs or alterations are being made with respect to the improvements, and only if the Property coverage form does not otherwise apply, (A) owner's contingent or protective liability insurance covering claims not covered by or under the terms or provisions of the above mentioned commercial general liability insurance policy, and (B) the insurance provided for in clause (i) above written in a so-called "Builder's Risk Completed Value" form (1) on a non-reporting basis, (2) against "all risks" insured against pursuant to clause (i) above, (3) including permission to occupy the Property, and (4) with an agreed amount endorsement waiving co-insurance provisions; (v) workers' compensation, subject to the statutory limits of the State of New York, and employer's liability insurance in respect of any work or operations on or about the Property, or in connection with the Property or its operation (if applicable); (vi) boiler and machinery insurance, if applicable, on terms consistent with the commercial property insurance policy required under clause (i) above; (vii) excess liability or umbrella insurance in an amount not less than $50,000,000 per occurrence on terms consistent with the commercial general liability insurance required under (ii) above; and (viii) upon sixty (60) days' written notice, such other reasonable insurance and in such reasonable amounts as the Condominium Board or the Tower Board, as the case may be, from time to time may reasonably determine against such other insurable hazards which at the time are commonly insured against for property similar to the Property located in or around the region in which the Property is located. The premiums for all insurance referred to above and for the liability insurance referred to below shall be a Common Expense and shall be borne by the Unit Owners in such proportions between them, with due consideration to their respective risks, liabilities and replacement values, as are equitable (as determined by the respective insurance carriers thereof or their agents, brokers or other such parties designated by the Condominium Board). Notwithstanding anything to contrary set forth herein, in the event of a dispute as to the Full Replacement Cost of the Property, the parties shall refer the matter to a replacement cost appraiser for determination.

11.1.2 All policies maintained by or on behalf of the Condominium Board or the Tower Board, as the case may be, as provided in Section 11.1.1 shall provide that adjustment of loss shall be made between the insurance company(ies) and by (i) the Tower Board, if the loss involves only the Tower Section, (ii) the Non-Tower Unit Owner, if the loss involves only one (1) Non-Tower Unit, or (iii) the Condominium Board, if the loss involves both the Tower Section and the Non-Tower Units, the General Common Elements or the Limited Common Elements. The right of the Condominium Board or a Unit Owner to adjust any loss as described above shall be subject (as to an encumbered Unit) to the rights of a Permitted Mortgagee, if any, under the terms of a Permitted Mortgage to approve adjustments to the extent required under the applicable loan documents, as it pertains to the Unit secured by the Permitted Mortgage (or other loan documentation related thereto) held by said Permitted Mortgagee.

11.1.3 All policies provided for in this Section 11.1 shall contain clauses or endorsements to the effect that:

11.1.3.1 no act or negligence of the Condominium Board or the Tower Board, as the case may be, the Unit Owners, or anyone acting for the Condominium Board or the Tower Board, as the case may be, or Unit Owners, or of any Tenant or other occupant of a Unit, or failure to comply with the provisions of any Policy, which might otherwise result in a forfeiture of the insurance or any part thereof, shall in any way affect the validity or enforceability of the insurance insofar as any Permitted Mortgagee is concerned;

11.1.3.2 the policies shall not be materially changed (other than to increase the coverage provided thereby) or canceled without at least thirty (30) days' prior written notice to any party named therein as an additional insured, including, without limitation, any Permitted Mortgagee; and

11.1.3.3 the issuers thereof shall give prompt written notice to the Permitted Mortgagees if a policy has not been renewed thirty (30) days prior to its expiration. The insurance required to be maintained under this Section 11.1 shall meet the following criteria:

(a) No Unit Owner shall (1) do or permit any act or thing to be done in or to its Unit which will invalidate or be in material conflict with any public liability, property or other policy of insurance at any time carried by either Board with respect to the Property, (2) keep anything in its Unit or in the Common Elements which is prohibited by the Fire Department, Board of Fire Underwriters, fire insurance rating organization or other authority having jurisdiction, or (3) permit its Unit or the Common Elements to be used in any manner which will increase the insurance rate for the Property over that in effect as of the date of this Declaration, unless such Unit Owner pays the additional cost thereof as provided below.

(b) Any costs, expenses, fines, penalties or damages which shall be imposed upon the Condominium Board or Tower Board, as the case may be, by reason of a default by a Unit Owner in performing its obligations under this Section 11.1, or by reason of any increase in the premium charged for insurance carried by the Condominium Board or Tower Board, as the case may be, resulting from a change in the insurance rate for the Property attributable to a particular use of such Unit Owner's Unit, shall be assessed against and payable by such Unit Owner and be deemed a Unit Owner Expense. For all purposes hereunder, a schedule or "makeup" of rates for the Property issued by the New York Fire Insurance Rating Bureau or other body making fire insurance rates applicable to the Property shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rate or rates then applicable to the Property.

(c) Any blanket insurance policy required or permitted hereunder shall specifically allocate to the Property the amount of coverage from time to time required hereunder and shall otherwise provide the same protection as would a separate Policy insuring only the Property in compliance with the provisions of Section 11.1.1 above.

(d) All policies of physical damage insurance obtained by the Condominium Board, the Tower Board and the Unit Owners shall contain, waivers of subrogation and waivers of any defense based on (i) co-insurance, (ii) other insurance, (iii) invalidity arising from any acts of the insured, or (iv) pro rata reduction of liability, and shall

provide that such policies may not be canceled or materially or substantially modified without at least thirty (30) days' prior written notice to all of the insureds, including all Unit Owners and Permitted Mortgagees. The Condominium Board, the Tower Board and all Unit Owners hereby waive their subrogation rights as to each other.

(e) Except for workers compensation and New York Statutory Disability insurance coverages, all insurance maintained hereunder shall contain waivers of subrogation and the Condominium Board or Tower Board, as the case may be, and the Unit Owners each hereby waive and agree that they shall make no claim for recovery against each other for damages to or loss of the Common Elements and/or any Unit, or any improvements and betterments thereon or therein, and injury or damage arising out of operations if such damage, injury or loss is covered by valid and collectible insurance protecting the Condominium Board or Tower Board, as the case may be, and the Unit Owners and which contains a clause permitting the insured to waive such rights prior to the occurrence of a loss. Such waiver of subrogation shall apply to all stated insurance coverages herein.

(f) All policies maintained by the Condominium Board or Tower Board, as the case may be, shall acknowledge and provide that (a) all Unit Owners and Permitted Mortgagees are deemed additional insureds for any liability insurance except that Unit Owners shall not be considered additional insureds with respect to the operations of their own Unit; (b) the Condominium Board is deemed a loss payee for casualty to a General Common Element or a Non-Tower Common Element appurtenant to more than one but not all Units, and the Tower Board is deemed a loss payee for casualty to a Tower Common Element or Tower Limited Common Element; and (c) each Unit Owner is deemed a loss payee for casualty to its respective Limited Common Element exclusively appurtenant to such Unit. The Condominium Board shall provide a copy of all insurance policies to all Unit Owners and Permitted Mortgagees, at no cost to any Permitted Mortgagee, evidencing all required Board policy coverages and additional insured, loss payee or mortgagee status.

(g) Liability coverage shall be endorsed with a severability of interest endorsement, if not otherwise included, stating that if a claim is brought by one insured against another insured under such policy, or by an employee of one insured against another insured under such policy, each insured shall be considered a separate insured for purposes of the insurance. The policies shall be written with a contractual liability endorsement, if not otherwise included, providing coverage for bodily injury or property damage assumed under any type of "written agreement," as defined in the standard ISO liability policy, to the extent permitted by Law.

(h) The issuance of any insurance policy hereunder with respect to a Unit Owner's insurance coverage, shall not be deemed to limit or restrict in any way any Unit Owner's liability in connection with or arising out of its work and the indemnification obligations set forth in this Declaration.

11.1.4 The Condominium Board or Tower Board, as the case may be, shall provide copies of its new or renewal policies to each Permitted Mortgagee within thirty (30) days following expiration of expired policies, and evidence of renewal policies, in binder form, shall

be delivered by the Condominium Board or Tower Board, as the case may be, to each Permitted Mortgagee at least ten (10) days prior to the expiration dates of such policies, together with proof that the premiums for at least the first year of the term of such policies have been paid.

11.1.5 If any of the foregoing insurance coverages, including without limitation, the deductibles with respect thereto, are unavailable or unavailable at commercially reasonable rates, then in lieu thereof, the Condominium Board or Tower Board, as the case may be, may, subject to the rights of any Permitted Mortgagee, obtain and maintain such other insurance coverages as would then be obtained and maintained by prudent property owners of similar properties situated in the City of New York. The Condominium Board or Tower Board, as the case may be, shall have the right to reasonably amend the required limits and types of insurance from time to time, with, in the case of the former, the consent of at least one member of the Condominium Board designated by the Non-Tower Unit Owners and at least one member of the Condominium Board designated by the Tower Board. The insurance coverage described herein may be adjusted for inflation at the discretion of the Board.

11.1.6 If the Condominium Board fails to obtain and maintain the insurance required in this Article 11, then the Tower Board and the Non-Tower Unit Owners shall have a the right, upon three (3) Business Days' notice to the Condominium Board, to obtain such insurance in the required amounts. If the Tower Board and the Non-Tower Unit Owners fail to obtain and maintain the insurance required in this Article 11 following the Condominium Board's failure, then a Permitted Mortgagee shall have the right, upon three (3) Business Days' notice to the Condominium Board, the Tower Board, Permitted Mortgagees, and the Non-Tower Unit Owners, to obtain such insurance in the required amounts. All premiums paid therefor shall be deemed a debt and obligation of the Condominium Board to be repaid with interest at the Prime Rate plus two percent (2%) per annum, upon demand. The Tower Board and each of the Unit Owners shall be deemed to have a power of attorney, coupled with an interest, from the Condominium Board to act on its behalf to perform the obligations of the Condominium Board as set forth herein. Each Permitted Mortgagee also shall be deemed to have a power of attorney, coupled with an interest, from the Condominium Board, the Tower Board and the Non-Tower Unit Owners to act on their behalf to perform the obligations of the Condominium Board as provided under this Section. Any dispute under this Section 11.1 shall be resolved by Arbitration. Notwithstanding anything to the contrary set forth herein, any Permitted Mortgagee, Board, or Unit Owner intending to obtain insurance on behalf of the Condominium pursuant to this Section 11.1.7 shall provide all other Permitted Mortgagees, the Boards and Unit Owners notice of such intent.

11.1.7 Neither the Condominium Board nor the Tower Board are required to obtain or maintain any insurance with respect to any improvements within, and personal property, fixtures, equipment, portioning walls, floor and wall coverings and furniture contained in, a Unit. Each Unit Owner shall, at the Unit Owner's own cost and expense, obtain and keep in full force and effect (a) comprehensive personal liability insurance against any and all claims for personal injury, death or property damage (including, but not limited to, loss due to water damage) occurring in, upon, or from the Unit, or any part thereof, with minimum coverage as established by the Condominium Board or the Tower Board, as the case may be, from time to time; and (b) Unit Owner's "all-risk" property insurance in respect of property damage occurring

in, upon, or from the Tower Unit or any part thereof (including but not limited to appropriate coverage for additions, alterations, improvements and betterments, and loss due to water damage). The limits of liability set forth in (a) and (b) above may be increased by the Condominium Board or the Tower Board, as the case may be, from time to time. The insurance required above shall be written in form reasonably satisfactory to the Condominium Board or the Tower Board, as the case may be, by good and solvent insurance companies of recognized standing, authorized to do business in the State of New York. Upon ten (10) days' written notice from the Condominium Board or the Tower Board, as the case may be, or the Managing Agent, the Unit Owner shall deliver to the Condominium Board or the Tower Board, as the case may be, a duplicate original of the aforesaid policies, certificates evidencing such insurance or such other confirmation satisfactory to the Condominium Board or the Tower Board, as the case may be. The Condominium Board or the Tower Board, as the case may be, and the Managing Agent shall not be responsible for ensuring that Unit Owners are insured and shall have no liability for the failure of a Unit Owner to have insurance. To the extent either party is insured for loss or damage to property, each party will look to their own insurance policies for recovery.

11.1.8 Notwithstanding anything to the contrary set forth above, in the event that any Unit is subject to more stringent Insurance Requirements as a result of any lease or Permitted Mortgage placed upon such Unit, or otherwise, the Condominium Board or Tower Board, as the case may be, and the Insurance Trustee will be obligated to satisfy the more stringent requirements, and the Condominium Board or Tower Board, as the case may be, if necessary, will obtain such additional insurance coverage as may be required. Any additional costs incurred as a result of the foregoing will be borne by the Unit Owner whose Unit was subject to the more stringent requirements.

11.1.9 Without limiting the remedies of the Condominium Board or the Tower Board, as the case may be, for a Unit Owner's default, in the event that a Unit Owner (or any Tenant or occupant of all or any portion such Unit Owner's Unit) fails to provide a certificate or other evidence of insurance required to be provided by each Unit Owner (or such Tenant or occupant) hereunder and does not cure such default within ten (10) Business Days after notice from the Condominium Board, the Tower Board, a Non-Tower Unit Owner or a Permitted Mortgagee (as the case may be), the Condominium Board, the Tower Board, such Non-Tower Unit Owner or such Permitted Mortgagee, as the case may be, shall be authorized (but not required), if the same remains uncured, to procure such coverage on behalf of such Unit Owner and the cost thereof (if made by the Condominium Board or the Tower Board, as the case may be) shall be charged back to such Unit Owner as a Unit Owner Expense (and, if such coverage is obtained by the Non-Tower Unit Owner or such Permitted Mortgagee, all payments with respect thereto shall be reimbursed to such Unit Owner by the Defaulting Unit Owner).

11.1.10 The Condominium Board or the Tower Board, as the case may be, shall obtain and maintain such additional or greater insurance coverage as may be requested in writing by a Unit Owner, provided the requesting Unit Owner shall pay the premium (or increase in existing premiums) related thereto as a Unit Owner Expense.

11.1.11 Any company writing any insurance required under these By-Laws shall have an A. M. Best rating of not less than A-/VIII. All commercial general liability insurance

policies shall name as additional insureds the Condominium Board, the Tower Board, the Unit Owners, Permitted Mortgagees and such other parties as the particular Unit Owner shall request, all as their respective interests shall appear. All policies of insurance shall contain endorsements that the insurer(s) shall give the Condominium Board, the Tower Board and the Unit Owners and their designees at least thirty (30) days' advance written notice of any cancellation, termination, material change or lapse of insurance, however the insurer may give ten (10) days' notice for nonpayment. Certificates evidencing the existence of the policies to be maintained by a Unit Owner (or any Tenant or occupant of such Unit Owner's Unit) under this Section 11.1 shall evidence satisfaction of the requirements for such policies set forth herein and shall be delivered to the Condominium Board, the Tower Board and each Unit Owner no later than ten (10) days prior to such Unit Owner's acceptance of the deed for its Unit or, if a Unit Owner (or any Tenant or occupant of such Unit Owner's Unit) is performing any alterations, additions or improvements, not less than fifteen (15) days prior to the commencement of such work. Within ten (10) days prior to the expiration or termination date of any policy, the Unit Owner or Tenant shall deliver a renewal or replacement certificate evidencing the existence thereof, to the Condominium Board, the Tower Board, each Unit Owner and Permitted Mortgagee. All policies of property insurance maintained by any Unit Owner shall contain a waiver of subrogation with respect to the Condominium Board, the Tower Board, each Unit Owner, each Permitted Mortgagee and their respective agents and employees, to the extent obtainable. Nothing herein shall preclude or prevent any Unit Owner from obtaining or maintaining insurance, which is greater in scope than that which is required hereunder.

11.1.12 Premiums for insurance required to be obtained by the Condominium Board shall be allocated to each Unit Owner as follows:

(a) Casualty insurance, terrorism insurance and boiler and machinery insurance shall be allocated to each Unit Owner based upon its respective Common Interest and paid as a Unit Owner Expense.

(b) Commercial general liability and excess and umbrella coverage, worker's compensation and employer's liability shall be allocated to each Unit Owner based upon its respective Common Interest and paid as a Unit Owner Expense.

(c) Fidelity Bonds shall be included as part of the Common Charges payable by each Unit Owner.

11.1.13 If any insurance policy maintained by the Condominium Board or Tower Board, as the case may be, contains a deductible, then that portion of any loss or claim which is not covered by insurance due to the application of a deductible, as well as any claim or loss for which the Condominium is self-insured, may be assessed by the Condominium Board or Tower Board, as the case may be, against the individual responsible for the loss.

11.2 Casualty.

11.2.1 If the Buildings are damaged by fire or other casualty, the Condominium Board shall, with due diligence and in as timely a manner as practicable under the circumstances,

cause the damage to be repaired and the Buildings (exclusive of Tenant build outs and other interior improvements which shall be the sole responsibility of the affected Unit Owner in accordance with Section 11.2.3 below) to be restored pursuant to the following provisions of this Section 11.2.1, and Sections 11.2.3, 11.2.5 through 11.2.8 below, unless such casualty is a Significant Casualty and the Tower Board does not decide to repair and restore the Tower Section, in which event the provisions of Section 11.2.4 below shall apply.

(a) Claims shall be adjusted as follows: (a) if the casualty affects only a Non-Tower Unit (or any portion thereof), such adjustment shall be made by the Unit Owner, (b) if the casualty affects only the Tower Section (or any portion thereof), such adjustment shall be made by the Tower Board, (c) in all other cases, such adjustment shall be made by the Condominium Board, and (d) in each of (a) through (c), for so long as Declarant's Permitted Mortgage and/or the Construction Loan, as applicable, are still outstanding with respect to the applicable Unit or Section, all adjustments shall be subject to the consent of the Declarant's Permitted Mortgagee in accordance with the provisions of Declarant's Permitted Mortgage, and to the extent applicable, the Construction Loan Documents. Any dispute regarding the adjustment and/or settlement of any claim with the relevant insurance company shall be submitted to Arbitration.

(b) The Non-Tower Unit Owners, the Condominium Board and the Tower Board, shall cause all necessary repair and restoration work with respect to the Buildings to be performed in accordance with the provisions of this Section 11.2.1 and Sections 11.2.3, 11.2.5 through 11.2.8 below. If proceeds with respect to a loss shall be payable to the Condominium Board, the Condominium Board shall (i) subject to the requirements in Section 11.2.2 and 11.2.6 to deposit proceeds with the Insurance Trustee, hold such proceeds in trust for the purpose of paying the costs of the repair or restoration as provided in Section 11.2.1 and (ii) apply such proceeds first to the payment in full of the cost of such repair and restoration before using any part of the same for any other purpose. The Condominium Board shall give notice of completion of any such repair or restoration to the Unit Owners if such repair or restoration is needed in both the Tower Section and the Non-Tower Section, and then the excess proceeds shall be distributed in accordance with Section 11.3.9. In connection with the repair and restoration work to the Buildings in accordance with the provisions of this Section 11.2.1 and Sections 11.2.2 – 11.2.8 below, and subject thereto, the Condominium Board shall engage an Architect (as defined below), if required. The repair and restoration shall be commenced and pursued to completion in as timely a manner as practicable and shall be performed on behalf of the Condominium Board by a Contractor (as hereinafter defined) approved by a majority of Condominium Board Members. "Architect" shall mean an architect or construction consulting firm that provides engineering and/or architectural services, which is experienced in the design and operation in the City of New York of structures similar to the Buildings and has provided services comparable to those being requested hereunder within not less than three (3) of the immediately preceding ten (10) years. "Contractor" shall mean a qualified general contractor or construction manager with significant experience in the construction of structures in Manhattan similar to the Buildings.

(c) The Plans and Specifications for such repair and restoration of the Buildings shall be prepared by the Architect in accordance with instructions given by the

Condominium Board and shall provide for the restoration of the damaged portion of the Buildings as close as commercially practicable to the Buildings as they existed prior to the damage or destruction, except to the extent any changes in applicable Legal Requirements require otherwise.

(d) During the course of the repair and restoration, the Condominium Board shall maintain the builder's risk insurance required by 11.1.1.

11.2.2 In connection with any casualty, the Insurance Trustee shall hold all Net Proceeds and shall be the disbursement agent for all Net Proceeds which pertain to such casualty.

11.2.3 In the event any build outs or other similar improvements to the interior of any of the Units (and not the Common Elements) are damaged or destroyed by fire or other casualty, the affected Unit Owner, at its sole cost and expense (and whether or not insurance proceeds are available therefor), shall immediately remove any rubble and debris resulting from such event and, within a reasonable time thereafter, shall, at its election, and at its sole cost and expense, either (i) repair and restore the space so damaged to a habitable and usable condition in compliance with the provisions of any existing leases and otherwise in compliance and conformity with applicable Legal Requirements, the Declaration, these By-Laws, and the standards generally applicable to similar buildings in Brooklyn, or (ii) restore such space to a safe and secure condition in compliance with applicable Legal Requirements and with complete and slightly demising walls, doors and exterior visible surfaces separating such space from any other space which is visible from outside of the damaged space, which shall include any appropriate aesthetic alterations to the exterior of such damaged space.

11.2.4 If the Buildings are damaged by fire or other casualty, the Buildings shall be repaired or restored in accordance with the provisions of Section 11.2.1(b) above, unless (i) more than seventy-five percent (75%) of the Buildings are damaged or destroyed by fire or casualty (a "Significant Casualty") as determined by the Certifying Professional in accordance with Section 11.2.5 below, and (ii) the owners of two thirds of the Units and the Common Interests vote to not repair and restore the Buildings. If a Significant Casualty occurs and the owners of two thirds of the Units and the Common Interests vote to not repair and restore the Buildings, (a) the Condominium Board shall secure and fence-in the Property boundary, and shall raze the Buildings, if necessary, and put the Buildings and Property into compliance with applicable Legal Requirements, and otherwise make the Property and Buildings safe (all of the activities described in this clause (a), the "Safety Work"), (b) the insurance proceeds, net of the costs and expenses of the Condominium Board and the Unit Owners hereunder and the cost of any Safety Work, shall be distributed to the Unit Owners based upon each Unit Owner's percentage interest in the Common Elements, except that no payment shall be made to a Unit Owner until there first has been paid out of such Unit Owner's share of such proceeds such amounts as are necessary to repay in full all unpaid liens on such Unit (including, without limitation, the Declarant's Permitted Mortgages) in the order of priority of such liens. In the event the Buildings are repaired and restored as aforesaid, each Unit Owner (including any Resultant Unit Owner) hereby acknowledges and agrees that insurance proceeds will be first applied to such repair and restoration in accordance with this Section 11.2 of these By-Laws. Notwithstanding anything in the Declaration or these By-Laws to the contrary, no Unit Owner or

any other Person shall have priority over the rights of the holder of a lien against such Unit (in the order of priority of such liens) or the rights of the holder of a pledge of an interest in such Unit Owner (in the order of priority of such pledges) to such insurance proceeds for loss or damage to a Unit or insurance proceeds for loss or damage to the Common Elements where the applicable Board does not make any such repairs or restoration.

11.2.5 As soon as reasonably practical after any fire or other casualty (but in no event more than sixty (60) days after such fire or other casualty), a Certifying Professional (as hereinafter defined) shall be retained by the Condominium Board. The term "Certifying Professional" shall mean an architect (other than the Architect) or a licensed professional engineer, or engineering or construction consulting firm that provides engineering and/or architectural services, which is experienced in the design and operation in the City of New York of structures similar to the Building and has provided services comparable to those being requested hereunder within not less than three (3) of the immediately preceding ten (10) years, approved by a Condominium Board Member designated by the Rental Unit Owner and a Condominium Board Member designated by the Commercial Unit Owner, which approval shall not be unreasonably withheld or delayed. The Condominium Board shall direct the Certifying Professional to prepare a reasonably detailed statement setting forth (i) a description of the damaged areas of the Buildings (exclusive of Tenant build outs and other similar interior improvements) and structural supports, and (ii) an estimate (the "Casualty Estimate") of the total costs of such repair or restoration (exclusive of Tenant build outs and other similar interior improvements), and to reasonably determine and certify the Architect Casualty Allocation Ratio (as hereinafter defined) and to notify the Condominium Board and the Unit Owners of such ratio and the method by which such ratio was calculated, which notice shall include a complete schedule of costs and a reasonably detailed breakdown thereof by area and type of damage and necessary repair and restoration. The term "Architect Casualty Allocation Ratio" shall have the following meaning: the ratio of (A) the relative cost of the restoration to be performed as a result of the damage to each Unit Owner (including its applicable share of damage to the Common Elements), to (B) initially, the Casualty Estimate and, as and if the costs change during the course of the restoration work, the actual total costs. To the extent that the Condominium Board and the Unit Owners are required to restore in accordance with the provisions of this Section 11.2, each Unit Owner shall be responsible for its share of the costs of restoration based upon the Architect Casualty Allocation Ratio. If the cost and expense of any repair and restoration to the Buildings (exclusive of Tenant build outs and other similar interior improvements) pursuant to this Section 11.2 shall exceed the amount of Net Proceeds, the excess cost and expense (or the entire amount of such cost and expense, if there are no insurance proceeds) shall be borne by the Unit Owners in proportion to the Architect Casualty Allocation Ratio. Notwithstanding the foregoing, (1) to the extent the additional costs result from changes requested by a Unit Owner or the acts or omissions of a Unit Owner, such Unit Owner shall be solely responsible for payment of the additional costs, and (2) if a Unit Owner fails to carry any insurance required under Section 11.1 (or otherwise cause its Tenants to maintain such coverage, as applicable), such Unit Owner shall be responsible for the payment of any restoration costs that would have been paid from the proceeds of such insurance. The Unit Owners shall share, subject to the terms of the immediately preceding sentence, any cost overruns resulting from unavoidable delays based on the Architect Casualty Allocation Ratio. Each Unit Owner shall share in paying any insurance deductible in accordance with the Architect Casualty Allocation Ratio.

11.2.6 In connection with any repairs to or restoration of the Buildings pursuant to the provisions of these By-Laws, the Insurance Trustee (defined hereto in Section 17.1.1(a)) shall hold all net proceeds ("Net Proceeds") and shall be the disbursement agent for all Net Proceeds which pertain to damage that has occurred with respect to the Buildings.

11.2.7 Upon completion of the repair and restoration in accordance with the provisions of this Section and full payment therefore and for all costs in connection therewith, any excess Net Proceeds shall be retained by the Condominium Board. No payment of Net Proceeds shall be paid to a Unit Owner until Permitted Mortgages on the Unit (in the order of priority of such Permitted Mortgages) are satisfied.

11.2.8 Except as set forth in Sections 11.2.3 and 11.2.4 above, the Condominium Board shall be obligated to repair and restore the Buildings regardless of whether or not any insurance proceeds are available.

11.2.9 Reallocation of Common Interests. If, as a result of a casualty, the total square footage of any Unit changes, the parties shall promptly (x) adjust, as of the date of completion of the repairs and restoration required in connection with such casualty, the Unit Owners' Common Interests in the Condominium in a manner consistent with the allocation thereof in existence immediately preceding such casualty, and (y) prepare and record in the City Register's Office an amendment to the Declaration and/or these By-Laws, as appropriate, confirming such reallocation. If the parties shall not agree on any of the matters referred to in the foregoing clauses (x) and (y) within ninety (90) days following completion of the repairs and restoration, they shall submit such issue to Arbitration to the extent permitted by Law.

11.2.10 Insurance Trustee. The "Insurance Trustee" shall be a bank or trust company having an office located in The City of New York, as designated by the Board, and having a capital surplus and undivided profits of $500,000,000 or more. In the event the Insurance Trustee resigns or is replaced by the Board, the Board shall appoint a new Insurance Trustee which shall be a bank or trust company having an office located in The City of New York and having a capital surplus and undivided profits of $500,000,000 or more. The Board shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a Common Expense. The Insurance Trustee shall hold all funds in accordance with Section 254(4) of the Real Property Law of the State of New York.

11.3 Condemnation.

11.3.1 Takings in General. If the Condominium Board or any Unit Owner receives notice that all or any part of the Property has been or is to be taken through the exercise of the power of eminent domain under applicable Law (a "Taking") or becomes aware of any actual or threatened commencement of any proceeding for the condemnation of all or any portion of the Property, the Condominium Board, the Tower Board, or Unit Owner ("Condemnation" or "Partial Condemnation"), as applicable, shall so notify the other Unit Owners, each Permitted Mortgagee, the Tower Board, and the Condominium Board, as applicable. The Condominium Board shall on behalf of the Unit Owners, prosecute the claims for the Award (as defined below). If such Taking is not of Substantially All the Property (as defined below in Section 11.3.4), then

any restoration, reconstruction, or alteration required in connection with such Taking shall be performed with due diligence and in as timely a manner as practicable under the circumstances in accordance with the provisions of this Article. "Award" shall mean the award for damages or compensation payable on the basis of, or attributable to, a Taking, and, in the case of a Taking of less than Substantially All of the Property, shall include any award (or portion thereof) payable on the basis of restoration or other work necessitated by the Taking, but not including any separate claim by any Unit Owner or their respective Tenants for personal property, trade fixtures, moving or relocation costs. "Net Award" shall mean the Award less all reasonable fees and expenses incurred by the Unit Owners and the Condominium Board in collecting the Award.

(a) Claims shall be adjusted as follows: (a) if the Taking affects only a Non-Tower Unit (or any portion thereof), such adjustment shall be made by the Unit Owner, (b) if the Taking affects only the Tower Section (or any portion thereof), such adjustment shall be made by the Tower Board, and (c) in all other cases, such adjustment shall be made by the Condominium Board. Any dispute regarding the adjustment and/or settlement of any claim with the relevant insurance company shall be submitted to Arbitration.

11.3.2 Immaterial or Temporary Taking. In the event of an immaterial Taking (e.g., a Taking in connection with a street widening which does not affect the Building), the Net Award shall, following payment of any amounts required in connection with any restoration in connection with such Taking, and amounts required to be paid to Declarant's Permitted Mortgagee if required under the applicable loan documents, be disbursed to the Unit Owners in accordance with their respective Common Interests; provided, however, that no payment shall be made to a Unit Owner until there has first been paid, out of his or her share of such Net Proceeds, all liens on his or her Unit (other than mortgages which are not Permitted Mortgages), in the order of priority of such liens. In the event of a temporary Taking, the Net Award will be allocated first to Declarant's Permitted Mortgagee if required under the applicable loan documents, and then to the Unit Owners based upon the portion of each Unit, as applicable, that is so taken.

11.3.3 Material Takings. In the event of a material Taking that does not constitute a Taking of Substantially All of the Property (as hereinafter defined), the Unit Owners shall cooperate to repair and restore the remainder of the Buildings in accordance with the applicable provisions of this Article.

11.3.4 Taking of Substantially All of the Property. In the event of a Taking of Substantially All of the Property, subject to amounts required to be paid to Declarant's Permitted Mortgagee if required under the applicable loan documents, the Net Award shall be disbursed to the Unit Owners based upon their respective Common Interests; provided, however, that no payment shall be made to a Unit Owner until there has first been paid from out of his or her share of such Net Proceeds all liens on his or her Unit (other than mortgages which are not Permitted Mortgages), in the order of priority of such liens. A Taking of "Substantially All of the Property" shall mean (i) such portion of the Property as, when so taken, would leave a balance of the Property that, due either to the area so taken or the location of the part or parts so taken in relation to the part or parts not so taken, would not, under economic conditions, zoning laws and building regulations then existing, readily accommodate a new or reconstructed building or

buildings of a type and size generally similar to the Buildings existing at the date of Taking or (ii) a Taking of more than ten percent (10%) of the square footage of the Buildings (exclusive of any Tenant build outs and other similar improvements to the interior components of the Units), as determined by the Certifying Professional in accordance with Section 11.3.8 of these By-Laws unless the Condominium Board agrees to repair and restore the Property as a result of such Taking in which event such Taking shall not be deemed to be a Taking of Substantially All of the Property.

11.3.5 Obligation to Restore. Except in the event of a Taking of Substantially All of the Property, the Unit Owners shall be obligated to repair and restore the Buildings to the extent required in connection with a Taking regardless of whether or not the Net Award is sufficient. Each Unit Owner shall cooperate with the other Unit Owners and the Condominium Board in connection with any such repairs or restoration to the Buildings.

11.3.6 Supervision of Repair and Restoration. The Condominium Board shall cause all necessary repair and restoration work with respect to the Buildings to be performed in accordance with the provisions of this Article. In connection therewith, the Condominium Board shall engage an Architect. The repair and restoration shall be commenced and pursued to completion in as timely a manner as practicable and shall be performed on behalf of the Condominium Board by a Contractor; provided, however, that the selection by the Condominium Board of an Architect or Contractor shall require the approval of the majority of members of the Condominium Board designated by the majority of the members of the Condominium Board, which approval shall not be unreasonably withheld or delayed. If the applicable members of the Condominium Board fail to agree upon the selection of an Architect or the Contractor within sixty (60) days after the occurrence of such Taking, then the selection of the Architect and the Contractor, as applicable, shall be submitted to Arbitration.

11.3.7 Plans and Specifications. The Plans and Specifications for necessary repair and restoration in accordance with the provisions of this Article shall be prepared by the Architect in accordance with instructions given by the Condominium Board and shall provide for the restoration of the remaining portion of the Buildings as close as commercially practicable to the Buildings as they existed prior to the Taking, except to the extent any changes in applicable Legal Requirements require otherwise; provided that in the event any Taking affects any portion of the Non-Tower Units, any such changes shall be approved by the Non-Tower Unit Owners, in their sole discretion.

11.3.8 Determination of Costs. As soon as reasonably practical after a Taking (but in no event more than sixty (60) days after a Taking), a Certifying Professional shall be retained by the Condominium Board. The Condominium Board shall direct the Certifying Professional to prepare a reasonably detailed statement setting forth (a) a description of the condemned areas of the Buildings and structural supports, and (b) an estimate of the total costs of required repairs and restoration (exclusive of Tenant build outs and other similar interior improvements) (which estimate shall be deemed the "Condemnation Estimate"), and to reasonably determine and certify to the initial Architect Taking Allocation Ratio and to notify the Unit Owners of such ratio and the method by which such ratio was calculated, which notice shall include a complete schedule of costs and a reasonably detailed breakdown thereof by area and

type of damage and type of necessary repair and restoration. To the extent the Unit Owners are required to restore pursuant to this Article, each Unit Owner shall be responsible for its share of the costs of restoration based on the Architect Taking Allocation Ratio. If the cost and expense of any repair and restoration to the Buildings pursuant to this Article shall exceed the amount of the Net Award, the excess cost and expense shall be borne by the Unit Owners based on the Architect Taking Allocation Ratio. Notwithstanding the foregoing, to the extent the additional costs result from the acts or omissions of one of the Unit Owners or optional changes requested by a Unit Owner, such Unit Owner requesting the changes or causing the delays shall be solely responsible for payment of the additional costs (which costs will be factored into an adjusted Architect Taking Allocation Ratio). The Unit Owners shall share, subject to the terms of the immediately preceding sentence, any cost overruns resulting from unavoidable delays based on the Architect Taking Allocation Ratio. Notwithstanding the foregoing, the cost of any restoration of the structural supports in connection with a covered Taking shall be shared by the Unit Owners based on their respective Common Interests, to the extent that such cost is not satisfied out of the available Net Award.

11.3.9 Excess Net Award. Upon completion of the repair and restoration in accordance with the provisions of this Article and full payment therefore and for all costs in connection therewith, any excess Net Award shall be distributed as follows (subject to the terms of the Construction Loan, for so long as the same is outstanding):

(a) If one of the Unit Owners failed to contribute to a deficiency in connection with the repair and restoration work as herein provided, the amount of such deficiency, together with interest thereon at the Default Rate, shall be paid first to Declarant's Permitted Mortgagee if required under the applicable loan documents, and then to the other Unit Owners to the extent advanced by them and the amount of such deficiency shall be deemed a Unit Owner Expense, and

(b) Any remaining balance shall be paid first to Declarant's Permitted Mortgagee if required under the applicable loan documents, and then to the Unit Owners in accordance with the Architect Taking Allocation Ratio.

11.3.10 Costs Defined. For purposes of this Article, architects' and engineers' fees, attorneys' fees (other than those arising from a dispute of the parties hereunder, including, without limitation, any dispute that is submitted to Arbitration) consultants' fees, the fees of the Certifying Professional, title insurance premiums and other similar costs and expenses relating to repair or restoration shall be included in the costs and expenses of any such repair or restoration.

11.3.11 Reallocation of Common Interest. If, as a result of a Taking, the total square footage of any Unit changes, the parties shall promptly (x) adjust, as of the date of such Taking, the Unit Owners' Common Interest in a manner consistent with the allocation of the Common Interest in existence immediately preceding such casualty or Taking and (y) prepare and record in the City Register's Office an amendment to the Declaration confirming such reallocation. If the parties shall not agree on any of the matters referred to in the foregoing clauses (x) and (y) within ninety (90) days following completion of the reconstruction, they shall submit such issue to Arbitration.

11.3.12 Net Awards to Insurance Trustee. In connection with any Taking, the Insurance Trustee shall hold all Net Awards and shall be the disbursement agent for all Net Awards, which pertain to such Taking.

ARTICLE 12
EVENTS OF DEFAULT; RIGHTS OF CURE; CONDOMINIUM BOARD'S LIEN; GRANTEES LIABLE FOR UNPAID GENERAL COMMON CHARGES

12.1 Failure to Pay General Common Charges.

12.1.1 The Condominium Board shall take prompt action to collect any General Common Charges or Special Assessments which remain unpaid following notice and the expiration of applicable grace periods, including, without limitation, the institution of such actions and the recovery of interest and expenses as are provided in this Article 12.

12.1.2 The Condominium Board shall have a lien (the "Condominium Board's Lien") for all unpaid General Common Charges, Special Assessments, other sums payable to it as if part of General Common Charges or amounts otherwise due to the Condominium Board (together with interest thereon as provided in this Article) from a delinquent Unit Owner or General Common Charge Obligor. Such lien(s) shall be subordinate only to liens for real estate taxes and other assessments by taxing authorities and, to the extent required by applicable Law, to prior recorded mortgages on the Unit(s) of such delinquent Unit Owner(s), which are first mortgages of record. Without limiting any of the foregoing (but subject to the rights of the applicable Board if a Master Unit has been subdivided, as described in Sections 12.2.4 and 12.5 below), the Condominium Board may: (w) bring an action to foreclose the Condominium Board's Lien in accordance with Section 339-aa of the Real Property Law; (x) purchase the interest of the owner of such Unit at a foreclosure sale resulting from any such action; (y) proceed by appropriate judicial proceedings to enforce the specific performance or observance by the defaulting General Common Charge Obligor of the applicable provisions of the Declaration or these Condominium By-Laws from which default arose; or (z) exercise any other remedy available at Law or in equity; however, in the event the net proceeds received on a foreclosure sale are insufficient to satisfy the Defaulting Unit Owner's obligations, the owner of such Unit prior to the foreclosure sale shall remain liable for the payment of all unpaid Common Charges which accrued prior to such sale, as provided in these By-Laws. Each of the remedies herein described as well as any other remedy available at Law or in equity may be exercised concurrently or sequentially. Any Registered Mortgagee may bid in a foreclosure sale of its Unit.

12.1.3 The Condominium Board shall not record any notice of any Condominium Board's Lien prior to the date on which all applicable notice and grace periods (including cure periods to which any Registered Mortgagee may be entitled) in respect of the default(s) giving rise to the Condominium Board's Lien have expired. Subject to the requirements with respect to notice, grace and cure periods set forth in the preceding sentence, the pendency of an Arbitration with respect to the obligations giving rise to any such lien shall not serve to prevent the

Condominium Board from recording any Condominium Board's Lien; however, no proceedings or filings in furtherance thereof (other than as may be required in order to preserve the validity and priority of the lien so recorded) shall be had or made, as the case may be, until the resolution of the Arbitration with respect thereto, and to the extent it shall be determined in Arbitration that the Condominium Board was not entitled to record all or any portion of such Condominium Board's Lien, the Condominium Board shall, as promptly as practicable following such determination and at the Condominium Board's expense, cause its Condominium Board's Lien (or portion thereof) to be released and discharged. The Condominium Board's Lien shall be effective from and after the time of recording in the public records of Kings County of a claim of lien stating the description of the Unit, the name, if any, and the address of the Unit, the City Register's File Number (or other identifying recording information) of record of the Declaration, the name of the record owner, the amount due and purpose of such amount and the date when due. Subject to the penultimate sentence of Section 12.1.4 hereof, such claim of lien shall include only sums which are due and payable when the claim of lien is recorded and shall be signed and verified by an officer or agent of the Condominium Board. Upon full payment of all sums evidenced by the lien including, without limitation, interest at the Default Rate, the party making payment shall be entitled to a recordable satisfaction of lien to be recorded at its expense. Liens for unpaid General Common Charges may also be reduced to a personal money judgment against the Unit Owner or may be foreclosed by suit brought in the name of the Condominium Board or the Unit Owner asserting the lien in the same manner as a contract or other action (and without waiving the lien securing the same). In the event of the foreclosure of such lien, the Condominium Board shall have the power to bid on the Unit at foreclosure sale and to acquire, hold, lease, mortgage and convey such Unit.

12.1.4 The Condominium Board shall charge any delinquent General Common Charge Obligor: (i) a late charge of $0.05 for each dollar of such amounts which remain unpaid for more than ten (10) days from their initial due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid); (ii) interest at the Default Rate on such unpaid amounts (exclusive of any "late charges" theretofore collected on such amounts) computed from the due date thereof to the date payment is actually received from the delinquent General Common Charge Obligor; and (iii) if the Condominium Board institutes a suit or other proceeding to collect sums due hereunder, all expenses, including, without limitation, attorneys' fees and expenses paid or incurred by the Condominium Board or by any managing agent in any proceeding brought to collect such unpaid General Common Charges or in an action to foreclose a Condominium Board's Lien with respect to such delinquent Person's Unit(s). All such late charges, interest, expenses and fees shall be added to and shall constitute General Common Charges payable by such General Common Charge Obligor (and the Condominium Board's Lien, as applicable, shall also secure the payment of such additional sums). A suit to recover a money judgment for unpaid General Common Charges shall be maintainable without foreclosing or waiving the lien securing such charges.

12.1.5 The foregoing is not in limitation of the provisions of Sections 2.9.7 and 3.7.5 with respect to suspension of voting rights.

12.2 Other Defaults Under the Condominium Documents.

12.2.1 The violation of any of the General Rules and Regulations or the breach of any provision of these Condominium By-Laws, or the breach of any provision of the Declaration, shall give the Condominium Board the right, in addition to any other rights set forth in these Condominium By-Laws or the Declaration, (i) to enter any Unit, General Common Elements or Limited Common Elements in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the Defaulting Unit Owner, any structure, thing or condition resulting in such violation or breach and, provided reasonable care is exercised to safeguard the Unit Owner's property, the Board or its authorized agents shall not be liable or guilty in any matter of trespass or for any damage incurred in connection with the exercise of such right of entry, and/or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at Law or in equity, the continuance of any such violation or breach, provided that the Condominium Board gives the Unit Owner notice that such violation exists, that repairs or replacements are necessary and that the Condominium Board will complete such repairs or replacements in the event the Unit Owner does not promptly act or complete the repairs or replacements, and/or (iii) to levy such fines and penalties as the Condominium Board may deem appropriate, and the Condominium Board shall have the same remedies for non-payment of such fines and penalties as for non-payment of General Common Charges.

12.2.2 The violation or breach of any of the provisions of these Condominium By-Laws, any of the General Rules and Regulations or the Declaration with respect to any rights, easements, privileges or licenses granted to the Master Unit Owners, Tower Sponsor, Tower Board, Sub-Board(s) or the Condominium Board or their designees shall give to the Master Unit Owners, Tower Sponsor, applicable Sub-Board, Tower Board or the Condominium Board or their designees, as the case may be, the right, in addition to any other rights set forth in these Condominium By-Laws or the Declaration, to enjoin, abate or remedy by appropriate legal proceedings, either at Law or in equity, the continuance of any such violation or breach.

12.2.3 Subject to Section 12.4.1, in the event that any Unit Owner, after receipt of written notice from the Condominium Board (or notice duly given in the Condominium Board's name), fails or neglects in any way to perform any of its obligations with respect to the maintenance, repair or replacement of its Unit as provided in the Declaration or these Condominium By-Laws or of any Common Element for which such Unit Owner is responsible under the Declaration or these Condominium By-Laws, the Condominium Board may perform or cause to be performed such obligation unless such Unit Owner, within thirty (30) days after receiving notice of such default by (or in the name of) the Condominium Board, cures such default, or in the case of a default not reasonably susceptible to cure within such period, commences and thereafter prosecutes to completion, with due diligence, the curing of such default. All sums expended and all Costs and expenses incurred in connection with the foregoing, together with interest thereon at the Default Rate, shall be immediately payable by such Unit Owner to the Board and shall, for all purposes hereunder, constitute General Common Charges payable by such Unit Owner. Additionally, no Unit Owner may challenge a monetary default unless the amount in dispute is paid first.

12.2.4 Each Master Unit Owner (and for these purposes, the right shall be that of the Tower Board or a Sub-Board with respect to a Unit that has been subdivided) shall also have self-help rights (to the extent commercially reasonable and otherwise in accordance with this Section 12.2) in the event that the Board or the other Master Unit Owner fails to fulfill its obligations under the Condominium Documents. Prior to a subdivision of a Master Unit, although the Condominium Board shall have a lien against the Master Unit Owners for unpaid Common Charges and assessments (including without limitation amounts expended by the Condominium Board to cure a Master Unit Owner's failure to perform their obligations under the Condominium Documents, to the extent provided in the Condominium Documents), in the event that the Condominium Board elects not to pursue such remedies, the Master Unit Owner (or applicable Sub-Board after a subdivision) claiming a default may pursue performance directly and shall have a lien against the other Master Unit with respect to sums expended (in accordance with the terms of the Condominium Documents) in effecting performance in the stead of such defaulting Master Unit Owner, to the same extent as the Condominium Board, and in connection with such enforcement, such lien in favor of the non-defaulting Master Unit Owner shall be deemed to be an assignment of the Condominium Board's lien in this regard.

12.2.5 Without limiting the preceding provisions of this Section 12.2:

(a) in the event a Master Unit Owner or the Tower Board shall fail to obtain and maintain any insurance required to be obtained and maintained by it under such of the Condominium Documents as may be applicable, or fails to effect the renewal or substitution of any such policy at least fifteen (15) days prior to the date set forth in any notice received by any such Person from its insurance company or the Condominium Board as the date (the "Insurance Termination Date") on or as of which any such policy is being terminated, is expiring or will otherwise not be renewed (unless such notice is received by such Person with fewer than fifteen (15) days remaining prior to such Insurance Termination Date, in which case such renewal or substitution shall be required in all events prior to the Insurance Termination Date of the required coverage); and any such failure continues for a period of one (1) business day following receipt by the defaulting Master Unit Owner or Tower Board, from the Condominium Board (and/or, in the case of a Subdivided Base Unit Owner, the Base Board, and/or in the case of a Tower Unit Owner, the Tower Board), of a notice of default with respect thereto specifying the policy and coverage amount (as applicable) required to be obtained, maintained, or renewed (as the case may be) and stating in bold print: "THIS IS YOUR FINAL NOTICE THAT YOU ARE IN DEFAULT WITH RESPECT TO THE CONDOMINIUM'S INSURANCE REQUIREMENTS AS SPECIFIED HEREIN. FAILURE TO OBTAIN, MAINTAIN OR RENEW SUCH REQUIRED POLICY/IES OF INSURANCE WITHIN ONE (1) DAY AFTER THE DATE OF THIS NOTICE SHALL CONSTITUTE AN EVENT OF DEFAULT UNDER ARTICLE 12 OF THE CONDOMINIUM BY-LAWS AND THE PROVISIONS OF ANY OTHER APPLICABLE SUB-BY-LAWS."; or

(b) in the event a Master Unit Owner or the Tower Board shall fail (whether due to its action or inaction, or the action or inaction of any Permittee or Occupant of any such Unit Owner or the Tower Board) to bond or obtain the release or discharge of any mechanic's lien, or to remove of record, and cure the condition resulting in, any violation required to be released, discharged, removed or cured, as the case may be, in accordance with the

provisions of (and within the time periods set forth in) Sections 9.1 and 9.2 of these Condominium By-Laws, and such failure continues after notice from the person "adversely affected" by such lien or violation (as such term is used in Section 9.1 or 9.2, as applicable), and beyond the expiration of the cure periods therein, provided that such notice shall specify and identify in reasonable detail the mechanic's lien or violation or condition in question and state in bold print: "THIS IS YOUR FIRST AND ONLY REQUIRED NOTICE THAT YOU ARE OBLIGATED TO [RELEASE OR DISCHARGE A MECHANIC'S LIEN and/or REMOVE A VIOLATION AND CURE THE CONDITION GIVING RISE THERETO] [the inapplicable phrase(s) to be deleted], AS REQUIRED BY ARTICLE 9 OF THE CONDOMINIUM BY-LAWS. FAILURE TO EFFECT SUCH [RELEASE, DISCHARGE, REMOVAL OR CURE] [the inapplicable phrase to be deleted] WITHIN [insert applicable cure period] AFTER RECEIPT OF THIS NOTICE SHALL CONSTITUTE AN EVENT OF DEFAULT UNDER ARTICLE 12 OF THE CONDOMINIUM BY-LAWS.";

(c) either of such cases (each, a "Special Non-Monetary Event of Default"), then upon such occurrence and for so long as such Special Non-Monetary Event of Default continues, the Condominium Board may (without the consent of the defaulting Board or defaulting Master Unit Owner (notwithstanding any other provision of the Condominium Documents which might otherwise require such consent and without notice other than as provided in this Article 12), subject to Section 12.5 below), but shall not be obligated to, pay the amount or perform or cause to be performed the obligation or otherwise cure or effect the cure of the default which is the basis for such Special Non-Monetary Event of Default (including, for example, by means of causing Repairs or Alterations, or curing violations or removing or bonding mechanic's liens or otherwise as the Condominium Board shall deem appropriate), if the Defaulting Unit Owner or Board, as the case may be, shall after receiving a further notice from the Condominium Board specifying the nature of the Special Non-Monetary Event of Default, and stating "YOU ARE HEREBY NOTIFIED THAT THE CONDOMINIUM BOARD SHALL BE ENTITLED TO EXERCISE ITS RIGHTS TO CURE THE EVENT OF DEFAULT DESCRIBED HEREIN IF YOU DO NOT CURE OR (AS APPLICABLE UNDER SECTION 9.2) COMMENCE THE CURE OF SAME, IN ACCORDANCE WITH ARTICLE 12 OF THE CONDOMINIUM BY-LAWS, WITHIN ___ DAYS [to be specified by the Condominium Board but which shall not be less than seven (7) Business Days] AFTER YOUR RECEIPT OF THIS NOTICE, WHICH MAY ENTAIL, WITHOUT LIMITATION, ENTRY BY THE CONDOMINIUM BOARD OR ITS AGENTS UPON YOUR UNIT AND/OR LIMITED COMMON ELEMENTS. AMONG OTHER THINGS, YOU WILL BE RESPONSIBLE FOR ALL COSTS INCURRED BY OR ON BEHALF OF THE CONDOMINIUM BOARD IN CONNECTION THEREWITH." fail to cure such circumstances giving rise to such Special Non-Monetary Event of Default, or, if the condition giving rise to a Special Non-Monetary Event of Default is of a nature such that it cannot reasonably be cured within the period specified in such further notice and after so notifying the Condominium Board within such period, fail, as promptly as practicable within such period, to commence such cure and thereafter proceed with diligence and continuity to complete such cure (unless, notwithstanding the foregoing requirements, such condition giving rise to the Special Non-Monetary Event of Default constitutes an Emergency, in which event only such prior notice as is practicable under the circumstances (which may be, but shall not be presumed to be, none) shall apply and if no prior notice is given, notice shall be given promptly thereafter). Such right on behalf of the Condominium Board to cure any such matters includes, without limitation, the right: (i) to enter the Unit and/or the Limited Common Elements of the Defaulting Unit Owner or Board, as the case may be, in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense

of the Defaulting Unit Owner or Board, any structure, thing or condition resulting in such violation or breach and, provided reasonable care is exercised to safeguard the Unit Owner's property, the Board or its authorized agents shall not be liable or guilty in any matter of trespass or for any damage incurred in connection with the exercise of such right of entry and/or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach. Any funds expended by the Condominium Board, together with interest at the Default Rate from the date of expenditure to the date of repayment, shall be reimbursed by the Defaulting Unit Owner or Board to the Condominium Board on demand and, as applicable, the same shall, for all purposes hereunder, constitute part of the General Common Charges payable by such Person.

(d) Any Repairs or Alterations performed by the Condominium Board in accordance with the terms of this Section 12.2 shall be the sole responsibility of the Condominium Board with respect to the quality and the proper completion thereof, but the responsibility thereafter for maintenance and related obligations for such item or area shall remain with the Person who had that responsibility prior to such performance by the Condominium Board.

12.3 Default by Condominium Board; Performance by Master Unit Owners or Tower Board. In the event that the Condominium Board fails or neglects (other than to a de minimis extent) to perform any obligations (for which appropriate provision has been made in the then applicable Budget or for which an expenditure is otherwise specifically approved by the Condominium Board) with respect to the operation, maintenance, care, upkeep, Alteration or Repair of any part of the Buildings required to be operated, maintained, cared for, Altered or Repaired by the Condominium Board under the Condominium Documents, any Master Unit Owner or Tower Board, if adversely affected by such failure or neglect (in such case, a "Performing Party"), may, but shall not be obligated to, perform or cause to be performed, all such obligations (in accordance with any applicable provisions of the Condominium Documents with respect to consents and approvals, etc.), if the Condominium Board shall fail: (i) within a period of time not less than thirty (30) days after notice is given to the Secretary of the Condominium Board and to each Condominium Board Member specifying the precise nature and scope of such obligation and default, making demand for performance and/or cure thereof and stating in bold print: "YOU ARE HEREBY NOTIFIED THAT THE CONDOMINIUM BOARD HAS FAILED TO FULFILL ITS OBLIGATIONS WITH RESPECT TO THE OPERATION, MAINTENANCE, CARE, UPKEEP, ALTERATION OR REPAIR OF THE BUILDINGS AS SET FORTH IN DETAIL IN THIS NOTICE. THE CONDOMINIUM BOARD'S FAILURE TO: (a) CURE THIS DEFAULT OR (AS APPLICABLE) TO COMMENCE THE CURE OF SAME, IN ACCORDANCE WITH ARTICLE 12 OF THE CONDOMINIUM BY-LAWS, OR (b) COMMENCE AN ARBITRATION DISPUTING THE DEFAULT HEREIN DESCRIBED, IN EACH CASE WITHIN __ DAYS [to be specified by the Person giving notice but which shall not be less than thirty (30) days] AFTER YOUR RECEIPT OF THIS NOTICE, SHALL ENTITLE US TO PERFORM SUCH OBLIGATION IN THE NAME OF THE CONDOMINIUM BOARD" (unless, notwithstanding the foregoing requirements, such alleged default constitutes an Emergency, in which case only such prior notice as is practicable under the circumstances (which may, but shall not be presumed to be, none) shall apply and if no prior notice is given, notice shall be given promptly thereafter), to either: (x) cure (or if the default is of a nature such that it cannot reasonably be cured within the

stated period (except in the case of an Emergency), commence to cure and thereafter proceed with diligence and continuity to complete such cure of) the alleged default; or (y) dispute the existence of such alleged default and submit such dispute to Arbitration (and if the Condominium Board does not comply with either clause (x) or clause (y) of this sentence, it shall not have any further right to commence an Arbitration disputing the alleged default). All reasonable sums expended and costs and expenses incurred by the Performing Party in connection with the making or performing of any such operation, maintenance, care, upkeep, Alteration or Repair (to the extent within the scope of nature and scope of the work described in the notices provided to the Condominium Board as set forth above), together with interest thereon (at the Prime Rate for the first twenty days after demand for payment, and at the Default Rate thereafter), shall be immediately payable upon demand by the Condominium Board to the Performing Party; and shall otherwise be allocated to the Unit Owners, as a General Common Expense in the manner set forth in these Condominium By-Laws. The Performing Party shall have a right of offset against sums due to the Condominium Board with respect to amounts due from the Condominium Board as described in the preceding sentence.

12.4 Emergencies Caused by Unit Owners or Board(s).

12.4.1 In the event that an Emergency exists as a result of: (i) the failure or neglect by a Unit Owner (or its Occupants or Permittees) or any Board to perform any obligation with respect to the operation, maintenance, care, upkeep or Repair of its Unit or Common Elements (under its control and for which it is, under the Condominium Documents, responsible), as the case may be; (ii) a condition existing or an occurrence within a Unit or a Common Element, as the case may be; or (iii) the violation by a Unit Owner or a Board (or any Occupants or Permittees of a Unit Owner or a Board) of any of the Declaration, these Condominium By-Laws, the Base By-Laws (if applicable), the Tower By-Laws or any Rules and Regulations, all the other Unit Owners and the Boards that are, or that have (or that have Occupants or Permittees that are or that have) Units, Common Elements, property or operations that are threatened or affected by such Emergency, shall have the right, but not the obligation, to enter that portion of the Property in or from which, or as to which, such Emergency exists and to perform or cause to be performed any such operation, maintenance, care, upkeep or Repair or otherwise take any reasonable action under the circumstances to summarily abate and remove, at the expense of the Defaulting Unit Owner or Board, as the case may be, such Emergency, but in all events only to the extent reasonably and immediately necessary to do so (*i.e.*, until the Emergency no longer exists), and, provided reasonable care is exercised to safeguard the Unit Owner's property, the party effecting such performance shall not be liable or guilty in any matter of trespass or for any damage incurred in connection with the exercise of such right of entry, provided that such party gives the Defaulting Unit Owner or Board, as the case may be, such notice as is practicable under the circumstances (which may be, but shall not be presumed to be, none), which notice, to the fullest extent possible, shall describe the Emergency and the actions the party intending to effect performance intends to take, is taking, or has taken to abate such Emergency and further provided that such actions were taken only to the extent reasonably and immediately necessary to cause the Emergency no longer to exist. The reasonable costs and expenses incurred in connection with the making of any such maintenance, repair or replacement or the taking of any such action for which such applicable Unit Owner or Board, as the case may be, is or would be otherwise responsible, together with interest thereon (at the Prime Rate for the

first twenty days after demand for payment, and at the Default Rate thereafter), shall be immediately payable upon demand by such Unit Owner or Board, as the case may be, to the Person effecting such performance (the "Curing Person"). The Condominium Board shall have a Condominium Board's Lien (hereinafter described) in respect of amounts owed pursuant to the preceding sentence as if the same were payable to the Condominium Board as part of the General Common Charges payable by such applicable Unit Owner or Board, but such lien shall be held (and enforced) by the Condominium Board for the benefit of the Curing Person.

12.4.2 Any operation, maintenance, Repair or other action taken to abate and remove any such Emergency in accordance with the terms of subsection 12.4.1, shall be the sole responsibility of the Person taking such action (including, in the case of any Repair, with respect to the quality and the proper completion thereof) and such Person shall be liable for any and all Costs or damage caused thereby or in the course thereof and shall indemnify and hold the affected Board(s), managing agents, and Unit Owner(s) harmless with respect to the same; except that, in the case of any repair or physical maintenance performed during or as the result of an Emergency, the responsibility thereafter for maintenance and related obligations for the item or area repaired or replaced shall remain with the Person who had that responsibility prior to the Emergency.

12.5 Priority of Recourse Against Subdivided Unit Owners.

12.5.1 Notwithstanding anything to the contrary contained in this Article 12 and without limiting the rights of the Tower Board or any Sub-Board as set forth in its applicable By-Laws, the applicable Board shall in the first instance have the exclusive right of enforcement with respect to, and to exercise any remedy or recourse as against, a Unit Owner within its Section as to whom or which any default under the Declaration, these Condominium By-Laws, the General Rules and Regulations, the applicable Tower By-Laws and Section Rules and Regulations exists. The Tower Board shall, upon demand by the Condominium Board, use commercially reasonable efforts (and shall promptly, diligently and continuously attempt) to cause such Defaulting Unit Owner within its Section to cure such default (including, without limitation, through the exercise of all remedies available to the Board under the applicable By-Laws). However, a default shall in no event be deemed to exist with respect to the applicable Board by reason of any action or inaction by, or a default existing with respect to, a Unit Owner or Unit Owners within such Board's Section (or such Board's action or inaction with respect to the enforcement or cure of the same).

12.5.2 A Tower or Sub-Board shall be required at its expense to collect Common Charges from the Unit Owners within its Section and to pay the total amount of Common Charges allocated to its Section (the "Section Expenses") to the Condominium Board (without relieving individual Unit Owners within such Section from the obligation to do so) and: (i) shall receive all income that it receives in trust for the payment first of the full General Common Charges to be paid by it to the Condominium Board; and (ii) nonpayment of such charges by more than fifty percent (50%) of all Unit Owners in such Section shall be deemed non-payment by all Unit Owners in the Section for purposes of suspension of rights to use Shared Amenities and like matters (and non-payment of Common Charges owed to the Condominium Board by any Master Unit Owner prior to a subdivision shall result in suspension of rights to use Shared

Amenities) as described in Sections 12.2.1, 12.2.2 and 12.2.3 above; and (iii) shall be obligated to cooperate with the Condominium Board in the collection from Unit Owners within such Tower or Sub-Board's Section (and the Condominium Board shall cooperate with the Tower or Sub-Board). A Tower or Sub-Board shall initially have the first right to use commercially reasonable efforts to collect Common Charges from non-paying Unit Owners within its Section; provided, however, that if the Tower or Sub-Board's full General Common Charge bill for its Section is unpaid for more than forty-five (45) days after notice and opportunity to cure, then the Condominium Board shall have, among others, the following remedies: (x) an action to pursue collection from the Tower or Sub-Board; (y) an action to compel such Tower or Sub-Board to assess its constituent Unit Owners an amount necessary to pay such outstanding Common Charges; (z) the Board may directly pursue the individual Unit Owners (to the extent of their share of the Section's Common Charges; provided, however, that if an individual Unit Owner has paid its share of the Section's Common Charges to the Board, the Board may not pursue such individual Unit Owner or have any lien on its Unit with respect to such default). All efforts by the Condominium Board to collect Common Charges from the Tower or Sub-Board and/or constituent Unit Owners in the Tower or Sub-Board's Section shall be at the sole cost and expense of the Tower or Sub-Board (unless such expenses are otherwise collected from a constituent Unit Owner). The Condominium Board shall have a right to first monies collected by the Condominium Board or such Tower or Sub-Board (before application of same to any Section Expenses).

12.6 Grantee Liable for Unpaid General Common Charges; Statement of Defaults.

(a) Any General Common Charge Obligor may request from the Condominium Board or the Managing Agent for the benefit of a prospective purchaser, lender or Occupant, or otherwise, a statement: showing the amount of unpaid General Common Charges pertaining to such General Common Charge Obligor; stating whether there exists any known default under the Declaration or these Condominium By-Laws by the requesting Person, and if there are known defaults, specifying the nature thereof; stating the date and recording information of any amendments to the Declaration and these Condominium By-Laws, and stating whether the Declaration and these Condominium By-Laws are in full force and effect; and the Condominium Board shall provide such statement within ten (10) Business Days after request therefor. The Condominium Board shall be entitled to charge the requesting General Common Charge Obligor a reasonable fee for preparing and rendering said statement. Any Registered Mortgagee may request a similar statement with respect to a Unit upon which it holds a Registered Mortgage, with any reasonable charge therefor to be paid by the applicable Unit Owner. From time to time, the Condominium Board may request a statement from each General Common Charge Obligor that except as may be otherwise specified, the Condominium Board is not in default under any of its obligations under the Declaration or these Condominium By-Laws, and such other reasonable information as may be reasonably requested. The addressee of any such statement shall be entitled to rely thereon; and each statement delivered pursuant to this Section 12.6 shall act as a waiver of any claim between the addressee and the Condominium Board or Person furnishing such statement to the extent such claim is based upon facts contrary to those asserted in the statement and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement

provided, however, that: (i) the issuance of such statement shall in no event subject the Condominium Board to any liability for the negligent or inadvertent failure of the Condominium Board to disclose correct and/or relevant information and (ii) such issuance shall not be construed to waive any rights of the issuer with respect to any audit of or adjustments to General Common Charges as provided for in the Declaration and/or these Condominium By-Laws, or to challenge acts committed by a Unit Owner for which approval by or consent of the Condominium Board was required but not sought or obtained.

12.7 Title of Condominium Board on Foreclosure. Subject to Section 13.3 of these Condominium By-Laws, in the event of the Condominium Board's purchase of any Unit at a foreclosure sale, or in the event that any Unit Owner (to the extent permitted in the Condominium Documents) shall convey its Unit to the Condominium Board in accordance with Section 339-x of the Real Property Law, title to such Unit shall be held by the Condominium Board or its designee on behalf of all Unit Owners, and the Condominium Board shall have the power to hold, lease, mortgage, sell or otherwise deal with (but not vote the Common Interest appurtenant to) such Unit, subject to the terms of the Declaration and these Condominium By-Laws.

12.8 Subdivided Base Unit Owners. The provisions of the Base By-Laws shall provide for remedies in favor of the Base Board in the event of a failure by a Subdivided Base Unit Owner to pay the Base Common Charges assessed against its Subdivided Base Unit (which Base Common Charges include a portion of the General Common Charges allocated to the Base Section by the Condominium Board).

12.9 Tower Unit Owners. The provisions of the Tower By-Laws provide for remedies in favor of the Tower Board in the event of a failure by a Tower Unit Owner to pay the Tower Common Charges assessed against its Tower Unit (which Tower Common Charges include a portion of the General Common Charges allocated to the Tower Section by the Condominium Board).

ARTICLE 13
SALES, LEASES AND MORTGAGES OF UNITS

13.1 Sales, Leases and Mortgages of Subdivided Base Units. The provisions of the Base By-Laws, after the subdivision of a Base Unit, to the extent not in conflict with the Declaration and these Condominium By-Laws, shall govern the sale, leasing and mortgaging of a Subdivided Base Unit; except that, notwithstanding the foregoing, a Base Unit Owner, shall have the right, at any time, in its sole discretion and without the consent of any Person, to sell, assign or otherwise transfer, lease or encumber any portion of a Base Unit, whether by merger, consolidation, sale, lease, mortgage, assignment or otherwise.

13.2 Sales, Leases and Mortgages of Tower Units. The provisions of the Tower By-Laws, to the extent not in conflict with the Declaration and these Condominium By-Laws, shall govern the sale, leasing and mortgaging of a Tower Unit; except that, notwithstanding the foregoing, Tower Sponsor, shall have the right, at any time, in its sole discretion and without the

consent of any Person, to sell, assign or otherwise transfer, lease or encumber any or all Unsold Tower Units, whether by merger, consolidation, sale, lease, mortgage, assignment or otherwise.

13.3 Registered Mortgages; Rights of Registered Mortgagees.

(a) The term "Registered Mortgage" as used herein shall mean a mortgage, as the same may be amended, modified or restated from time to time, given to secure the repayment of money or other obligation owed by a Master Unit Owner or by Tower Sponsor with respect to the Unsold Tower Units: (i) which shall comply with the provisions of this Article 13; and (ii) a true and correct copy of such mortgage has been delivered to the Secretary of the Condominium Board, together with a certification by the indebted Unit Owner or the mortgagee confirming that such copy is a true and correct copy of the mortgage in question. Such defined term shall also include the mortgages encumbering the Property as of the date of recording of the Declaration. In the event of any assignment of a Registered Mortgage or in the event of a change of address of a Registered Mortgagee or of an assignee of such Registered Mortgage, notice of the new or changed name and address shall be provided to the Secretary of the Condominium Board. The term "Registered Mortgagee" as used herein shall mean the record holder of a Registered Mortgage from time to time (subject to the preceding sentence). All Registered Mortgages shall be deemed to include (whether or not such mortgage in fact includes) an express provision acknowledging: (y) that the lien of such mortgage is and shall be subordinate to the Declaration and these Condominium By-Laws (and the provisions thereof and hereof) but superior to the Condominium Board's Lien to the extent set forth in Section 12.1.2 above; and (z) that the mortgagee (and its successors and assigns) will take title (whether by foreclosure, deed-in-lieu of foreclosure or otherwise) subject to the Declaration and these Condominium By-Laws.

(b) If a Master Unit Owner or its Registered Mortgagee shall have served on the Secretary of the Condominium Board, as described in the preceding subparagraph, a notice ("RM Notice") specifying the name and address of such Registered Mortgagee, such Registered Mortgagee shall be given a copy of each and every notice of the occurrence of a default or an Event of Default (including, without limitation, all notices (including notices that the Condominium Board or another Person intends to cure an Event of Default) described in Sections 12.1, 12.2 and 12.3 hereof) required or permitted to be given to such Registered Mortgagee's mortgagor pursuant to the Declaration or these Condominium By-Laws at the same time as and whenever such notice shall thereafter be given thereunder or hereunder, at the address last furnished by the applicable Unit Owner, or Registered Mortgagee. After receipt of an RM Notice from a Master Unit Owner, Tower Sponsor, or a Registered Mortgagee, no notice of the occurrence of a default or an Event of Default thereafter given with respect to such Registered Mortgagee's mortgagor under the Declaration or these Condominium By-Laws by the Condominium Board or any other party entitled to give such notice shall be effective as to such Registered Mortgagee unless and until a copy thereof shall have been so given to the Registered Mortgagee(s). If a Registered Mortgage so provides or otherwise requires, then any insurance proceeds or condemnation Award payable to any such Unit Owner pursuant to the provisions hereof shall, upon notice from a Registered Mortgagee of such mortgagor, be delivered instead to such Person's Registered Mortgagee but applied as provided in the applicable provisions hereof and of the Declaration.

(c) If more than one Registered Mortgagee having a lien on any Master Unit or the Unsold Tower Units has exercised any of the rights afforded by this Section 13.3, only that Registered Mortgagee, to the exclusion of all other Registered Mortgagees, whose Registered Mortgage is most senior in priority of lien with respect to such Unit(s) (the "Senior RM") shall be recognized by the other Master Unit Owner(s), the Tower Board and the Condominium Board as having exercised such right, for so long as such Registered Mortgagee shall be diligently exercising its rights hereunder with respect thereto; provided, however, that by written notice to the Condominium Board, such Registered Mortgagees may designate one of them which is not most senior in priority to be deemed the Senior RM for purposes of this Section 13.3(c).

(d) Each Registered Mortgagee shall have the right, but not the obligation, to cure any Event of Default by such Registered Mortgagee's mortgagor. The Condominium Board, the Tower Board, all Master Unit Owners and Tower Sponsor shall accept performance by a Registered Mortgagee (or its designee or nominee) of any covenant, condition or agreement on the part of a Master Unit Owner and Tower Sponsor to be performed hereunder with the same force and effect as though performed by such Registered Mortgagee's mortgagor, even if such performance is after the applicable time period set forth in clause (e) below.

(e) Notwithstanding any other provision of the Declaration or these Condominium By-Laws to the contrary, upon the occurrence of an Event of Default by a Master Unit Owner or Tower Sponsor, no remedies contemplated under the Condominium Documents (other than (y) the remedies set forth in Section 12.4.1 hereof; and (z) unless clause (2) of this paragraph applies and the applicable Non-Monetary Event of Default is not an Event of Default under Section 12.2.5(a) or Section 12.2.5(b) hereof, the remedies set forth in Section 12.2.5(c) hereof) shall be exercised by any Board or Master Unit Owner with respect thereto if a Registered Mortgagee of such Master Unit Owner or Tower Sponsor shall (1) with respect to a Monetary Event of Default, within thirty (30) days following its receipt of any notice to the effect that a Monetary Event of Default has occurred with respect to its mortgagor, cure (or cause to be cured) such Monetary Event of Default, (2) with respect to any Non-Monetary Event of Default that is reasonably capable of being cured without owning or controlling the applicable Unit, within sixty (60) days following its receipt of any notice to the effect that such Non-Monetary Event of Default has occurred with respect to its mortgagor (a "Default Notice"), cure (or cause to be cured) such Non-Monetary Event of Default, or (3) with respect to any Non-Monetary Default in respect of which ownership or control of the applicable Unit is reasonably necessary to cure the Non-Monetary Event of Default in question, within ninety (90) days following its receipt of a Default Notice with respect thereto, commence to cure (or cause to be cured) the applicable Non-Monetary Event of Default, which cure may consist solely of exercising diligent efforts to obtain ownership or control of the applicable Unit(s), and then diligently and continuously pursue such cure until completion.

(f) In addition, notwithstanding any provision hereof to the contrary, if one or more Events of Default have occurred with respect to a Master Unit Owner or Tower Sponsor, but such defaulting Person's Registered Mortgagee is taking the actions described in the preceding subparagraph (e) (as and when provided therein) with respect to, and/or has cured, each such Event of Default, then: (i) the Registered Mortgagee shall be entitled to replace and

designate the Condominium Board Members that such Defaulting Unit Owner would otherwise have been entitled to designate, as if such Registered Mortgagee were the Designator thereof; (ii) the Registered Mortgagee shall be entitled to vote at all Unit Owners Meetings the Common Interest that the applicable Unit Owner would otherwise have been entitled to vote thereat and to give any consent or approval that its mortgagor could have given, which shall be granted or withheld under the same terms as are applicable to its mortgagor, as if such Registered Mortgagee were its mortgagor; and (iii) the Condominium Board shall rely (and be entitled to rely) on the votes of or actions taken by the Registered Mortgagee or the Condominium Board Member (or member(s) of the Tower Board, as applicable) designated by it in determining the appropriateness of any action to be taken. The rights of a Registered Mortgagee under the preceding sentence shall remain in effect until the Secretary of the Condominium receives the written notice described in the last sentence of Section 2.9.5 hereof and the third sentence of Section 3.7.1 hereof. Payment or performance of any obligation of a Master Unit Owner or Tower Sponsor by its Registered Mortgagee (prior to the date on which such Registered Mortgagee or its assignee or designee or nominee shall take title to the Defaulting Unit Owner's Unit(s)) shall not give rise to any obligation on the part of the Registered Mortgagee to continue to pay or perform in the future.

(g) Notwithstanding anything to the contrary contained in the Condominium Documents, upon notice received by the Condominium Board that a mortgagee is a Registered Mortgagee, such Registered Mortgagee shall (i) receive timely written notice from the Condominium Board of a default by a Master Unit Owner or Tower Sponsor in the performance of any obligations arising under the Condominium Documents (including, without limitation, a sixty (60)-day delinquency in the payment of Special Assessments or Common Charges), (ii) receive a statement as to the payment of Common Charges at such time as a request is made, (iii) receive an acknowledgment that the Condominium Board will accept the performance by such Registered Mortgagee of the obligations of the Unit Owner from whom such Registered Mortgage was obtained, (iv) receive a written notice from the Condominium Board of any casualty or condemnation with respect to any Unit(s) that is encumbered by the Registered Mortgage or of a material portion of the Property, (v) upon proper notification to the Condominium Board, be named on insurance policies as a Registered Mortgagee, to the extent customary and commercially practicable, (vi) receive a written notice from the Condominium Board of a proposed action that requires the consent of a specified percentage of Registered Mortgagees, and (vii) receive a notice as to the lapse, cancellation, or material modification of any insurance policy maintained by the Condominium Board.

(h) Notwithstanding anything to the contrary contained in the Condominium Documents, any Amendment to the Condominium Documents that would materially adversely affect the lien of any mortgage encumbering any Unit under the Condominium Documents or Amend any material enumerated rights, privileges, liabilities or obligations of a mortgagee of any such Unit(s) shall require the approval of any such affected Registered Mortgagee or, with respect to any Tower Units or Subdivided Base Units, the applicable Mortgage Representatives (approval of which may be assumed when a Registered Mortgagee or Mortgage Representative, as the case may be, fails to submit a response to any written proposal for an Amendment within sixty (60) days after it receives proper notice of the proposal, provided notice was delivered by certified or registered mail, return receipt requested);

and no provision of the Condominium Documents will give any Unit Owner or any other Person priority over any rights of the Senior RM of any Master Unit or of the Unsold Tower Units, or over the first mortgagee of record of any Unit pursuant to its mortgage in the case of payment to any such Unit Owner of the insurance proceeds or condemnation Awards for losses to or taking of any Unit(s) or the Common Elements. If any Master Unit Owner or any other party which is subject to the terms of these Condominium By-Laws fails to execute, acknowledge or deliver any instrument, or fails or refuses to take any action which such Master Unit Owner or other party is required to perform pursuant to one or more specific provision of these Condominium By-Laws, in each case (unless a specific provision with respect thereto is provided for elsewhere in the Condominium Documents) within fifteen (15) Business Days after request therefor and within five (5) Business Days after receipt of a second request therefor (which second request shall be accompanied by a copy of the initial request (and any supporting materials)) and stating in bold print: "THIS IS A SECOND AND FINAL REQUEST FOR YOU TO EXECUTE, ACKNOWLEDGE AND/OR DELIVER THE DOCUMENTS, OR TO TAKE THE ACTIONS, DESCRIBED IN THE ENCLOSED PRIOR REQUEST THEREFOR, WHICH IS REQUIRED UNDER THE TERMS OF THE CONDOMINIUM DECLARATION AND/OR CONDOMINIUM BY-LAWS. YOUR FAILURE TO EXECUTE, ACKNOWLEDGE AND/OR DELIVER THE DOCUMENTS, OR TO TAKE THE ACTIONS, AS THE CASE MAY BE, WITHIN FIVE BUSINESS DAYS FROM THE DATE HEREOF SHALL ENTITLE THE CONDOMINIUM BOARD TO DO SO ON YOUR BEHALF.," then the Condominium Board is hereby authorized, as attorney-in-fact, coupled with an interest, for such Master Unit Owner or other party, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Master Unit Owner or other party, and such instrument or action shall be binding on such Master Unit Owner or other party, as the case may be. Any dispute with respect to the foregoing shall be subject to Arbitration; provided, the Person refusing to execute, acknowledge or deliver any such instrument, or refusing to take any such action, expressly renders such refusal in writing (together with its rationale for such refusal) within the time period(s) provided in this Section 13.3(h).

13.4 Mortgages Encumbering Master Units Prior to Subdivision. Notwithstanding anything set forth in this Article 13 or otherwise in the Condominium Documents to the contrary, with respect to mortgages encumbering a Master Unit before it has been subdivided into separate condominium units that are being offered for sale to the public, a mortgagee that obtains title to such Master Unit pursuant to the remedies in such mortgage or in foreclosure shall be liable following foreclosure for, and shall have no right to appoint members to or vote at the meetings of the Condominium Board or meetings of Unit Owners, nor shall any occupants of such Master Unit be permitted to use any of the Shared Amenities, unless and until unpaid Common Charges as of the date of foreclosure shall be paid, not to exceed the lesser of (i) nine months of Common Charges then in effect, and (ii) actual unpaid Common Charges, provided that this obligation shall not pertain to a mortgagee if a security account in form reasonably acceptable to the Condominium Board in favor of the Condominium has been established in the amount of nine months of Common Charges and is available to be drawn on to pay Common Charges to the lesser of (i) and (ii) above.

13.5 No Severance of Ownership. No Unit Owner shall execute any mortgage or other instrument conveying or mortgaging title to its Unit without including therein its entire Common

Interest appurtenant to such Unit. Any such mortgage or deed or other instrument purporting to affect one or more of such interests without including all such interests shall be deemed and taken to include the interest or interests so omitted even though the latter shall not be expressly mentioned or described therein. Nothing in this Section 13.5 shall prohibit the lease of all or any portion of a Unit without the simultaneous lease of its appurtenant Common Interest.

13.6 Waiver of Right of Partition with Respect to Units Acquired on Behalf of Unit Owners; Waiver of Right of Surrender. In the event that any Unit shall be acquired by the Condominium Board or its designees (either at a foreclosure sale or otherwise) on behalf of all Unit Owners, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such acquired Unit as herein provided. To the extent permitted by Law, each of the Unit Owners shall be deemed to have waived any and all right to surrender its Unit (in each case, together with its Appurtenant Interests), to the Condominium Board.

ARTICLE 14
ARBITRATION

14.1 General Procedure. Except as may otherwise be expressly provided in these Condominium By-Laws or the Declaration, any arbitration provided for in these Condominium By-Laws or the Declaration ("Arbitration") shall be performed as an expedited arbitration proceeding and shall be conducted before one arbitrator (having ten (10) or more years' experience in the field of Brooklyn mixed use developments) by JAMS or any successor organization thereto, in accordance with its rules then in effect. The decision rendered in such Arbitration shall be binding upon the parties and may be entered in any court having jurisdiction. In the event that JAMS shall not then be in existence and has no successor, any Arbitration hereunder shall be conducted in New York City before one arbitrator appointed, on application of any party, by any justice of the highest court of appellate jurisdiction located in the County of New York or Kings. The decision of the arbitrator so chosen shall be given within ten (10) Business Days after his or her appointment.

14.2 Costs and Expenses. The fees, costs and expenses of the arbitrator, the filing fee of the Arbitration, the reasonable legal fees of the prevailing party and all legal fees of the losing party, shall be borne by the losing party in the Arbitration; or, if the position of neither party to a dispute shall be substantially upheld by the arbitrator, the fees, costs and expenses of the arbitrator and the filing fee of the Arbitration shall be borne equally by the parties to the dispute and each disputant shall bear its own legal fees and expert fees. Subject to the foregoing, all costs and expenses paid or incurred by the Condominium Board in connection with any Arbitration held hereunder (including, without limitation, the fees and expenses of counsel and expert witnesses) shall constitute General Common Expenses.

14.3 Agreement by Parties. The parties to any dispute required or permitted to be submitted to Arbitration hereunder may, by mutual agreement between them, vary any of the provisions of Section 14.1 with respect to the Arbitration of such dispute, or may agree to resolve their dispute in any other manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as the "New York Simplified Procedure for Court Determination of Disputes."

14.4 Conflicts with Other Agreements. The provisions of this Article 14 shall not abrogate or modify any operative written agreement between individual parties

ARTICLE 15
GENERAL RULES AND REGULATIONS

15.1 General. All General Rules and Regulations adopted from time to time by the Condominium Board in accordance with the terms of these Condominium By-Laws shall be applied and enforced in non-discriminatory and uniform manner. None of the General Rules and Regulations shall be in conflict with these Condominium By-Laws or the Declaration. Each Master Unit Owner (or Tower Board, as applicable) may adopt and, from time to time, modify, amend or add to rules and regulations concerning the use of its Master Unit (or Section, as applicable).

15.2 Imposition of Fees. Notwithstanding Section 15.1, without the consent of a Base Unit Owner prior to subdivision of a Base Unit or the Base Board thereafter, and the consent of the Tower Board, no General Rules and Regulations shall result in the imposition of fees on the owners or occupants of the Units (although the foregoing does not prohibit a Master Unit Owner or Tower Board from charging any fees on or imposing any usage requirements to its own Occupants) beyond the relevant Section's share of General Common Charges with respect to the use of any amenities or shared areas.

15.3 Notice of General Rules and Regulations. Notice and a copy of any newly adopted General Rules and Regulations or any modifications, amendments or additions thereto shall be given by the Condominium Board to each Unit Owner not less than thirty (30) days prior to the effective date thereof.

ARTICLE 16
AMENDMENTS TO DECLARATION AND/OR CONDOMINIUM BY-LAWS

16.1 General.

16.1.1 Except as specifically provided herein or in the Declaration with respect to amendments, modifications, additions or deletions (each, an "Amendment") to the Declaration and/or these Condominium By-Laws: (i) solely for the purpose of, and to the extent required for, effecting the permitted subdivision and/or combination of Units; and/or (ii) affecting any Master Unit Owner, Tower Sponsor or other Owner of Unsold Tower Units (or their respective designees): (a) subject to the provisions of this Section 16 hereof, any provision of the Declaration or these Condominium By-Laws may be added to, amended, modified or deleted by the vote of (x) in the event that each of the Sections is owned in its entirety by one Person, the unanimous vote of the Master Unit Owners; (y) in the event that only one Section is owned in its entirety by one Person, then the affirmative vote of the Master Unit Owner of such Section and the affirmative vote of 66-2/3% in number and in Common Interest of the Unit Owners of the other Sections; and (z) in the event that no Master Unit is owned in its entirety by one Person,

then the affirmative vote of 66-2/3% in number and in Common Interest of all Unit Owners; (b) any provision of the Declaration or these Condominium By-Laws benefiting, protecting or otherwise affecting only the Tower Units or the Tower Unit Owners may be added to, amended, modified or deleted in accordance with the applicable provisions of the Tower By-Laws (and these Condominium By-Laws, as applicable) provided, however, that the Common Interest appurtenant to a Tower Unit shall not be altered without the written consent of such Tower Unit Owner, and (c) any provision of the Declaration or these Condominium By-Laws benefiting, protecting or otherwise affecting only the Subdivided Base Units or the Subdivided Base Unit Owners may be added to, amended, modified or deleted in accordance with the applicable provisions of the Base By-Laws (and these Condominium By-Laws, as applicable) provided, however, that the Common Interest appurtenant to a Subdivided Base Unit shall not be altered without the written consent of such Subdivided Base Unit Owner.

16.1.2 Notwithstanding the foregoing, but subject to the provisions of the Declaration and these Condominium By-Laws with respect to Amendments thereto: (i) solely for the purpose of, and to the extent required for, effecting the permitted subdivision and/or combination of Units; and/or (ii) affecting any Master Unit Owner, Tower Sponsor or other Owner of Unsold Tower Units (or their respective designees): (1) no Amendment pursuant to the provisions of clause 16.1.1(a) above which would: (A) adversely affect the lien of any mortgagee under the Condominium Documents; (B) amend any enumerated rights, privileges, liabilities or obligations of a mortgagee of any Unit(s); or (C) subject to subsection 18.1.4 below, adversely affect any enumerated rights, privileges, liabilities or obligations of any Unit Owner, shall be effective without the written consent (which consent shall not be unreasonably withheld, conditioned or delayed) of the applicable Registered Mortgagee (in the case of any Unit subject to a Registered Mortgage) or Permitted Mortgagee (in the case of any individual Tower Unit or Subdivided Base Unit) or a majority of the applicable Mortgage Representatives, if any (in the case of all Units, or all Tower Units or all Subdivided Base Units, as the case may be); (2) no Amendment pursuant to the provisions of subsection 16.1.1(b) above shall be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of a majority of the Tower Mortgage Representatives, if any; (3) no Amendment pursuant to the provisions of subsection 16.1.1(c) above shall be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of a majority of the Base Mortgage Representatives, if any; and (4) the provisions of this Section 16.1 may not be Amended without due approval of such Amendment by seventy-five percent (75%) in number and in Common Interest of all Unit Owners affected thereby, provided that if both Sections are affected thereby, such Amendment shall not be deemed duly approved unless: (x) in the event that each of the Sections is owned in its entirety by one Person, both of the Master Unit Owners have approved the same; (y) in the event that only one Section is owned in its entirety by one Person, then the Master Unit Owner of such Section has approved the same and seventy-five percent (75%) in number and in Common Interest of the Unit Owners of the other Section have voted to approve the same; and (z) in the event that neither Section is owned in its entirety by one Person, then seventy-five percent (75%) in number and in Common Interest of all Unit Owners have voted to approve the same.

16.2 Amendments Affecting Master Unit Owners or Tower Sponsor. Notwithstanding any provision contained in the Declaration and/or these Condominium By-Laws to the contrary, no Amendment to the Condominium Documents shall be effective in any way without the prior

written consent of the affected Master Unit Owner or Tower Board, with respect to any Amendment thereto: (a) modifying the permitted uses of such Master Unit (or Unit or Limited Common Element within such Tower or Sub-Board's Section) or affecting the rights, privileges, easements, licenses or exemptions granted to any Master Unit Owner or Tower Board; (b) having or reasonably being expected to have a material adverse effect on the rights of such Master Unit Owner or Tower or Sub-Board (or a Unit Owner within such Tower or Sub-Board's Section); (c) changing the number of members of the Condominium Board and the number of members elected or appointed by each Master Unit Owner (or Tower or Sub-Board); (d) adversely changing the manner in which expenses are allocated among the respective Units, or (e) modifying or amending the Condominium Board's maintenance or repair obligations under Section 2.2.2(n) hereof.

16.3 Fannie Mae Amendments. A Master Unit Owner, Tower Sponsor or any Tower or Sub-Board may amend the Declaration and Condominium By-Laws from time to time in connection with a Tower Unit Financeability Requirement, provided that such Amendment does not adversely affect the use or occupancy of the other Master Unit Owner's Master Unit or Tower or Sub-Board's Section, or unreasonably and materially burden the other Master Unit Owner's or Tower or Sub-Board's ability to operate its Master Unit or Section, as the case may be, and subject to the Tower Expense Ratio; provided, however, that the non-amending Master Unit Owner, Tower Sponsor or Tower or Sub-Board shall have the right to contest in Arbitration whether such amendment is necessary for a Tower Unit Financeability Requirement or adversely affects the use or occupancy of the other Master Unit or Section, or unreasonably and materially burdens the other Master Unit Owner's or Tower or Sub-Board's ability to operate its Master Unit or Section, as the case may be (and if any unreasonable or material burden on a Master Unit Owner or Tower Board is only an economic burden, then the same shall nevertheless be permitted, subject to the Tower Expense Ratio); provided further that any consent with respect to the foregoing shall be deemed to have been reasonably withheld if it is demonstrably sufficient for lenders that generally make (or governmental or quasi-governmental agencies that generally make, insure or buy) loans for the purchase of residential units that are offered for sale in a public offering that any such Tower Unit Financeability Requirement be implemented only in connection with a set of Sub-By-Laws governing a portion of a larger condominium and are not necessary in the Declaration and/or Condominium By-Laws affecting the entire Condominium. Any dispute with respect to the foregoing shall be resolved in Arbitration.

16.4 Scrivener Errors. Notwithstanding anything to the contrary contained herein or in the Declaration, either the Condominium Board or the Tower Board may amend these By-Laws without the consent of any Unit Owner or Permitted Mortgagee, but upon at least ten (10) Business Days' written notice to the Unit Owners and Permitted Mortgagees, to correct or supplement any patent mistakes, inconsistencies or scrivener errors.

16.5 Amendments of Base By-Laws. After subdivision of a Base Unit, subject to the provisions hereof or thereof with respect to amendments affecting the owner of any Unsold Subdivided Base Unit(s), and subject to compliance with any other requirements of this Article 16, the Base Board and/or Subdivided Base Unit Owners shall have the right to amend, modify, add or delete any provision of the Base By-Laws in accordance with the terms and conditions of the Base By-Laws.

16.6 Amendments of Tower By-Laws. Subject to the provisions hereof or thereof with respect to amendments affecting Tower Sponsor or the owner of any Unsold Tower Units, and subject to compliance with this Article 16, the Tower Board and/or Tower Unit Owners shall have the right to amend, modify, add or delete any provision of the Tower By-Laws in accordance with the terms and conditions of the Tower By-Laws, provided that the provisions of the Tower By-Laws shall in no event grant rights to Tower Sponsor in excess of those rights granted Tower Sponsor or the Master Unit Owner of the Tower Section as against the Condominium or a Base Unit Owner hereunder or under the Declaration.

16.7 Recording of Amendments. No Amendment to the Declaration, Condominium By-Laws, Base By-Laws and/or Tower By-Laws shall be effective until approved in accordance with the applicable provisions of the Condominium Documents and recorded in the Register's Office.

16.8 Execution and Delivery of Amendments. Subject to the provisions contained herein or in the Declaration with respect to Amendments affecting a Master Unit Owner, Tower Sponsor or other Owner of Unsold Units, any Amendment to the Declaration and/or Condominium By-Laws, Base By-Laws or Tower By-Laws may be executed: (1) in the case of Amendments pursuant to subsection 16.1.1(a) above, the Condominium Board as attorney-in-fact for all Unit Owners, coupled with an interest, which Condominium Board is hereby authorized by such Unit Owners so to act as their attorney-in-fact; (2) in the case of Amendments pursuant to subsection 16.1.1(b) above, the Tower Board as attorney-in-fact for the Tower Unit Owners, coupled with an interest, which Tower Board is hereby authorized by such Tower Unit Owners so to act as their attorney-in-fact, as the case may be; and (3) in the case of Amendments pursuant to subsection 16.1.1(c) above, the Base Board as attorney-in-fact for the Subdivided Base Unit Owners, coupled with an interest, which Base Board is hereby authorized by such Subdivided Base Unit Owners so to act as their attorney-in-fact, as the case may be. To the extent that a particular Unit Owner has the right under the Declaration or these Condominium By-Laws to amend the Declaration or these Condominium By-Laws without the consent of any other Person, then such Unit Owner is authorized to execute such amendment.

16.9 Amendment. For the avoidance of doubt, any party having the right to amend the Condominium By-Laws as further set forth herein shall be entitled, solely for the purpose of effecting such right, to also amend the Declaration.

16.10 Deemed Approval Provision. Notwithstanding anything to the contrary contained herein, if any Unit Owner is notified in writing that its consent to a proposed amendment or modification to the Declaration, these By-Laws or the Rules and Regulations is requested, then, provided that such notice contains a copy of the proposed amendment or modification (and a statement in bold capital letters to the effect that if such Unit Owner does not notify the sending party in writing within ten (10) Business Days after such Unit Owner receives such notice (together with a copy of such amendment or modification), that such Unit Owner disapproves such proposed amendment or modification, then such Unit Owner shall be deemed to have approved such amendment or modification), if such Unit Owner does not notify the sending party in writing within ten (10) Business Days after such Unit Owner receives such notice (together with a copy of such amendment or modification), that such Unit Owner disapproves

such proposed amendment or modification, then such Unit Owner shall be deemed to have approved such amendment or modification. The provisions of this Section 16.10 shall not apply to notices given to Declarant or any other holder of Unsold Tower Units requesting the Declarant's or such holder's consent to a proposed amendment or modification.

ARTICLE 17
INSURANCE TRUSTEE

17.1 Insurance Trustee.

17.1.1 Insurance Trustee.

(a) Appointment of Insurance Trustee; Voting. The Condominium Board shall appoint the insurance trustee and any replacement thereof selected by the Master Unit Owner of the Tower Section and reasonably acceptable to the Master Unit Owner of the Base Section (the "Insurance Trustee"), provided such selected parties meet the qualifications set forth in subsection 17.1.1(b) below.

(b) Qualifications. The Insurance Trustee shall at all times be (i) a savings bank, (ii) a savings and loan association, (iii) a credit union, (iv) a commercial bank or trust company (whether acting individually or in a fiduciary capacity), (v) an insurance company organized and existing under the laws of the United States or any state thereof, (vi) a governmental agency, body or entity, (vii) an employee benefit, pension or retirement plan or fund, or (viii) a commercial credit corporation; provided, that each of the above entities shall qualify as an Insurance Trustee within the provisions of this subsection 17.1.1 only if each such entity shall (a) be subject to (y) the jurisdiction of the courts of the United States of America or of the State of New York in any actions and (z) the supervision of (A) the Comptroller of the Currency or the Department of Labor of the United States or the Federal Home Loan Bank Board or the Insurance Department or the Banking Department or the Comptroller of the State of New York, or the Comptroller of New York City or any successor to any of the foregoing agencies or officials, or (B) any agency or official exercising comparable functions on behalf of any other state within the United States, or (C) any federal, state or municipal agency or public benefit corporation or public authority advancing or insuring mortgage loans or making payments that, in any manner, assist in the financing, development, operation and maintenance of improvements, or (D) in the case of a commercial credit corporation, the laws and regulations of the state of its incorporation, and (b) has/have individual or combined assets, as the case may be, of not less than Five Hundred Million and 00/100 Dollars ($500,000,000.00), and (c) not be an Affiliate of any Unit Owner or Board.

(c) Insurance Trustee Agreement. Any Net Proceeds received by the Insurance Trustee shall be held by the Insurance Trustee for restoration of the General Common Elements or for distribution to the Unit Owners or Boards, as applicable, as provided in these Condominium By-Laws, and the Insurance Trustee shall act otherwise in accordance with the terms and provisions hereof. If any Net Proceeds exceed $5,000,000, the Condominium Board shall remit to the Insurance Trustee, promptly upon receipt of same, all Net Proceeds. The Insurance Trustee shall be entitled to receive from the Condominium Board the Insurance

Trustee's reasonable fees, compensation and expenses (all as approved by the Condominium Board) for acting as Insurance Trustee and may retain said fees, compensation and expenses, free of trust, from monies held by it. Each Master Unit Owner and Tower Board (on behalf of its Unit Owners) shall contribute to the Condominium Board the same percentage share of such fees, compensation and expenses as each such Master Unit Owner and Tower Board bears with respect to the cost of insurance under the Budget.

17.1.2 Liability of Insurance Trustee. The Insurance Trustee shall not be liable or accountable for any action taken or disbursement made in good faith by the Insurance Trustee or any of its related parties, except that arising from the gross negligence, willful misconduct or bad faith of the Insurance Trustee or its Related Parties. The Insurance Trustee shall have no affirmative obligation to prosecute a determination of the amount of, or to effect the collection of, any insurance proceeds or Award paid (or to be paid) in respect of the General Common Elements, unless the Insurance Trustee shall have been given an express written authorization from the Condominium Board. In addition, the Insurance Trustee may rely conclusively on any Certificate furnished by a Certifying Professional to the Insurance Trustee which appears on its face to have been properly furnished and shall not be liable or accountable for any disbursement of funds made by it in reliance upon such certificate or authorization.

17.1.3 Indemnification of Insurance Trustee. In consideration of the services rendered by the Insurance Trustee, the Condominium Board shall agree to indemnify and hold harmless the Insurance Trustee and its Related Parties from any and all damage, liability or expense of any kind whatsoever (including, but not limited to, reasonable attorneys' fees and expenses) incurred in the course of Insurance Trustee's duties hereunder or in the defense of any claim or claims made against Insurance Trustee or any of its Related Parties by reason of its appointment hereunder, except where due to the gross negligence, willful misconduct or bad faith of the Insurance Trustee or its Related Parties.

17.1.4 Interest on Deposited Funds. The Insurance Trustee shall hold any Net Proceeds in trust for the uses and purposes herein provided, and shall not commingle such monies with the Insurance Trustee's own funds or any other funds. The Insurance Trustee shall hold such monies in an account or accounts maintained in the City of New York in an Approved Bank(s) (as hereinafter defined) which is a member of the New York Clearing House Association. Unless otherwise approved in writing by the Condominium Board, such proceeds shall be invested in reasonably prudent investments, including without limitation certificates of deposit, recognizing preservation of capital as the primary investment obligation, and which shall at all times provide sufficient liquidity necessary in order to have sufficient funds available for the disbursement of funds which may be required under these Condominium By-Laws. As used herein, the term "Approved Bank" shall mean a bank or financial institution that has a minimum long-term unsecured debt rating of at least "A" by at least two of the following rating agencies: Standard & Poor's Rating Services, a Division of the McGraw-Hill Companies, Inc., Duff & Phelps Credit Rating Co., Moody's Investors Service, Inc. and Fitch ICBA, Inc.

(a) Net Proceeds shall be applied to the payment of the costs of restoration work before using any portion of such funds for any other purpose (other than the Insurance Trustee's fees or expenses), and then in accordance with the terms and provisions of

these Condominium By-Laws. Any interest paid or received by the Insurance Trustee on monies or securities held in trust, and any gain on the redemption or sale of any securities, shall be added to the monies or securities so held in trust by the Insurance Trustee. Each deposit of insurance proceeds and/or condemnation Award shall be held and accounted for separately by the Insurance Trustee. Notwithstanding anything in the Declaration or these Condominium By-Laws to the contrary (but without limiting the affirmative voting obligations set forth in Section 11.7.12 of these Condominium By-Laws), if, pursuant to and in accordance with Section 11.7.7 of these Condominium By-Laws, the Condominium Board votes not to rebuild the Buildings after a Material Casualty, then the Insurance Trustee shall remit all Net Proceeds to the Condominium Board.

17.1.5 Resignation and Removal of Insurance Trustee; Successor Insurance Trustee. The Insurance Trustee may resign by serving not less than sixty (60) days' prior notice to the Condominium Board. Within such sixty (60) day period, the Condominium Board shall appoint a substitute Insurance Trustee pursuant to and in accordance with Section 17.1.1(a), and the resigning Insurance Trustee shall transfer all funds, together with copies of all records, held by it as Insurance Trustee to such substitute, at which time its duties as Insurance Trustee shall cease. If an Insurance Trustee is not appointed within the sixty (60) day period, the resigning Insurance Trustee shall continue to hold, receive and invest any funds payable to the Insurance Trustee hereunder but shall have no other duties or obligations as Insurance Trustee other than to invest the funds as herein provided and to transfer all funds and records to the new Insurance Trustee when selected; provided, however, that the Insurance Trustee may, after not less than twenty (20) days' prior written notice to the Condominium Board (given no sooner than forty (40) days after the resignation notice referred to above), deposit such funds with either a court of competent jurisdiction or with a bank or trust company in New York, New York who qualifies as an Insurance Trustee.

(a) If the Insurance Trustee is a Registered Mortgagee and such Insurance Trustee ceases to be a Registered Mortgagee, the Condominium Board may select a successor Insurance Trustee in accordance with the provisions hereof.

17.1.6 Insurance Trustee's Compliance with Law. The Insurance Trustee shall hold all proceeds and discharge its obligations in accordance with all applicable Laws, including, without limitation, Section 254(4) of the Real Property Law of the State of New York.

ARTICLE 18
MISCELLANEOUS

18.1 Approvals and Consents.

18.1.1 Wherever the consent or approval of a Unit Owner is required under these Condominium By-Laws or the Declaration, such consent or approval shall not be required when such Person (either directly or through its affiliates) no longer owns any Units.

18.1.2 Any approval or consent of a Board or any Unit Owner or Board Member required under the Declaration or these Condominium By-Laws may, except to the extent

expressly provided to the contrary in the Declaration or these Condominium By-Laws, be granted or withheld in such Person's sole discretion. Whenever the approval or consent of a Board or any Unit Owner or Board Member is required under the Declarations or these Condominium By-Laws not to be unreasonably withheld, such approval shall also not be unreasonably conditioned or delayed.

18.1.3 Notwithstanding that the consent and/or approval of any Board or Unit Owner may be required for or with respect to any particular matter, there shall be no separate or further requirement to obtain the consent or approval of the managing agent for any of the foregoing Persons.

18.1.4 Notwithstanding any other provision of the Declaration and these Condominium By-Laws, with respect to any right of approval or consent granted to any Person by virtue of any "affect" or "impact" on it or any portion of the Property owned or controlled by it, in each instance the "affect" alleged must relate to the unique circumstances of such Person and the portion(s) of the Property owned or controlled by it; and no specific right of approval or consent shall apply with respect to any such matter which affects or impacts all Unit Owners, all General Common Charge Obligors, the Tower Board and the Base Board, as the case may be, simply by virtue of their status as Unit Owners, General Common Charge Obligors, Unit Owner or Board, as the case may be.

18.2 Waiver. No provision contained in the Declaration, these Condominium By-Laws or the General Rules and Regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches thereof which may occur.

18.3 Captions. The index hereof and captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Condominium By-Laws or the intent of any provision hereof.

18.4 Conflicts. In the event of a conflict between: (i) the terms of the Declaration and those of any of the Condominium By-Laws, Base By-Laws or Tower By-Laws, the terms of the Declaration shall in all events govern; (ii) the terms of the Condominium By-Laws and those of the Base By-Laws or the Tower By-Laws, the terms of these Condominium By-Laws shall in all events govern; and (iii) the terms of any General Rules and Regulations and those of the Base Rules and Regulations or Tower Rules and Regulations, the terms of any General Rules and Regulations shall in all events govern.

18.5 Certain References.

18.5.1 A reference in these Condominium By-Laws to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires.

18.5.2 The terms "herein," "hereof" or "hereunder" or similar terms used in these Condominium By-Laws refer to these entire Condominium By-Laws and not to the particular provision in which the terms are used.

18.5.3 Unless otherwise stated, all references herein to Articles, Sections, subsections, paragraphs, subparagraphs or other provisions are references to Articles, Sections or other provisions of these Condominium By-Laws.

18.6 Severability. Subject to the provisions of the Declaration, if any provision of these Condominium By-Laws is invalid or unenforceable as against any Person or under certain circumstances, the remainder of these Condominium By-Laws and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of these Condominium By-Laws shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by Law.

18.7 CPI Increases. All specific dollar amounts set forth in these Condominium By-Laws or the Declaration shall be adjusted by the CPI Increase Factor except to the extent otherwise provided. For such purposes, the "CPI Increase Factor" means an increase proportionate to any increase in the cost of living from the date of the initial recording of the Declaration, as reflected by the change in the Consumer Price Index (CPI-U; All Items; 1982-84 = 100 standard reference base period) for New York, New York (or the smallest measured area including New York, New York), as published by the Bureau of Labor Statistics, United States Department of Labor or, if the same ceases to be published, a commonly used substitute therefor reasonably selected by the Condominium Board (such index or substitute, the "Consumer Price Index").

18.8 Covenant of Further Assurances.

18.8.1 Any party which is subject to the terms of these Condominium By-Laws, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an Occupant of a Unit, a member or an officer of any Board, a Registered Mortgagee, Base Unit Mortgage Representative, Tower Unit Mortgage Representative or otherwise, shall, at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request, as shall be reasonably necessary to effectuate the provisions of these Condominium By-Laws or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction (but without expanding the scope of any liability or obligation on the part of the cooperating party beyond that set forth in the Condominium Documents).

18.8.2 If any Unit Owner or any other party which is subject to the terms of these Condominium By-Laws fails to execute, acknowledge or deliver any instrument, or fails or refuses to take any action which such Unit Owner or other party is required to perform pursuant to one or more specific provision of these Condominium By-Laws, in each case (unless a specific provision with respect thereto is provided for elsewhere in the Condominium Documents) within fifteen (15) Business Days after request therefor and within five (5) Business

Days after receipt of a second request therefor (which second request shall be accompanied by a copy of the initial request (and any supporting materials)) and stating in bold print: "THIS IS A SECOND AND FINAL REQUEST FOR YOU TO EXECUTE, ACKNOWLEDGE AND/OR DELIVER THE DOCUMENTS, OR TO TAKE THE ACTIONS, DESCRIBED IN THE ENCLOSED PRIOR REQUEST THEREFOR, WHICH IS REQUIRED UNDER THE TERMS OF THE CONDOMINIUM DECLARATION AND/OR THE CONDOMINIUM BY-LAWS. YOUR FAILURE TO EXECUTE, ACKNOWLEDGE AND/OR DELIVER THE DOCUMENTS, OR TO TAKE THE ACTIONS, AS THE CASE MAY BE, WITHIN FIVE BUSINESS DAYS FROM THE DATE HEREOF SHALL ENTITLE THE CONDOMINIUM BOARD TO DO SO ON YOUR BEHALF.", then the Condominium Board is hereby authorized, as attorney-in-fact, coupled with an interest, for such Unit Owner or other party, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner or other party, and such instrument or action shall be binding on such Unit Owner or other party, as the case may be. Any dispute with respect to the foregoing shall be subject to Arbitration; provided, the Person refusing to execute, acknowledge or deliver any such instrument, or refusing to take any such action, expressly renders such refusal in writing (together with its rationale for such refusal) within the time period(s) provided in this Section 18.8.2.

18.9 Liability for Litigation Costs. If any Unit Owner, tenant, purchaser or an applicant to purchase or lease a Unit, institutes any action or proceeding against the Condominium, its officers, Board Members, agents or employees, relating to the Declaration, By-Laws, the Rules and Regulations or the affairs of the Condominium and if there is an adverse determination by the court against the Unit Owner, tenant, purchaser or applicant or the action or proceeding is dismissed, then on a determination by the court that such action or proceeding was not brought in good faith, (a) such Unit Owner, tenant, purchaser or applicant shall reimburse the Condominium for the attorneys' fees and disbursements incurred by the Condominium in such action or proceeding or in the enforcement of this provision, and (b) the Condominium shall have the right to collect the same as an assessment against the Unit Owner or rent against the subtenant. By applying to purchase or lease a Unit, an applicant to purchase or lease a Unit agrees to be bound by this provision.

EXHIBIT B

TO DECLARATION

TOWER BY-LAWS
OF
WILLIAMSBURG WHARF CONDOMINIUM

TOWER RESIDENCES
480 KENT AVENUE
BROOKLYN, NEW YORK

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TOWER BY-LAWS
OF
WILLIAMSBURG WHARF CONDOMINIUM

ARTICLE 1

GENERAL

1.1 Purpose. The purpose of these By-Laws (the "Tower By-Laws") is to set forth the rules and procedures concerning the conduct of the affairs of the Tower Section (the "Tower Section") of Williamsburg Wharf Condominium (the "Condominium") located at 482 Kent Avenue, Brooklyn, New York (the "Building"); the By-Laws of the Condominium (the "Condominium By-Laws") detail the rules and procedures concerning the conduct of the affairs of the Condominium. The Tower Section and these Tower By-Laws shall be subject to the provisions of the Declaration and the Condominium By-Laws; and, as provided (and subject to any express provision to the contrary) therein, the rights of the Tower Unit Owners (as hereinafter defined) with respect to the Condominium and the Condominium Board (as hereinafter defined) shall generally only be enforced by the Tower Board (as hereinafter defined) on behalf of the Tower Unit Owners. The Tower Section is comprised of the Tower Units, the Tower Common Elements and the Tower Limited Common Elements. All terms used herein (including, without limitation, those in the previous sentence) which are not separately defined herein, shall have the meanings given to those terms in the Declaration and/or Condominium By-Laws.

1.2 Applicability of By-Laws. These Tower By-Laws are applicable to the Tower Section and to the use and occupancy thereof. All present and future Tower Unit Owners, mortgagees, lessees, sublessees and occupants of Tower Units and their respective employees, invitees and guests, as well as all other persons who may use the facilities located on, or forming a part of, the Tower Section, are and shall be subject to these Tower By-Laws, the Tower Rules and Regulations, the Declaration, the Condominium By-Laws and the General Rules and Regulations, if any. The acceptance of a deed or conveyance, or the succeeding to title to, or the execution of a lease, sublease or license for, or the act of occupancy of, all or any portion of a Tower Unit or the Tower Section shall constitute an agreement that the provisions of these Tower By-Laws, the Tower Rules and Regulations, the Declaration, the Condominium By-Laws and the General Rules and Regulations, if any, as any of the same may be amended from time to time, are accepted, ratified and will be complied with.

1.3 Principal Office of the Tower Section. The principal office of the Tower Section shall be located either within the Property or at such other place in the Borough of Brooklyn as may be designated from time to time by the Tower Board.

ARTICLE 2

THE TOWER BOARD

2.1 General Description of the Tower Board.

2.1.1 (a) As more particularly set forth in Section 2.2, the affairs of the Tower Section shall be governed by a board of managers of the Tower Section (the "Tower Board"). From and after the First Annual Tower Meeting (as hereinafter defined), the Tower Board shall consist of five persons elected and/or designated (as hereinafter described) by the Tower Unit Owners including the Tower Sponsor.

(b) Each member of the Tower Board, except for the First Tower Board (as hereinafter defined) and except as otherwise provided herein, shall be elected or designated (as hereinafter set forth) at an annual meeting of the Tower Unit Owners and shall serve until the expiration of their term in accordance with Section 2.3.1 below. Notwithstanding the expiration of the term of office of a member of the Tower Board, each member shall serve until a successor for such member has been elected and qualified.

(c) In addition, one member of the Tower Board selected by a majority vote of the Tower Board shall also serve as the representative of the Tower Section on the Condominium Board as herein described.

2.1.2 Except for a Tower Board member elected or designated by Tower Sponsor or its designee, all members of the Tower Board shall be: (i) individual Tower Unit Owners or Permitted Mortgagees (as hereinafter defined) of Tower Units; (ii) partners or employees of a partnership owning, or holding a mortgage encumbering, a Tower Unit; (iii) officers, directors, shareholders or employees of corporate owners or corporate Permitted Mortgagees of Tower Units; (iv) members or employees of a limited liability company owning, or holding a Permitted Mortgage encumbering, a Tower Unit; (v) fiduciaries or their beneficiaries who are owners or Permitted Mortgagees of Tower Units (or directors, officers, shareholders or employees of corporate fiduciaries or partners or employees of partnership fiduciaries); (vi) adult family members (as defined in Section 8.7); or (vii) individuals designated by a sovereign government, consulate or other similar entity that is a Tower Unit Owner or a Permitted Mortgagee of a Tower Unit ("Tower Board Member"). Other than Tower Board members elected or designated by Tower Sponsor or its designee, no Tower Board Member shall continue to serve after he or she ceases to be qualified as set forth above. Notwithstanding anything otherwise contained herein or in the Condominium By-Laws, any member of the Tower Board may also be a member of the Condominium Board and any member of the Condominium Board may also be a member of the Tower Board, if otherwise qualified.

2.1.3 As used herein, the term "Permitted Mortgagee" means the holder of any mortgage ("Permitted Mortgage") of a Tower Unit or Tower Units which is permitted to be placed thereon in accordance with these Tower By-Laws.

2.1.4 In no event shall any Tower Unit Owner (or its proxy) or another interested party be eligible for election to the Tower Board and any such Unit Owner (or its proxy) or other party may be removed as a Tower Board Member by a majority vote of the other Tower Board Members if such Tower Unit Owner is then in arrears for more than two months, beyond any applicable grace period, in the payment of Tower Common Charges or any other amounts required by the Tower Board to be paid. In addition, no member of the Tower Board (or his or her proxy) may continue to participate as a member thereof after the Tower Board has perfected a lien against his or her Unit, for so long as such lien remains unsatisfied.

2.2 Powers and Duties of the Tower Board.

2.2.1 General. Subject to the Declaration and Condominium By-Laws, the Tower Board shall have the powers and duties necessary for or incidental to the administration of the affairs of the Tower Section (except such powers and duties which by Law, the Declaration, the Condominium By-Laws or these Tower By-Laws may not be delegated to the Tower Board by the Tower Unit Owners).

2.2.2 Tower Board. Subject to, and in accordance with, the provisions of subsection 2.2.1 and without limiting the generality thereof (and in addition to all other powers and duties granted to the Tower Board by Law, the Declaration, the Condominium By-Laws or these Tower By-Laws), the Tower Board shall be entitled to make determinations with respect to all matters relating to the operation and the affairs of the Tower Section, and not relating (to more than an immaterial extent) to the General Common Elements and/or the operation and affairs of any portion of the Buildings other than the Tower Section or the use of same for their permitted purposes, including, without limitation, the following:

(a) Operation, care, upkeep, maintenance, repair, restoration, addition and improvement to, and alteration and replacement of, the Tower Common Elements, in the condition and otherwise in a manner commensurate with the building standard.

(b) The amount of Tower Common Charges and any special assessments to be levied against Tower Unit Owners.

(c) Collection of Tower Common Charges and any special assessments from Tower Unit Owners.

(d) Negotiating and entering into amenity agreements with the owners of Rental Units (or any Rental Board that may be formed) for the Tower Unit Owners' non-exclusive use of the Shared Amenities for a fee (the "Shared Amenity Fee").

(e) Collection of the Shared Amenity Fee from the Tower Unit Owners pro rata, in accordance with their respective Common Interests, as a Tower Common Expense.

(f) Payment of the Shared Amenity Fee to the Rental Unit Owners (or any rental board that may be formed).

(g) Employment and dismissal of the personnel necessary for the maintenance and operation of the Tower Section and the provision of the services offered therein.

(h) Adoption of, and amendments and additions to, the Tower Rules and Regulations (as hereinafter defined).

(i) Purchasing, leasing and otherwise acquiring in the name of the Tower Board (or, if required by Law, in the name of the Condominium Board as nominee for the Tower Board), or its designee, corporate or otherwise, on behalf of all Tower Unit Owners, those Tower Units offered for sale or lease by, or Tower Units surrendered by, the owners of such Units to the Tower Board, or those Tower Units with respect to which liens for real estate taxes are being sold by the City of New York.

(j) Purchasing Tower Units at foreclosure or other similar sales (including, without limitation, in connection with the enforcement of the Tower Board's lien for unpaid Tower Common Charges), in the name of the Tower Board (or, if required by Law, in the name of the Condominium Board as nominee for the Tower Board), or its designee, on behalf of all Tower Unit Owners.

(k) Selling, leasing, mortgaging, refinancing and otherwise dealing with (but not voting the interests appurtenant to) Tower Units acquired by, and subleasing Tower Units leased by, the Tower Board or its designee, on behalf of all Tower Unit Owners; and, subject to Tower Sponsor's rights with respect thereto, preparing, executing and administering licenses (the "Parking Space Licenses" and hereinafter defined in Section 6.10.1(b)) for the Tower parking spaces located in the Building, and assigned to the Tower Section (the "Parking Spaces") and licenses (the "Tower Storage Locker Licenses") for the tower storage lockers located in the building, and assigned to the Tower Section (the "Tower Storage Lockers") (and licenses with respect to other Tower Common Elements) and assignments and assumptions thereof.

(l) Making Repairs, restorations, additions and improvements to, and alterations and replacements of, the Tower Common Elements.

(m) Making Repairs, restorations and replacements of, and alterations, additions and improvements to, the Tower Section or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings, all in accordance with the terms of these Tower By-Laws and the Condominium By-Laws.

(n) Enforcing obligations of Tower Unit Owners to the Condominium or the Tower Board.

(o) Subject to the terms of the Condominium By-Laws, levying fines against Tower Unit Owners for violations of the Tower Rules and Regulations and the General Rules and Regulations, if any (any such fines shall constitute Tower Common Charges payable by the Tower Unit Owner against whom they are levied).

(p) Maintaining bank accounts on behalf of the Tower Section (with respect to matters within its jurisdiction as provided in these Tower By-Laws) and designating the signatories required therefor.

(q) Adjusting and settling insurance claims (and executing and delivering releases in connection therewith) if the loss involves only the Tower Section and if the loss is to be adjusted by the Tower Board in accordance with Article 6 hereof.

(r) Borrowing money, at any time, on behalf of the Tower Section when required in connection with: (x) the operation, care, upkeep and maintenance of, or the making of Repairs, restorations and replacements of, and alterations, additions or improvements to, the Tower Common Elements, or (y) any permitted action or activity of the Tower Board, provided, however, that: (i) except as provided in Section 8.6, in the case of borrowings which are in excess of the amount of $250,000 (subject to increase by the CPI Increase Factor) in any one (1) fiscal year or $500,000 (subject to increase by the CPI Increase Factor) in the aggregate (including borrowings from prior periods) at any one time (in each case excluding the pro-rata share of the Tower Section with respect to any borrowing made by the Condominium Board pursuant to the Condominium By-Laws), the consent of at least 66-2/3% of the total authorized votes of all Tower Unit Owners (determined in accordance with the provisions of Section 3.8 hereof) who are present, in person or by proxy, and voting at a duly constituted meeting at which a quorum is present or is not required, shall be required for any borrowings for such purposes; (ii) no lien to secure repayment of any sum borrowed may be created on any Tower Unit or its appurtenant interest in any of the Common Elements (except to the extent permitted by Law) without the prior written consent of the owner of such Unit; and (iii) neither any other Unit Owner (other than a Tower Unit Owner) nor any other Board will be liable for repayment of any portion of any such borrowing and all loan documentation entered into by or on behalf of the Tower Board with respect to such loans shall specifically so provide. Subject to Section 6.1.1(b) of these Tower By-Laws and Section 2.2.9 of the Condominium By-Laws, any such debt may be secured by future income and Tower Common Charges in which event the Tower Common Charges, subject to the rights of the Condominium Board with respect thereto as described in such Section, shall be deemed trust funds for the purpose of paying such debt. The Tower Board cannot secure such debt by a lien on the Tower Common Elements (or any other Common Elements) without the consent of all Tower Unit Owners (or in the case of any other Common Elements, the consent of all Unit Owners). In addition to the debt described above, the Tower Board, without approval of the Unit Owners may, at any time, incur, or refinance, debt from time to time, secured by a lien on any residence or property acquired by the Tower Board pursuant to the Declaration, Condominium By-Laws and/or these Tower By-Laws; provided, however, that no such financing or refinancing may be secured by an encumbrance or hypothecation of any portion of the Property other than the real property to be purchased. If any sum borrowed by the Tower Board pursuant to the authority contained in this subsection 2.2.2(r) is not repaid by the Tower Board, a Tower Unit Owner who pays to the creditor such proportion thereof as its interest in the Common Elements bears to the interest of all Tower Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor has filed or has the right to file against such Tower Unit Owner's Unit, and all loan documentation entered into by or on behalf of the Tower Board shall specifically so provide. Notwithstanding the foregoing pursuant to the Condominium By-Laws, the Tower

Board shall not create any lien on the General Common Elements or a lien that would have priority to the Condominium Board's lien for its share of General Common Charges.

(s) Organizing corporations, limited liability companies and/or other entities to act as designees of the Tower Board with respect to such matters as the Tower Board may determine, including, without limitation, in connection with the acquisition of title to, or the leasing or subleasing of, Tower Units acquired or leased by the Tower Board on behalf of the Tower Unit Owners.

(t) Execution, acknowledgment and delivery of, without limitation: (i) any consent, agreement, document, covenant, restriction, easement, declaration or other instrument, or any amendment thereto, affecting the Tower Section (and not relating (to more than an immaterial extent) to the General Common Elements and/or the operation and affairs of any portion of the Buildings other than the Tower Section or the use of same for their permitted purposes), which the Tower Board deems necessary or appropriate to comply with the Laws applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Tower Section; or (ii) any consent, agreement, document, covenant, restriction, easement, declaration or other instrument, or any amendment thereto, affecting a Tower Unit (and not relating (to more than an immaterial extent) to the General Common Elements and/or the operation and affairs of any portion of the Buildings other than the Tower Section or the use of same for their permitted purposes), if the owner of such Tower Unit requests, or under the Declaration, the Condominium By-Laws or these Tower By-Laws is required to request, that the Tower Board take such action, and (except as otherwise provided in the Declaration, the Condominium By-Laws or these Tower By-Laws) the Tower Board determines that taking such action is appropriate.

(u) Execution, acknowledgement and delivery of any documents or other instruments necessary to commence, pursue, compromise or settle certiorari proceedings to obtain reduced real estate tax assessments, or in connection with any real estate tax exemption or abatement, with respect to any or all of the Tower Units on behalf of and as agent for the respective Tower Unit Owners thereof; but only with respect to such Tower Units as to which the respective Unit Owners thereof have in writing requested and authorized the Tower Board to do so, and indemnified the Tower Board from and against all claims, costs and expenses (including, without limitation, attorneys' fees) resulting from such proceedings.

(v) Defending and settling litigation to the extent relating to the Tower Board or the Tower Section, and not relating (to more than an immaterial extent) to the General Common Elements and/or the operation and affairs of any portion of the Buildings other than the Tower Section or the use of same for their permitted purposes.

(w) Operating, maintaining and supervising the Tower Common Elements in accordance with the terms of these Tower By-Laws and the Condominium By-Laws.

(x) Obtaining and reviewing insurance for the Tower Section and otherwise as provided in Section 6.4 hereof.

(y) Imposition, increase, decrease or elimination of move-in fees and charges, and transfer fees payable to the managing agent of the Tower Section and/or the Tower Board, in connection with the sale or lease of a Tower Unit, provided that no such fees or charges or any other conditions of transfer or lease may be imposed upon Tower Sponsor or its designee or any Units bought, sold or leased by the Tower Board.

(z) Establishing, changing and otherwise making determinations with respect to reserves, including, without limitation, a general operating reserve or a reserve or fund for Working Capital or for replacements with respect to the Tower Common Elements.

(aa) Commencement of summary eviction proceedings in the name of or on behalf of the Tower Board and/or a Tower Unit Owner or the Tower Unit Owners, as the case may be, against an authorized guest and/or a Tenant of a Tower Unit Owner if such authorized guest and/or Tenant does not conform to the Rules and Regulations of the Condominium, annexed hereto as Schedule A, as said Rules and Regulations may at any time and from time to time, be modified, amended or added to in accordance with the terms of these By-Laws. All costs in connection with the removal of the authorized guest and/or Tenant, including reasonable attorney's fees, shall be borne by the Unit Owner.

(bb) Carrying out any other duties imposed upon the Tower Board pursuant to the Declaration and these By-Laws.

(cc) Establishing rules and regulations for the use of the Tower Amenities, and Parking Spaces and Tower Storage Lockers.

(dd) Acquiring, mortgaging, leasing, subleasing, conveying or otherwise dealing with the Handicap Parking Space, in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Tower Unit Owners.

2.2.3 Limitations on Tower Board. Tower Sponsor, through its control over the Tower Board, may not exercise veto power over expenses described in Schedule B-1, or over expenses required: (i) to comply with Law; or (ii) to remedy any notice of violation; or (iii) to comply with any proper work order by an insurer of the Tower Section. Tower Sponsor may, however, exercise veto power over expenses (other than those described in the preceding sentence) and the Tower Board may not, without the prior written consent of Tower Sponsor, take any of the following actions, for a period ending not more than five (5) years after the First Tower Closing or whenever there shall be no Unsold Tower Units, whichever is sooner: (i) make or approve any addition, alteration or improvement to the Tower Common Elements or any Tower Unit unless required by any applicable laws, statutes and ordinances (including, without limitation, environmental laws, and all building codes and zoning ordinances) and the orders, rules, regulations, directives, binding resolutions and requirements of all governmental authorities (including without limitation, the New York City Department of Buildings, the City Planning Commission, the boards of fire underwriters or any public authority or agency having jurisdiction), whether in force as of the date hereof or hereafter, which are or become, or purport to be, applicable to the Property or any part thereof ("Laws"); (ii) assess any Tower Common Charges for the creation of, addition to or replacement of all or any reserve, contingency or

surplus fund in respect of the Tower Section; (iii) increase or decrease the number of, or change the kind of, employees initially hired for the Tower Section, as provided for in Schedule B-1 "Projected Budget for First Year of Tower Section Operation" (the "First Year's Budget") set forth in that certain Condominium Offering Plan, filed as of May 24, 2024, for the sale of Tower Units at the Condominium (the "Tower Offering Plan"); (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the First Tower Closing or otherwise provide services in excess of those referred to in the Tower Offering Plan, except as is required to reflect normal annual increases in operating services; (v) borrow money on behalf of the Tower Section, or unless such borrowing is approved by the owners of Tower Units representing at least seventy-five percent (75%) in number and aggregate Common Interests of all Tower Units); or (vi) exercise any right of first refusal to lease or purchase a Tower Unit. However, the Tower Board may take any of the actions enumerated in subsections (i) through (v) above, without the consent of Tower Sponsor if, and only if such action is necessary, and no other alternative is available, either to enable the Tower Board to comply with any Law, or to remedy any notice of violation entered against the Tower Section, or to comply with any proper work order by an insurer of the Tower Section, or for the health and safety (but not the general comfort or welfare) of the occupants of the Tower Section.

2.2.4 Any action required or permitted to be taken pursuant to the provisions of these Tower By-Laws or the Declaration or Condominium By-Laws by the Tower Board shall be done or performed by the Tower Board, or shall be done on behalf of the Tower Board and at its direction by the agents, employees or designees of the Tower Board, and the Tower Board may employ one or more managing agents and/or managers, at a compensation established by the Tower Board, to perform such duties and services as the Tower Board shall authorize, including, but not limited to, the duties listed in 2.2.2(a), (c), (d), (i), (j), (m) and (u). The Tower Board may delegate to such managing agent or manager other powers granted to the Tower Board by these Tower By-Laws, except the powers set forth in subparagraphs 2.2.2(b), (e), (f), (g), (h), (k), (l), (n) and (v) through (w).

(a) Subject to the limitations set forth in this subsection 2.2.4 and the Condominium By-Laws, the Tower Board and the Condominium Board may employ the same managing agent and/or manager to act on behalf of each.

2.2.5 For convenience of operation of the Condominium, the Tower Board may designate the Condominium Board to act as its agent with respect to any matter the determination of which is entitled to be made by the Tower Board and, in connection with such designation, the Tower Board may execute, acknowledge and deliver any application, instrument or document, including, without limitation, any power of attorney or indemnification from liability that the Condominium Board may request.

2.2.6 Any action required or permitted to be taken pursuant to the provisions of these Tower By-Laws, the Condominium By-Laws or the Declaration by the Tower Board may, if required by any Law, be taken by the Tower Board (upon prior written notice to the Condominium Board in accordance with the Condominium By-Laws) in the name of the Condominium Board which shall, upon request, execute, acknowledge and deliver any and all instruments, documents or applications in connection therewith.

2.2.7 Notwithstanding anything contained in the By-Laws to the contrary, the Condominium Board nor the Tower Board shall not have the right to commence any litigation or arbitration other than to collect Common Charges or assessments or enforce the provisions of the Declaration or By-Laws (other than to defend the Condominium in such action) without first obtaining the written consent of the owners of three-quarters of the Units or Tower Units, as the case may be, and three-quarters of the percentage interests in the General Common Elements or the Tower Common Elements, as the case may be. Section 2.2.7 shall not be amended without the approval of three-quarters of the Unit Owners.

2.2.8 The Tower Board, as to the Tower Common Elements, and the Tower Unit Owners, as to each Tower Unit Owner's Tower Unit, shall perform all routine inspections, maintenance, repairs and replacements required by the owner's manual and their professional advisors.

2.3 Number, Terms of Office and Qualification of Members of Tower Board.

2.3.1 Until the First Annual Tower Meeting held by the Tower Unit Owners ("First Annual Meeting") pursuant to the terms of Section 3.1 hereof, the Tower Board (the "First Tower Board") shall consist of three (3) persons designated by Tower Sponsor from time to time. Prior to the First Annual Tower Meeting, the terms of each such member of the First Tower Board shall expire annually and, subject to the other provisions of this Section, Tower Sponsor shall have the right to designate the replacement for each such member, even though such replacement may be the same person. In accordance with, and within the time periods set forth in, the provisions of Section 3.1, the First Tower Board shall cause the President of the Tower Section to call the First Annual Tower Meeting. The term of office of the members of the First Tower Board so designated by Tower Sponsor prior to the First Annual Tower Meeting shall expire when the three (3) persons to be elected and/or designated at the First Annual Tower Meeting are so elected and/or designated and qualified.

2.3.2 From and after the holding of the First Annual Tower Meeting, the Tower Board shall consist of five (5) persons. For so long as Tower Sponsor or its designee is entitled to designate one (1) member of the Tower Board, as provided for in subsection 2.1.1(a) and Section 2.6 hereof, the Tower Board may not be expanded beyond five (5) members without the prior written consent thereto of Tower Sponsor; notwithstanding anything otherwise herein contained, this provision may not be amended or modified without the consent thereto of Tower Sponsor.

2.3.3 The term of office of each of the five (5) members comprising the Tower Board elected at the First Annual Tower Meeting pursuant to Section 3.1 will serve for a term of approximately one (1) year and until their successors are elected and qualify. At each annual meeting of Tower Unit Owners subsequent to the First Annual Tower Meeting, the Tower Unit Owners shall elect and/or designate, pursuant to the terms of Section 2.4 hereof, Tower Board Members to replace the Tower Board Members whose terms of office are then expiring, each to serve a term of office fixed at one (1) year. Notwithstanding the expiration of the term of office of a member of the Tower Board or anything contained herein to the contrary, such member of the Tower Board (including any member of such Tower Board designated by Tower Sponsor or

its designee) shall serve until his or her successor shall be elected and qualified. There shall be no limit on the number of terms of office, successive or otherwise, that a Tower Board member (including any member of the Tower Board designated by Tower Sponsor or its designee) may serve until his or her successor shall be elected and qualified.

2.3.4 No candidate for the Tower Board, nor a Tower Board Member, may be a member of the Tower Board if the candidate or Tower Board Member resides in a Unit that is more than two (2) months in arrears in paying Tower Common Charges or assessments. No more than one member of a household can serve on the Tower Board at the same time.

2.4 Election of Tower Board Members; Rights of Tower Sponsor.

2.4.1 Subject to the terms of subsections 2.4.3 and 2.4.4, all members of the Tower Board to be elected by the Tower Unit Owners shall be determined by plurality of the votes cast by those Tower Unit Owners (including Tower Sponsor or its designee, and subject in all events to the rights of Tower Sponsor under subsection 2.4.3 for so long as Tower Sponsor or its designee shall own at least one (1) Tower Unit) entitled to vote for such board member(s) who are present (in person or by proxy) and voting at a meeting at which a quorum of all Tower Unit Owners is present or not required.

2.4.2 When voting for members of the Tower Board, the voting shall be by ballot and each ballot shall state the name of the Tower Unit Owner voting, the Tower Unit owned by such Tower Unit Owner and the percentage of Common Interest attributable to each Tower Unit owned by such Tower Unit Owner and, in addition, the name of the proxy if such ballot is cast by a proxy. Nothing contained in these Tower By-Laws shall be deemed to permit cumulative voting. Ballots and proxies shall be kept confidential and, after the election is certified, sealed unless required to be unsealed by a court order.

2.4.3 At the First Annual Tower Meeting and at all times theretofore and thereafter, Tower Sponsor and/or its designee and/or any owner of Unsold Tower Units shall be able to vote in accordance with its/their ownership of Tower Units and thus may be able to elect members of the Tower Board by virtue of its/their ownership of Tower Units. In addition, at elections of members to the Tower Board held following the expiration of the Initial Control Period, Tower Sponsor will have the right to vote for Tower Board Members but no more than two members of the Tower Board shall be employees or family members of the Tower Sponsor.

2.5 Resignation and Removal.

2.5.1 Any member of the Tower Board may resign at any time by written notice given in accordance with the terms of Section 5.1 of these Tower By-Laws to the President or Secretary of the Tower Section and, with respect to members of the Tower Board designated as such or elected by Tower Sponsor (or its designee), by also giving such written notice to such party. Any such resignation shall take effect at the time specified in such notice and, unless specifically requested by the resigning member, acceptance of such resignation shall not be necessary for the effectiveness thereof.

2.5.2 Subject to the provisions of Sections 2.3 and 2.4, and except as provided in the following sentence, any Tower Board Member elected thereto by the Tower Unit Owners or by the Tower Board pursuant to the terms of Section 2.4 or 2.6 hereof, respectively, may be removed from office, with or without cause, by a Majority of Tower Unit Owners (as hereinafter defined). Any Tower Board Member who was designated or elected as such by Tower Sponsor (or its designee) may be removed from office only by Tower Sponsor or its designee. In the event of any removal described in the previous sentence, whether with or without cause, Tower Sponsor (or its designee) shall have the sole right to designate the replacement of such member. Any Tower Board Member whose removal for cause has been proposed shall be given an opportunity to be heard at the meeting of Tower Unit Owners at which such removal is to be considered.

2.5.3 Any member of the Tower Board who ceases to be qualified for service on the Board pursuant to subsection 2.3.4 shall be deemed to have resigned from the Board.

2.6 Vacancies on Tower Board. Subject to the provisions of Sections 2.3 and 2.4, any vacancy on the Tower Board for whatever reason shall be filled by the members of the Tower Board then in office, at a special meeting of the Tower Board held for that purpose promptly after the occurrence of any such vacancy even though the members present at such meeting may constitute less than a quorum, and any person so elected shall be a member of the Tower Board until the next annual meeting of Tower Unit Owners, when a successor shall be elected for the remainder of the term of the member creating such vacancy. However, any vacancy on the Tower Board created by the resignation, removal or any other reason of any Tower Board Member designated or elected as such by Tower Sponsor or its designee shall be filled only by Tower Sponsor or its designee as the case may be.

2.7 Organizational Meeting of Tower Board. The first meeting of the Tower Board following each annual meeting of Tower Unit Owners shall be held within twenty (20) days after such annual meeting at such time and place in the Borough of Brooklyn as shall be fixed by a majority of the members thereof, and no notice shall be necessary to the Tower Board Members in order to legally constitute such meeting, provided that a majority of the members of the Tower Board shall be present thereat.

2.8 Regular Meetings of Tower Board. Regular meetings of the Tower Board may be held at such time and place in the Borough of Brooklyn as shall be determined from time to time by a majority of the members thereof, provided that at least one (1) such meeting shall be held every three (3) months during each fiscal year of the Tower Section. Notice of regular meetings shall be given to each member thereof, by personal delivery, nationally recognized overnight courier or telecopy, at least five (5) Business Days prior to the day named for such meeting.

2.9 Special Meetings of Tower Board. Special meetings of the Tower Board may be called by the President or Vice President of the Tower Section by giving at least five (5) business days' prior notice to each member of the Tower Board, by personal delivery, nationally recognized overnight courier or telecopy, which notice shall state the time, place (in the Borough of Brooklyn) and purpose of the meeting. In addition, the President shall call a special meeting upon the written request of two (2) or more members of the Tower Board.

2.10 Waiver of Notice. Any member of the Tower Board may at any time waive notice of any Tower Board meeting in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Tower Board at any meeting thereof shall constitute a waiver by such member of notice of the time and place thereof. If all the members are present at any meeting of the Tower Board, no notice shall be required and any business may be transacted at such meeting.

2.11 Virtual Meetings. Any meeting of the Tower Unit Owners or Tower Board may, at the option of the Board, be held virtually by Zoom or other similar technology.

2.12 Determinations by Tower Board; Quorums.

2.12.1 Except as otherwise set forth in subsections 2.4.1, 2.6, 2.10 and 2.12.3, all determinations of the Tower Board shall be made at a meeting of the Tower Board at which a quorum thereof is present in person or by virtual technology. At any Tower Board meeting, a majority of the members thereof shall constitute a quorum, except as may otherwise be provided herein, and the votes of a majority of such members present shall constitute the decision of the Tower Board.

2.12.2 If at any Tower Board meeting there is less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum exists or may reconvene the meeting to a time (specified on at least three (3) Business Days' notice, by personal delivery, nationally recognized overnight courier or telecopy, to the absent members) when no quorum requirement shall apply. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

2.12.3 Notwithstanding anything to the contrary contained herein, action permitted or required to be taken at a meeting of the Tower Board may be taken without a meeting if all members of the Tower Board consent thereto in writing.

2.12.4 The Tower Board shall cause to be promptly delivered to the Tower Unit Owners copies of all resolutions adopted by it except to the extent (a) of matters privileged under applicable Law, (b) relating to the terms of the sale, leasing or subleasing of any Tower Unit or portion of any Tower Unit, other than the nature of the use thereof, and (c) relating to matters not related to the Property.

2.13 Indemnification.

2.13.1 To the extent permitted by applicable law, no member of the Tower Board shall have any personal liability with respect to any contract, act or omission of the Tower Board or of any managing agent or manager in connection with the affairs or operation of the Tower Section or any Limited Common Element (except in their capacities as Unit Owners) and the liability of any Tower Unit Owner with respect thereto shall be limited as hereinafter set forth. Every contract made by the Tower Board or by any managing agent or manager thereof shall state that it is made by the Tower Board, managing agent or manager only as agent for all

Tower Unit Owners, that the Tower Board Members or managing agent or manager shall have no personal liability thereon (except in their capacities as Tower Unit Owners) and shall also state the applicable limitations of liability of Tower Unit Owners provided for in the next sentence. The liability of any Tower Unit Owner with respect to any contract, act or omission with respect to the Tower Section or any Limited Common Element shall be limited to such proportionate share of the total liability as the interest of such Tower Unit Owner bears to the aggregate Common Interests of all Tower Unit Owners, and, unless expressly stated to the contrary in such contract (as determined by the Tower Board in its sole and absolute discretion), to the extent permitted by applicable law, shall be limited to such Tower Unit Owner's interest in his or her Tower Unit and his or her appurtenant Common Interest so that such Tower Unit Owner shall have no personal liability for such contract, act or omission. Nothing in the preceding sentence shall limit a Tower Unit Owner's liability for the payment of Tower Common Charges. Any such contract or agreement may also provide that it covers the assets, if any, of the Tower Board on whose behalf the contract or agreement is made. Tower Board Members shall have no liability to Tower Unit Owners except that a Tower Board Member shall be liable for his or her own bad faith or willful misconduct. All Tower Unit Owners shall severally, to the extent of their respective interests in their Tower Units and their appurtenant Common Interests, indemnify each Tower Board Member against any liability or claim except those arising out of such member's own bad faith or willful misconduct. The Tower Board may contract or effect any transaction with the Tower Board Member, any Tower Unit Owner, Declarant, Declarant's designee or any affiliate of any of them without, except in cases of bad faith or willful misconduct, incurring any liability for self-dealing.

2.13.2 Neither the Tower Board nor any member thereof shall be liable for either (i) any failure or interruption of any utility or other service to be obtained by, or on behalf of, the Tower Board or to be paid for as a Tower Common Expense, except when any such failure or interruption is caused by the acts of bad faith or willful misconduct of the Tower Board or any member thereof or (ii) any injury, loss or damage to any individual or property, occurring in or about either a Tower Unit or any Limited Common Element.

2.13.3 The Condominium shall indemnify each Board member against all costs arising out of such Board member's serving in such capacity except those matters arising out of such Board member's own bad faith, gross negligence, fraud or willful misconduct.

2.13.4 The Tower Board may contract or effect any other transaction with any Board member, Declarant and/or affiliates of any of the foregoing without incurring any liability of self-dealing or otherwise (except in the case of bad faith, gross negligence, fraud or willful misconduct which shall not be deemed presumed or established by the relationship between or among any such parties), but all such contracts or transactions shall be made only in accordance with the provisions hereof.

2.13.5 No Unit Owner, in its capacity as a Unit Owner, shall be personally liable for any contract with respect to any contract, act or omission of the Condominium. Nothing in the preceding sentence shall limit a Unit Owner's liability for the payment of Common Charges or assessments.

2.13.6 Business Corporation Law. The indemnification provisions of the New York Business Corporation Law ("BCL") for corporate directors and officers shall apply respectively to the members of the Tower Board (the "Board Members") and officers of the Tower Section Condominium (the "Officers") to the same effect as though the Tower Section were a corporation and the Board Members and Officers were respectively a board of directors and officers of such corporation.

2.13.7 Indemnity. The Board on behalf and as agent of the Unit Owners shall indemnify to the fullest extent provided in the BCL, the Board Members and Officers made, or threatened to be made, a party to an action or proceeding, whether civil or criminal, including an action by or in the right of the Board or any corporation of any type or kind, or any partnership, limited liability partnership, limited liability company (a "Claim"), joint venture, trust, employee benefit plan or other enterprise, whether domestic or foreign (each an "Enterprise"), which such Board Member or Officer or other person on behalf of the Board heretofore or hereafter served in any capacity at the request of the Board, by reason of the fact that such person, whether testate or intestate, was a Board Member or Officer, or served such other Enterprise in any capacity, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees and disbursements actually and necessarily incurred as a result of the threat of, the commencement of and/or the continuation of such action or proceeding, or any appeal therein, if such Board Member or Officer acted, in good faith, for a purpose which such person reasonably believed to be in, or, in the case of service for any such Enterprise, not opposed to, the best interests of the Board and the Condominium and, in criminal proceedings, in addition, had no reasonable cause to believe that his or her conduct was unlawful.

2.13.8 Insurance. The Board on behalf and as agent of the Unit Owners shall have the power to purchase and maintain insurance to indemnify: (a) the Tower Board for any obligation which it incurs as a result of the indemnification of Board Members and Officers under the provisions of this Article; (b) the Board Members and Officers in instances in which they may be indemnified by the Board under the provisions of this Article; (c) the Tower Board for any obligation which the Board incurs on behalf and as agent of the Unit Owners; and (d) Board Members and Officers under any indemnification provided in this Declaration or the By-Laws, a resolution of Unit Owners, a resolution of the Board, or any agreement.

2.13.9 Interpretation. The intent of the foregoing indemnification provisions in this Article is both to provide and to expand upon the indemnification provided by the BCL, as the BCL may from time to time be amended, so as to maintain and continue to attract persons of high quality to serve on the Board as Board Members, Officers or in similar capacities.

2.13.10 Notice of Claim or Lawsuit. Promptly after being notified of a Claim or served in a lawsuit for which indemnity is sought (a "Lawsuit"), the indemnified party shall give notice thereof to the Board.

2.13.11 Control of Defense. The Board on behalf and as agent of the Unit Owners, as a Common Expense, shall be entitled: (a) to control the defense, compromise and settlement of such Claim or Lawsuit, provided the indemnified party shall not be adversely affected by the proposed compromise or settlement and shall be fully and unconditionally

released and discharged in writing from all liabilities and expenses with respect to such Claim by all claimants or with respect to such Lawsuit by all plaintiffs or petitioners or counter-claimants or cross-claimants (such release and discharge to be in form and content as shall be reasonably approved by the indemnified party); and (b) to choose the attorneys, who shall be reasonably satisfactory to the indemnified party.

2.13.12 Cooperation. The indemnified party shall cooperate fully and make available to the Tower Board such information and documents under the control or in the possession of the indemnified party as are reasonably related to the defense of the Claim or Lawsuit.

2.13.13 Participation. The indemnified party shall have the right, but not the obligation, at such indemnified party's sole cost and expense, to participate and be represented by separate counsel (chosen by the indemnified party) in the defense, compromise and settlement of the Claim or Lawsuit.

2.14 Compensation. No member the Tower Board shall receive any compensation for acting as such.

2.15 Fidelity Bonds. The Tower Board shall obtain fidelity bonds (or similar bonds or insurance), in amounts deemed appropriate by it, for all of its members, officers and employees and for the managing agent or manager, if any, employed by it and the premiums on such bonds (or insurance) shall constitute Tower Common Expenses.

2.16 Committees. The Tower Board may, subject to such limitations and exceptions as the Tower Board may prescribe, appoint such committees as the Tower Board may deem appropriate, each to consist of two or more members of the Tower Board. Each such committee, to the extent provided in the resolution which creates it, shall have and may exercise all the powers of the Tower Board during the intervals between the meetings of the Tower Board, insofar as may be permitted by Law. For so long as Tower Sponsor is entitled to designate members to the Tower Board, any committee appointed by the Tower Board shall have as at least one of its members a member of the Tower Board appointed by Tower Sponsor.

2.17 Status of Tower Board. In addition to the status conferred upon the Tower Board under or pursuant to the provisions of the New York Condominium Act, the Tower Board shall, to the extent permitted by Law, be deemed to constitute a separate unincorporated association for all purposes under and pursuant to the provisions of the General Associations Law of the State of New York. In the event of the incorporation or organization of the Tower Board pursuant to the provisions of Section 2.18, the provisions of this Section 2.17 shall no longer be applicable to the Tower Board.

2.18 Incorporation and Organization of Tower Board. To the extent and in the manner provided in the New York Condominium Act, the Tower Board may, by action of the Tower Board as provided in this Article 2, be organized as a limited liability company or incorporated under the applicable statutes of the State of New York. In the event that the Tower Board so incorporates or organizes, it shall have, to the extent permitted by Law, the status conferred upon

it under such statutes in addition to the status conferred upon the Tower Board under or pursuant to the provisions of the New York Condominium Act. The certificate of incorporation and by-laws of any such resulting corporation or the articles of organization and operating agreement of such resulting limited liability company, as the case may be, shall conform as closely as practicable to the provisions of the Declaration, these Tower By-Laws and, to the extent applicable, the Condominium By-Laws, and the provisions of the Declaration, these Tower By-Laws and, to the extent applicable, the Condominium By-Laws, shall control in the event of any inconsistency or conflict between the provisions thereof and the provisions of such certificate of incorporation and by-laws or articles of organization and operating agreement.

2.19 Tower Board as Agent of Tower Unit Owners. In exercising its powers and performing its duties under the Declaration, these Tower By-Laws and, to the extent applicable, the Condominium By-Laws, the Tower Board shall act as and in the capacity of, and shall be, the agent of the Tower Unit Owners, subject to and in accordance with the provisions of the Declaration, these Tower By-Laws and, to the extent applicable, the Condominium By-Laws.

2.20 Prohibited Transactions. Each member of the Tower Board shall perform his or her duties, and shall exercise his or her powers, in good faith and with a view to the interests of the Tower Section. To the extent permitted by Law, no contract or other transaction between the Tower Board and either: (i) any of its members, or (ii) any corporation, partnership, fiduciary, firm, limited liability company, association or other entity in which any of the members of the Tower Board are officers, directors, shareholders, employees, partners, fiduciaries, beneficiaries, members or principals, or are otherwise interested, peculiarly or otherwise, shall be deemed either void or voidable because either: (a) any such member of the Tower Board was present at the meeting or meetings of the Tower Board during which such contract or transaction was discussed, authorized, approved or ratified, or (b) the vote of any such member was counted for such purpose; provided, however, that either: (1) the fact thereof is disclosed to, or known by, the Tower Board or a majority of the members thereof and noted in the minutes thereof, and the Tower Board shall authorize, approve or ratify such contract or transaction in good faith by a vote of a majority of the entire Tower Board, less the number of such members involved in such contract or transaction; or (2) the fact thereof is disclosed to, or known by, a majority of Tower Unit Owners, present at a duly constituted meeting, shall in good faith authorize, approve or ratify such contract or transaction less the number of such Tower Unit Owners who are also such members involved in such contract or transaction; and (3) the contract or transaction is commercially reasonable to the Tower Board at the time the same is authorized, approved, ratified, executed or otherwise consummated. Any such members of the Tower Board may be counted in determining the presence of a quorum of any meeting of the Tower Board less the number of any such Tower Board members who are also such members involved in such contract or transaction which authorizes, approves or ratifies any such contract or transaction, but no such member shall be entitled to vote thereat in order to authorize, approve or ratify such contract or transaction. Notwithstanding the foregoing requirements, any managing agent designated and/or employed by the Tower Board may be an affiliate of Tower Sponsor.

ARTICLE 3

TOWER UNIT OWNERS

3.1 Annual Meetings. The first annual meeting of Tower Unit Owners (the "First Annual Tower Meeting") shall be held not later than thirty (30) days following the later to occur of: (i) the fifth anniversary of the First Tower Closing; or (ii) the closing of title by Tower Sponsor (or its designee), as seller, of all Tower Units to Purchasers (as defined in the Tower Offering Plan). At such meeting a new Tower Board shall be elected and/or designated (as provided in Sections 2.3 and 2.4) consisting of three (3) persons and the incumbent Tower Board shall resign. Thereafter, annual meetings of Tower Unit Owners shall be held within approximately four (4) weeks after the anniversary of such first meeting in each succeeding year on a date to be set by the Tower Board. At such meetings, the Tower Unit Owners shall elect or designate, as the case may be, successors to the members of the Tower Board whose terms of office are due to expire on or about the day of such meeting or have already expired and there shall also be transacted such other business as may properly come before such meeting.

3.2 Place of Meetings. Meetings of Tower Unit Owners shall be held at the principal office of the Tower Section or at such other place in the Borough of Brooklyn as may be designated from time to time by the Tower Board.

3.3 Special Meetings. The President or the Vice President of the Tower Section shall call a special meeting of Tower Unit Owners if so directed by resolution of the Tower Board or upon a petition signed and presented to the Secretary of the Tower Section by Tower Unit Owners owning Tower Units representing not less than 50% of the Common Interests of all of the Tower Units. Each such resolution or petition shall state, in reasonable detail, the purposes for calling such meeting.

3.4 Notice of Meetings and Actions Taken. Notice of each annual or special meeting of Tower Unit Owners shall be given by the Secretary of the Tower Section to all Tower Unit Owners of record entitled to vote thereat, at their address at the Condominium (or at such other address as any Tower Unit Owner has designated by notice in writing to the Secretary of the Tower Section at least fifteen (15) business days prior to the giving of notice of the applicable meeting). Each such notice shall state the purposes of the meeting and the time and place where it is to be held, and no business shall be transacted at such meeting except as stated in the notice. All notices hereunder shall be given by personal delivery, mail, nationally recognized overnight courier or telecopy, at least ten (10) business days prior to the date fixed for the meeting. However, if the business to be conducted at any meeting of the Tower Unit Owners shall include consideration of a proposed amendment to the Declaration, these Tower By-Laws or the Condominium By-Laws, the notice of such meeting shall be given to all Tower Unit Owners, in the manner provided above, at least thirty (30) days prior to the date fixed for such meeting and such notice shall be accompanied by a copy of the text of such proposed amendment.

3.5 Adjournment of Meetings. If any joint or separate meeting of Unit Owners cannot be held because a quorum is not present, a majority of Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time fixed for the original meeting.

3.6 Order of Business. The order of business at all regular meetings of Tower Unit Owners shall be as follows:

(a) Call to order.
(b) Roll call.
(c) Proof of notice of meeting.
(d) Reading of minutes of preceding meeting.
(e) Reports of officers.
(f) Reports of members of the Tower Board.
(g) Reports of committees.
(h) Election of inspectors of election (when so required).
(i) Election of members of the Tower Board.
(j) Unfinished business.
(k) New business.
(l) Adjournment.

3.7 Title to Tower Units. Title to Tower Units may be taken by any individual, corporation, partnership, limited liability company, association, trust, fiduciary or other entity, or any two or more of such owners as joint tenants, tenants in common or tenants by the entirety, as may be appropriate.

3.8 Voting.

3.8.1 Each Tower Unit Owner, or a person designated by such Tower Unit Owner to act as proxy on its behalf and who need not be a Unit Owner, shall be entitled to cast the votes appurtenant to such Tower Unit as set forth herein, in the Condominium By-Laws (to the extent applicable) and in the Declaration at all meetings of Tower Unit Owners and at all joint meetings of Unit Owners. The designation of any such proxy shall be made in a signed and dated writing to the Secretary of the Tower Section and shall be revocable at any time by written notice actually delivered to such Secretary by the Tower Unit Owner which had made the designation; provided, however, that no designation to act as a proxy shall be effective for a period in excess of six (6) months (except that the designation of a Permitted Mortgagee to act as the proxy of its mortgagor shall be effective until duly revoked).

3.8.2 A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity.

3.8.3 If two (2) or more persons or entities own a Tower Unit, they shall designate one (1) person or entity amongst them to vote the entire Common Interest appurtenant to their Unit in a writing given to the Secretary of the Tower Section, and the vote of such designee shall be binding upon such designors. Failing such a designation, all of such persons or entities shall mutually vote such Common Interest under one (1) ballot, without division, and the concurrence of such persons or entities shall be conclusively presumed if any one of them purports to vote such Common Interest without protest being made contemporaneously to the party presiding over the meeting at which such vote is taken. If protest is made, the Common Interest appurtenant to such Tower Unit shall be counted solely for the purpose of determining whether a quorum is present for such voting.

3.8.4 Neither the Tower Board nor its designee shall be entitled to vote the

interest appurtenant to any Tower Unit owned by the Tower Board or such designee, and the Common Interest of such Unit shall be excluded from the total Common Interests when computing the interests of Tower Unit Owners for quorum and voting purposes.

3.8.5 Except as otherwise set forth herein, in the Condominium By-Laws (to the extent applicable) or in the Declaration, at all meetings of Tower Unit Owners, each Tower Unit Owner (or its proxy) entitled to vote thereat (including, without limitation, Tower Sponsor or its designee or other owner of Unsold Tower Units) shall be entitled to cast one vote for each .0001% (rounded off to the nearest .0001%) of Common Interest attributable to its Tower Unit or Units (including, without limitation, for each Tower Board Member to be elected) in proportion to the Common Interest of all Tower Units.

3.8.6 Inspectors of Election. In advance of or at any meeting of Unit Owners, the Tower Board may appoint any person, other than nominees for election to the Tower Board or existing Board Members, as inspectors of election to act as such at the meeting or any adjournment. Any such appointments may be altered at the meeting. If inspectors of election are not so appointed, the President may, or on the request of not fewer than ten percent (10%) of the votes represented at the meeting, shall make such appointment at the meeting. In case any person appointed as an Inspector fails to appear or fails or refuses to act, the vacancy may be filled by appointment by the Tower Board in advance of the meeting or at the meeting by the President. Unless otherwise prescribed, the duties of such Inspectors shall include: verifying the number of common interests, the Units represented at the meeting, the existence of a quorum, and the authenticity, validity and number of proxies, receiving votes, ballots, hearing and determining all challenges and questions in any way arising in connection with the rights to vote; counting and tabulation of all votes or consents; determining the result; and such acts as may be proper to conduct the election or vote with fairness to all Unit Owners.

3.9 Majority of Tower Unit Owners. Except as may otherwise be provided by law, as used in these Tower By-Laws, the Condominium By-Laws (to the extent applicable) and the Declaration, the term "Majority of Tower Unit Owners" means those Tower Unit Owners having at least fifty percent (50%) of the total authorized votes of all Tower Unit Owners (determined in accordance with the provisions of Section 3.8), who are present in person or by proxy and voting at a duly constituted meeting at which a quorum is present or is not required.

3.10 Election of Board Members; Rights of Declarant.

3.10.1 All elections of Board Members shall be determined by plurality vote.

3.10.2 When voting for members of the Board, the voting shall be by ballot and each ballot shall state the name of the Unit Owner voting and the percentage of Common Interests owned by such Unit Owner, and in addition, the name of the proxy if such ballot is cast by a proxy. Each Unit Owner shall be entitled to cast the number of votes determined in accordance with subparagraph 3.8.2 for each member to be elected by the Unit Owners. Nothing contained in these By-Laws shall be deemed to permit cumulative voting. Ballots and proxies shall be kept confidential and, after the election is certified, sealed unless required to be unsealed by a court order.

3.10.3 Notwithstanding any other provision of this Section 3.10 or any other provision of these By-Laws to the contrary, commencing with the First Annual Tower Meeting, Sponsor shall have the right to vote all of the Common Interests attributable to Unsold Tower Units owned by it until Sponsor has closed title to all of the Unsold Tower Units owned by it (excluding Unsold Tower Units purchased by Sponsor or its designee). Sponsor or Sponsor's family or employees shall not hold a majority of seats on the Tower Board after the earlier to occur of five (5) years from the date of the First Closing or (ii) that date upon which the Sponsor and its designees own none of the Tower Units. Any vacancy created by removal of a Board Member designated by Sponsor, or by any other cause which results in a Board Member designated by Sponsor ceasing to be a member of the Board, shall be filled by a person designated by Sponsor. After the Initial Control Period, a majority of the Tower Board must be Tower Unit Owners who are not employees or family members of the Sponsor or its principals.

3.10.4 In the event that after notice of an annual meeting of Unit Owners is given to all Unit Owners in the manner prescribed by Section 3.4 of these By-Laws, the Unit Owners present in person or by proxy at such annual meeting constitute less than a quorum, and consequently new members of the Board to replace those whose terms expire as of such annual meeting cannot be elected, the remaining members of the Board shall fill any resulting vacancies at a special meeting of the Board held for that purpose promptly thereafter, even though the members of the Board present at such meeting may themselves constitute less than a quorum. Any person so elected by the Board shall be a member of the Board until the next annual meeting of Unit Owners, when a successor shall be elected for the remainder of the term.

3.11 Quorum. Except as otherwise provided in these Tower By-Laws, the presence in person or by proxy of Tower Unit Owners owning Tower Units to which appertain at least 50% of the aggregate Common Interests attributable to all Tower Units shall constitute a quorum at all meetings of Tower Unit Owners.

3.12 Majority Vote. Except where otherwise provided by Law, the Declaration or these Tower By-Laws, at all meetings solely of Tower Unit Owners, the affirmative vote of a Majority of Tower Unit Owners shall be binding upon all Tower Unit Owners for all purposes.

3.13 Representation on Condominium Board. Tower Unit Owners shall not be entitled to vote in their individual capacities as Unit Owners at any meeting of the Condominium Board. One (1) of the five (5) members of the Tower Board shall also serve as a member of the Condominium Board and shall be entitled to vote at any such meeting(s) in accordance with the terms of Article 2 and Section 3.8 hereto and the provisions of the Condominium By-Laws.

3.14 Confidentiality. Information disclosed to Board Members should be kept in confidence and not disclosed under any circumstance until a decision is made by the Board to make the information public. Once determined, decisions of the Board are to be presented in their final form, and any discussions leading up to such decisions are confidential. Board members should never disclose how other Board Members voted.

3.15 New Business. Any new business to be taken up at the annual meeting shall be stated in writing and filed with the Secretary of the Tower Section at least five (5) days before the

date of the annual meeting, and all business so stated, proposed, and filed shall be considered at the annual meeting; but no other proposal shall be acted upon at the annual meeting. Any Tower Unit Owner may make any other proposal at the annual meeting and the same may be discussed and considered, but unless stated in writing and filed with the secretary at least five (5) days before the meeting, such proposal shall be laid over for action at an adjourned, special, or annual meeting of the Unit Owners taking place thirty (30) days or more thereafter. This provision shall not prevent the consideration and approval or disapproval at the annual meeting of reports of officers, Board Members, and committees; but in connection with such reports, no new business shall be acted upon at such annual meeting unless stated and filed as herein provided.

3.16 Conflict Of Interest Policy.

3.16.1 Duties of Tower Board Members and Officers

(a) The Tower Board Members and Officers of the Condominium owe a duty of loyalty to the Condominium which requires that in serving the Condominium they act, not in their personal interests or in the interests of others, but rather solely in the interests of the Condominium. The foregoing shall not apply to Sponsor or Sponsor employees appointed to the Tower Board. Tower Board Members and Officers must have an undivided allegiance to the Condominium and may not use their position as Tower Board Members or Tower Officers, information they have about the Condominium or the Condominium's property, in a manner that allows them to secure a pecuniary or other material benefit for themselves or their relatives. Accordingly, no Tower Board Member or Tower Officer may use his or her position at the Condominium for personal gain or to benefit another at the expense of the Condominium, its mission, or its reputation.

(b) Every Tower Board Member and Tower Officer must discharge his or her duties in good faith, with the degree of care that an ordinarily prudent person in a like position would exercise under similar circumstances. No Tower Board Member or Tower Officer may take personal advantage of a business opportunity that is offered to the Condominium unless the Tower Board first determines not to pursue such opportunity.

(c) Each Tower Board Member or Tower Officer must protect the confidential information of the Condominium and must not use confidential information of the Condominium for his or her personal benefit, or use such confidential information or his or her position as a Tower Board Member or Tower Officer to the detriment of the Condominium. Confidential information is information obtained through the Tower Board Member's or Tower Officer's position that has not become public information.

3.16.2 Direct or Indirect Financial or Other Material Interest

(a) Contracts, transactions, or arrangements (a "Transaction") of the Condominium in which a Tower Board Member or Tower Officer has a direct or indirect financial or other material interest (an "Interest") shall not be prohibited, but they shall be subject to scrutiny. Any such proposed Transaction is to be reviewed to determine that it is in the best interests of the Condominium.

(b) For the purposes of this policy (the "Conflict of Interest Policy"), a Tower Board Member or Tower Officer an Interest in a proposed or existing contract, transaction or arrangement if he or she, or one of his or her relatives: (a) has interest directly in the proposed or existing contract, transaction or arrangement; or (b) holds a position as trustee, Tower Board Member, officer, member, partner, or employee in any such party.

(c) A Tower Board Member's or Tower Officer's Interest will be considered substantial if it involves: (a) an ownership or investment interest representing more than one percent (1%) of the outstanding shares of a publicly traded company or five percent (5%) of the outstanding shares or comparable interest of a privately owned company with which the Condominium has or is negotiating a Transaction or that is an involved Condominium with respect to the Transaction; or (b) an ownership or investment interest, which produces a income for or constitutes a part of the net worth of the Tower Board Member or Tower Officer, or a relative of the Tower Board Member or Tower Officer, in any entity with which the Condominium has or is negotiating a contract, transaction, or arrangement or that is an involved Condominium with respect to the Transaction; or (c) a compensation arrangement of any kind with any entity or individual with which the Condominium has or is negotiating a Transaction, or with any involved Condominium with respect to the contract, transaction, or arrangement.

3.16.3 Disclosure of Interest and Participation in Meeting

(a) Each Tower Board Member and each Tower Officer of the Condominium except those appointed by the Sponsor shall promptly disclose in writing to the President with a copy to each member of the Tower Board any Interest which he or she has or reasonably expects to have in any proposed or existing Transaction with the Condominium prior to the start of any negotiations with respect to such matter. Such disclosure shall include all material facts and supply any reasons why the Transaction might be or not be in the best interest of the Condominium. The President shall refer the issue to the full Tower Board or Tower Board committee (the "Committee") having decision-making authority over the substantive matter in question.

(b) The Tower Board Member or Tower Officer who discloses an Interest in a Transaction may make a presentation and respond to questions by the Tower Board, but after such presentation, he or she shall leave the meeting during the discussion of, and the vote on, the Transaction that results in the conflict of interest. As part of any such presentation, the Tower Board Member or Tower Officer shall provide to the Tower Board or Tower Committee any reasons why the Transaction might be or not be in the best interest of the Condominium. The Tower Board or Tower Committee shall determine whether the Tower Section can obtain a more advantageous Transaction with reasonable efforts from a person or entity that would not give rise to a conflict of interest. The Tower Board or Tower Committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed contract, transaction, or arrangement. If a more advantageous Transaction is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Tower Board or Tower Committee shall determine by majority vote of the disinterested members of the Tower Board or Tower Committee whether the Transaction is in the Condominium's best interest and whether it is fair and reasonable to the Condominium and shall make its decision as

to whether to enter into the Transaction in conformity with such determination.

(c) The existence of a quorum shall not be broken by the non-participation of a Tower Board Member or Tower Officer who has disclosed a direct or indirect financial or other material interest in any substantive matter.

(d) The names of the Tower Board Members and Tower Officers who disclosed or otherwise were found to have a direct or indirect Interest in a proposed or existing Transaction of the Condominium, the nature of the Interest, and the extent of the Tower Board Member's or Tower Officer's participation in the relevant Tower Board or Tower Committee meeting on matters related to the financial or other material interest shall be recorded in the minutes for that meeting. The minutes also shall include a record of any determination as to whether the Transaction was in the best interest of and fair and reasonable to the Condominium. The names of the persons who were present for discussions and votes relating to the proposed or existing Transaction, the content of the discussion, and a record of any votes taken in connection therewith.

(e) Co-Investment Interest. Each Tower Board Member and each Tower Officer of the Condominium also shall disclose whether he or she, or one of his or her relatives, has personal funds invested with an investment manager providing, or expected to provide, investment management services to the Condominium or in a professionally managed investment fund in which the Condominium is invested or is considering investing.

(f) Failure to Disclose. If the Tower Board or Tower Committee has reasonable cause to believe that a Tower Board Member or Tower Officer has failed to disclose a direct or indirect financial or other material Interest, it shall inform the Board Member or Officer of the basis for such belief and afford the Tower Board Member or Tower Officer an opportunity to explain the alleged failure to disclose.

(g) Managing Agent and Employees Covered by Policy. The Conflict of Interest Policy shall also apply to the Condominium's Managing Agent and employees of the Condominium.

(h) Business Corporation Law § 713. Every calendar year prior to December 31st, every Manager shall receive a copy of the then current version of BCL § 713.

(i) Annual Disclosure Statement. Promptly following the adoption of the Conflict of Interest Policy, and thereafter, on an annual basis, not later than the fifth (5th) day of January of the following year, each Tower Board Member and Tower Officer shall acknowledge his or her familiarity with the Conflict of Interest Policy, will confirm the receipt of BCL § 713 and shall disclose in writing to the Tower Board any existing financial or other material Interests subject to the Conflict of Interest Policy by completing a Conflict Of Interest Disclosure Statement. The Conflict of Interest Disclosure Statements shall be retained in the confidential files of the Tower Board.

ARTICLE 4

OFFICERS

4.1 Designation. (a) The principal officers of the Tower Section shall be a President, Vice President/Treasurer and Secretary, all of whom shall be elected by the Tower Board. The Tower Board may elect more than one Vice President, or an Assistant Treasurer or Assistant Secretary and such other officers as in its judgment may be desirable. Nothing herein shall preclude any officer of the Tower Section from also being an officer of the Condominium or any officer of the Condominium from also being an officer of the Tower Section, if otherwise qualified under the terms of these Tower By-Laws and the Condominium By-Laws, as applicable. Unless prohibited by Law, any two or more offices of the Tower Section may be held by the same person.

(b) None of the officers of the Tower Section need be Tower Unit Owners or have any interest therein or be members of the Tower Board; except that, from and after the first organizational meeting of the Tower Board after the First Annual Tower Meeting, the President of the Tower Section must be a member of the Tower Board.

4.2 Election of Officers. The officers of the Tower Section shall each be elected annually by the Tower Board at the organizational meeting(s) thereof and at any other meeting as may be required to fill a vacancy, and shall serve at the pleasure of the Tower Board; except that the initial officers of the Tower Section shall be elected by the First Tower Board and shall hold office at the pleasure of such First Tower Board and until their successors are elected.

4.3 Resignation and Removal of Officers. Any officer may resign at any time by written notice given in accordance with the terms of Section 5.1 of these Tower By-Laws to the Tower Board; such resignation shall take effect at the time specified and, unless specifically requested by the resigning officer, acceptance of such resignation shall not be necessary to make it effective. Except as otherwise required by these Tower By-Laws with respect to designation of the Tower Section upon the affirmative vote of a majority of the members of the Tower Board, present in person or by proxy at a regular meeting of the Tower Board, or at a special meeting of the Tower Board called for such purpose, at which a quorum is present or is not required pursuant to Sections 2.9 and 2.12.2 hereto, any officer may be removed, either with or without cause, and his or her successor shall be elected pursuant to 2.5 hereto.

4.4 President. The President of the Tower Section shall be the chief executive officer of the Tower Section and shall preside at all meetings of Tower Unit Owners and of the Tower Board. The President shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including, but not limited to, the power to appoint committees from among Tower Unit Owners from time to time as such President, in his or her discretion, may decide are appropriate to assist in the conduct of the affairs of the Tower Section, provided, however, that the President shall not have the authority to hire or fire the Tower Section's Managing Agent, Engineer, Attorney or Accountant, or spend more than $5,000 except to abate an emergency without the approval of the Board.

4.5 Vice President. The Vice President of the Tower Section shall take the place of the President under whom he or she serves and shall perform the duties of the President whenever the President shall be absent or unable to act. If both the President and the Vice President of the Tower Section are unable to act, the Tower Board shall appoint some other member of the Tower Board to act in the place of such President and Vice President on an interim basis. The Vice President shall also perform such other duties as, from time to time, shall be imposed by the Tower Board or by the President.

4.6 Secretary. The Secretary of the Tower Section shall keep the minutes of the meetings of the Tower Unit Owners and of the Tower Board. The Secretary shall have charge of such books and papers as the Tower Board shall direct and, in general, shall perform all of the duties incident to the office of secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

4.7 Treasurer. The Treasurer shall have the care and custody of the funds and securities of the Tower Section and shall be responsible for keeping full and accurate financial records and books of account thereof showing all receipts and disbursements necessary for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all funds and other securities in the name of the Tower Board (or in the name of the managing agent or manager appointed by the Tower Board) in such depositories as may from time to time be designated by such Tower Board and shall, in general, perform all of the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

4.8 Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Tower Section shall be executed by the President or Vice-President, acting alone, or by any other two officers thereof or by such other person or persons as may be designated by the Tower Board. In addition to the foregoing, the Tower Board may authorize the managing agent serving on its behalf to execute checks, provided that the expenditures, and the managing agent's paying for same, have been approved in advance by resolution of the Tower Board or have been authorized by two officers of the Tower Section (at least one of whom shall be a Tower Board member).

4.9 Compensation of Officers. Except as otherwise determined by the Tower Board, no officer shall receive any compensation for acting as such.

ARTICLE 5

NOTICES

5.1 Notices. Except as otherwise provided in these Tower By-Laws or the Condominium By-Laws, all requests, notices, reports, demands, approvals and other communications required or desired to be given shall be in writing and shall be delivered: (a) if to the Tower Board, in person or sent to the principal office of the Tower Board (or to such other address as the Tower Board may designate from time to time by notice in writing to all Unit Owners and to all Permitted Mortgagees having requested in writing notice of same); and a

duplicate shall be sent in like manner to the managing agent of the Tower Section, if any; (b) if to a Tower Unit Owner, in person or sent to the address of such Tower Unit Owner at the Building, or to such other address as may have been designated by such Tower Unit Owner from time to time in writing to the Tower Board; (c) if to Permitted Mortgagees, either delivered in person or sent by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service to their respective addresses, as may have been designated by such Permitted Mortgagees from time to time in writing to the Tower Board; and (d) if to any other Person, in the manner provided in Article 5 of the Condominium By-Laws. All notices delivered in person (to the extent permitted herein) shall be deemed to have been given when delivered in person. Unless other means of giving certain notices are specifically required or permitted pursuant to the Declaration, Condominium By-Laws and Tower By-Laws (including the Tower Rules and Regulations), all notices which are "sent" shall be sent either: (x) by registered or certified mail, return receipt requested, and shall be deemed to have been given three (3) days after deposit in a depository maintained by the U.S. Postal Service in a postage prepaid sealed wrapper; or (y) by nationally recognized overnight courier service and shall be deemed to have been given the first (1st) Business Day (for domestic delivery) and the third (3rd) Business Day (for international delivery), after deposit with an overnight courier service, provided that notices of change of address shall in all events be deemed to have been given when received.

5.2 Waiver of Service of Notice. Whenever any notice is required to be given by law, the Declaration or these Tower 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.

5.3 Record of Addresses. As set forth in the Condominium By-Laws, the Tower Board shall keep and maintain correct, current and complete records containing the names and addresses of all Tower Board members, Tower Units Owners and Mortgage Representatives. The foregoing records shall be in written form or in any other form capable of being converted into written form within one Business Day.

ARTICLE 6

OPERATION OF THE TOWER SECTION

6.1 Determination of Tower Common Expenses and Fixing of Tower Common Charges

6.1.1 (a) As described more fully in the Condominium By-Laws, the Condominium Board shall from time to time, but at least annually, prepare a budget setting forth the projection of General Common Expenses and will allocate to the Tower Section, in the manner described in the Condominium By-Laws, the portion of the General Common Charges necessary to meet the Tower Section's allocated share of General Common Expenses. The Tower Board will allocate and assess to each Tower Unit Owner, in such proportion as the Common Interest of each such Unit Owner's Tower Unit bears to the total aggregate Common Interests of all Tower Units, a portion of the General Common Charges allocated to the Tower Section, to be assessed against and paid by each Tower Unit Owner as part of the Tower

Common Charges payable by such Tower Unit Owner, as provided in subsection 6.1.2.

(b) Under the Condominium By-Laws, and to the extent permitted by Law, the Tower Common Charges collected by the Tower Board shall, in all instances, first be payable to the Condominium Board in payment of the Tower Section's allocated share of General Common Charges, failing the occurrence of which, the Condominium Board shall have the right, without limitation, to avail itself of the remedy of specific performance with respect to the Tower Board's obligations hereunder.

6.1.2 (a) Except as otherwise provided herein, all costs and expenses in connection with the Repair, Maintenance, care, upkeep and operation of, and any Alteration to, the Tower Common Elements and Tower Limited Common Elements and the business and affairs of the Tower Section (the "Tower Common Expenses") shall, consistent with the manner contemplated by any management or other agreements affecting the Tower Section, be determined by the Tower Board, and shall be borne solely by the Tower Unit Owners. Tower Common Expenses shall include, without limitation: (i) such amounts as the Tower Board may deem proper for the establishment of and/or changes to reserves, including, without limitation, a general operating reserve or a reserve or a fund for Working Capital or for replacements with respect to the Tower Common Elements; (ii) such amounts, determined by the Tower Board, as may be required for the purchase, lease or sublease by the Tower Board or its designee, on behalf of all Tower Unit Owners, of an apartment to be used as the residence of the superintendent or resident manager of the Tower Section, if any, or of any Tower Unit whose owner has elected to sell, lease, transfer or convey such Tower Unit or which is to be sold at a foreclosure or other similar sale; and (iii) all such other items as are provided for in the Declaration, the Condominium By-Laws or these Tower By-Laws to be Tower Common Expenses, including but not limited to the Shared Amenity Fee. The Tower Board shall from time to time, but at least annually, prepare a budget setting forth the projection of Tower Common Expenses and shall allocate and assess to the Tower Unit Owners pro rata, in accordance with their respective Common Interests (except as otherwise provided in the Declaration, the Condominium By-Laws or these Tower By-Laws), charges to meet the Tower Common Expenses (which shall include each Tower Unit Owner's share of General Common Charges (such charges together with all such other amounts denominated or payable as Tower Common Charges in or under the Declaration, the Condominium By-Laws or these Tower By-Laws being, collectively, the "Tower Common Charges")). In addition to basing certain elements of Tower Common Charges on proportionate Common Interests, the Tower Board may also assess the same in accordance with submetering, contract allocations, or usage (both projected and actual) so long as such allocations are reasonable, as determined by the Tower Board. The Tower Board shall advise all Tower Unit Owners promptly in writing of the amount of Tower Common Charges payable by each of them and shall furnish copies of each annual budget on which such Tower Common Charges are based to all Tower Unit Owners and, upon written request therefor, to Permitted Mortgagees thereof.

(b) Notwithstanding anything to the contrary contained in this subsection 6.1.2, the costs of Repair, Maintenance, care, upkeep and operation of, and any Alteration to, the Tower Limited Common Elements described in subsection 6.6.2(c) shall be paid for in the manner described therein.

6.1.3 The Tower Board may, at its sole discretion, from time to time increase or decrease the amount of Tower Common Charges, and may modify its prior determination of the Tower Common Expenses for any fiscal year so as to increase or decrease the amount of Tower Common Charges payable for such fiscal year or portion thereof; however, no such revised determination shall have a retroactive effect on the amount of Tower Common Charges payable by Tower Unit Owners for any period prior to the date of such new determination. However, a prior period's deficit may be included in Tower Common Charges for a subsequent period or levied from a special assessment levied against all Tower Unit Owners in accordance with subsection 6.1.5.

6.1.4 The failure or delay of the Tower Board to prepare or adopt a budget or to otherwise determine the Tower Common Expenses for any fiscal year or portion thereof shall not be deemed a waiver or modification in any respect of the covenants and provisions hereof or a release of any Tower Unit Owner from the obligation to pay Tower Common Charges. In the event of such failure by the Tower Board, the Tower Common Charges that were computed on the basis of the Tower Common Expenses last determined for any fiscal year or portion thereof, together with the Tower Section's then current allocated share of General Common Charges (determined in accordance with the terms of the Condominium By-Laws), shall continue thereafter to be the Tower Common Charges payable by the Tower Unit Owners until a new determination of the Tower Common Charges is made.

6.1.5 In addition to the foregoing duty to determine the amount of and to assess Tower Common Charges, the Tower Board shall have the right to levy Special Assessments to meet the Tower Common Expenses (or a prior period's deficit, in accordance with subsection 6.1.3), including, without limitation, the Tower Section's allocated share of General Common Charges or any special assessment levied by the Condominium Board. The Tower Board shall have all rights and remedies for the collection of Special Assessments as are provided herein for the collection of Tower Common Charges (including, without limitation, perfecting a lien against the defaulting Tower Unit).

6.1.6 The excess of all rents, profits and revenues derived from the rental or use of any space or facility forming part of or included in any Tower Common Element shall be collected by the Tower Board, as agent for and on behalf of the Tower Unit Owners, and shall constitute income of the Tower Unit Owners, to be applied against Tower Common Expenses next arising. Notwithstanding any provision contained in these Tower By-Laws to the contrary, in no event shall any rent, profit or revenue derived from the rental, licensing or use of any space in the Tower Section be deemed to be derived from the rental, licensing or use of any floor slabs, ceilings or walls delineating or enclosing such space or the incidental use of any portion of any Tower Common Elements appurtenant to such space. In addition, none of the Tower Unit Owners, nor the Tower Board will have any interest in the rents, profits or revenues from the rental or use of any space in the Base Section.

6.1.7 Sponsor shall have the right, in its sole and absolute discretion, to cause the Tower Board to waive the collection of the Common Charges for a period of time prior to full occupancy of the Building (the "Waiver Period"); provided, however, that Sponsor shall be solely responsible for payment of all remaining expenses to operate the Tower Section during the

Waiver Period (the "Waiver Period Operating Expenses"), including but not limited to insurance premiums and any reserve fund payments. In connection with the Waiver Period, (i) Sponsor will disclose the implementation of such Waiver Period in the amendment to the Plan disclosing the occurrence of the First Closing; (ii) Sponsor shall provide notice to Unit Owners, disclosing the expiration of the Waiver Period at least thirty (30) days prior to such expiration, and shall subsequently disclose the expiration of the Waiver Period in an amendment to the Plan; (iii) that during any such Waiver Period, Sponsor will timely pay all Waiver Period Operating Costs of the Condominium, including but not limited to insurance premiums and any reserve fund payments required by lenders to the extent otherwise included in Schedule B – "Projected Budget for First Year of Condominium Operation"; (iv) upon the commencement of the collection of Common Charges, there will not be an assessment for any item set forth in the approved budget for the Condominium; and (v) Sponsor shall remain obligated to update the budget for the Condominium, as provided in the Condominium Documents.

6.1.8 All Waiver Period Operating Expenses paid by Sponsor during the Waiver Period are based on the actual cost of operating the Building and not on estimates set forth in Schedule B – "Projected Budget for First Year of Operation of the Units". Purchasers should note that Schedule B – "Projected Budget for First Year of Operation of the Units" will not be in effect until the expiration of the Waiver Period. In all instances the Unit Owners will remain responsible for the payment of their allocable share of real estate taxes. Sponsor, in its sole and absolute discretion, may upon thirty (30) days prior written notice to Unit Owners terminate the Waiver Period.

6.1.9 Notwithstanding anything to the contrary herein, no part of the net earnings of the Condominium may inure (other than by acquiring, constructing, or providing management, maintenance, and care of association property, and other than by a rebate of excess membership dues, fees, or assessments) to the benefit of any Unit Owner or individual.

6.1.10 The failure or delay of the Tower Board to prepare or adopt a budget or to determine the Tower Common Expenses for any fiscal year or portion thereof shall not be deemed a waiver or modification in any respect of the covenants and provisions hereof or a release of any Tower Unit Owner from the obligation to pay Tower Common Charges. In the event of such failure by the Board, the Tower Common Charges thereafter allocable to the Tower Units until a new determination of Tower Common Charges is made shall be computed as set forth in the By-Laws. In such event, the Tower Common Charges that were computed on the basis of the Tower Common Expenses last determined for any fiscal year or portion thereof shall continue thereafter to be the Tower Common Charges payable by the Tower Unit Owners until a new determination of the Tower Common Expenses can be made.

6.1.11 In the event that the annual receipts levied against Tower Unit Owners during the first year of Condominium operation commencing on the date of First Closing exceed the actual expenses less income from sources other than Tower Unit Owners for that period accounted for on an accrual basis by an amount in excess of $100,000, the receipts from Tower Unit Owners over and above such amount may be rebated to the Tower Unit Owners by the Condominium Board and Tower Board in proportion to each Unit's percentage of Common Interest. Rebates, if any, attributable to Units purchased from Sponsor during the first year of

condominium operation will be distributed by the Condominium Board and Tower Board to Sponsor and the Tower Unit Owner(s) in proportion to the amount of time Sponsor and each Tower Unit Owner owned such Unit. Sponsor makes no representations that there will be any excess receipts for rebate to Tower Unit Owners or, if rebates are made, what the tax consequences of such rebates would be to Tower Unit Owners. See the Attorney's Tax Opinion in Part I of the Plan for further discussion regarding the income tax consequences of the ownership of Tower Units by individual Tower Unit Owners.

6.1.12 Until payment of the debt under the mortgage securing Sponsor's Construction Loan (the "Construction Mortgage") is made in full or until such mortgage is assigned by the Construction Lender to Sponsor's designee, whichever occurs first, the Tower Board must comply with the obligations the Construction Mortgage (which provisions set forth the Tower Board's obligations with respect to the maintenance of insurance during such period). For so long as Sponsor's Construction Loan is outstanding, Sponsor's Construction Lender shall have the right to serve as Insurance Trustee.

6.2 Payment of Tower Common Charges.

6.2.1 All Tower Unit Owners shall be obligated to pay to the Tower Board the Tower Common Charges assessed by the Tower Board pursuant to the provision of Section 6.1, at such time or times as the Tower Board determines. Unless otherwise determined by the Tower Board, Tower Common Charges shall be payable monthly, in advance, on the first day of each month.

6.2.2 No Tower Unit Owner shall be liable for the payment of any part of the Tower Common Charges assessed against such Tower Unit Owner's Unit subsequent to a permissible sale, transfer or other conveyance by it (made in accordance with these Tower By-Laws) of such Unit, together with its appurtenant Common Interest except as expressly provided herein. Any Tower Unit Owner may, subject to the terms and conditions of these Tower By-Laws, convey its Unit, together with its appurtenant Common Interest, without consideration, to the Tower Board or its designee, on behalf of all Tower Unit Owners, and in such event (except as hereinafter set forth) be exempt from Tower Common Charges thereafter accruing, provided that such Tower Unit is free and clear of liens and encumbrances other than the statutory lien for unpaid Tower Common Charges (provided that no amounts are owing under any such lien). However, in no event may a Tower Unit Owner exempt itself from liability for Tower Common Charges by waiving use of any of the Common Elements or by abandonment of its Tower Unit. A purchaser of a Tower Unit shall be liable for the payment of Tower Common Charges accrued and unpaid against such Unit prior to its acquisition thereof, except that, to the extent permitted by Law, (a) a Permitted Mortgagee acquiring title to a Tower Unit at a foreclosure sale, (b) a purchaser at a foreclosure sale, and (c) Sponsor, following the acquisition by a Mezzanine Lender of the equity interests in the Sponsor pursuant to a Mezzanine Pledge, or a purchaser of such equity interests, shall not be liable for, and such Tower Unit shall not be subject to, a lien for the payment of Tower Common Charges assessed prior to the acquisition of title to such Unit by such Permitted Mortgagee or purchaser, or the acquisition of such equity interests in the Sponsor by Mezzanine Lender or a purchaser. (The foregoing sentence is subject to the provisions of the last sentence of this subsection 6.2.2.) The Tower Board will have the right to

assess such unpaid balance as a Tower Common Charge among all Tower Unit Owners, and such Permitted Mortgagee or purchaser at a foreclosure sale shall be liable for payment of all Tower Common Charges after the acquisition of title to such Unit. In the event of a foreclosure of a Tower Unit by a Permitted Mortgagee (whether by sale, deed in lieu of foreclosure or otherwise) or by the Tower Board of its lien on any Tower Unit for unpaid Tower Common Charges, if the net proceeds of the foreclosure sale actually received (after deduction of all legal fees, advertising costs, brokerage commissions and other costs and expenses incurred by such Permitted Mortgagee in connection therewith) are insufficient to satisfy the defaulting Tower Unit Owner's obligations, such Tower Unit Owner shall remain liable for the deficit of all unpaid Tower Common Charges, as provided in these Tower By-Laws.

6.2.3 (a) Prior to any permissible sale, transfer or other conveyance of a Tower Unit, any seller or purchaser of a Tower Unit shall be entitled, upon request for same, to a statement from the Tower Board, dated as of the date of the closing of title in connection with any such sale, transfer or other conveyance, setting forth the amount of unpaid Tower Common Charges accrued against the Unit.

(b) The Tower Board shall promptly provide any Tower Unit Owner who so requests with a written statement of all unpaid Tower Common Charges due to it from such Tower Unit Owner, and neither such seller nor purchaser shall be liable for, nor shall the Tower Unit be conveyed subject to a lien for, any unpaid Common Charges against such Tower Unit accrued prior to such conveyance in excess of the amount set forth in such statement.

6.2.4 Notwithstanding the provisions of subsection 6.2.1, any Tower Unit Owner that is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity) shall deposit with the Tower Board an amount equal to two (2) times the then current annual Tower Common Charges for such Unit, subject to increase from time to time as such Common Charges increase, together with the full amount of any special assessment levied against, or allocable to, such Unit, as security for the faithful observance by such Tower Unit Owner of the terms, provisions and conditions of these Tower By-Laws. In the event that such Tower Unit Owner defaults in respect of the terms, provisions and conditions of these Tower By-Laws, the Tower Board may use, apply or retain the whole or any part of the security so deposited, to the extent required for the payment of any Tower Common Charges or any other sum as to which such Tower Unit Owner is in default. If the Tower Board applies or retains any part of said security, the Tower Unit Owner in question, within ten (10) days after notice from the Tower Board, shall deposit with the Tower Board the amount so applied or retained so that such Tower Board has the full amount of said security on hand at all times.

6.3 Default in Payment of Tower Common Charges; Lien for Unpaid Tower Common Charges; Other Remedies.

6.3.1 The Tower Board shall take prompt action to collect any Tower Common Charges which remain unpaid for more than thirty (30) days after the due date for payment thereof, including, without limitation, the institution of such actions and the recovery of interest

and expenses as provided in this Article 6. As further set forth in the Condominium By-Laws, in the event the Tower Section's bill for General Common Charges remains unpaid for more than forty-five (45) days, after notice and opportunity to cure, then the Condominium Board will have, among other remedies, the right to directly pursue the individual Tower Unit Owners (to the extent of their share of the General Common Charges). In addition to its other remedies set forth herein, the Tower Board shall have the power to suspend the rights of an individual Tower Unit Owner or occupants of such Tower Unit Owner's Unit to use the Shared Amenities after failure by such Tower Unit Owner to pay the Tower Common Charges attributable to its Tower Unit.

6.3.2 Except to the extent prohibited by Law, the Tower Board, on behalf of all Tower Unit Owners, shall have a lien for Tower Common Charges unpaid by any Tower Unit Owner, together with interest thereon, on all Tower Units owned by such Tower Unit Owner. Such lien for Tower Common Charges shall be subordinate only to liens for real estate taxes and to prior recorded Permitted Mortgages on such Tower Units, which are first mortgages of record.

6.3.3 In the event any Tower Unit Owner fails to make payment of Tower Common Charges when due, such Unit Owner shall be obligated to pay: (a) a "late charge" of $0.05 for each dollar of such amounts which remain unpaid for more than ten (10) days from their due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid); and (b) interest at the Default Rate on such unpaid amounts (exclusive of any "late charges" theretofore collected on such amounts) computed from the due date thereof, together with all expenses, including, without limitation, attorneys' fees and expenses paid or incurred by the Tower Board or by any managing agent in any proceeding brought to collect such unpaid Tower Common Charges or in an action to foreclose the lien on such Unit arising from said unpaid Tower Common Charges, whether as provided in Section 339-z of the New York Condominium Act, in the manner provided in Section 339-aa thereof, or in any other manner permitted by law. In addition, if the Tower Board shall bring an action to foreclose such lien because of unpaid Tower Common Charges, the defaulting Tower Unit Owner shall be required to pay a reasonable fee for the use and occupancy of its Unit and the plaintiff in such foreclosure action shall be entitled to the appointment, without notice, of a receiver to collect the same. All such "late charges," interest, expenses and fees shall be added to and shall constitute Tower Common Charges payable by such Tower Unit Owner; and the lien for unpaid Tower Common Charges shall also secure the payment of such additional sums. A suit to recover a money judgment for unpaid Tower Common Charges shall be maintainable without foreclosing or waiving the lien securing such charges.

6.3.4 In any action brought by the Tower Board to foreclose a lien on a Tower Unit because of unpaid Tower Common Charges, the Tower Board, acting on behalf of all Tower Unit Owners, shall have the power (but shall not be obligated) to purchase any such Tower Unit at the foreclosure sale thereof and to acquire, hold, lease, mortgage, convey or otherwise deal with such Unit (but not to vote the Common Interests appurtenant thereto). In the event the net proceeds received on a foreclosure sale (after deduction of all legal fees, advertising costs, brokerage commissions and other costs and expenses incurred in connection therewith) are insufficient to satisfy the defaulting Tower Unit Owner's obligations, such Tower Unit Owner shall remain liable for the deficit, as provided in these Tower By-Laws.

6.3.5 (a) For the purposes of this subsection 6.3.5, "non-occupying owner" shall mean a Tower Unit Owner who or which does not occupy its Tower Unit.

(b) If a non-occupying owner rents any Tower Unit to a rental tenant and then fails to make payments due for Tower Common Charges or any other amounts payable by such Tower Unit Owner to the Tower Board, including, without limitation, assessments and/or late fees (all of the foregoing, collectively, "Payments") for such Tower Unit within sixty (60) days of the expiration of any grace period after the same are due, upon notice in accordance with subdivision (c) of this subsection, all rental payments from the tenant shall be directly payable to the Tower Board.

(c) If the Payments for any Tower Unit have not been paid in full, within sixty days after the expiration of any grace period of the earliest due date, the Tower Board shall provide written notice to the tenant and the non-occupying owner providing that, commencing immediately and until such time as all Payments are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the Tower Board at the address listed on the notice. Where a majority of the Tower Board has been elected by and from among the Tower Unit Owners who are in occupancy, the Tower Board may elect not to require that rental payments be made payable to the Tower Board. At such time as Payments from the non-occupying owner are once again current, notice of such fact shall be given within three business days to the rental tenant and non-occupying owner. Thereafter all rental payments shall be made payable to the non-occupying owner or a designated agent. A non-occupying owner who disputes the Tower Board's claim to rental payments pursuant to this subsection shall be entitled to present facts supporting such Tower Unit Owner's position at the next scheduled meeting of the Tower Board, which must be held within thirty days of the date that such Tower Board receives notice that such owner seeks to dispute such claim.

(d) Nothing in this subsection shall limit any rights of any Tower Unit Owner or the Tower Board existing under any other Law or agreement.

(e) Payment by a rental tenant to the Tower Board made in connection with this subsection shall relieve that rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for such rent.

6.3.6 During such time as the Tower Board has a lien on a unit, the Tower Unit Owner and the Tower Unit Owner's guests and tenants shall not be permitted to utilize any of the Condominium's amenities or services, including but not limited to making deliveries to a Unit Owner's Unit.

6.3.7 All assessments, fees, late charges, interest and expenses owed by a Tower Unit Owner to the Condominium shall be added to and shall constitute Common Charges payable by such Unit Owner. Notwithstanding the foregoing, the Tower Board may establish its own alternate fees for late payments, whether such fees are more or less than the charges set forth herein.

6.3.8 In any action brought by the Board to foreclose a lien on a Tower Unit because of unpaid Common Charges, the Tower Unit Owner shall be required to pay a reasonable rental for the use and occupancy of the Tower Unit Owner's Unit and the plaintiff in such foreclosure action shall be entitled to the appointment, without notice, of a receiver to collect the same. A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing or waiving the lien securing such charges.

6.4 Insurance.

6.4.1 The Condominium By-Laws describe those types of insurance which the Condominium Board, the Tower Board, the Base Unit Owner, and, if applicable, the Base Board, are required to obtain and maintain. Neither the Condominium Board nor the Tower Board is required to obtain or maintain any insurance with respect to any personal property (including improvements, betterments, equipment, furniture, furnishings and the like) contained in or constituting part of a Tower Unit or any liability with respect to occurrences within or about a Tower Unit or the Limited Common Elements, if any, appurtenant thereto. Consequently, all Tower Unit Owners are required to obtain and maintain comprehensive general public liability insurance against claims for personal injury, death or property damage occurring in, on or about such Tower Unit Owner's Unit or the Limited Common Elements, if any, exclusive to his or her Tower Unit, affording protection of at least $1,000,000 per occurrence plus at least $3,000,000 umbrella liability coverage which shall be issued by an insurance company qualified to do business in the State of New York and approved by the Board, acting reasonably; and the Condominium Board, Tower Board, the managing agents of the Condominium and the Tower Section and Tower Sponsor shall be named as additional insureds on such insurance policies. Subject to the requirements hereinafter and in subsection 6.4.2 set forth, Tower Unit Owners shall not be prohibited from carrying other insurance for their own benefit, and the Tower Board shall not be prohibited from requesting or seeking to cause the Condominium Board to carry other insurance, or from carrying insurance itself, for the benefit of the Tower Section or Tower Unit Owners. To the extent any party is insured, or is required hereunder to be insured, for loss or damage to property, each party will look to its own insurance policies for recovery.

6.4.2 All policies obtained by any Tower Unit Owner, or by the Tower Board on behalf of the Tower Section or the Tower Unit Owners, shall provide that the liability of the carriers issuing insurance obtained by the Condominium Board shall not be affected or diminished by reason of any additional insurance carried by the Tower Board or any other Unit Owner and shall contain a waiver of the insurer's right of subrogation against the Condominium Board, the Tower Board and any Unit Owner.

6.4.3 If the use of any Tower Unit causes an increase in the premium for the insurance which the Condominium Board or Tower Board is required to obtain and maintain as set forth herein or otherwise, then the owner of such Tower Unit shall be obligated to pay to the Tower Board (which, to the extent appropriate, shall in turn pay any necessary sums to the Condominium Board), as additional Tower Common Charges, a sum equal to the amount of such increase attributable to such use.

6.4.4 All insurance policies carried by or on behalf of the Tower Board shall

provide that adjustment of loss shall be made exclusively by the Tower Board if the loss involves only the Tower Section; in all other instances, the provisions of the Condominium By-Laws shall control as to adjustment of loss. The Condominium By-laws shall also control as to those instances in which proceeds shall be payable to an Insurance Trustee.

6.4.5 If any insurance policy maintained by the Condominium Board contains a deductible, then that portion of any loss or claim which is not covered by insurance due to the application of a deductible, as well as any claim or loss for which the Condominium is self-insured, may be assessed by the Condominium Board against the individual responsible for the loss.

6.5 Repair or Reconstruction after Fire or Other Casualty.

6.5.1 (a) If any portion of the Property other than solely the Tower Section is damaged or destroyed by fire or other casualty, or if any portion of the Tower Section is damaged or destroyed together with any other portion of the Property, the provisions of the Condominium By-Laws shall control as to control over repair and restoration. In the event that solely the Tower Section (i.e., the Tower Units and/or Tower Common Elements) or any part thereof is damaged or destroyed by fire or other casualty (unless, in accordance with the Condominium By-Laws or these Tower By-Laws, the Building is not to be repaired), the Tower Board will arrange for the prompt repair and restoration of the Tower Section (including each Tower Unit, but excluding improvements, betterments, equipment, furniture, furnishings or other personal property in any such Unit) and the Tower Board, or Insurance Trustee, as provided in the Condominium By-Laws or herein, shall disburse the proceeds of all applicable insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

(b) If only the Tower Section is damaged or destroyed by fire or other casualty and the insurance proceeds are less than sufficient to cover, or exceed, the cost of repairs and restoration, the deficit or surplus, as the case may be, will be borne as a Tower Common Expense or profit, respectively, and shared by all Tower Unit Owners in proportion to their respective Common Interests. Any surplus allocable to any Tower Unit pursuant to this subsection 6.5.1 shall first be lessened by such amounts as may be required to discharge unpaid liens (other than mortgages which are not Permitted Mortgages) on any such Unit in the order of priority of such liens, and the remaining surplus, if any, shall then be paid to the owner of such Unit. If any portion of the Property other than solely the Tower Section is damaged or destroyed by fire or other casualty, or if any portion of the Tower Section is damaged or destroyed together with any other portion of the Property, the provisions of the Condominium By-Laws shall control as to any deficit or surplus in insurance proceeds.

6.6 Maintenance and Repairs.

6.6.1 Except as otherwise provided in the Declaration, the Condominium By-Laws or these Tower By-Laws, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary, and all maintenance, repairs and replacements of all plumbing, heating and lighting fixtures, heating and air-conditioning units

and appliances: (i) in or to any Tower Unit (excluding General Common Elements and Tower Common Elements therein, except as otherwise provided in the Declaration or these Tower By-Laws) and the interior side of entrance doors thereto, shall be made by the owner of such Tower Unit at its sole cost and expense; provided that, except in the case of work to be done in Unsold Tower Units, the Tower Unit Owner of a Tower Unit utilizes only such contractors, workers or suppliers as are on the then approved list of the then managing agent of the Tower Section, which list may change from time to time in the sole discretion of such managing agent or the Tower Board and, to the extent applicable, complies with the provisions of Section 6.7 hereof; and (ii) in or to the Tower Common Elements shall be made by the Tower Board and the cost and expense thereof shall be shared by all Tower Unit Owners as a Tower Common Expense, in proportion to their respective Common Interests.

6.6.2 Notwithstanding the provisions of subsection 6.6.1:

(a) In the event that any painting, decorating, maintenance, repairs or replacements to the Property or any part thereof (including, without limitation, any Tower Unit) is necessitated by or attributable to the negligence, misuse, neglect or abuse of: (i) any one or more Tower Unit Owner(s) or its or their tenants, agents, invitees, licensees or guests, the entire cost thereof shall be borne entirely by such Tower Unit Owner(s); or (ii) the Tower Board or its tenants, agents, invitees, licensees or guests, the entire cost thereof shall be charged to all Tower Unit Owners as a Tower Common Expense, except to the extent in any case that such cost is covered by the proceeds of any insurance maintained pursuant to the provisions hereof.

(b) The interior and exterior glass surfaces of all windows located in any Tower Unit shall not be altered, colored or painted. The washing and cleaning of interior glass surfaces of windows in the Tower Units shall be the responsibility of the respective Tower Unit Owners. All window interiors shall be cleaned by a professional window cleaner at least once per calendar year. The Tower Board may from time to time enforce the responsibility of Tower Unit Owners to wash and clean the interior surfaces of windows located in their respective Units, or require that each Tower Unit Owner engage a professional cleaner selected by the Tower Board to clean the window interiors at the expense of the Tower Unit Owner, or directly engage a professional cleaning service to clean the interior windows with access to be provided by the Tower Unit Owners at reasonable days and times. The washing and cleaning of the exterior surfaces of the Tower Section, shall be the responsibility of the Condominium Board as set forth in the Condominium By-Laws.

(c) All normal maintenance and repairs of any Common Element appurtenant to a particular Tower Unit (*e.g.*, terraces) shall be made by the Tower Unit Owner having access thereto, at its own cost and expense; any structural or extraordinary repairs or replacements thereto (including leaks) shall be made by or for the Tower Board and the cost and expense thereof shall be charged to all Tower Unit Owners as a Tower Common Expense, unless due to the negligence, misuse, neglect or abuse of such Tower Unit Owner or its tenant, agent, invitee, licensee or guest, in which event such Tower Unit Owner shall bear the entire cost thereof, and the same shall, for all purposes hereunder, constitute part of the Tower Common Charges payable by such Tower Unit Owner. For avoidance of doubt, unless damage is caused by the owner of the Tower Unit to which the Terrace is appurtenant, the slab beneath the Terrace

shall be the responsibility of the Tower Board and the surface of the Terrace above the slab shall be the Tower Unit Owner's responsibility.

(d) No Tower Unit Owner may install, inscribe or expose any signage on or at any window or any other part of the Common Elements.

(e) The Condominium By-Laws provide that while any repair or replacement of exterior glass windows in the Building, because of breakage or otherwise, shall generally be made by the Condominium Board and shall be charged to the General Common Charge Obligors as a General Common Expense, the cost to repair or replace any cranks or other similar built-in mechanisms relating to the opening or closing of such windows appurtenant to any operable windows within the Tower Section shall be charged to the Tower Board. Accordingly in the event such cranks or other similar built-in mechanisms in need of repair or replacement are located within a particular Tower Unit, the Tower Board shall have the right to charge the applicable Tower Unit Owner for the cost of repair or replacement thereof, which cost such Tower Unit Owner shall pay to the Tower Board promptly upon request for the same, and the Tower Board shall have the same remedies for non-payment of such amounts as for non-payment of Tower Common Charges.

6.6.3 Without limiting the maintenance obligations set forth in the Condominium By-Laws, each Tower Unit and the Tower Common Elements shall be kept in a clean and sanitary condition, and in good working order (and with respect to any roof or other part of the Property exposed to the elements, free of snow, ice and accumulation of water) by the Tower Unit Owner or the Tower Board, whichever is responsible for the maintenance thereof under the Declaration, these Tower By-Laws or the Condominium By-Laws; and such Tower Unit Owner or the Tower Board shall promptly make or perform, or cause to be made or performed, all maintenance work, repairs and replacements necessary in connection therewith. In addition, the public areas of the Tower Section and those areas which are exposed to public view shall be kept in a neat appearance and first-class condition in accordance with the standards of similar luxury condominium buildings in Williamsburg, Brooklyn, by: (a) the Tower Board, with respect to such parts of the Building it is required to maintain under the Declaration, these Tower By-Laws or the Condominium By-Laws; and (b) each Tower Unit Owner, with respect to the windows and shades, Venetian or other blinds, drapes, curtains or other window decorations in or appurtenant to its Tower Unit, as well as those other areas of such Unit and its appurtenant Tower Limited Common Elements which are exposed to public view.

6.6.4 In the event that any Tower Unit Owner, within a reasonable time after receipt of written notice from the Tower Board, fails or neglects in any way to perform any of its obligations with respect to maintenance, repair or replacement in or to its Tower Unit as provided in this Article 6 or of any Common Element for which such Tower Unit Owner is responsible under the Declaration, the Condominium By-Laws or these Tower By-Laws, the Tower Board may perform or cause to be performed such maintenance, repair or replacement, unless such Tower Unit Owner, within ten (10) days after receiving notice of such default by the Tower Board (except in the event of an "emergency," i.e., a condition requiring repair or replacement immediately necessary for the preservation or safety of the Building or for the safety of occupants of the Building or other persons, or required to avoid the suspension of any

necessary services in the Building, in which case no notice is required), cures such default, or in the case of a default not reasonably susceptible to cure within such period, promptly commences (within such ten (10)-day period) and thereafter prosecutes to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses incurred in connection with the making of any such maintenance, repair or replacement in or to such Tower Unit Owner's Unit or to any such Common Element for which such Tower Unit Owner is responsible as aforesaid, together with interest thereon at the rate of 1.5% per month (but in no event in excess of the maximum rate permitted by Law), shall be immediately payable by such Tower Unit Owner to the Tower Board and shall, for all purposes hereunder, constitute part of the Tower Common Charges payable by such Tower Unit Owner.

6.7 Alterations of Tower Units.

6.7.1 In addition to the provisions of Article 8 of the Condominium-By-Laws, and except as otherwise provided in the Declaration, the Condominium By-Laws or these Tower By-Laws:

(a) (i) No Tower Unit Owner (other than Tower Sponsor or its designee or other owner of Unsold Tower Units) shall make any Alteration or Repair in or to its Tower Unit which affects (1) the structure or systems of the Building or any General Common Element (including, without limitation, the mechanical, electrical, plumbing, heating, ventilating and/or air conditioning systems); or (2) the exterior appearance of the Building; or (3) which would increase insurance premiums or maintenance costs for any other Unit or the Common Elements, without obtaining the prior written consent of the Tower Board thereto. Prior to, and as a condition of, the granting of its consent to the making of any such Alteration or Repair in or to a Tower Unit, the Tower Board, at its option, may require the Tower Unit Owner to execute an agreement, in form and substance satisfactory to the Tower Board, setting forth the terms and conditions under which such Alteration or Repair may be made.

(ii) Notwithstanding anything otherwise herein contained to the contrary (whether in clause (i) above or otherwise), no Tower Unit Owner shall make, and the Tower Board shall not have the authority to consent to, any Alteration or Repair which would affect the structure or systems of the Building without the Tower Board's obtaining the prior written consent thereto of the Condominium Board to the extent required under the terms of the Condominium By-Laws. In such event, the Tower Unit Owner seeking to perform such work requiring such consent(s) shall be liable for all costs and expenses incurred by the Tower Board in obtaining such consent(s).

(b) All Repairs which would affect the items listed in "(1)-(3)" above and all Alterations to any Tower Unit shall be made in accordance with plans and specifications, which plans and specifications shall be: (1) subject to review and approval by the Tower Board, in the case of Alterations to which the consent of the Tower Board is otherwise required under subsection 6.7.1(a); (2) subject to review and approval by the Condominium Board, in the case of Alterations to which the consent of the Condominium Board is otherwise required under Article 8 of the Condominium By-Laws; and/or (3) subject to the approval of the Base Unit Owner(s) in the case of Alterations to which the consent of the Base Unit Owner is otherwise

required under Article 8 of the Condominium By-Laws. Prior to, and as a condition of, the granting of its consent to the making of any such Repair or Alteration, the Tower Board, the Condominium Board or the Base Unit Owner, as the case may be, may require the Tower Unit Owner to execute an agreement, in form and substance satisfactory to the consenting party, setting forth the terms and conditions under which such Repair or Alteration may be made.

6.7.2 All Alterations (whether to a Unit or to any Common Element) by a Tower Unit Owner shall be performed:

(a) at the Tower Unit Owner's sole cost and expense (including, without limitation, the reasonable costs of the Tower Board, the Condominium Board or the Base Unit Owner, as the case may be, incurred in reviewing and approving such Tower Unit Owner's submission for approval (if such approval is required) and in monitoring such Tower Unit Owner's compliance with the provisions of this Section 6.7);

(b) only after obtaining such insurance, naming the Condominium Board and the Tower Board, and the managing agent(s) thereof, and, if affected, the Base Unit Owner, as additional insureds, as such Boards or such managing agent(s) or such Base Unit Owner(s) may reasonably require;

(c) in compliance with the Declaration, these Tower By-Laws, the Condominium By-Laws, the General Rules and Regulations, the Tower Rules and Regulations, and all Laws (including, without limitation, those regarding licensing of contractors, obtaining of all necessary governmental permits, authorizations, certificates and licenses for the commencement and completion of any Alterations and obtaining of any amendment to the Certificate of Occupancy for such Tower Unit, if necessary);

(d) in a manner which will not interfere with, or cause any labor disturbances or stoppages in, the work of Condominium, Tower Section or Base Units Owners' employees or other contractors or subcontractors employed in the Units or the Buildings; and

(e) (i) only during such days and hours as may be specified by the Condominium Board and the Tower Board in its reasonable judgment; and (ii) employing such architects, engineers, contractors, subcontractors, suppliers and other laborers who are on the then approved list of the then managing agent of the Tower Section, as such list may change from time to time, in the sole discretion of the Tower Board or its managing agent.

The Tower Unit Owner performing, permitting, suffering or causing such Alterations to be performed shall, if required either by the Condominium Board and/or the Tower Board, pay the cost of: (x) any necessary amendment of the Declaration and the floor plans of the Condominium, if appropriate, to reflect any such Alterations; (y) obtaining all necessary governmental permits, authorizations, certificates and licenses for the commencement and completion of any Alterations (copies of which shall be delivered to the Tower Board (which shall, as appropriate, also cause copies to be delivered to the Condominium Board) promptly after the issuance thereof and prior to the commencement of any Alterations), and obtaining any amendment to the Certificate of Occupancy for such Tower Unit, if necessary; and (z) any

reasonable architectural, engineering and legal fees incurred by the Condominium Board or the Tower Board, as appropriate, in connection with such work. Neither the Condominium Board, the Tower Board nor any Unit Owner (other than the Tower Unit Owner making, permitting, suffering or causing any Alterations to be made in or to its Unit) shall incur any liability, cost or expense either: (1) in connection with the preparation, execution or submission of the applications referred to above; (2) to any contractor, subcontractor, supplier, architect, engineer or laborer on account of any Alterations made, or permitted or caused to be made, by any Tower Unit Owner; (3) to any person or entity asserting any claim for personal injury or property damage arising therefrom; or (4) arising out of a Tower Unit Owner's failure to obtain any permit, authorization, certificate or license, or to comply with the Declaration, the Condominium By-Laws, these Tower By-Laws, the General Rules and Regulations, if any, the Tower Rules and Regulations, and the provisions of any Laws insofar as the same relates to Alterations. A Tower Unit Owner making, or causing, permitting or suffering any tenant or occupant to make, any Alteration shall be deemed to have agreed to indemnify and hold the Condominium Board, the Tower Board, the managing agents thereof and all other Unit Owners harmless from and against any liability, loss, cost, or expense arising therefrom, and from and against any and all loss, cost, expense (including, but not limited to, attorneys' fees and disbursements), damage, injury or liability, whether direct, indirect or consequential, resulting from, arising out of, or in any way connected with, any of the foregoing.

6.7.3 Any application to any department of The City of New York or to any other governmental authority having jurisdiction thereof for a permit to make an Alteration in or to any Tower Unit shall, if and to the extent required by Law or such department or authority, be executed by the Condominium Board and/or the Tower Board, in the case of an Alteration which such party has approved (or for which its approval is not required), provided that the Condominium Board and the Tower Board shall not incur any liability, cost or expense in connection with or by reason of executing such application.

6.7.4 Notwithstanding anything to the contrary contained in this Section 6.7 (but subject to all Laws), Tower Sponsor shall have the right pursuant (and subject) to the terms of the Declaration, without the approval of the Tower Board, the Condominium Board or Base Unit Owners: (i) to make any alterations, additions, improvements and repairs in or to any Unsold Tower Units, whether structural or non-structural, interior or exterior, ordinary or extraordinary (including, without limitation, those required under any applicable development (or other) agreement affecting the Property, the Tower Offering Plan, any Purchase Agreement or otherwise); (ii) change the layout of, or number of rooms in, any Unsold Tower Unit; and (iii) change the size and/or number of Unsold Tower Units by subdividing one or more such Tower Units into two or more separate Tower Units, combining separate Unsold Tower Units (including those resulting from a subdivision or combination or otherwise) into one or more Units, altering any boundary walls between any Unsold Tower Units, and/or incorporating within any Unsold Tower Unit the use of any portion of the Tower Limited Common Elements adjacent thereto (but only to the extent that such Tower Limited Common Elements are not required to be maintained as Tower Limited Common Elements based on such alterations), and provided that in any such instance such action does not affect any portion of any Base Unit by more than a de minimis amount. Additionally, subject to the terms of the Condominium By-Laws, an initial purchaser of any Unsold Tower Unit shall have the right, without approval of the Condominium Board or the

Tower Board, to make any Alterations in or to its Tower Unit, provided that Tower Sponsor shall have consented to the same in writing at or prior to the closing of title to such Tower Unit (which consent may be withheld or conditioned in Tower Sponsor's sole discretion) and that such purchaser complies with all of the other requirements of Article 8 of the Condominium By-Laws, this Section 6.7, and such alterations do not affect any portion of the Base Units by more than a de minimis amount.

6.7.5 In addition to the requirements set forth above in this Section 6.7 hereof and Article 8.1.6 of the Condominium By-Laws, until a permanent Certificate of Occupancy is obtained for the Building, no Tower Unit Owner shall make any Alterations in or to its Tower Unit without first notifying Tower Sponsor of the same in writing and complying with the requirements of Tower Sponsor with respect to the same. Such requirements may include, but need not be limited to, the following:

(a) such work not include any change that would result in a delay in obtaining a temporary or permanent Certificate of Occupancy for the Tower Section and/or the Buildings, or any amendment to, or extension of, the same if theretofore issued;

(b) such Tower Unit Owner post a bond or other similar security that is reasonably acceptable to Tower Sponsor in an amount sufficient (in Tower Sponsor's reasonable judgment) to insure the diligent completion of the work and the filing of any required notices or certificates with respect to such work and the completion of the same with all governmental authorities having jurisdiction;

(c) such work not be commenced until such Tower Unit Owner causes all required plans, specifications, notices and/or certifications to be filed with all governmental authorities having jurisdiction, procures all required permits and licenses with respect to the same, and delivers copies of all such plans, specifications, notices, certifications, permits and licenses to Tower Sponsor;

(d) such work be diligently prosecuted to completion in compliance with all plans, specifications, notices and/or certifications and in conformity with all permits and licenses;

(e) Tower Sponsor be given reasonable opportunity, from time to time, to inspect such work as it progresses;

(f) promptly after the completion of such work, all necessary inspections and approvals of the same be obtained, all necessary notices and/or certifications be filed with the appropriate governmental authorities and Tower Sponsor be given a copy of all such inspections, approvals, notices and certifications;

(g) such Tower Unit Owner indemnify and hold Tower Sponsor harmless from any cost, expense, claim, or liability arising, directly or indirectly, from such work, including, without limitation, any cost, expense, claim or liability incurred or suffered by them due to any delay in obtaining a temporary or permanent Certificate of Occupancy for the

Building (or any amendment to, or extension of, the same if theretofore issued) as a result of such work or the failure to timely make all appropriate governmental filings in connection with the same; and

(h) all contractors shall be duly licensed to the extent required by the Law, and no Unit Owners shall permit the use of any contractors, subcontractors, vendors, workers, labor, material or equipment in or at any Unit or Limited Common Elements if the use thereof will disturb harmony with any trade engaged in performing any other work, labor or service in or about the Condominium or contribute to any labor dispute.

If any Tower Unit Owner commences any such Alterations in violation of the foregoing terms and conditions of this subsection 6.7.5, or fails to comply with the requirements of Tower Sponsor in connection with the same, Tower Sponsor shall be entitled to cause such work by such Tower Unit Owner to be halted, including, without limitation, causing the managing agent to deny access to the Building to such Tower Unit Owner's workers and suppliers, until such Tower Unit Owner so complies. During the period until such Tower Unit Owner is permitted hereunder to resume its work, Tower Sponsor shall have the right to cause to be performed any and all work in and to such Tower Unit Owner's Unit as shall be necessary, in such party's sole judgment, in order to avoid any delay in obtaining a temporary or permanent Certificate of Occupancy for the Building (or any amendment to, or extension of, the same if theretofore issued), whether or not such work shall be in compliance with the plans and specifications for the work theretofore performed by, or on behalf of, such Tower Unit Owner. The cost and expense of any such work so performed shall be borne by such Tower Unit Owner and shall be paid to Tower Sponsor, as designated by such parties, within fifteen (15) days following written demand therefor.

Notwithstanding Section 6.7.5(a), in the event that any alterations, additions, improvements or repairs made by any Tower Unit Owner materially delay, prevent or adversely affect, or create a significant risk of materially delaying, preventing or adversely affecting, whether directly or indirectly, the issuance of a temporary or permanent certificate of occupancy for such Unit, other Units or the Buildings, then upon the written request of Sponsor, the Condominium Board or the Tower Board, the Unit Owner shall restore the Unit or complete the work, at such Unit Owner's sole cost and expense, to its original condition. If such Unit Owner fails to commence diligently and continuously restoring the Unit within fifteen (15) days of receipt of the written request, then the party requesting such restoration shall be entitled to enter and restore the Unit at the expense of the Unit Owner and to exercise any remedies provided in the By-Laws.

6.7.6 In the event that a dispute arises between any Tower Unit Owner and the Condominium Board, the Tower Board or a Base Unit Owner, as the case may be, regarding any Alteration subject to the approval of either such Board or Base Unit Owner (including, without limitation, the determination of whether any work constitutes an Alteration subject to the approval of only such Board or Base Unit Owner), or if a dispute arises between a Tower Unit Owner and Tower Sponsor in respect of subsection 6.7.5, such dispute shall be submitted to Arbitration, provided that the parties shall cause such Arbitration to proceed in an expedited manner.

6.7.7 References in this Section 6.7 to Alteration shall also include, as the context requires but otherwise subject to the Declaration, Condominium By-Laws and these By-Laws, any Repairs.

6.8 Alterations to Tower Common Elements. Except as otherwise provided in the Declaration, the Condominium By-Laws or these Tower By-Laws and subject to the terms thereof, all alterations, additions or improvements in or to any Tower Common Elements shall be made by the Tower Board or by the Tower Unit Owner(s) required to maintain and repair such Tower Common Element and the cost thereof shall be charged either to all Tower Unit Owners as a Tower Common Expense in the proportion that their respective Common Interests bear to the aggregate Common Interests of all Tower Unit Owners, or to the Tower Unit Owner(s) responsible therefor, as the case may be. Whenever the cost of any such alterations, additions or improvements chargeable to the Tower Board is capital in nature and would, in the judgment of the Tower Board, exceed $250,000 (subject to increase by the CPI Increase Factor) in any calendar year or $750,000 in the aggregate (subject to increase by the CPI Increase Factor), then such proposed alteration, addition or improvement shall not be made unless first approved by a majority in number and Common Interest of Tower Unit Owners, including Tower Sponsor, required to bear the cost and expense thereof in accordance with the foregoing and by a majority of the Tower Mortgage Representatives, if any; provided that if the aforesaid is in the nature of a non-capital repair or is necessary to comply with Laws, or to remedy any violation imposed against the Property, or a proper work order of an insurer of the Property, or for the health or safety (but not the general comfort or welfare) of the residents or occupants of the Property, such consent shall not be required. In any such event, the Tower Board may, in its direction, assess each Tower Unit Owner liable therefor for its pro-rata share of the cost of such alterations, additions and improvements, according to its respective Common Interest, as part of the Tower Common Charges. Any additions, alterations, or improvements costing the amounts set forth above or less, in the aggregate, in any calendar year may be made by the Tower Board without the approval of the Tower Unit Owners or the Tower Mortgage Representatives.

6.9 Use of Tower Units.

6.9.1 Generally. A Tower Unit may generally be used only for residential purposes and, subject to compliance with the Declaration, Condominium By-Laws and these Tower By-Laws, for a lawful home occupation, as defined in the Zoning Resolution of the City of New York; and may be leased by the Tower Unit Owner thereof to tenants only for periods of one year or longer. A Tower Unit may only be occupied by: (i) any individual who is a Tower Unit Owner or permitted lessee; (ii) any officer, director, employee or shareholder of any corporation which is a Tower Unit Owner or permitted lessee; (iii) any partner or employee of any partnership which is a Tower Unit Owner or permitted lessee; (iv) any member of any limited liability company which is a Tower Unit Owner or permitted lessee; (v) the fiduciary or beneficiary or employee of any fiduciary which is a Tower Unit Owner or permitted lessee; (vi) any principal or employee of any other entity (including, but not limited to, embassies and consulates of foreign governments) which is a Tower Unit Owner or permitted lessee; provided that in each instance in clauses (ii) through (vi) above: (A) the individual, designated officer, director, shareholder, partner, member, fiduciary, beneficiary, principal or employee is designated as the primary occupant of the Tower Unit and is not being designated to use the

Tower Unit on a transient basis or as other than the primary occupant; and (B) such use is not, in fact or in effect, part of or in furtherance of a program, plan, entity, agreement or other arrangement providing for short-term, fractional or shared use and/or ownership of such Unit; and (vii) family members, domestic partners, domestic employees and/or non-paying guests of any of the foregoing. The foregoing shall not apply to any Unsold Tower Units.

6.10 Licensing and Use of Tower Storage Lockers and Parking Spaces.

6.10.1 Permitted Licensees; Transfer

(a) Any Tower Unit Owner assigned a Storage Locker (each a "Tower Storage Locker") in the Building will be required to execute a license agreement to use such space (a "Tower Storage Locker License Agreement") governing the use of the space. To help protect the security of the Building, the holder of a license to use a Tower Storage Locker (a "Tower Storage Locker License") (other than Sponsor) must at all times be a Tower Unit Owner, provided, however, that the foregoing restriction shall not apply: (i) to Sponsor or its designee; or (ii) to the Board or its designees. If the Board terminates a Tower Storage Locker License or a Tower Unit Owner surrenders a Tower Storage Locker License without assigning such license to another Tower Unit Owner, the Board shall have the right to issue a new Tower Storage Locker License for the corresponding Tower Storage Locker upon terms and conditions determined in its sole discretion. If at any time the licensee of a Tower Storage Locker sells its Tower Unit and no longer owns any Tower Unit in the Building, it shall simultaneously assign its license of the Tower Storage Locker to another owner of a Tower Unit (or the purchaser of such Unit), and if it fails to do so, the Board shall have the right to terminate the license of the Tower Storage Locker and take possession of the same, without compensation to the licensee.

(b) Any Tower Unit Owner assigned a parking space (each a "Parking Space") in the Building shall be required to execute a license agreement to use a Parking Space (a "Parking Space License Agreement") governing the use of the space. To help protect the security of the Building, the holder of a license to use a Parking Space (a "Parking Space License") (other than Sponsor) must at all times be a Tower Unit Owner or a Non-Tower Unit Owner, provided, however, that the foregoing restriction shall not apply: (i) to Sponsor or its designee; or (ii) to the Board or its designees. If the Board terminates a Parking Space License or a Unit Owner surrenders a Parking Space License without assigning such license to another Unit Owner, the Board shall have the right to issue a new Parking Space License upon terms and conditions determined in its sole discretion. If at any time the licensee of a Parking Space sells its Unit, it shall simultaneously assign its license of the Parking Space to another owner of a Unit (or the purchaser of such Unit), and if it fails to do so, the Board shall have the right to terminate the license of the Parking Space and take possession of the same, without compensation to the licensee.

(c) Upon the issuance of a Tower Storage Locker License or Parking Space License to a Unit Owner, such Unit Owner may assign such Tower Storage Locker License or Parking Space License provided: (i) in the case of a Tower Storage Locker License, the assignee is a Tower Unit Owner at the Condominium and assumes the obligations under the Tower Storage Locker License Agreement pursuant to an assignment and assumption agreement

in the form annexed to the Tower Storage Locker License Agreement; (ii) in the case of a Parking Space License, the assignee is a Tower Unit Owner or Non-Tower Unit Owner at the Condominium and assumes the obligations under the Parking Space License Agreement pursuant to an assignment and assumption agreement in the form annexed to the Parking Space License Agreement; (iii) notification of the assignment is delivered in writing to the Tower Board in compliance with its requirements as the same may be modified from time to time (which assignment shall require and be effective only upon the consent of the Tower Board, which consent shall be granted provided the terms of the Parking Space License Agreement and Tower Storage Locker License Agreement regarding assignments have otherwise been complied with); and (iv) no outstanding monies are owed to Sponsor and/or the Condominium by the Parking Space Licensee or Tower Storage Locker Licensee and/or the assignee. Neither Sponsor nor the Boards shall have any liability or obligation with respect to a private assignment of a Parking Space License. With regard to a Parking Space or Tower Storage Locker held by Sponsor or its designees, the foregoing provisions with regard to assignment thereof do not apply to Sponsor or its designee.

(d) The Board has the authority to promulgate additional rules regarding the use of and access to the Parking Spaces and Tower Storage Lockers and the procedures for assigning such Parking Space Licenses and Tower Storage Locker Licenses. If the Board terminates a Parking Space License or Tower Storage Locker License or a Unit Owner surrenders a Parking Space License or Tower Storage Locker License without assigning such license to another Unit Owner, the Board shall have the right to issue a new Parking Space License or Tower Storage Locker License, as the case may be, for the corresponding Parking Space License or Tower Storage Locker License upon terms and conditions determined in its sole discretion. The Board has the authority to promulgate such rules regarding the use, access, issuance and conveyance of licenses, including the imposition of such fees, as it shall determine in its sole discretion, for use of the Bicycle Storage by Unit Owners.

6.10.2 Use. Subject to the certificate of occupancy for the Building, Legal Requirements, and the By-Laws, Parking Spaces may only be used for accessory parking purposes by Tower Unit Owners or a tenant of such Unit, only, and Tower Storage Licenses may only be used for storage purposes by a Tower Unit Owner or a tenant of a Tower Unit Owner, only. In no event may any of the Parking Spaces (including, the vehicle parked in a Parking Space) or Tower Storage Lockers be used as a dwelling space. Further, in no event may any of the Parking Spaces (including, the vehicle parked in a Parking Space) be used for storing property, or in the case of Tower Storage Lockers, for storing property which (a) constitutes an inflammable, combustible, explosive or other dangerous item; (b) has an objectionable odor; or (c) is deemed by Sponsor or the Tower Board, in either's sole and absolute discretion, not to be in conformity with the general welfare of the Building. Notwithstanding the foregoing, Sponsor or its designee shall have the right to use any unlicensed Parking Spaces, and Bicycle Storage for any lawful purpose or to change the permitted use of any unlicensed Parking Spaces, or Bicycle Storage, subject, however, to the provisions of the Declaration. The Rules and Regulations of the Condominium which are applicable to a Unit Owner shall also be applicable to a Bicycle Storage, or Parking Space and/or a licensee thereof.

6.10.3 License Fee. Holders of Tower Storage Locker Licenses, excluding

Sponsor with respect to unsold Tower Storage Locker Licenses, will be required to pay a License Fee to the Condominium in an amount equal to $1.50 per month per square foot of such Tower Storage Locker, which amount for the Tower Storage Locker License shall, following the First Closing, be subject to increase based on the percentage increase in subsequent Schedule B budgets approved by the Board, or otherwise as the Board deems necessary in its discretion. Holders of bicycle storage licenses will be required to pay a License Fee to the Condominium at an initial rate of $20 per storage rack per month, subject to increase by the Tower Board. Holders of Parking Space Licenses will be required to pay a monthly License Fee to the Condominium, excluding Sponsor with respect to unsold Parking Space Licenses, which amount shall, for the Projected First Year of Condominium Operation, initially be in an amount equal to the amount shown on Schedule A-2 in the Offering Plan. This amount covers the projected annual Parking Area expenses (the "Parking Area Expenses") of the Condominium for the First Year of Condominium Operation as indicated on Schedule B, including, but not limited to, maintenance and repair, service contracts, insurance, and miscellaneous expenses associated therewith. Each year, when the Condominium Board prepares its annual budget covering the Common Expenses of the Condominium, it shall account for the Parking Area Expenses and shall assess each Parking Space Licensee for the Parking Area Expenses pro rata based upon the total number of Parking Spaces in the Parking Area at such time. The Tower Board shall have, without limitation, the same rights and remedies with respect to the collection of such License Fees as it does with respect to Common Charges. Further, the license fees are subject to change from time to time as the Board deems necessary.

6.10.4 Copy to Managing Agent. Upon the issuance of a Bicycle Storage License, Parking Space License or Tower Storage Locker License to a Tower Unit Owner, or the transfer of a Bicycle Storage License, Parking Space License, or Tower Storage Locker License to an assignee, such Unit Owner or assignee, as the case may be, shall provide the Managing Agent with a copy of the Bicycle Space License, Parking Space License, or Tower Storage Locker License as the case may be.

6.10.5 Issuance. Sponsor (or its designee), in its own name or in the name of the Board, shall have the exclusive right to initially issue Parking Space Licenses for Parking Spaces and Tower Storage Locker Licenses for the Tower Storage Lockers, and to retain the proceeds thereof, if any. Sponsor's rights hereunder shall include the right, hereby reserved, of Sponsor to increase the number of Parking Spaces and Tower Storage Lockers, as permitted by applicable law, and offer for sale and initially issue licenses therefor. The Board shall issue Bicycle Storage Licenses for Bicycle Storage Racks. Thereafter, if the Board terminates a Parking Space License, Tower Storage Locker License or a Bicycle Storage License or a Unit Owner surrenders a Parking Space License, Tower Storage Locker License or a Bicycle Storage License without assigning such license to another Tower Unit Owner, the Board shall have the right to issue a new Parking Space License for the corresponding Parking Space, a new Tower Storage Locker License for the corresponding Tower Storage Locker or a new Bicycle Storage License for the corresponding Bicycle Storage Rack upon terms and conditions determined in its sole discretion.

6.10.6 Creation of and Changes to Tower Storage Lockers and Parking Spaces. Sponsor (or its designee), in its own name or in the name of the Board, shall have the exclusive right to create new Parking Spaces and Tower Storage Lockers from under-utilized Common

Elements (i.e., Common Elements, in whole or in part, which have not been specified for a given purpose or use in the Plan, or which are otherwise unnecessary for the use and benefit of the Common Elements to which they are adjacent) and sell licenses therefor, and to change the number and size of the Parking Spaces by, among other things, reconfiguring the Parking Spaces and Tower Storage Lockers, and in connection with such reconfiguration, redesignating in an amendment to the Declaration, among other things, a portion of a reconfigured Parking Space's space or Tower Storage Locker.

6.10.7 Since the Parking Spaces are located below grade, neither the Tower Board nor Sponsor can make any representation that the Parking Spaces nor any permitted vehicles (or items stored therein) will remain dry or will not experience any water infiltration and neither the Board nor Sponsor will be responsible for any damage to any vehicles (or items stored therein) which are parked in the Parking Spaces. Parking Space Licensees who park vehicles (and store items therein) in the Parking Spaces do so entirely at their own risk and Unit Owners are advised to consult with their insurance brokers regarding appropriate coverage for their vehicles (and any items stored therein). Unit Owners must comply with applicable Legal Requirements regarding the Parking Spaces, which may be subject to periodic inspection by the police and fire departments of the City of New York and other governmental agencies having jurisdiction thereover. Since the Tower Storage Lockers are located below grade, neither the Tower Board nor Sponsor can make any representation that the Tower Storage Lockers or any items stored therein will remain dry or will not experience any water infiltration and neither the Tower Board nor Sponsor will be responsible for any damage to items stored within the Tower Storage Lockers. Tower Storage Locker Licensees who store items in the Tower Storage Lockers do so entirely at their own risk and Unit Owners are advised to consult with their insurance brokers regarding appropriate coverage for such stored items.

6.10.8 Licensees shall, at all times, keep, in full force and effect, insurance covering any items stored in the Parking Space or Tower Storage Lockers and any property contained therein as well as coverage for liability with minimum limits of liability of as set forth in the Licensee's License Agreement, and shall waive its insurer's right of subrogation against Sponsor and/or the Board. Additionally, Parking Space Licensees shall be required to maintain comprehensive insurance covering their vehicle.

6.11 Use of Tower Common Elements.

6.11.1 Except as otherwise provided herein, in the Condominium By-Laws or in the Declaration, Tower Common Elements may be used only for the furnishing of the services and facilities and for the other uses for which they are reasonably suited.

6.11.2 In no event shall any Tower Unit Owner impair, restrict or impede the use of the Common Elements by any other Unit Owner(s) having a right thereto or anyone claiming by, through or under any other Unit Owner(s).

6.11.3 Notwithstanding the foregoing subsections of this Section:

(a) the owner or owners of any one or more Tower Units, which

Tower Unit or Units are the only Tower Unit or Units serviced or benefited by any Tower Common Element adjacent or appurtenant thereto (for example, that portion at the end of any hallway which is directly adjacent to any such Tower Units located on opposite sides of such hallway) and not affecting access or service (including, without limitation, heating, ventilating and air-conditioning) to any other Unit or to any other portion of the Common Elements shall, to the extent permitted by Law and subject to the consent of the Tower Board (which consent may be granted or withheld in the Tower Board's sole discretion and shall not be required if such Tower Unit Owner or Owners shall be Tower Sponsor or such Units shall be Unsold Tower Units), have the exclusive right to use that portion of the Tower Common Elements as if it were a part of such Tower Units (including the right, in the above example of a portion of a hallway, to enclose such portion) and no amendment to the Declaration nor reallocation of Common Interests shall be made by reason thereof; provided, however that, notwithstanding the provisions of Section 6.1 hereof, such Tower Unit Owner or Owners, at their sole cost and expense: (a) shall be responsible for the operation, maintenance and repair of that portion of the Tower Common Elements for so long as such Tower Unit Owner or Owners exercise such exclusive right of use; and (b) shall restore that portion of the Tower Common Elements to its original condition, reasonable wear and tear excepted, after such Tower Unit Owner or Owners cease to exercise such exclusive right of use; and

(b) Tower Sponsor or Tower Sponsor's designee shall have the right, until the tenth anniversary of the First Tower Closing, to use portions of the Tower Section, without charge, for exhibitions or other promotional functions with respect to a sales program in respect of such Unsold Tower Units or otherwise.

6.11.4 Notwithstanding the foregoing, elevator hallways which serve fewer than three Tower Units may be decorated and/or furnished by the adjoining Tower Unit Owners as they desire, at their expense, provided that each such Tower Unit Owner consents in writing thereto, and the Tower Board gives its written consent to such decoration and/or furnishing, which consent of the Tower Board may granted or withheld in such board's sole discretion. After an elevator landing is decorated and/or furnished by the Tower Unit Owners serviced by the same, the owners of such Tower Units, and not the Tower Board, will be responsible for keeping the decor and furnishings in a first class condition and state of repair and performing, at their joint expense, all repairs and maintenance necessary or desirable in order to accomplish the same.

6.11.5 From time to time, the Board may adopt rules and regulations regarding the type of plantings, furniture, roof finishes and other installations to be placed or which have been placed on the Terraces and may also prohibit the storage of other items on such spaces. The Board shall at all times have the right to require a Tower Unit Owner to remove such items if the Board determines, in its sole discretion, that such plantings or other installations may adversely affect the integrity of the roof or other portion of the Building or is otherwise unsafe. The Board shall have the right to mandate that any furniture, plantings, equipment and/or installations on a Terrace be secured to such Terrace as the case may be, via tie downs in accordance with specifications promulgated from time to time. In addition, the Board shall have the right, in connection with any construction, repair or maintenance work in the Building, to erect scaffolding temporarily on any Terrace. In no event shall any Tower Unit Owner of a Tower

Unit having a Terrace be permitted to modify without the prior approval of the Board roof parapets and guards, or enclose or erect any structure on such Terrace including, without limitation, a hot tub. The Board shall have the right to require a Tower Unit Owner to remove any installation that is installed without prior approval or is deemed unsafe. The Board may establish such other rules and regulations it deems necessary to protect the Common Elements and the Units and to insure the integrity of the Building and the health and safety of the occupants. Due to the significant height and location of the Building and its attendant unobstructed exposures, from time to time, strong sustained winds or wind gusts may be experienced on the Terraces. In such instances, the occupants of a Tower Unit having a Terrace should avoid using such Terrace. The Board may also require, from time to time, removal of personal property from the Terraces and may prohibit storage or require removal of any items from such spaces, as the Board reasonably determines for purposes of safety or otherwise. Further, with or without direction from the Board, Unit Owners are required to remove all items not affixed to Terraces in such instances of high winds. In extreme weather conditions and in the winter months defined as the period of time commencing on December 1st and ending on March 31st, it could be hazardous for the occupants of a Tower Unit having a Terrace to use such Terrace. All Tower Unit Owners which have a Terrace appurtenant to their Tower Unit, shall indemnify and hold harmless Sponsor, the Board, and Managing Agent against any and all claims arising from such Unit Owner's use of their Terrace. Moreover, Terraces and any other areas that are exposed to the elements must be kept free of snow, ice and accumulation of water to the extent failure to do so could cause damage to the Building and/or other Units therein or otherwise. In addition, Unit Owners with Terraces must employ their own licensed plumber, with prior approval from the Board, in order to winterize any and all drains, pipes and hose bibs prior to November 1st , which winterization work shall be at the Tower Unit Owner's expense in order to prevent water damage from potential pipe bursts. Drains and gratings on Terraces must be kept free of any material or covering that may cause obstruction for its proper functioning. In the event a Tower Unit Owner fails to comply with any of its maintenance obligations, the Board may, at the expense of the Unit Owner and without liability to the Board, enter the Unit and perform such acts as are necessary to cure the Unit Owner's default. In the event of either an emergency or in the event a Tower Unit Owner fails to comply with its maintenance obligations, the Board may, at the expense of the Unit Owner and without liability to the Board, enter the Unit and perform such acts as are necessary to secure and/or remove any furniture, plantings, equipment and/or installations on a Terrace and storing same at the Tower Unit Owner's cost and expense and/or take any other measures reasonably necessary to ensure the safety of Building, the occupants thereof, and neighboring properties and individuals.

6.11.6 Except as otherwise provided herein, all normal maintenance, repairs and replacements of any Tower Limited Common Element appurtenant to a Unit shall be made by the Unit Owner having exclusive access thereto, at its own cost and expense; any structural or extraordinary repairs or replacements thereto (including, without limitation, leaks) shall be made by the Board and the cost and expense thereof shall be charged to all Tower Unit Owners as a Common Expense, unless due to the negligence, misuse, neglect or abuse of such Unit Owner or its tenant, agent, invitee, licensee or guest, in which event such Unit Owner shall bear the entire cost thereof, and the same shall, for all purposes hereunder, constitute part of the Common Charges payable by such Unit Owner. Unit Owners are prohibited from cleaning or allowing to be cleaned any window from the outside in violation of Section 202 of the New York State

Labor Law, any other applicable Legal Requirements, any insurance policy or requirement or otherwise.

6.11.7 Except as otherwise provided herein, in the event that any portion of the glass of a Tower Unit's window is broken from the interior of such Unit (or otherwise due to the actions of such Unit Owner), the replacement and/or repair of such glass will be made by the Owner of such Tower Unit at his, her or its expense; and, in the event that any portion of the glass of a Tower Unit's window is broken from the outside of such Unit, the replacement and/or repair of such glass will be made by the Tower Board and the expense thereof will be charged to the Tower Unit Owners as a Common Expense.

6.11.8 Notwithstanding that all HVAC equipment located within a Tower Unit constitutes part of such Tower Unit, for the proper operation and maintenance of the Building's HVAC systems, the Board shall enter into a maintenance contract on behalf of all Tower Unit Owners to service each Tower Unit's HVAC equipment. Each Tower Unit Owner shall periodically be required to provide access to their Unit and its HVAC equipment to permit routine inspection, testing, and maintenance, as well as any repairs and replacements. The cost for the maintenance service contract shall constitute a Tower Common Expense included in each Tower Unit Owner's Common Charges, except that in the event of the cost of any extraordinary maintenance and/or repairs, i.e., any maintenance and/or repairs not included in the cost of the such maintenance agreement or not otherwise covered by such agreement) shall be paid by the Board and assessed as a special assessment against the Owner of the Tower Unit exclusively served by the HVAC equipment requiring such repair and/or maintenance.

6.12 General Provisions as to Use.

6.12.1 No nuisance shall be allowed in the Tower Section nor shall any use or practices be allowed in the Tower Section which interfere with the peaceful possession or proper use thereof by its occupants. No unlawful use shall be made of the Tower Section or any portion thereof. All Laws relating to any portion of the Tower Section shall be complied with at the sole expense of whichever of the Unit Owners or the Tower Board or the Condominium Board shall have the obligation to maintain or repair such portion. In no event may all or any portion of the Tower Section be used for any pornographic purpose or as an adult book, video or paraphernalia store, peep show or adult entertainment facility.

6.12.2 The Tower Board may, in its discretion, grant permission for the use of a Tower Unit for a use other than its original intended use, provided such use is permitted by Law, does not violate the then existing Certificate of Occupancy for such Unit, the Declaration, these Tower By-Laws or the Condominium By-Laws, and the Tower Unit Owner thereof complies with all Law.

6.12.3 Tower Sponsor, without the permission of the Tower Board, may: (a) use or grant permission for the use of any Unsold Tower Unit for any purpose, provided such use is permitted by Law, does not violate the then existing Certificate of Occupancy for such Tower Unit and the user of such Tower Unit complies with all Law; (b) use any one or more Unsold Tower Units as sales and/or leasing offices in connection with the sale or rental of the Tower

Units or for any other purpose, subject only to compliance with Law; and (c) lease Unsold Tower Units to any party(ies).

6.12.4 Each Unit Owner shall promptly comply with all Legal Requirements applicable to its Unit. No Unit Owner shall use or permit the use of hazardous materials on, about, under, or in its Unit or the Property. Each Unit Owner agrees to indemnify and hold harmless the Board and each other Unit Owner from and against any and all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including, but not limited to, costs of investigation, remedial response, and reasonable attorneys' fees and cost of suit, arising out of or resulting from any Hazardous Material used or permitted to be used by such Unit Owner on, about, under or in his or her Unit or the Property. As used herein, the term "Hazardous Materials" means petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Law; and "Environmental Laws" means all federal, state and local laws, rules, regulations, ordinances, requirements and orders whether now existing or hereafter enacted, promulgated or issued, regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material and/or the protection of human health and the environment.

6.12.5 No nuisance shall be allowed in the Condominium nor shall any use or practice be allowed in the Condominium which is a source of annoyance to the residents or occupants of the Property or which interferes with the peaceful possession or proper use of the Property by its residents or occupants. No immoral, improper, offensive or unlawful use shall be made of the Condominium or any portion thereof. All valid Laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof, relating to any portion of the Property shall be complied with at the full expense of the respective Unit Owners or the Board, whoever shall have the obligation to maintain or repair such part of the Property.

6.12.6 The Tower Board may, in its discretion, grant permission for the use of a Unit for a use other than its original intended use, provided such use is permitted by Law or court order, does not violate the then existing Certificate of Occupancy for such Unit, these By-Laws or the Declaration, and the Unit Owner thereof complies with all Legal Requirements. Such permission by the Board shall be in writing and shall be personal to the Unit Owner. Any successor in title to such Unit shall be required to obtain the prior written approval of the Board before using such Unit for any purpose other than those expressly set forth above.

6.12.7 The Condominium shall be a smoke free building. The inhaling, exhaling, burning or carrying of any lighted cigar, cigarette, pipe, or any form of lighted object or device which contains tobacco or marijuana, including all kinds of e-cigarettes (collectively, "Smoking") shall be prohibited in the Building, including within all Tower Units, on Terraces appurtenant to Tower Units, and in all common areas of the Building. Outside of the Building, Smoking shall only be permitted within designated smoking areas located at least 25 feet from all entries, outdoor air intakes and operable windows; appropriate signage will be installed and maintained at all Building entrances to indicate the aforementioned no-smoking policy. Any violation of this policy by an occupant of a Tower Unit, including any violation by a guest

thereof, shall be subject to such remedies and the imposition of such costs as are available to the Board hereunder, including, without limitation, such fines and penalties as the Board may deem appropriate. The initial fine for a violation of the smoking policy shall be set at $250.00 and shall be subject to increase with further violations in the sole discretion of the Board. The different remedies for violation of the smoking policy shall be cumulative and are not mutually exclusive.

6.13 Right of Access.

6.13.1 Each Tower Unit Owner grants a right of access to its Tower Unit to the Tower Board and the Condominium Board, the managing agents, superintendents and/or any other person authorized by any of the foregoing, for the purposes, among others, of: making inspections of, or removing violations noted or issued by any governmental authority against, the Common Elements or any other part of the Property; curing defaults hereunder or under the Declaration, the Condominium By-Laws, the Tower Rules and Regulations or the General Rules and Regulations, if any, by such Tower Unit Owner or correcting any conditions originating in its Tower Unit and having a reasonable likelihood of causing damage to another Unit or all or any part of the Common Elements; performing maintenance, installations, alterations, repairs or replacements to the mechanical, plumbing or electrical services or other portions of the Common Elements within its Tower Unit or elsewhere in the Building; reading, maintaining or replacing utility meters relating to the Common Elements, its Tower Unit or any other Unit in the Building; or correcting any condition which violates the provisions of any Permitted Mortgage covering another Unit; provided that (a) requests for entry to any Tower Unit are made not less than one (1) day in advance, and (b) any such right shall be exercised in such a manner as will not unreasonably interfere with the use of the Tower Units for their permitted purposes. In case of an "emergency", as defined in subsection 6.6.4, such right of entry shall be immediate, without advance notice, whether or not the Tower Unit Owner or tenant or occupant is present.

6.13.2 Each Tower Unit Owner grants a right of access to its Tower Unit and any Tower Limited Common Elements appurtenant thereto, and the Tower Board grant rights of access to the Tower Common Elements, to Tower Sponsor, and its contractors, subcontractors, agents and employees, for the purpose of complying with and fulfilling its obligations as set forth in the Tower Offering Plan and other documents relating to the construction, development and operation of the Property, provided that access thereto shall be exercised by such party, with respect to any Tower Unit or appurtenant Tower Limited Common Element, in such a manner as will not unreasonably interfere with the use of such Tower Unit and/or Tower Limited Common Element for its or their permitted purposes.

6.14 Tower Rules and Regulations. Annexed hereto as Exhibit A and made a part hereof are rules and regulations (the "Tower Rules and Regulations") concerning the use of the Tower Units and the Tower Common Elements. The Tower Board may from time to time modify, amend or add to such Tower Rules and Regulations, except that: (x) a majority vote (by Common Interest) of Tower Unit Owners may overrule the Tower Board with respect to any such modifications, amendments or additions; and (y) no adoption, modification, amendment or addition affecting Tower Sponsor or the Unsold Tower Units may be made unless agreed to, in

writing, by Tower Sponsor, or by all the owners of such Unsold Tower Units who are affected by such adoption, modification, amendment or addition, as the case may be. Copies of any newly adopted Tower Rules and Regulations, or any modifications, amendments or additions thereto shall be furnished by the Tower Board to each Tower Unit Owner not less than thirty (30) days prior to the effective date thereof.

6.15 Real Estate Taxes, Water Charges and Sewer Rents.

6.15.1 Water and sewer services for the Tower Section shall be supplied by the City of New York or other utilities servicing the Property. Unless and until water charges and sewer rents are billed directly to Tower Unit Owners or the Tower Board by the proper authority, the Tower Board shall collect from the Tower Unit Owners as a Tower Common Expense and promptly pay such charges together with all related sewer rents arising therefrom, to the Condominium Board, who shall promptly pay such charges together with all related sewer rents arising therefrom directly to the utility provider.

6.15.2 Until the Units are separately assessed and billed for real estate tax purposes, the Condominium Board will pay all real estate taxes with respect to the Property to the Department of Finance of The City of New York (or directly to Declarant if Declarant has paid such taxes) and allocate the cost thereof among the Base Sections and the Tower Section in the manner provided in the Condominium By-Laws. The Tower Board shall pro-rate the share of the Property's real estate taxes so allocated to the Tower Section among the individual Tower Units on the basis of their proportionate Common Interest, and give notice to each Tower Unit Owner of the amount payable by such Unit Owner. Each Tower Unit Owner will then, no later than the later to occur of (i) 5 business days after receipt of notice of such pro-rated amount from the Tower Board or (ii) 15 business days prior to the date such taxes are due to The City of New York, pay to the Tower Board its pro-rated share, which amount shall for all purposes constitute part of the Tower Common Charges payable by such Unit Owner, and the Tower Board will forward all such amounts, plus any additional amount necessary so that the total shall equal the total amount allocated the Tower Section, to the Condominium Board no later than 10 business days prior to the date such taxes are due to The City of New York. A Tower Unit Owner will not be responsible for the payment of, and will not be subject to any lien arising from, the non-payment of real estate taxes assessed against any other Units.

6.15.3 Subject to the terms of the Condominium By-Laws, the Tower Board shall commence, pursue, compromise and settle certiorari proceedings to obtain reduced real estate tax assessments with respect to any or all of the Tower Units on behalf of and as agent for the respective Tower Unit Owners thereof; but only with respect to such Tower Units as to which the respective Unit Owners thereof have, in writing, requested and authorized the Tower Board to do so, and indemnified the Tower Board from and against all claims, costs and expenses (including, without limitation, attorneys' fees) resulting from such proceedings. All Tower Unit Owners making such request to the Tower Board will share the costs in connection therewith in proportion to the benefits derived therefrom by such Tower Unit Owners. In the event any Tower Unit Owner individually seeks to have the assessed valuation of its Unit reduced by bringing a separate certiorari proceeding, the Tower Board, if necessary for such proceeding, will execute any documents or other papers required for, and otherwise cooperate with such Tower

Unit Owner in pursuing, such reduction, provided that such Tower Unit Owner indemnifies the Tower Board from all claims, costs and expenses (including, without limitation, attorneys' fees and expenses) resulting from such proceedings.

6.16 Electricity. Electricity for each Tower Unit shall be supplied through separate electric sub-meters. Each Tower Unit Owner shall be required to pay bills for electricity consumed or used in its Tower Unit directly to the Tower Board. Consumption with respect to the Tower Common Elements will be determined by a separate sub-meter and allocated by the Tower Board among the Tower Units on the basis of percentage of Common Interest.

6.17 Gas. The gas for the Tower Section will be paid by the Tower Board as a Tower Common Expense and allocated among the Tower Units on the basis of percentage of Common Interests.

6.18 Dispute as to Utilities Charges. In the event that there is a dispute as to the accuracy of assessing the charges for a utility upon the basis of usage, and the disputing Tower Unit Owners and/or the Tower Board fail to agree on a manner to accurately allocate such costs, the matter shall be determined by Arbitration.

6.19 Utility Costs Payable as Tower Common Charges. The Tower Board may require each Tower Unit Owner to pay monthly in advance to the Condominium Board the charges reasonably estimated or anticipated as being attributable to each such Tower Unit Owner with respect to the aforementioned utilities. All such estimated charges shall be subject to periodic adjustment based upon actual usage.

6.20 Remedies for Violations of By-Laws or Rules and Regulations.

6.20.1 The violation by any Tower Unit Owner of any of the Tower Rules and Regulations (or the General Rules and Regulations, if any) or the breach of any of these Tower By-Laws or the Condominium By-Laws, or the breach of any provision of the Declaration, shall give the Tower Board, in addition to any other rights set forth in these Tower By-Laws, the Condominium By-Laws or the Declaration, the right: (i) to enter any Tower Unit or Common Elements in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Tower Unit Owner, any structure, thing or condition resulting in such violation or breach, provided that the Tower Unit Owner is given reasonable notice (which may be by telephone or telecopier) that such violation or breach exists and, as the case may be, that abatement, removal, repairs, replacements or alterations are necessary, and, provided reasonable care is exercised to safeguard the Unit Owner's property, the Board or its authorized agents shall not be liable or guilty in any matter of trespass or for any damage incurred in connection with the exercise of such right of entry, and/or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach, provided that the Tower Unit Owner is given reasonable notice (which may be by telephone or telecopier) that such violation exists and that repairs, replacements or alterations are necessary, and/or (iii) to have its costs and expenses by reason of such breach or violation repaid to it, and/or (iv) if the party seeking to remedy a breach is the Tower Board, to levy such fines and penalties as the Tower Board may deem appropriate, and the Tower Board

shall have the same remedies for non-payment of such fines and penalties as for non-payment of Tower Common Charges.

6.20.2 The violation or breach of any of the provisions of these Tower By-Laws, the Condominium By-Laws, the Tower Rules and Regulations, the General Rules and Regulations, if any, or the Declaration with respect to any rights, easements, privileges or licenses granted to Tower Sponsor shall give to Tower Sponsor the right, in addition to any other rights set forth in these Tower By-Laws, the Condominium By-Laws or the Declaration, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach.

6.21 Utility Costs Payable as Tower Common Charges. All amounts payable to the Tower Board by the Tower Unit Owners in respect of utilities shall be considered and payable as Tower Common Charges and subject to, among other things, the Tower Board's lien for unpaid Tower Common Charges.

6.22 Reimbursement of Condominium Expenses. A Unit Owner shall reimburse the Condominium for all expenses incurred by the Condominium (including but not limited to legal fees, disbursements and the cost of collection) as a result of the Unit Owner's failure to comply with the Declaration, these By-Laws or the Rules and Regulations.

6.23 Use of Common Elements.

(a) Except as otherwise provided herein or in the Declaration, Common Elements may be used only for the furnishing of the services and facilities and for the other uses for which they are reasonably suited.

(b) In no event shall any Unit Owner impair, restrict or impede the use of the Common Elements by any other Unit Owner or anyone claiming by, through or under any other Unit Owner.

ARTICLE 7

MORTGAGES

7.1 Notice to Tower Board. Each Tower Unit Owner shall have the right to mortgage its Unit, subject only to the terms and conditions set forth in this Article 7. A Tower Unit Owner which mortgages its Unit shall notify the Tower Board of the name and address of the mortgagee, file a conformed copy of the note and mortgage with the Tower Board and, prior to making such mortgage, satisfy all unpaid liens against its Unit other than Permitted Mortgages. A Tower Unit Owner who satisfies a mortgage covering its Unit shall so notify the Tower Board and shall file a conformed copy of the satisfaction of mortgage with the Tower Board.

7.2 Notice to Mortgagees of Default and Unpaid Tower Common Charges. Whenever so requested in writing by a Permitted Mortgagee of a Tower Unit, the Tower Board shall promptly report to such Permitted Mortgagee any default in the payment of Tower Common Charges or any other default by the Tower Unit Owner of such Unit under any of the provisions

of the Declaration, these Tower By-Laws or the Condominium By-Laws which, to the Tower Board's knowledge, may then exist and respecting which notice has been given to the Unit Owner by the Tower Board. However, the Tower Board shall have no liability for any failure, through oversight or negligence, in notifying a Permitted Mortgagee of such default by its mortgagor, provided that the Tower Board shall advise such Permitted Mortgagee of the default promptly after discovering such failure.

7.3 Performance by Permitted Mortgagees. The Tower Board shall accept payment of any sum of money or performance of any act by any Permitted Mortgagee of a Tower Unit Owner required to be paid or performed by such Tower Unit Owner pursuant to the provisions of the Declaration, these Tower By-Laws, the Condominium By-Laws, the Tower Rules and Regulations or the General Rules and Regulations, if any, with the same force and effect as though paid or performed by such Tower Unit Owner.

7.4 Examination of Books. Each Tower Unit Owner and Permitted Mortgagee shall be permitted to examine the books of account of the Tower Section upon reasonable prior notice, at reasonable times on business days, but not more frequently than once a month.

7.5 Form of Mortgage. All Permitted Mortgages must be substantially in the form used by a lending institution, except for such changes or additions as may be required to permit a lender to make the loan (provided that this shall not apply to the mortgages of Sponsor, its designees or affiliates).

7.6 Representatives of Tower Mortgagees.

7.6.1 The holders of Institutional Mortgages constituting a majority of the outstanding principal amount of all Institutional Mortgages encumbering the Tower Units may, at their election, designate in writing to the Tower Board one or more (but not more than three) representatives ("Tower Mortgage Representatives"), which Tower Mortgagee Representatives shall be empowered to act on behalf of all holders of Institutional Mortgages encumbering the Tower Units with respect to any matter requiring their consent or approval under the Declaration, these Tower By-Laws or as applicable the Condominium By-Laws. If any of the Tower Mortgage Representatives are so designated and notice thereof is given to the Tower Board, the act of any such Representative (or a majority of such Representatives, if more than one is so designated) shall be deemed binding upon the holders of all Permitted Mortgages encumbering the Tower Units. As used herein, the term "Institutional Mortgage" means any first mortgage covering a Tower Unit or Units, (a) which is a Permitted Mortgage or a mortgage encumbering a Tower Unit then owned by Tower Sponsor or their respective designees, and (b) the initial holder of which is (i) Tower Sponsor or its designees, (ii) a savings bank, savings and loan association, bank, trust company, insurance company, real estate investment trust or mortgage trust, or (iii) a Federal, state, municipal, teacher's union, corporate employee, welfare, pension or retirement fund or system.

7.6.2 Any designation of a Tower Mortgage Representative shall remain effective until a subsequent designation is made pursuant to the provisions hereof and notice of such subsequent designation is given to the Tower Board.

7.7 Consent of Mortgagees. Except as otherwise expressly provided for herein, in the Condominium By-Laws or in the Declaration, no consent or approval by any mortgagee shall be required with respect to any determination or act of the Tower Board or any Tower Unit Owner, provided, however, that nothing contained herein shall be deemed to limit or affect the rights of any mortgagee against its mortgagor.

7.8 Rights of Permitted Mortgagees and Rights of Guarantors of a Mortgage.

7.8.1 Each Permitted Mortgagee and the guarantor of the mortgage on any Unit (a "Mortgagee") in the Condominium shall be given written notice within ten (10) days of:

(a) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the Mortgagee's mortgage;

(b) Any sixty (60) day delinquency in the payment of assessments or common charges owed by the owner of any Unit on which the Mortgagee holds the mortgage;

(c) A lapse, cancellation, or material modification of any insurance policy maintained by the Condominium or the Board unless said policy is simultaneously replaced; and

(d) Any proposed action that requires the consent of the holders of a specified percentage of mortgages.

7.8.2 A Permitted Mortgagee who obtains title to a Tower Unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six (6) months of the Units unpaid regularly budgeted Common Charges accrued before the acquisition of title to the Unit by the Permitted Mortgagee. If the Tower Board's lien priority includes costs of collecting the unpaid Common Charges, the lender will be liable for any fees or costs related to the collection of the unpaid Common Charges.

7.8.3 No provision in these By-Laws shall give a Unit Owner or any other party priority over the rights of the first mortgagee of the Unit pursuant to its mortgage in the case of payment to the Unit Owner of insurance proceeds or condemnation awards for losses to or taking a Unit and/or Common Elements.

7.8.4 Any amendment to these By-Laws of a material nature to Permitted Mortgagees shall be agreed to by mortgagees that represent at least fifty-one percent (51%) of the Common Interests that are subject to mortgages.

7.8.5 Any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs or for other reasons must be agreed to by mortgagees that represent at least fifty-one percent (51%) of the Common Interests that are subject to mortgages.

7.8.6 Implied approval shall be assumed when a Mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after the Mortgagee

receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a return receipt requested.

7.8.7 The right of first refusal contained in Article 8 hereof will not adversely affect the rights of a mortgagee or its assignee to: a) foreclose or take title to a Unit pursuant to the remedies in the mortgage; b) accept a deed or assignment in lieu of foreclosure in the event of a default by a mortgagor; or c) sell or lease a Unit acquired by the mortgagee or its assignee.

ARTICLE 8

SELLING, LEASING AND MORTGAGING OF TOWER UNITS

8.1 Sales and Leases of Tower Units. No Tower Unit Owner (other than Tower Sponsor or its designee, Construction Lender, Mezzanine Lender or the owner of any Unsold Tower Unit(s)) may sell or lease its Unit except in compliance with the provisions of this Article 8. Subject to the terms of Section 8.7 hereof, each Tower Unit Owner may sell its Unit, or lease its Unit for periods of one (1) year or more only (or for such other period of time as may be determined by the Tower Unit Owners pursuant to an amendment of this provision in accordance with Section 13.1).

8.1.1 (a) Subject to the terms of Sections 8.7 and 8.8, any contract to sell a Tower Unit, together with its appurtenant Common Interest, or any lease of a Tower Unit (collectively, the "Sale Agreement or Lease") shall contain the following provision: "This Agreement, and the rights and obligations of the parties hereunder, are hereby expressly subject to the right of first refusal of the Tower Board of the Williamsburg Wharf Condominium in respect of the transaction described herein, pursuant to the terms of Article 8 of the Tower By-Laws of the Williamsburg Wharf Condominium." (The Tower Unit Owner who has entered into a Sale Agreement or Lease is herein referred to as the "Offeree Unit Owner" and the prospective purchaser or tenant is herein referred to as the "Outside Offeror.")

(b) Promptly after a Sale Agreement or Lease has been fully executed, the Offeree Unit Owner shall send written notice thereof to the Tower Board, by certified or registered mail, return receipt requested, or by reputable courier providing overnight delivery; such notice shall be accompanied by a fully completed application package, which the Offeree Unit Owner shall obtain from the managing agent of the Tower Section, together with a fully executed duplicate original of the Sale Agreement or Lease and any and all related agreements, containing all of the terms offered in good faith by the Outside Offeror. The giving of such notice to the Tower Board shall constitute an offer by the Offeree Unit Owner to sell its Tower Unit, together with its appurtenant Common Interest, or to lease its Tower Unit, as the case may be, to the Tower Board, or its designee (corporate or otherwise), on behalf of all Tower Unit Owners, upon the same terms and conditions as contained in such Sale Agreement or Lease, and shall also constitute a representation and warranty by the Offeree Unit Owner to the Tower Board, on behalf of all Tower Unit Owners, that such Sale Agreement or Lease is bona fide in all respects and contains the complete terms of the transaction. The Offeree Unit Owner shall promptly submit in writing such further information with respect thereto as the Tower Board may reasonably request. The Tower Board may, by sending written notice, by certified or

registered mail, return receipt requested, or by reputable courier providing overnight delivery, to such Offeree Unit Owner not later than twenty (20) days after receipt of such notice, or if further information has been requested, then not later than twenty (20) days after receipt thereof, elect to purchase such Tower Unit, together with its appurtenant Common Interest, or elect to lease such Tower Unit, as the case may be (or to cause the same to be purchased or leased by its designee), on behalf of all Tower Unit Owners, upon the same terms and conditions as contained in the Sale Agreement or Lease, as such terms and conditions may be modified or supplemented by any additional information provided by and as stated in and supplemented or amended by the Offeree Unit Owner's response(s) to requests by the Tower Board for further information, as provided for above.

8.1.2 If the Tower Board shall timely elect to purchase such Tower Unit, together with its appurtenant Common Interest, or to lease such Tower Unit, as the case may be, or to cause the same to be purchased or leased by its designee, title shall close or a lease shall be executed at the office of the attorneys for the Tower Board, in accordance with the terms of the Sale Agreement or Lease, within sixty (60) days after the giving of notice by the Tower Board of its election to accept such offer. However, if the closing date of the purchase or the commencement date of the term of the lease, as the case may be, set forth in the Sale Agreement or Lease shall be later than sixty (60) days after the giving of notice by the Tower Board of its election to accept the aforesaid offer, the Tower Board shall be required to perform or cause to be performed all of the terms of the Sale Agreement or Lease to be performed by the Outside Offeror (except as otherwise expressly set forth in this Article 8), including, but not limited to, payment of a down payment or advance rentals and security deposits, or closing of title or acceptance of occupancy, as the case may be, and such closing of title or the commencement of the term of the Lease shall be on the date set forth in the Sale Agreement or Lease as the intended closing date or commencement date, as the case may be. If, pursuant to such Sale Agreement or Lease, the Outside Offeror was to assume or take title to the Unit subject to the Offeree Unit Owner's existing mortgage or mortgages, in the case of a sale, the Tower Board may purchase the Tower Unit and assume or take title to the Tower Unit subject to said existing mortgage or mortgages, as the case may be. At the closing, the Offeree Unit Owner, if such Tower Unit (together with its appurtenant Common Interest) is to be sold, shall convey the same to the Tower Board, or its designee, on behalf of all Tower Unit Owners, by deed in the form required by Section 339-o of the Real Property Law of the State of New York. Real estate taxes (including water charges and sewer rents, if separately assessed), mortgage interest, if applicable, Tower Common Charges and rent, if applicable, shall be apportioned between the Offeree Unit Owner and the Tower Board, or its designee, as of the closing date. In the event such Tower Unit is to be leased, the Offeree Unit Owner shall execute and deliver to the Tower Board, or its designee, a lease between the Offeree Unit Owner, as landlord, and the Tower Board, or its designee, as tenant, covering such Tower Unit, for the rental and term contained in the Lease.

8.1.3 In the event the Tower Board or its designee shall fail to accept such offer within twenty (20) days after receipt of notice and all other documents and information to be provided under this Article 8 (including any additional information requested by the Tower Board as provided in Section 8.1.1(b) above), or waives such election in writing within such twenty (20) day period, the Offeree Unit Owner shall have an additional sixty (60) days after the earlier of the expiration of such twenty (20) day period or waiver in writing by the Tower Board,

as the case may be (or such later date for closing or occupancy provided in the Sale Agreement or Lease, as applicable) to consummate the transaction set forth in the Sale Agreement or Lease. In the event the Offeree Unit Owner shall not, within such sixty (60) day period (or such later date for closing or occupancy provided in the Sale Agreement or Lease, as applicable), so consummate the transaction, or should the terms of the Sale Agreement or Lease be amended or modified in any way (whether orally, in writing or by a side agreement) to be on terms less favorable to the Offeree Unit Owner, then the Offeree Unit Owner shall be required to again comply with all the terms and provisions of this Section 8.1.

8.1.4 Any deed to an Outside Offeror shall expressly provide that the acceptance thereof by the grantee shall constitute an assumption of all of the provisions of the Declaration, the Condominium By-Laws, these Tower By-Laws, the Tower Rules and Regulations and the General Rules and Regulations, if any, in each case as the same may be amended from time to time, and, in the absence of such express language, the same shall be conclusively deemed to have been included therein.

8.1.5 Any Lease to an Outside Offeror shall be consistent with these Tower By-Laws and shall provide that it may not be modified, amended, extended or assigned without the prior consent in writing of the Tower Board, that the tenant shall not assign its interest in such lease or sublet the demised premises or any part thereof without the prior consent in writing of the Tower Board and that the Tower Board shall have power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of: (i) a default by the tenant in the performance of its obligations under such lease or a default by or caused by such tenant under any of the provisions of these Tower By-Laws or the Condominium By-Laws; or (ii) a foreclosure of the lien granted by Section 339-z of the Real Property Law of the State of New York, the Declaration, these Tower By-Laws, the Condominium By-Laws or otherwise. Such lease shall also provide that it is and shall be subject and subordinate to the Declaration, these Tower By-Laws, the Condominium By-Laws, the Tower Rules and Regulations and the General Rules and Regulations.

8.1.6 Except as hereinbefore set forth, the form and substance of any such lease executed by the Tower Board or an Outside Offeror shall be the then current form of lease approved by the Tower Board (as the same may be changed from time to time). Any lease executed by the Tower Board as tenant shall provide that the Tower Board may enter into a sublease of the demised premises without the consent of the landlord and without paying to the landlord any portion of the rent received from the subtenant.

8.1.7 Notwithstanding anything contained in Article 8 to the contrary, in the event a majority of the members of the Board of Managers are concerned about the financial condition of a potential purchaser or lessee of a Unit, the Board of Managers upon the affirmative vote of a majority of the members of the Board of Managers shall have the option of either (a) requiring the purchaser to obtain a Guaranty from an acceptable guarantor or (b) establish an Escrow Deposit in an amount equal to five year's common charges on the Unit to be placed in escrow with the Condominium's managing agent. In the event the escrow is established and the purchaser or lessee is in default in paying his/her common charges or assessments, the Escrow Deposit shall be immediately released from escrow and delivered to the Board of

Managers to apply to the arrearage.

8.1.8 If a Tower Unit Owner is a corporation, any sale, assignment, transfer or other disposition of any of its stock, or if a Tower Unit Owner is a partnership, limited liability company or other entity, any sale, assignment, transfer or other disposition of any interest in such partnership, company or other entity, in each case, other than through any recognized national securities exchange or "over-the-counter" market, which results in a change in the majority beneficial or legal ownership of such entity, shall also subject the Tower Unit owned by such entity to the requirement that the Tower Unit first be offered to the Tower Board, as described in this Section 8.1.

8.1.9 Any purported sale or lease of a Tower Unit in violation of this Section 8.1 shall be voidable at the election of the Tower Board and if the Tower Board shall so elect, the Tower Unit Owner shall be deemed to have authorized and empowered the Tower Board to institute legal proceedings to eject or evict the purported purchaser or tenant, as the case may be, in the name of said Tower Unit Owner as the purported seller or landlord, as the case may be. Said Tower Unit Owner shall reimburse the Tower Board for all expenses (including attorneys' fees and expenses) incurred in connection with such proceedings, promptly upon demand therefor. In no event shall any purported sale or lease of a Tower Unit in violation of this Section 8.1 release the Tower Unit Owner which is the purported seller or lessor, as the case may be, from any of its obligations under the Declaration, the Condominium By-Laws, these Tower By-Laws, whether or not such sale or lease is voided by the Tower Board.

8.2 Consent of Tower Unit Owners to Purchase or Lease of Units by Tower Board. Subject to the terms of these Tower By-Laws, the Tower Board may exercise or waive any option hereinabove set forth to purchase or lease any Tower Unit without the prior approval of the Tower Unit Owners.

8.3 No Severance of Ownership. No Tower Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to its Tower Unit without including therein its appurtenant Common Interest, it being the intention to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests without including all such interests shall be deemed and taken to include the interest or interests so omitted even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant Common Interest of any Tower Unit may be sold, conveyed or otherwise disposed of, except as part of a sale, conveyance or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, conveyance or other disposition of such part of the appurtenant Common Interests of all Tower Units. Nothing in this Section 8.3 shall prohibit the lease of any Tower Unit without the simultaneous lease of its appurtenant Common Interest.

8.4 Release by Tower Board of Right of First Refusal. The right of first refusal contained in Section 8.1 may be released or waived by the Tower Board only in the manner provided in Section 8.5. In the event the Tower Board shall release or waive its right of first refusal as to any Tower Unit, such Tower Unit, together with its appurtenant Common Interest, may be sold, conveyed or leased in accordance with the Sale Agreement or Lease and the other

information supplied by the Offeree Unit Owner to the Tower Board pursuant to Section 8.1 hereof, subject to the provisions of subsection 8.1.3. The Tower Board may establish reasonable fees for the consideration of any right of first refusal, which fees shall be payable by the selling or leasing Tower Unit Owner (but not Tower Sponsor), as the case may be.

8.5 Certificate of Termination of Right of First Refusal. A certificate executed and acknowledged by the Secretary or any other officer of the Tower Section stating that the provisions of 8.1 have been satisfied by a Tower Unit Owner or stating that the right of first refusal contained therein has been duly released or waived by the Tower Board and that, as a result thereof, the rights of the Tower Board thereunder have terminated, shall be conclusive upon the Tower Board and the Tower Unit Owners in favor of all persons who rely on such certificate in good faith.

8.6 Financing of Purchase, or Refinancing, of Tower Units by Tower Board. The purchase of any Tower Unit, together with its appurtenant Common Interest, by the Tower Board or its designee, on behalf of all Tower Unit Owners, may, at the option of the Tower Board, be made from the funds deposited in the capital and/or expense accounts of the Tower Board by or on behalf of Tower Unit Owners. The Tower Board may levy an assessment against each Tower Unit Owner, in proportion to its respective Common Interest, as an additional Tower Common Charge, and/or the Tower Board, in its discretion, may finance the acquisition of such Tower Unit and subsequently refinance such Unit or refinance any loan secured by or relating to the Tower Section's superintendent's residence, if any, or such other Tower Unit (on such terms and in such amount(s) as the Tower Board determines); provided, however, that no such financing may be secured by an encumbrance or hypothecation of any portion of the Tower Section (except to the extent permitted by Law) other than the real property to be purchased or refinanced, as the case may be.

8.7 Exceptions. In addition to any other exceptions hereinbefore set forth, the provisions of Section 8.1 shall not apply to the sale, lease or conveyance of any Unit, together with its appurtenant Common Interest, or in the case of a Tower Unit Owner which is a corporation, partnership, limited liability company or other entity, the sale, lease or conveyance of an interest in such Tower Unit Owner, in each case: (a) to an affiliate or one or more family members (and for purposes of this Section 8.7, an "affiliate" is defined as a person or entity that owns fifty percent (50%) or more of the legal and beneficial interest of such Unit Owner or owner of an interest in a Unit Owner, as the case may be, or an entity with respect to which such Unit Owner or owner of an interest in a Unit Owner owns fifty percent (50%) or more of the legal and beneficial interest, and "family member" is defined as a spouse, domestic partner, adult child or grandchild, parent, grandparent or adult sibling, or a trust for the benefit of any one or more of the foregoing and/or one or more minor children of any of the foregoing); (b) by Tower Sponsor or its designee with respect to Unsold Tower Units; (c) by the Tower Board; (d) by any proper officer conducting the sale of a Tower Unit in connection with the foreclosure of a mortgage or other lien covering such Unit or delivering a deed in lieu of such foreclosure; or (e) by a Permitted Mortgagee or its nominee, who has acquired title to any Unit at any foreclosure sale of its Permitted Mortgage or by deed in lieu of such foreclosure delivered in a bona fide transaction; provided, however, that each succeeding Unit Owner thereof shall be bound by, and its Unit shall be subject to, all of the provisions of this Article 8. In addition, the provisions of Section 8.1 shall

not apply to any lease, sale or conveyance of a Tower Unit to a Permitted Mortgagee or a purchaser at a foreclosure sale of a Permitted Mortgage in connection with a foreclosure or sale in lieu of same.

8.8 Gifts and Devises, etc. Any Tower Unit Owner shall be free to convey or transfer his or her Tower Unit by gift, or may devise his or her Tower Unit by will, or have his or her Tower Unit pass by intestacy, without complying with the provisions of 8.1, provided, however, that each succeeding Tower Unit Owner shall be bound by, and his or her Tower Unit shall be subject to, the provisions of this Article 8.

8.9 Payment of Assessments. No Tower Unit Owner shall be permitted to sell, convey, mortgage, pledge, hypothecate or lease its Tower Unit unless and until it shall have paid in full to the Tower Board all unpaid Tower Common Charges and other amounts required by the Tower Board to be paid and theretofore assessed against such Tower Unit and until such Tower Unit Owner shall have satisfied all unpaid liens against their Units, other than Permitted Mortgages. Tower Unit Owners shall notify the managing agent of the Tower Section at least five (5) business days prior to the closing of any of the aforementioned transactions for confirmation of any unpaid amounts. The provisions of this Section 8.9 shall not apply to Tower Sponsor or its designee or other owner of Unsold Tower Units.

8.10 Waiver of Right of Partition with Respect to Units Acquired on Behalf of Tower Unit Owners as Tenants-in-Common. In the event that any Unit shall be acquired by the Tower Board or its designee, corporate or otherwise, on behalf of all Tower Unit Owners, as tenants-in-common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such acquired Unit and the entire Property as herein provided.

8.11 Mortgage of Tower Units. Subject to Article 7 and Section 8.9, each Tower Unit Owner shall have the right to mortgage its Unit without restriction.

8.12 Transfer of Units to Trusts and Other Entities. No Unit shall be owned by or transferred to a trust or other entity unless the Tower Board receives, prior to or at the closing in a form determined by the Board (a) a written designation of the state and federal courts in New York City as a jurisdiction for any dispute between the unit owner and the Condominium, (b) a written designation by the purchaser of an agent for service of process in New York City, (c) a guaranty of the Common Charges and assessments signed by an individual on behalf of the entity purchasing the unit and (d) an occupancy agreement identifying who will be residing in the Unit.

8.13 Lease or Purchase of Unit or Other Apartment for Resident Manager's Residence. The Tower Board shall have the right to lease or purchase a Unit or other apartment for the Resident Manager's use and shall have the right to amend, modify, extend, renew and otherwise deal in any way with respect to any such lease without the approval of a Majority of Unit Owners.

8.14 Charges Imposed on Sale or Lease of Units. The Tower Board shall be entitled to fix by resolution and collect, before any sale or lease of a Unit is consummated, a reasonable charge to cover its expenses, and any fees due the Managing Agent or any attorney retained by the Board, in connection with the sale or lease. If such charge is adopted, it shall be added to, and

constitute a portion of, Common Charges payable by the selling or leasing Unit Owner. The aforementioned charge shall not apply to the lease of a Unit to or from Declarant or its designee, to the sale or lease of Unsold Tower Units by Declarant or its designee, or to the sale or lease of Unsold Tower Units by a Permitted Mortgagee of Declarant that acquires title to Unsold Tower Units. Upon the acquisition of a Unit, Purchasers shall also pay to the Tower Board two (2) months' worth of Common Charges; one (1) month worth of Common Charges as a non-refundable contribution to the Condominium's working capital fund ("Working Capital") and one (1) month worth of Common Charges as a non-refundable contribution to the Condominium's reserve fund ("Reserve Contribution").

8.15 Prohibition Against Advertising and Resales. Purchasers are prohibited from (a) prior to eighteen (18) months after closing on their Unit(s) from Sponsor, selling or leasing their Unit without obtaining Sponsor's prior written approval, and (b) prior to the Purchaser's closing of its Tower Unit, listing their Unit for resale with any broker or advertising, promoting or publicizing the availability of their Unit for sale prior to the closing of such Unit. Any such sale or listing of the Unit or form of advertising, promotion or publicizing of the Unit by Purchaser or its agents or representatives in violation of the foregoing sentence shall entitle Sponsor to all remedies available at law or in equity.

ARTICLE 9

CONDEMNATION

In the event of the taking in condemnation or by eminent domain of all or any part of the Tower Common Elements, then, subject to the provisions set forth below and any applicable provisions of the Declaration and the Condominium By-Laws, the Tower Board will arrange for the prompt repair and restoration of the part of the Tower Common Elements affected by such taking. The award made for any such taking shall be payable to the Tower Board; provided, however, that if any such award exceeds $1,000,000, such award shall be payable to the Tower Insurance Trustee (as defined in Section 12.7 hereof) and shall be disbursed to the contractors engaged in such repair and restoration, if any, in appropriate progress payments. If the net proceeds of any such award are insufficient to cover, or if such net proceeds exceed, the cost of any repairs and restorations, the deficit or surplus, as the case may be, will be borne or shared, as the case may be, by the Tower Unit Owners pro rata in accordance with their respective Common Interests; provided, that the amount of any surplus payable to any Unit Owner shall be lessened by such amounts as may be necessary to reduce unpaid liens (other than mortgages which are not Permitted Mortgages) on any such Unit in the order of the priority of such liens. Notwithstanding any provisions contained herein to the contrary, if fifty-one (51%) percent or more of the Tower Common Elements are so taken, subject to any applicable provisions of the Declaration and Condominium By-Laws, such repairs or restorations shall not be made if fifty-one (51%) percent or more of all Tower Unit Owners (and Tower Sponsor or their designees, if they shall then own any Tower Units), both in number and in aggregate Common Interests, shall promptly resolve to not proceed with the same. In the event that a sufficient number of Tower Unit Owners shall not so resolve, the repairs and restoration shall be performed as set forth above. Conversely, in the event that more than fifty-one percent (51%) of Tower Unit Owners shall so resolve, subject to any applicable provisions of the Declaration and Condominium By-

Laws, the repairs and restoration shall not be performed and the Tower Section shall be subject to an action for partition by any Tower Unit Owner or lienor, as if owned in common, in which event the net proceeds of the sale, and net proceeds of any applicable condemnation awards shall be divided among all Tower Unit Owners in proportion to their prorata share based on the Tower Units Fair Market Value, provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of its share of such funds, such amounts as may be necessary to discharge all unpaid liens on its Unit (other than mortgages which are not Permitted Mortgages) in the order of the priority of such liens. As used in this Article 9, the words "promptly resolve" shall mean not more than sixty (60) days after the date notice is given of such taking unless a longer period is provided for under the applicable provisions of the Declaration and Condominium By-Laws. Any dispute between the Tower Board and a Tower Unit Owner under this Article 9 shall be settled by Arbitration.

ARTICLE 10

RECORDS AND AUDITS

10.1 Records. The Tower Board, or the managing agent therefor, shall keep detailed records of the actions of the Tower Board, minutes of the meetings of the Tower Board, minutes of the meetings of the Tower Unit Owners, and financial records and books of account with respect to the activities of the Tower Board, including a listing of all receipts and expenditures. In addition, the Tower Board shall keep a separate account for each Tower Unit which, among other things, shall contain the amount of each assessment of Tower Common Charges and other amounts required by the Tower Board to be paid in respect of each such Unit, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid.

10.2 Audits. Within four (4) months after the end of each fiscal year, an annual report of receipts and expenditures, prepared and certified by an independent certified public accountant or an independent certified public accounting firm, shall be submitted by the Tower Board to all Tower Unit Owners (and to all Permitted Mortgagees of Tower Units who have requested the same in writing). The cost of such report submitted by the Tower Board shall be paid by the Tower Unit Owners as a Tower Common Expense.

10.3 Availability of Documents. Copies of the Declaration, these Tower By-Laws, the Condominium By-Laws, the Tower Rules and Regulations, the General Rules and Regulations, if any, and the Floor Plans, as the same may be amended from time to time, shall be maintained at the office of the Tower Board and shall be available for inspection by Tower Unit Owners and their authorized agents during reasonable business hours and upon reasonable prior notice.

10.4 Confidential Information. Notwithstanding anything contained herein to the contrary, in order to maintain the Unit Owner's privacy, in the event a Unit Owner provides the Managing Agent with the Unit Owner's email address, telephone number or an address other than the Building, the Managing Agent shall not disclose such information without the written consent of the Unit Owner.

10.5 Non-disparagement. Unit Owner shall recognize that the value of their economic

interest in the Condominium and the reputation of other Unit Owners depends on avoiding incidents where the Condominium is disparaged by a Unit Owner or their professional advisors and such disparagement is reported in the press or in the internet. Accordingly, Unit Owners and their attorneys, advisors and publicists shall refrain from Disparaging (as defined below) the Condominium, the Condominium Board, the Tower Board, the Managing Agent, or other Unit Owners or the physical condition of all or part of the Condominium or its Buildings and Common Elements, provided that, nothing herein shall prevent Unit Owners from (a) responding in a truthful manner to inquiries from government agencies or buyers, lenders, lessees, auditors or insurers, to the extent required by applicable Law. "Disparaging" remarks, comments or statements are those that impugn a Person or entity's honesty, integrity, business acumen, or malign the quality of the Condominium or other similar negative statements in connection with the Condominium.

ARTICLE 11

ARBITRATION

11.1 General Procedure. Except as may otherwise be expressly provided in these Tower By-Laws, the Condominium By-Laws or the Declaration, any Arbitration provided for in these Tower By-Laws ("Arbitration") shall be conducted before one arbitrator in New York City by JAMS or any successor organization thereto, in accordance with its rules then in effect; the decision rendered in such Arbitration shall be binding upon the parties and may be entered in any court having jurisdiction; provided that, in the case of Arbitration of issues arising under Sections 6.4 and 6.5, any arbitrator shall be a real estate professional, having ten (10) or more years' experience in the field of Brooklyn residential real property. Notwithstanding the foregoing, any Arbitration held pursuant to these Tower By-Laws with respect to a dispute which arose prior to the First Annual Tower Meeting shall be non-binding. In the event that JAMS shall not then be in existence and has no successor, any Arbitration hereunder shall be conducted in New York City before one arbitrator appointed, on application of any party, by any justice of the highest court of appellate jurisdiction located in the County of New York. The decision of the arbitrator so chosen shall be given within ten (10) days after his or her appointment.

11.2 Costs and Expenses. The fees, costs and expenses of the arbitrator shall be borne by the losing party in the Arbitration or, if the position of neither party to a dispute shall be substantially upheld by the arbitrator, such fees, costs and expenses shall be borne equally by the parties to the dispute. Each disputant shall also bear the fees and expenses of its counsel and expert witnesses. Subject to the foregoing, all costs and expenses paid or incurred by the Tower Board in connection with any Arbitration held hereunder (including, without limitation, the fees and expenses of counsel and expert witnesses) shall constitute Tower Common Expenses.

11.3 Agreement by Parties. The parties to any dispute required or permitted to be submitted to Arbitration hereunder may, by mutual agreement between them, vary any of the provisions of Section 11.1 with respect to the Arbitration of such dispute, or may agree to resolve their dispute in any other manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as the "New York Simplified Procedure for Court Determination of Disputes."

11.4 JAMS. The Parties shall bear the costs of their own expenses and witness preparation. The Parties shall equally share the costs of the JAMS administrative fees, including the Arbitrator's compensation. The Arbitrator shall award to the prevailing Party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the Arbitration. The prevailing Party shall be reimbursed for their share of the JAMS administrative expenses.

11.5 Confidentiality. The Parties shall maintain the confidential nature of the Arbitration proceeding and the award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by Law or judicial decision.

ARTICLE 12

MISCELLANEOUS

12.1 Consents. Wherever the consent, approval or satisfaction of Tower Sponsor or its designee is required under these Tower By-Laws, such consent, approval or satisfaction shall not be required when there are no remaining Unsold Tower Units, the Building has been fully completed, a permanent certificate of occupancy therefor has been issued and Tower Sponsor has no remaining obligations under the Tower Offering Plan or otherwise.

12.2 Waiver. No provision contained in these Tower By-Laws or the Tower Rules and Regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches thereof which may occur.

12.3 Captions. The index hereof and captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Tower By-Laws nor the intent of any provision hereof.

12.4 Conflict. In the event of any conflict between the provisions of these Tower By-Laws or the Tower Rules and Regulations, and those of the Condominium By-Laws, the provisions of the Condominium By-Laws shall control. In the event of any conflict between the provisions of these Tower By-Laws or the Tower Rules and Regulations, and those of the Declaration, the provisions of the Declaration shall control.

12.5 Certain References.

12.5.1 A reference in these Tower By-Laws to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires.

12.5.2 The terms "herein," "hereof" or "hereunder" or similar terms used in these Tower By-Laws refer to these Tower By-Laws in their entirety and not to the particular provision in which the terms are used.

12.5.3 Unless otherwise stated, all references herein to Articles, Sections, subsections, subparagraphs or other provisions are references to Articles, Sections or other provisions of these Tower By-Laws.

12.5.4 Unless otherwise expressly stated herein to the contrary, all references herein to dollar amounts shall be adjusted from time to time, after the date the Declaration is entered into, to reflect any increase in the cost of living, as reflected by an increase in the CPI Increase Factor. The term "CPI Increase Factor" as used herein shall mean an increase proportionate to any increase in the cost of living from and after January 1, 2025, as reflected by the change in the Consumer Price Index (CPI-U; All Items; 1982-84 = 100 standard reference base period) for New York, New York (or the smallest measured area including New York, New York), as published by the Bureau of Labor Statistics, United States Department of Labor or, if the same ceases to be published, a commonly used substitute therefor reasonably selected by the Tower Board.

12.6 Severability. Subject to the provisions of the Declaration, if any provision of these Tower By-Laws is invalid or unenforceable as against any person, party or under certain circumstances, the remainder of these Tower By-Laws and the applicability of such provision to other persons, parties or circumstances shall not be affected thereby. Each provision of these Tower By-Laws shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by law.

12.7 Tower Insurance Trustee. The Tower Insurance Trustee shall be a bank or trust company having an office located in the City of New York, designated by the Tower Board and having a capital surplus and undivided profits of $500,000,000 or more. In the event the Tower Insurance Trustee resigns or is replaced by the Tower Board, the Tower Board shall appoint a new Tower Insurance Trustee which shall be a commercial bank or trust company having an office located in the City of New York and having a capital surplus and undivided profits of $500,000,000 or more, subject to increase by the CPI Increase Factor. The Tower Board shall pay the fees and disbursements of any Tower Insurance Trustee and such fees and disbursements shall constitute a Tower Common Expense. The Tower Insurance Trustee shall hold all such proceeds in accordance with Section 254(4) of the Real Property Law of the State of New York.

12.8 Successors and Assigns. The rights and obligations of Tower Sponsor with respect to the Unsold Tower Units as set forth herein shall inure to the benefit of, and be binding upon, any successor or assign of Tower Sponsor or, with the consent of Tower Sponsor, any transferee of two or more of the then Unsold Tower Units. Subject to the foregoing, Tower Sponsor (or its designee or other holder of Unsold Tower Units) shall each have the right, at any time, in its sole discretion, to assign or otherwise transfer its interests in the Condominium, whether by merger, consolidation, lease, assignment or otherwise.

12.9 Covenant of Further Assurances.

12.9.1 Any party which is subject to the terms of these Tower By-Laws, whether such party is a Tower Unit Owner, a lessee or sublessee of a Tower Unit Owner, an occupant of a Unit, a member or officer of the Tower Board, or otherwise, shall, at the expense of any such

other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request, to effectuate the provisions of these Tower By-Laws or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

12.9.2 If any Tower Unit Owner or any other party which is subject to the terms of these Tower By-Laws fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after request therefor, to take any action which such Tower Unit Owner or other party is required to perform pursuant to these Tower By-Laws, then the Tower Board or other party is hereby authorized, as attorney-in-fact, coupled with an interest, for such Tower Unit Owner or other party, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Tower Unit Owner or other party, and such instrument or action shall be binding on such Tower Unit Owner or other party, as the case may be.

12.9.3 If any Tower Unit Owner or any other party which is subject to the terms of these Tower By-Laws fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after request therefor, to take any action which such Tower Unit Owner or party is required to perform pursuant to these Tower By-Laws at the request of Tower Sponsor, then Tower Sponsor, as the case may be, is hereby authorized, as attorney-in-fact, coupled with an interest, for such Tower Unit Owner or other party, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Tower Unit Owner or other party, and such document or action shall be binding on such Tower Unit Owner or other party.

12.9.4 If the Tower Board fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after request therefor, to take any action which the Tower Board is required to perform pursuant to these Tower By-Laws or the Condominium By-Laws at the request of Tower Sponsor or its designee, then Tower Sponsor or its designee, as the case may be, is hereby authorized, as attorney-in-fact, coupled with an interest, for the Tower Board, to execute, acknowledge and deliver such instrument, or to take such action, in the name of the Tower Board, and such document or action shall be binding on the Tower Board.

12.10 Indemnity. In the event Unit Owner requests that the Board's employees perform services for the Unit Owner, which are not the Board's obligation to perform, including but not limited to repairs and alterations to the Unit Owner's Unit, such request shall be deemed to include the Unit Owner's indemnification of the Board and shall save the Board harmless from any liability, loss, damage and expense arising from injury to any person (including the employee) or property when occurring while the employee is performing such work.

12.11 Mold. The prevention of the growth of mold in a Unit is the responsibility of each Unit Owner. Unit Owners will need to take actions to prevent conditions which cause the mold or mildew, and it is the responsibility of each Unit Owner to ensure that he, she or they have taken the necessary precautions to prevent mold from becoming a problem in such Unit Owner's Unit. The Board will not be liable for any actual, special, incidental or consequential damages based on any legal theory whatsoever, including, but not limited to, strict liability, breach of

express or implied warranty, negligence or any other legal theory with respect to the presence and/or existence of molds, mildew and/or microscopic spores unless caused by the gross negligence or willful misconduct of the Board.

12.12 Costs and Expenses. All sums of money expended, and all costs and expenses incurred, by (i) the Tower Board in connection with the abatement, enjoinment, removal, or cure of any violation, breach, or default committed by a Unit Owner pursuant to the terms of Section 7.1 or Section 7.2 hereof shall be immediately payable by (a) such Unit Owner to the Tower Board or (b) the offending party (i.e., the Tower Board or the Unit Owner) to Declarant, as the case may be, which amount shall, in either event, bear interest (to be computed from the date expended) at the rate of two percent per month (but in no event in excess of the maximum rate chargeable to such Unit Owner pursuant to Law). All sums payable by a Unit Owner to the Tower Board pursuant to the terms of this Section 12.12 shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner.

12.13 Liability for Litigation Costs. If any Unit Owner, tenant, purchaser or an applicant to purchase or lease a Unit, institutes any arbitration, action or proceeding against the Condominium, its officers, Board Members, agents or employees, relating to the By-Laws, the Rules and Regulations or the affairs of the Condominium and if there is an adverse determination by the court against the Unit Owner, tenant, purchaser or applicant or the action or proceeding is dismissed, then on a determination by the court that such action or proceeding was not brought in good faith, (a) such Unit Owner, tenant, purchaser or applicant shall reimburse the Condominium for the attorneys' fees and disbursements incurred by the Condominium in such action or proceeding or in the enforcement of this provision, and (b) the Condominium shall have the right to collect the same as an assessment against the Unit Owner or rent against the subtenant. By applying to purchase or lease a Unit, an applicant to purchase or lease a Unit agrees to be bound by this provision. The effective date of this provision is the date that it is approved by two thirds of the Unit Owners and all actions and proceedings brought or new causes of action alleged in then existing actions or proceedings subsequent to such date shall be expressly subject to this provision.

ARTICLE 13

AMENDMENTS

13.1 Amendments by Tower Unit Owners. Subject to the provisions contained herein, in the Declaration or in the Condominium By-Laws with respect to amendments, modifications, additions or deletions affecting Tower Sponsor or its designee, or any Unsold Tower Units, any provision of these Tower By-Laws or the Tower Rules and Regulations, and to the extent permitted under Article 16.1.1(b) or 16.3 of the Condominium By-Laws, the Declaration or Condominium By-Laws, may be amended, modified, added to or deleted by the affirmative vote of at least 66-2/3% in number and in Common Interest of all Tower Unit Owners; provided, however, that the Common Interest appurtenant to each Tower Unit shall not be altered without the written consent of all Tower Unit Owners affected thereby. Subject to the provisions contained herein, in the Declaration or in the Condominium By-Laws with respect to amendments, modifications, additions or deletions affecting Tower Sponsor, or its designee or

any Unsold Tower Units, any such amendment, modification, addition or deletion shall be executed by the Tower Board, as attorney-in-fact, coupled with an interest, for the Tower Unit Owners, for the purpose of approving and executing any instrument effecting such amendment, modification, addition or deletion, which the Tower Board is hereby authorized by such Tower Unit Owners to do as their attorney-in-fact. Notwithstanding the foregoing and subject to the provisions contained herein, in the Declaration or in the Condominium By-Laws with respect to amendments, modifications, additions or deletions affecting Tower Sponsor, or its designee or any Unsold Tower Units: (i) no such amendment, modification, addition or deletion shall be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of a majority of the Tower Mortgage Representative(s), if any; and (ii) the provisions of Sections 6.9 and 6.10 may not be amended, modified, added to or deleted unless eighty percent (80%) in Common Interest of all Tower Unit Owners affected thereby approve such amendment, modification, addition or deletion in the manner set forth above. Each duly adopted amendment, modification, addition or deletion to the Tower By-Laws, and, if applicable, the Declaration and Condominium By-Laws shall be effectuated by an instrument recorded in the City Register's Office.

13.2 Amendments Affecting Tower Sponsor. Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition to or deletion made pursuant to Section 13.1 hereof shall be effective in any way against: (a) Tower Sponsor, for so long as Tower Sponsor is the owner of one or more Tower Units unless Tower Sponsor has given its prior written consent thereto; or (b) the holder of any present or future mortgage, pledge or other lien or security interest encumbering any Unsold Tower Unit unless such holder has given its prior written consent thereto.

13.3 Amendments Affecting Permitted Mortgagees. Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition to or deletion of Section 6.2.2 or 6.4, Article 7, or clauses (d) and (e) and the second sentence of Section 8.7, shall be effective as against the holder of any Permitted Mortgage theretofore made unless such holder has given its prior written consent thereto.

13.4 Consents of Tower Sponsor. The provisions of this Article 13 may not be modified, amended, added to or deleted, in whole or in part, without the consent of Tower Sponsor or its designee.

13.5 Scrivener Errors. Notwithstanding anything to the contrary contained herein or in the Declaration, the Tower Board may amend these By-Laws without the consent of any Unit Owner or Recognized Mortgage, but upon at least ten (10) days written notice to the Unit Owner and Recognized Mortgagee, to correct or supplement any patent mistakes, inconsistencies or scrivener errors.

13.6 Deemed Approval Provision. Notwithstanding anything to the contrary contained herein, if any Unit Owner is notified in writing that its consent to a proposed amendment or modification to the Declaration, these By-Laws or the Rules and Regulations is requested, then, provided that such notice contains a copy of the proposed amendment or modification (and a statement in bold capital letters to the effect that if such Unit Owner does not notify the sending

party in writing within ten (10) business days after such Unit Owner receives such notice (together with a copy of such amendment or modification), that such Unit Owner disapproves such proposed amendment or modification, then such Unit Owner shall be deemed to have approved such amendment or modification), if such Unit Owner does not notify the sending party in writing within ten (10) business days after such Unit Owner receives such notice (together with a copy of such amendment or modification), that such Unit Owner disapproves such proposed amendment or modification, then such Unit Owner shall be deemed to have approved such amendment or modification. The provisions of this Section 13.5 shall not apply to notices given to Sponsor or any other holder of Unsold Tower Units requesting the Sponsor's or such holder's consent to a proposed amendment or modification.

ARTICLE 14

SPECIAL RIGHTS OF TOWER SPONSOR

14.1 Assignment or Sharing of Tower Board's Rights. Those rights granted to the Tower Board under the provisions of Articles 9.1, 13 and 15 of the Declaration and Articles 2.2.7, 8.1.6, 8.5 and 12.2.4 of the Condominium By-Laws are hereby shared with Tower Sponsor (or its designees) pursuant to the terms of Article 29 of the Declaration, provided however that, Tower Sponsor's exercise of such rights shall not otherwise be in conflict with the terms of the Declaration or Condominium By-Laws. The foregoing granting of such shared rights by the Tower Board to Tower Sponsor (or its designees) shall not be deemed to limit the rights of Tower Sponsor (or its designees) to request that additional rights granted the Tower Board under the Declaration or Condominium By-Laws be assigned to or shared with Tower Sponsor pursuant to a separate agreement, the granting of which shall not be unreasonably withheld by the Tower Board. The Tower Board shall in no event unreasonably interfere with Tower Sponsor's ability to exercise any rights assigned to or shared with Sponsor pursuant to the terms of this Article 14 and Article 29 of the Declaration, and in the event of any conflict between the Tower Board and Tower Sponsor with respect to the exercise of such rights, Tower Sponsor's rights with respect thereto shall take priority.

14.2 Termination of Condominium. The Tower Unit Owners hereby agree that no vote by the requisite percentage of Tower Unit Owners under Article 21.1 of the Declaration to withdraw the Property from the provisions of the New York Condominium Act shall be effective without the written consent of Tower Sponsor for so long as there remains any Unsold Tower Units.

14.3 Unanimous Matters. For so long as there remain any Unsold Tower Units, the Tower Board shall not, without the prior written consent of Tower Sponsor, consent to any of those matters requiring the unanimous consent of both the Tower Board and the Base Unit Owners (or, if applicable, the Base Boards), as are more particularly set forth in clauses (a) through (i) of the second paragraph of Article 2.2.3(q) of the Condominium By-Laws.

14.4 Condominium Insurance Trustee. Pursuant to Article 17.1.1(a) of the Condominium By-Laws, the Tower Board shall have the right to appoint the Insurance Trustee for the Condominium, and any replacement thereof, which shall be reasonably acceptable to the

Base Unit Owner or the Base Board. For so long as there remains any Unsold Tower Units, the Tower Board's appointment or replacement of an Insurance Trustee for the Condominium shall in all events be made by Tower Sponsor on behalf of the Tower Board.

14.5 Power of Attorney to Tower Sponsor. Each Tower Unit Owner, at the closing of title to its Tower Unit, shall grant to Tower Sponsor, an irrevocable power of attorney, coupled with an interest (in such form and such content as Tower Sponsor shall determine) to amend the Declaration and to effectuate the rights granted to Tower Sponsor under the Declaration, Condominium By-Laws and Tower By-Laws.

14.6 Tower Section Lobby Artwork. Notwithstanding anything contained in the Condominium Documents to the contrary, in the event that the Tower Board ever decides to remove or replace any of the artwork (including, but not limited to, any sculptures) installed by Sponsor in the Tower Section as part of the initial installation or build-out thereof, such artwork (including, but not limited to any sculptures) shall be offered to Sponsor at no cost, and shall not be disposed of or transferred to any third parties unless Sponsor has rejected such offer in writing to the Tower Board. The provisions of this Section 14.6 shall not be amended without the prior written consent of Tower Sponsor, even after Tower Sponsor no longer owns any Unsold Tower Units in the Building.

ARTICLE 15

CERTAIN DAMAGES

15.1 Self Help. If any Unit Owner shall violate or breach any of the provisions of the Condominium Documents on his part to be observed or performed, including, without limitation, any breach of his obligation to paint, decorate, maintain, repair, or replace his or her Unit or its appurtenant Limited Common Elements, if any, pursuant to the terms of Article 6 hereof, and shall fail to cure such violation or breach within five (5) days after receipt of written notice of the same from the Tower Board, the Managing Agent, or any manager (or, with respect to any violation or breach of the same not reasonably susceptible to cure within such period, to commence such cure within such five day period and, thereafter, to prosecute such cure with due diligence to completion), the Tower Board shall have the right to enter such Unit Owner's Unit and/or its appurtenant Limited Common Elements, if any, and summarily to abate, remove, or cure such violation or breach without thereby being deemed guilty or liable in any manner of trespass, or, provided reasonable care is exercised to safeguard the Unit Owner's property, any damage incurred in connection with the exercise of such right of entry. In addition, in the event that the Tower Board shall determine that the abatement, removal, or cure of any such violation or breach is immediately necessary for the preservation or safety of the Building or for the safety of the occupants of the Building or other individuals or is required to avoid the suspension of any necessary service in the Building, the Tower Board may take such action immediately, without prior notice and without allowing the said Unit Owner any period of time within which to cure or to commence to cure such violation or breach.

15.2 Abatement and Enjoinment.

15.2.1 In the event that any Unit Owner shall violate or breach any of the provisions of the Condominium Documents on his part to be observed or performed, the Tower Board shall have the right (i) to enter any Unit or Common Elements in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the Defaulting Unit Owner, any structure, thing or condition resulting in such violation or breach and, provided reasonable care is exercised to safeguard the Unit Owner's property, the Board or its authorized agents shall not be liable or guilty in any matter of trespass or for any damage incurred in connection with the exercise of such right of entry, and/or (ii) to enjoin, abate, or remedy the continuance or repetition of any such violation or breach by appropriate proceedings brought either at Law or in equity, provided that the Tower Board gives the Unit Owner notice (which may be by telephone or in writing) that such violation exists, that repairs or replacements are necessary and that the Tower Board will complete such repairs or replacements in the event the Unit Owner does not promptly act or complete the repairs or replacements, and/or (iii) to levy such fines and penalties as the Tower Board may deem appropriate, and the Tower Board shall have the same remedies for non-payment of such fines and penalties as for non-payment of Common Charges

15.2.2 The violation or breach of any of the terms of the By-Laws with respect to any rights, easements, privileges, or licenses granted to Declarant shall give to Declarant the right to enjoin, abate, or remedy the continuation or repetition of any such violation or breach by appropriate proceedings brought either at Law or in equity.

15.3 Remedies Cumulative. The remedies specifically granted to the Tower Board or to Declarant in this Article 15 or elsewhere in the By-Laws shall be cumulative, shall be in addition to all other remedies obtainable at Law or in equity and may be exercised at one time or at different times, concurrently or in any order, in the sole discretion of the Tower Board or Declarant as the case may be. Further, the exercise of any remedy shall not operate as a waiver, or preclude the exercise, of any other remedy.

15.4 Costs and Expenses. All sums of money expended, and all costs and expenses incurred, by (i) the Tower Board in connection with the abatement, enjoinment, removal, or cure of any violation, breach, or default committed by a Unit Owner pursuant to the terms of Section 15.1 or Section 15.2 hereof shall be immediately payable by (a) such Unit Owner to the Tower Board or (b) the offending party (i.e., the Tower Board or the Unit Owner) to Declarant, as the case may be, which amount shall, in either event, bear interest (to be computed from the date expended) at the rate of two percent (2%) per month (but in no event in excess of the maximum rate chargeable to such Unit Owner pursuant to Law). All sums payable by a Unit Owner to the Tower Board pursuant to the terms of this Section 15.4 shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner.

15.5 Liability for Litigation Costs. If any Unit Owner, tenant, purchaser or an applicant to purchase or lease a Unit, institutes any arbitration, action or proceeding against the Condominium, its officers, Board Members, agents or employees, relating to the By-Laws, the Rules and Regulations or the affairs of the Condominium and if there is an adverse determination by the court against the Unit Owner, tenant, purchaser or applicant or the action or proceeding is dismissed, then on a determination by the court that such action or proceeding was not brought in

good faith, (a) such Unit Owner, tenant, purchaser or applicant shall reimburse the Condominium for the attorneys' fees and disbursements incurred by the Condominium in such action or proceeding or in the enforcement of this provision, and (b) the Condominium shall have the right to collect the same as an assessment against the Unit Owner or rent against the subtenant. By applying to purchase or lease a Unit, an applicant to purchase or lease a Unit agrees to be bound by this provision. The effective date of this provision is the date that it is approved by two thirds of the Unit Owners and all actions and proceedings brought or new causes of action alleged in then existing actions or proceedings subsequent to such date shall be expressly subject to this provision.

EXHIBIT A

TOWER RULES AND REGULATIONS
WILLIAMSBURG WHARF CONDOMINIUM

1. The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of or appurtenant to the Tower Section shall not be obstructed or used for any purpose by Tower Unit Owners and their invitees other than the respective purposes for which they were intended.

2. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed in any of the passages, public halls, vestibules, corridors, stairways or fire landings of the Building nor shall any fire exit thereof be obstructed in any manner. Nothing shall be hung or shaken from any doors, windows or roofs or placed upon the window sills of the Tower Section.

3. Neither occupants nor their guests shall play in the entrances, passages, public halls, lobbies, elevators, vestibules, corridors, stairways or fire landings of or serving the Tower Section.

4. No public hall or public elevator vestibule of the Tower Section (other than on those floors, if any, containing full-floor Tower Units) shall be decorated or furnished by any Tower Unit Owner in any manner, except as otherwise expressly provided in the Tower By-Laws.

5. Each Tower Unit Owner shall keep his or her Unit (and any Tower Limited Common Element appurtenant thereto) in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

6. No window guards or other window decorations shall be used in or about any Tower Unit, unless otherwise required by Law and as approved by the Tower Board and the Condominium Board, except that to promote a consistent appearance of the Tower Section from the outside, each Tower Unit Owner will be required to install and maintain window treatments having a white- or off-white-colored backing on the sides facing the windows in its Tower Unit, which window treatments and backings must conform to any specifications (including a new color) established from time to time by the Tower Board.

7. No radio, television or other aerial, satellite dish, disk or similar device shall be attached to or hung from the exterior of the Building and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the Tower Section except such as are permitted pursuant to the Declaration, the Condominium By-Laws, the General Rules and Regulations (if any) or the Tower By-Laws or shall have been approved in writing by the Tower Board; nor shall anything be projected from any window of the Tower Section without similar approval.

8. No heat, ventilator or air conditioning device shall be installed in any Tower Unit without the prior written approval of the Tower Board; and no "window" air-conditioners of any kind shall be permitted.

9. All radio, television or other electrical or electronic equipment of any kind installed or used in any Tower Unit shall comply with all rules, regulations, requirements and recommendations of the New York Board of Fire Underwriters and governmental or public authorities having jurisdiction, and the Tower Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical or electronic equipment in such Tower Unit Owner's Tower Unit.

10. No mopeds, motorcycles, scooters or similar motorized vehicles shall be taken into or from the Tower Section. No bicycles shall be allowed in any of the elevators other than the elevators, if any, designated by the Tower Board or the managing agent of the Tower Section for that purpose, and no baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the passages, public halls, vestibules, corridors or other public areas of the Tower Section.

11. No Tower Unit Owner shall make or permit any disturbing or objectionable noises, odors or activity in the Tower Section, cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their Tower Units or any public portions of the Tower Section, or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other Unit Owners or their tenants or occupants. No Tower Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or permit to be operated a stereo system, radio or television set or other loudspeaker in such Tower Unit Owner's Unit between midnight and the following 7:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M. No construction or repair work or other installation involving noise shall be conducted in any Tower Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 4:00 P.M., unless such construction or repair work is necessitated by an emergency or is being performed by or on behalf of the owner of any Unsold Tower Units, by Declarant or Tower Sponsor.

12. A Tower Unit Owner may keep as pets in his or her Unit not more than two (2) domestic dogs each weighing no more than 90 lbs., domestic cats, caged birds and fish, nor shall any dog of an aggressive breed be permitted within the Building, unless the Board or the Managing Agent in any and each of the foregoing instances has expressly consented in writing (which writing may be in the form of an email), provided that such pets do not constitute a health hazard, unsanitary condition or nuisance to any other Unit Owner, tenant or occupant. Such consent, if given, shall be revocable by the Tower Board or such managing agent in their sole discretion, at any time, with or without cause. Any pet constituting a nuisance shall be permanently removed from the Building within one (1) week after notice from the managing agent of the Tower Section. In no event shall any bird, reptile, or animal be permitted (i) in any public elevator in the Tower Section, other than the service elevator(s) designated by the Tower Board or the managing agent of the Tower Section for that purpose, or (ii) in any of the public

portions of the Tower Section unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills or other public portions of the Tower Section or on the sidewalk or street adjacent to the Tower Section. Each Tower Unit Owner who keeps (or permits to be kept) any type of pet in such Unit Owner's Tower Unit may be required to enter into an agreement with the Tower Board setting forth such other rules regarding pets as the Tower Board shall deem suitable and indemnifying and holding harmless the Tower Section, the Tower Board, all Tower Unit Owners and the managing agent of the Tower Section from all claims and expenses resulting from acts of such pet.

13. Service personnel, messengers and trades people visiting or residing in the Tower Section may be required to use the elevators designated by the Tower Board or the managing agent of the Tower Section for that purpose, for ingress and egress, and shall not use any of the other elevators for any purpose, except that nurses in the employ of Tower Unit Owners or their guests or tenants may use any of the other elevators when accompanying said Tower Unit owner, guest or tenant. However, a guest or visitor of a Tower Unit Owner may use any of the available elevators freely, if authorized by such Unit Owner.

14. All service and delivery persons will be required to use the service entrance to the Tower Section as may be designated by the Tower Board or the managing agent of the Tower Section. All packages, including, without limitation, those containing perishable items, delivered by outside personnel must be delivered to the area therefor designated by the Tower Board or the managing agent of the Tower Section. Deliveries will be made from such area to individual Tower Units only by Tower Section personnel or as otherwise directed by Tower Section personnel. Such deliveries will be made only at such times as a Tower Unit is occupied by the resident thereof or an authorized person and said resident or authorized person is willing to accept delivery. If the Tower Unit in question is not occupied or delivery is declined, the package will be held in the designated area until the resident or authorized person returns or requests delivery, except in the case of perishable items which will be held in the designated area for no longer than 24 hours. After said 24-hour period, the perishable item shall be disposed of by Tower Section personnel. Building personnel will not be responsible for packages held in the package room for more than 72 hours. No large deliveries will be accepted for a Tower Unit Owner (or occupant of a Tower Unit) unless such Tower Unit Owner (or occupant) has made prior arrangements with the Tower Section personnel.

15. Trunks, heavy baggage, furniture, appliances and other large or heavy items shall be taken in or out of the Tower Section by the elevators designated by the Tower Board or the managing agent of the Tower Section for that purpose, and/or through a designated entrance only.

16. No refuse from the Tower Units shall be sent to the below grade levels of the Tower Section except at such times and in such manner as the Tower Board or the managing agent of the Tower Section may direct.

17. Water-closets and other water apparatus in the Tower Section shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of

any water-closets or other apparatus in a Tower Unit shall be repaired and paid for by the Owner of such Tower Unit.

18. No occupant of the Tower Section shall send any employee of the Tower Section or of the managing agent thereof out of the Tower Section on any private business.

19. The agents of the Tower Board or the managing agent of the Tower Section, and any contractor or worker authorized by the Tower Board or the managing agent of the Tower Section and accompanied by an agent of the Tower Board or the managing agent, may enter any room or Tower Unit at any reasonable hour of the day, on at least one day's prior notice to the Tower Unit Owner, for the purpose of inspecting such Tower Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Tower Unit for its permitted purposes.

20. Corridor doors, if any, shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

21. The Tower Board or the managing agent of the Tower Section shall retain a pass-key to each Tower Unit. If any lock is altered or a new lock is installed, the Tower Board or the managing agent of the Tower Section shall be provided with a key thereto immediately upon such alteration or installation. If the Tower Unit Owner is not personally present to open and permit an entry to his or her Tower Unit at any time when an entry therein is necessary or permissible under these Tower Rules and Regulations, the Tower By-Laws, the Condominium By-Laws or the Declaration, and the Tower Unit Owner has not furnished a key to the Tower Board or the managing agent of the Tower Section, then the Tower Board or the managing agent of the Tower Section or their agents (but, except in an emergency, only when specifically authorized by an officer of the Tower Board or an officer of the managing agent of the Tower Section) may forcibly enter such Tower Unit without liability for damages or trespass by reason thereof (provided that during such entry reasonable care is given to the Tower Unit Owner's property).

22. Complaints regarding Tower Section services shall be made in writing to the Tower Board or to the managing agent of the Tower Section.

23. No Tower Unit Owner or any of his or her agents, service personnel, employees, licensees or visitors shall at any time bring into or keep in such Tower Unit Owner's Tower Unit any inflammable, combustible or explosive fluid, material, chemical or substance except as shall be necessary or appropriate for the permitted uses thereof.

24. If any key or keys are entrusted by a Tower Unit Owner or by any member of his or her family or by his or her agent, servant, employee, licensee or visitor to an employee of the Tower Section or of the managing agent of the Tower Section, whether for such Tower Unit Owner's Tower Unit, automobile, trunk or other item of personal property, the use of the key shall be at the sole risk of such Tower Unit Owner, and neither the Tower Board nor the

managing agent of the Tower Section shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

25. Nothing shall be done or kept in any Tower Unit which would increase the rate of insurance of the Condominium, the Building, the Tower Section or any contents of any of the foregoing, without the prior written consent of the Tower Board. No Tower Unit Owner shall permit anything to be done or kept in his or her Tower Unit which will result in the cancellation of insurance on the Condominium, the Building or the Tower Section, or which would be in violation of any law. No waste shall be committed in the Common Elements.

26. Tower Unit Owners will comply with the laws, ordinances, rules and regulations of the City of New York or any other applicable governmental authority with respect to recycling of waste and refuse, including, without limitation, the separation of trash into "recyclable" and "non-recyclable" materials and/or categories of each of same. The Tower Board may designate from time to time the types of materials which must be separated for recycling, the types of containers or binding to be used by the Tower Unit Owners for the disposal of designated recyclable materials and the locations where designated recyclable materials shall be deposited. The Tower Board may also establish other rules and regulations regarding the recycling of trash. Any costs incurred by the Tower Board to enforce the Tower Rules and Regulations or the requirements of applicable law regarding the recycling of trash against a Tower Unit Owner, including, without limitation, legal fees, fines and penalties imposed by any government agency, shall be payable by the Tower Unit Owner as additional Common Charges. Tower Unit Owners will comply with the following procedures with respect to the use of the refuse chutes: (a) wrap dust, flour and powdered waste before depositing the same; (b) thoroughly drain and wrap in paper all garbage before depositing the same; (c) refrain from forcing large bundles into the chute; (d) crush into tight bundles all loose papers before placing the same in the hopper door; (e) deposit all bundles of waste into the hopper; and (f) refrain from depositing waste of an explosive or otherwise hazardous nature therein. Any refuse not disposable by depositing same in the refuse chute must be picked up directly from the Tower Unit by Tower Section personnel at such times and in such manner as the Tower Board or the managing agent of the Tower Section shall determine.

27. Tower Unit Owners will comply with the laws, ordinances, rules and regulations of the City of New York or any other applicable governmental authority, including without limitation, those with respect to window guards and notices of emergency access and egress.

28. Tower Unit Owners, their families, guests, service personnel, employees, agents, visitors or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Building, except that each Tower Unit Owner of a Tower Unit with a private terrace located on a roof (and such Tower Unit Owner's family) may enter upon the roof and use its private terrace located on such roof for its intended purpose, in accordance with guidelines adopted by the Tower Board from time to time for such use.

29. The Tower Board shall have the right from time to time to relocate any portion of the Common Elements located in the Tower Section devoted to common storage or

service purposes of the Tower Section.

30. Unless expressly authorized by the Tower Board in each case, at least 80% of the floor area of each Tower Unit (excepting only kitchens, pantries, bathrooms, closets and foyers), and which shall include all wood floors, must be covered with rugs, carpeting or equally effective noise-reducing material.

31. No Tower Unit Owner, tenant or occupant of a Tower Unit (other than the owner of any Unsold Tower Unit) shall conduct any group tour or exhibition of any Tower Unit or its contents or any auction sale in any Tower Unit, without the prior consent of the Tower Board or the managing agent of the Tower Section.

32. In the event that any Tower Unit is used for home occupation purposes which are permitted by Law, in no event shall any patients, clients or other invitees be permitted to wait in any lobby, public hallway or vestibule.

33. Any consent or approval given under these Tower Rules and Regulations may be granted, refused, added to, amended or repealed, in the sole discretion of the Tower Board, at any time by resolution of the Tower Board. Further, any such consent or approval may, in the discretion of the Tower Board or the managing agent of the Tower Section, be conditional in nature.

34. The Tower Board reserves the right to rescind, alter, waive or add, as to one or more or all occupants, any rule or regulation at any time prescribed for the Tower Section when, in the judgment of the Tower Board, the Tower Board deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Condominium, the Building or the Tower Section, or the preservation of good order therein, or the operation or maintenance of the Condominium, the Building or the Tower Section, or the equipment thereof, or the comfort of Unit Owners, occupants or others in the Building. No rescission, alteration, waiver or addition of any rule or regulation in respect of one Tower Unit Owner or other occupant shall operate as a rescission, alteration, waiver or addition in respect of any other Tower Unit Owner or other occupant.

35. Notwithstanding any references to "Tower Unit Owner" in these Tower Rules and Regulations, these Tower Rules and Regulations shall be binding upon all Tower Unit Owners and all tenants, guests and other occupants of the Tower Unit(s) of such Tower Unit Owner(s). Tower Unit Owners shall be responsible for enforcing compliance with, and liable for any violation of, the Tower Rules and Regulations by members of their families, guests, invitees, tenants, employees, agents, visitors and any other occupants of their Tower Units.

36. The public amenity and common facilities areas of the Tower Section shall be used in such manner, at such times and in accordance with such policies as the Tower Board or the managing agent of the Tower Section may direct.

37. With respect to any Tower Unit to which there is appurtenant a terrace, the following additional rules and regulations shall apply to such Unit and the Unit Owner thereof:

All furniture must be "patio/terrace" furniture which is rust-proof; any planting/landscaping must comply with all Laws. Plants may not exceed the total weight allowance of 100 pounds and must be planted in water-proof containers so as not to cause water leakage. All items located on the terrace, including furniture and planting, must be secured in place. Any damage caused by the Tower Unit Owner's negligence or use of any terrace shall be at such Unit Owner's sole cost and expense. All terraces must be kept clean and free from snow, ice, leaves and debris and all screens and drains must be kept in good repair by the Unit Owner. The Tower Unit Owner shall not remove any of the above items by putting them over any terrace walls, but shall remove said items either through the apartment or through drainage where appropriate. No hanging of any items, including but not limited to banners, laundry, decorations, etc., from any terrace wall, structure, railing or other temporary or permanent structure is permitted. No items, including but not limited to climbing equipment, bikes, pools, children's toys, etc., may be stored on any terrace; any appropriate furniture including table, chair cushions and umbrellas may be left on any terrace only if properly secured. No items can be placed on any terrace parapet wall and/or railing. The Tower Board shall have the right to require a Tower Unit Owner to remove plantings, roof surfaces and other installations which have been placed on Terraces appurtenant to such Tower Unit if the Tower Board determines, in its sole discretion, that such plantings or other installations may adversely affect the integrity of the roof or other portion of the Building or is otherwise unsafe. In no event shall any Unit Owner be permitted to enclose any terrace (except to the extent that such terrace was enclosed by Tower Sponsor) or erect any structure on any terrace. No portion of any terrace may be painted, cemented or changed in any fashion from original appearance. No carpeting may be placed on any terrace. Lighting fixtures may only be plugged into regulation sockets. No satellite dishes may be placed on any terrace. No animals may be allowed on any terrace, except for dogs, which may be allowed on a terrace exclusively appurtenant to a Unit but are not allowed in the common courtyards or terraces.

38. There will be no barbecuing in the Tower Units or in the Common Elements (including, without limitation, the Tower Limited Common Elements). Notwithstanding the foregoing, Units with gas hook-ups on their Terraces or Balconies shall be permitted to barbecue on such Terraces or Balconies on such terms as are determined by the Tower Board.

39. With respect to any lease (and lease renewal) which, pursuant to the Tower By-Laws, is subject to the Tower Board's review and right of first refusal, the fee for any such lease (or renewal of a lease) shall be determined by the Tower Board from time to time. Any such Tower Unit Owner that has entered into or renewed a lease with a tenant and has not submitted the lease (or lease renewal) to the managing agent of the Tower Section will have 30 days from the date notified by the managing agent of the Tower Section to submit the lease or the renewal. In the event that any such Tower Unit Owner does not submit such lease or lease renewal to the Tower Board within such 30 day period, such Tower Unit Owner shall be subject to a $500 fine (subject to the CPI Increase Factor) and further action by the Tower Board.

40. All move-ins and move-outs as to any Tower Unit shall be scheduled with and coordinated by and through the managing agent for the Tower Section. Fees for Tower Section move-ins and move-outs shall be established by the Tower Board from time to time. In addition the Tower Board may require reimbursement for any expenses incurred by the Tower

Board in connection with the move-in or move-out, as well as security deposits and such insurance, indemnities and/or releases on such terms as are determined by the Tower Board.

41. Any use of the Tower Section lobby, elevators, corridors and/or other Tower Common Elements, outside the scope of typical and usual daily use, including without limitation for deliveries of furniture or other large items, shall be coordinated in advance with the managing agent of the Tower Section and shall be subject to payment of fees, reimbursement of expenses, security deposits and such insurance, indemnities and/or releases, all as determined by the Tower Board.

42. The Tower Board reserves the right to rescind, alter, waive or add, as to one or more or all occupants, any rule or regulation at any time prescribed for the Condominium when, in the reasonable judgment of the Tower Board, the Tower Board deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Condominium, or the preservation of good order therein, or the operation or maintenance of the Condominium, or the equipment thereof, or the comfort of Unit Owners, occupants or others in the Condominium. No rescission, alteration, waiver or addition of any rule or regulation in respect of one Unit Owner or other occupant shall operate as a rescission, alteration or waiver in respect of any other Unit Owner or other occupant.

43. No article, including, but not limited to, bicycles and similar vehicles, shall be stored or allowed to stand on terraces other than furniture of the kind usually maintained in outdoor areas. All personal property, furnishings, equipment and furniture left on the terraces or the roof of the Building shall be anchored. No plantings, structures or installations may be placed on the terraces without the prior written approval of the Tower Board.

44. No children may be left unattended in any common area of the Building, including but not limited to the hallways and lobby.

45. Unless expressly authorized by the Board in each case, at least eighty percent (80%) of the floor area of each Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting or equally effective noise-reducing material.

46. With respect to any lease (and lease renewal) which, pursuant to the By-Laws, is subject to the Board's review and right of first refusal, a fee for any such lease (or renewal of a lease) as determined by the Board from time to time, shall be payable. Any such Unit Owner that has entered into or renewed a lease with a tenant and has not submitted the lease (or lease renewal) to the Managing Agent will have thirty (30) days from the date notified by the Managing Agent to submit the lease or the renewal. In the event that any such Unit Owner does not submit such lease or lease renewal to the Board within such thirty (30) day period, such Unit Owner shall be subject to a fine as determined by the Board from time to time, and further action by the Board.

47. Horseplay or objectionable behavior (such as the use of loud boisterous, obscene, or offensive language) in any area of the Building's amenities and the Terraces and Loggias, the Lobby is strictly prohibited.

48. Appropriate attire must be worn in all common areas of the Building at all times.

49. Unit Owners shall not permit a weight load in excess of 40 lbs. per square foot on a Unit's floor.

50. Deliveries to Units shall not remain in the common hallway for more than 15 minutes after the delivery to the Unit. Unit Owners and their tenants or guests or other residents of their Units (collectively referred to as the "Residents"), who leave deliveries in the common hallway outside their Units for more than 15 minutes after the delivery is delivered to the Resident's Unit or leave trash in the hallway outside the Resident's Unit shall be issued a written warning to not violate this Rule again (the "Warning"). In the event that, after a Resident receives a Warning, allows deliveries or trash to be left in the common hallway in violation of this Rule, (a) the Condominium's staff will no longer deliver packages to the Unit, which will result in Residents being required to pick up deliveries at the Front Desk; and (b) the Resident leaving trash in the common hallway will be charged a fee of $500 for removing the trash.

51. Violations of the these Rules and Regulations will result in a fine in an amount to be determined by the Board from time to time levied against the offending Unit Owner (or Unit Owner responsible for the offending party) for each violation. Continued violations may result in suspension or revoking of a Unit Owner's privilege to use the various Building amenities by the Board.

52. For purposes of these Rules and Regulations, "Unit Owner" is deemed to include a spouse of a Unit Owner, or children's caregiver who is over the age of eighteen (18), as well as any resident living in the Building pursuant to a lease.

53. A Unit Owner's rental or license of an amenity space shall be subject to such terms as may be set forth in a form of amenity agreement acceptable to the Board.

EXHIBIT C

DEFINITIONS

11 Wharf Way Common Elements: as described in Section 7.1 of the Declaration.

478-480 Common Elements: as described in Section 7.1 of the Declaration.

478-480 Residential Units: refers to the Tower Units and the 478 Rental Unit.

482 Common Elements: as described in Section 7.1 of the Declaration.

Access Conduct Standards: shall have the meaning ascribed thereto in Section 16.20 of the Declaration.

Access Costs: shall have the meaning ascribed thereto in Section 16.25.

Adversely affect, or adverse effect: as used in the Condominium Documents, shall mean, with respect to any action or proposed change and with respect to any Unit Owner or Owners, that such action or change could, if realized, (i) materially increase the Common Charges payable by such Unit Owner or Owners, (ii) materially interfere with such Unit Owner's access to its Unit or Units, (iii) materially obstruct or degrade the view from the windows of such Unit Owner's Unit or (iv) otherwise materially diminish such Unit Owner's use and enjoyment of its Unit or Units.

Affiliate: with respect to any Person, means (except as may be provided more specifically in any instance in the Condominium Documents) a Person which directly or indirectly (through one or more intermediaries) controls, is controlled by, or is under common control with, such Person. For purposes hereof, the term "control" (including the related terms "controlled by" and "under common control with") mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person (whether through the ownership of voting securities or other ownership interest, by contract or otherwise); and the ownership, either directly or indirectly, of at least 51% of the legal or beneficial interest in such Person.

Agreement: refers to an agreement to purchase a Tower Unit pursuant to the Plan, the form of which is set forth in Part II of the Plan.

Alterations: The making of alterations, additions and improvements to a Unit, the General Common Elements and, as and to the extent provided in the Condominium Documents, the Limited Common Elements.

Amendment: As defined in Section 16.1 of the Condominium By-Laws.

Approved Bank: shall have the meaning ascribed thereto in Section 17.1.4 of the Condominium By-Laws.

Approved Budget: shall have the meaning ascribed thereto in Section 6.2(b) of the

Condominium By-Laws.

Appurtenant Interests: As defined in Section 18.3 of the Declaration.

Arbitration: As defined in Section 14.1 of the Condominium By-Laws.

Architect: means one or more licensed architects (and any replacements thereof) selected by the Unanimous action of the Board Members.

Assessments: shall have the meaning ascribed thereto in Section 2.4.3 of the Condominium By-Laws.

Award: shall have the meaning set forth in Section 11.3.1 of the By-Laws or Section 11.1 of the Tower By-Laws.

Base By-Laws: shall have the meaning ascribed thereto in Section 1.4 of the Declaration.

Base Section: As defined in Section 3.8 of the Declaration.

Base Board: refers to the board of managers of a Base Section.

Base Unit: As defined in Section 3.8 of the Declaration.

Base Unit Mortgage Representatives: One or more (but not more than three) representatives which the holders of Institutional Mortgages constituting a majority in principal amount of all Institutional Mortgages encumbering the Base Units may, at their election, designate in writing to the Base Board and the Condominium Board which representatives shall be empowered to act on behalf of all holders of Institutional Mortgages encumbering the Base Units with respect to any matter requiring their consent or approval under the Condominium Documents.

Base Unit Owner: The record owner, whether one or more Persons, of the Base Unit, in fee simple absolute, from time to time, including, without limitation, any mortgagee (or its designee) succeeding to such owner's interest in the Unit in question by foreclosure or by deed-in-lieu of foreclosure.

Benefitting Owner: As defined in Section 7.3 of the Declaration.

BCL: shall have the meaning ascribed thereto in Section 2.11.1 of the Condominium's By-Laws.

Board: means any of the, the Tower Board, the Condominium Board or the Base Board, pursuant to the condition ascribed thereto in Section 1.4 of the Declaration, or as the context may require; and such boards are collectively referred to as the "Boards".

Board Insured Common Element: shall have the meaning ascribed thereto in Section 11.1 of the Condominium By-Laws.

Board Lien: shall have the meaning ascribed thereto in Section 6.3(b) of the Condominium By-Laws.

Board Member: means a Condominium Board Member as defined in Section 2.1.1 of the Condominium By-Laws.

Budget: As defined in Section 6.2(b) of the Condominium By-Laws.

Building: As defined in Article 3 of the Declaration.

BCE Committee: shall have the meaning ascribed thereto in Section 2.12.2 of the Condominium's By-Laws.

Building Standard: An appearance, operation and maintenance standard of similar luxury high-rise buildings in the Williamsburg Section of Brooklyn containing first floor commercial and residential Units (containing rental units and for-sale condominium units), provided, however, if there is an insufficient number of similar high-rise buildings to create such a standard, then the foregoing standard shall refer to the most similarly-situated luxury residential buildings existing in the Brooklyn area.

Building System: refers to any of the systems in the Building providing heat, sprinkler, water, electric, steam, gas, sewer and fire protection or similar services serving more than one Unit or the Common Elements.

Business Days: means Monday to Friday, except holidays observed by the federal, state or local governments.

Carry Over Budget: shall have the meaning ascribed thereto in Section 6.1(e) of the Condominium By-Laws.

Certificate of Occupancy: refers to the final certificate of occupancy as described thereto in Section 21 of Part I of the Offering Plan.

City: refers to the City of New York.

City Register's Office: As defined in Section 10.1 of the Declaration.

Claim: means all liabilities (statutory or otherwise), obligations, claims, demands, damages, penalties, causes of action, costs, expenses (including reasonable attorneys' fees and expenses), losses and injuries in any manner relating to or arising with respect to the subject matter of any indemnity granted herein, including any enforcement of any such indemnity by the indemnified party.

Closing: refers to the time, place and procedure by which fee title to the Tower Unit in question is conveyed to a Purchaser pursuant to a fully executed Agreement.

Closing Date: refers to the date on which Closing occurs.

Commercial Leases: As defined in Section 31.1 of the Declaration.

Committee: As defined in Section 3.17.3 of the Tower By-Laws.

Common Charges: In respect of a General Common Charge Obligor means General Common Charges; and in respect of a Subdivided Base Unit Owner means Base Section Common Charges (referred to herein as "Non-Tower Common Charges") and in respect of a Tower Unit Owner means Tower Section Common Charges (referred to herein as "Tower Common Charges"). The phrase "Common Charges" include assessments, late fees or reimbursement of expenses expended on behalf of the Unit Owner.

Common Elements: means the General Common Elements, the Non-Tower Common Elements and the Tower Common Elements, each as defined in Article 7 of the Declaration.

Common Element Work: shall have the meaning ascribed thereto in Sections 6.1(a) and 6.7(a)(i) of the Condominium By-Laws.

Common Interest: means, at any given time, the proportionate, undivided interest in fee simple absolute appurtenant to each Unit, as expressed in percentage terms and set forth in Schedules B, to the Declaration, as such Schedules may be amended from time to time in accordance with and subject to the provisions of the Condominium Documents. References in the Declarationand the Condominium By-Laws to the Common Interest(s) of the Base Section or the Base Board shall mean, in each case, the aggregate of the Common Interests appurtenant to the Base Unit or all the Subdivided Base Units, as the case may be. References in the Declaration, the Condominium By-Laws and the Tower By-Laws to the Common Interest(s) of the Tower Section or the Tower Board shall mean, in each case, the aggregate of the Common Interests appurtenant to all the Tower Units.

Comparable Building: shall have the meaning ascribed thereto in Section 6.7 of the Condominium By-Laws.

Condemnation: shall have the meaning ascribed thereto in Section 11.3 of the Condominium By-Laws.

Condominium: means the condominium established pursuant to the Declaration.

Condominium Act: refers to the New York Condominium Act, as amended from time to time and presently found in the New York Real Property Law, Article 9B.

Condominium Board: As defined in Section 2.1.1 of the Condominium By-Laws.

Condominium Board Lien: shall have the meaning ascribed thereto in Section 12.1.2 of the Condominium By-Laws.

Condominium Board Member or Board Member: As defined in Article 2 of the Condominium By-Laws.

Condominium By-Laws: As defined in Section 1.2 of the Declaration.

Condominium Documents: means the Declaration, the Condominium By-Laws (including the General Rules and Regulations, to the extent then adopted and in effect), and the Floor Plans; and, and with respect to matters concerning the Tower Section, the Tower By-Laws (including the Tower Rules and Regulations), in each case, as any of the foregoing may be amended from time to time.

Construction Mortgage: As defined in Section 6.1.14 of the Tower By-Laws.

Consumer Price Index: As defined in Section 18.7 of the Condominium By-Laws.

Costs: Claims, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements).

CPI Increase Factor: shall have the meaning ascribed thereto in Section 18.7 of the Condominium By-Laws.

Curing Person: shall have the meaning ascribed thereto in Section 12.4.1 of the Condominium By-Laws.

Declarant: means 470 Kent Ave Associates LLC, a limited liability company organized and existing under the Laws of the State of Delaware duly authorized to do business in the State of New York.

Declaration: means that certain Declaration Establishing a Plan for Condominium Ownership of the Premises known as Williamsburg Wharf Condominium, to which the initial form of these Condominium By-Laws are attached, as such Declaration may be amended from time to time.

Defaulting Unit Owner: A Unit Owner or the Base Board as to a Base Unit or a Tower Unit Owner, who fails to meet the Unit Owner's obligations under the applicable By-Laws.

Default Notice: shall have the meaning ascribed thereto in Section 13.3(e) of the Condominium By-Laws.

Default Rate: means a rate per annum equal to the lesser of: (i) five (5) percentage points above the rate publicly announced from time to time by JPMorgan Chase (or its successor) in New York, New York as its "prime rate"; and (ii) the maximum rate of interest permissible under applicable Laws, if any, with respect to the applicable amount payable hereunder.

Department of Law: means the New York State Department of Law, Real Estate Finance Bureau.

Designator: means, with respect to a Condominium Board Member, the Person (*i.e.*, the Tower Board, the Base Board or the Unit Owner) entitled to designate such Board Member to the Condominium Board.

Designator in Good Standing: As of any given date, a Designator with respect to which no Event of Default has occurred and is continuing at the time in question.

Development Rights: As defined in Section 1.5 of the Declaration.

Development Rights Purchaser: As defined in Section 1.5 of the Declaration.

Elective Capital Improvement: shall have the meaning ascribed thereto in Section 6.7(a)(i) of the Condominium By-Laws.

Emergency: refers to any situation where the applicable Person, in its reasonable judgment, concludes that a particular action (including, without limitation, the expenditure of funds) is immediately necessary (i) to avoid material damage to all or any material portion of the Building or Property, (ii) to protect any person from harm, or (iii) to avoid the unforeseen and unforeseeable suspension of any necessary material service in or to the Building or the Property, the failure of which service would have a material and adverse effect on the Building or Property.

Emergency Repairs or Replacements: shall mean repairs or replacements to the Building to abate an emergency and to protect any person from death or serious injury.

Enterprise: As defined in Section 2.11.2 of the Condominium By-Laws and Section 2.13.7 of the Tower By-Laws.

Environmental Law(s): All federal, state and local laws, rules, regulations, ordinances, requirements and orders whether now existing or hereafter enacted, promulgated or issued, regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material and/or the protection of human health and the environment.

Equipment: means equipment, facilities, parts, fixtures, apparatus, appurtenances, installations and other similar items and personalty as may be located or contained in a Unit, Limited Common Element or General Common Element, but not necessarily forming a part of such Unit, Limited Common Element or General Common Element, as the case may be, unless otherwise specifically set forth in the Condominium Documents.

Event of Default: A Monetary Event of Default or Non-Monetary Event of Default, as the case may be.

Exercising Party: As defined in Section 16.25 of the Declaration.

Expense Statement: shall have the meaning ascribed thereto in Section 6.2(f) of the Condominium By-Laws.

Facility and Facilities: have the meanings contained in Section 7.1.2 of the Declaration.

First Annual Meeting: shall have the meaning contained in Section 2.3.1 of the Tower By-Laws.

First Closing or First Tower Closing: refers to the date fee title to a Tower Unit is first conveyed to a Purchaser pursuant to the Plan.

First Tower Board: As defined in Section 2.3.1 of the Tower By-Laws.

First Tower Closing: As defined in Section 3.7 of the Declaration.

First Year's Budget: As defined in Section 2.2.3 of the Tower or By-Laws.

FISP: shall have the meaning ascribed thereto in Section 6.7(b) of the Condominium By-Laws.

Floor Plans: As defined in Section 5.1 of the Declaration.

FNMA: Federal National Mortgage Association.

Garage: refers to the portion of the Building designated for parking and is comprised of the Parking Unit and the Tower Section Parking.

General Common Charges: refers to assessments, late fees or reimbursement of expenses expended on behalf of the Unit Owner necessary for the General Common Expenses.

General Common Charge Obligors: means: (i) the Base Unit Owner, or following subdivision of the Base Unit, the Base Board on behalf of and as agent for the owners of the Subdivided Base Units; and (ii) the Tower Board on behalf of and as agent for the owners of the Tower Units.

General Common Elements: As defined in Section 7.2 of the Declaration.

General Common Expense: shall have the meaning ascribed thereto in Section 9.3 of the Condominium By-Laws.

General Rules and Regulations: such non-discriminatory rules and regulations as may be promulgated (and amended from time to time) by the Condominium Board from time to time with respect to details of the operation and use of the General Common Elements, which shall either supplement or elaborate upon (but not in any manner be inconsistent or conflict with) the provisions of the Declaration or the Condominium By-Laws, and which shall be uniformly enforced.

Governmental Authority(ies): means the United States of America, the State of New York, The City of New York and any agency, department, commission, board, bureau, instrumentality, public authority or agency (whether governmental or quasi-governmental) or political subdivision of any of the foregoing, now existing or hereafter created (including, without limitation, the New York City Department of Buildings, the City Planning Commission, Board of Standards and Appeals, and the boards of fire underwriters) having jurisdiction over the Property or any portion thereof.

Handicap Parking Spaces: refers to parking spaces reserved for residents/Unit Owners

with disabilities whose vehicles display valid, disabled license plate and/or parking permit.

Handicapped Parking Spaces License: refers to a valid license to use a Handicap Parking Space.

Hazardous Materials: petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Law.

Impacted Owner: shall have the meaning ascribed thereto in Section 16.25 of the Declaration.

Initial Control Period: shall have the meaning ascribed thereto in Section 2.2.2(s) of the Condominium By-Laws.

Impositions: each of the following imposed by any Governmental Authority: (i) real property general and Special Assessments (including, without limitation, any Special Assessments: (A) for business improvements; or (B) imposed by any Special Assessment district); (ii) personal property taxes; (iii) commercial rent or occupancy taxes; (iv) license and permit fees, if and to the extent such fees are not paid by the Condominium Board and charged to the Unit Owners as part of General Common Charges; (v) any fines, penalties and other similar governmental charges applicable to any of the foregoing, together with any interest or costs with respect to the foregoing; and (vi) any other governmental levies, fees, rents, assessments or taxes and charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind whatsoever, together with any fines and penalties and any interest or costs with respect thereto.

Institutional Mortgage: means a mortgage loan made by and of the following Persons: (i) any bank, savings bank, trust company, savings and loan association, credit union or similar banking institution whether organized under the laws of the State of New York, the United States or any other state; (ii) any foreign banking corporation licensed by the Superintendent of Banks of New York or the Comptroller of the Currency to transact business in the State of New York; (iii) any insurance company or pension and/or annuity company duly organized or licensed to do business in New York State; and (iv) any instrumentality created by the United States or any state with the power to make mortgage loans.

Insurance Requirements: means all requirements of any insurance policy required to be carried pursuant to the Declaration and/or Condominium By-Laws and/or the Condominium By-Laws and covering or applicable to all or any part of the Property or the use thereof, all requirements of the issuer of any such policy and all orders, rules, regulations, reasonable recommendations and other requirements of the New York Board of Fire Underwriters or any other body exercising the same or similar functions and having jurisdiction over all or any portion of the Property.

Insurance Termination Date: shall have the meaning ascribed thereto in Section 12.2.5 of the Condominium By-Laws.

Insurance Trustee: shall have the meaning ascribed thereto in Section 17.1.1(a) of the Condominium By-Laws.

Insured Property: shall have the meaning ascribed thereto in Section 11.4 of the Condominium By-Laws.

Insured Trustee: shall have the meaning ascribed thereto in Section 11.2.10 of the Condominium By-Laws.

Interest: As defined in Section 3.17.2 of the Tower By-Laws.

Land: As defined in Article 2 of the Declaration.

Laws (or, if used individually, Law): all applicable laws, statutes and ordinances (including, without limitation, Environmental laws, and all building codes, zoning ordinances (including, without limitation, the Zoning Resolution) and all requirements and limitations with respect to certificate(s) of occupancy for the Property), case law, and the written orders, rules, regulations, directives, binding resolutions and requirements of all Governmental Authorities, whether in force as of the date hereof or hereafter, which are or become, or purport to be, applicable to the Property or any part thereof.

Lawsuit: shall have the meaning ascribed thereto in Section 2.11.5 of the By-Laws and Section 2.13.10 of the Tower By-Laws.

Legal Requirements: shall mean all Laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen and unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Property, or any part thereof.

Licensees: shall refer to the licensees permitted to hold and/or use a Parking License and/or a Storage Locker License.

License Fee(s): shall have the meaning ascribed thereto in Section 6.10.3 of the Tower By-Laws.

Lien Causing Board: shall have the meaning ascribed thereto in Section 9.1 of the Condominium By-Laws.

Lien Causing Unit Owner: shall have the meaning ascribed thereto in Section 9.1 of the Condominium By-Laws.

Lien Notice: shall have the meaning ascribed thereto in Section 9.1 of the Condominium By-Laws.

Limited Common Elements: shall have the meaning ascribed thereto in Section 7.1.1 of the Declaration.

Local Law 11 Work: shall have the meaning ascribed thereto in Section 6.7(b) of the Condominium By-Laws.

Maintenance or Maintain or Maintaining: refers to the maintenance, repair, reconditioning, refurbishing, reconfiguration, inspection, testing, cleaning, improvement, decorating, painting, installation, alteration, addition, reconstruction, construction, demolition, restoration and replacement as and when necessary or desirable of any portion of the Building.

Majority Member Vote: means the affirmative vote of a majority of those Board Members in Good Standing who are Present in Person or by proxy and authorized to vote and voting at a duly constituted meeting of the Condominium Board at which a quorum is present, subject to Section 2.9.1 of the Condominium By-Laws.

Majority of Tower Unit Owners: shall have the meaning ascribed thereto in Section 3.9 of the Tower By-Laws.

Managing Agent or Section Managing Agent: shall have the meaning ascribed thereto in Section 2.2.7 of the Condominium By-Laws.

Master Unit: As defined in Section 3.9 of the Declaration.

Master Unit Owner: As defined in Section 3.9 of the Declaration.

Material Casualty: refers to damage or destruction costing more than a specified amount or percentage of the purchase price to repair, or a condemnation that materially and adversely affects the use of the property.

Member in Good Standing or Board Member in Good Standing: means, as of any given date, a Condominium Board Member whose Designator is a Designator in Good Standing.

Monetary Event of Default: The failure of any Unit Owner or Board, after all required notices and beyond the expiration of all applicable grace and cure periods, to pay any General Common Charges, Special Assessments and/or other sums payable by it directly to the Condominium Board.

New York Condominium Act: As defined in Article 1 of the Declaration.

Net Proceeds: shall have the meaning ascribed thereto in Section 11.2.6 of the Condominium By-Laws.

Non-Discretionary Expenses: shall have the meaning ascribed thereto in Section 6.1(e) of the Condominium By-Laws.

Non-Disturbance Agreement: As defined in Section 19.2 of the Declaration.

Non-Monetary Event of Default: A default by any Unit Owner or the Tower Board or Base Board (whether due to its action or inaction, or the action or inaction of any Permittee or Occupant of any such Unit Owner or Board), in the performance of any non-monetary obligation

set forth in the Declaration or these Condominium By-Laws, other than a Monetary Event of Default (but including a Special Non-Monetary Event of Default), if such default continues for a period of thirty (30) days following receipt by the Defaulting Unit Owner (in the case of any default by a Unit Owner or such Unit Owner's Occupants or Permittees; with a copy to the applicable Sub-Board if such Defaulting Unit Owner is a Base Unit Owner or Tower Unit Owner) or the Defaulting Board (in the case of any default by a Sub-Board or Tower Board or the Occupants or Permittees of any Units owned by it) of a notice of default from the Condominium Board, or, if the default is of a nature that it cannot reasonably be cured within such thirty (30) day period, if the Defaulting Unit Owner (or its Occupant or Permittee) or Board (or its Occupant or Permittee) fails to: (i) commence such cure as promptly as practicable within such thirty (30) day period; and (ii) thereafter proceed with diligence and continuity to complete such cure (however if a Unit Owner's or Board's Occupant shall be the cause of or otherwise give rise to the default as to which such notice has been given, no Event of Default shall exist if the Unit Owner or Board, as the case may be, uses commercially reasonable efforts (and promptly, diligently and continuously attempts) to cause such defaulting Occupant to cure such default (including, without limitation, the commencement and prosecution of an action to evict such Occupant or seeking an order to compel such Occupant to comply)).

Non-Tower Common Elements: refers to a Common Element of a Non-Tower Unit.

Non-Tower Unit: refers to a Unit of the Condominium other than a Tower Unit.

Occupancy Plan: as defined in Section 8.1.1 of the Declaration.

Occupant: means any Person from time to time entitled to the use and occupancy of all or any portion of: (i) in the case of a Base Unit Owner or Tower Unit Owner, the Unit of such Unit Owner, and any Limited Common Elements under the exclusive control of such Unit Owner (in accordance with the applicable Tower By-Laws); and (ii) in the case of a Sub-Board or the Tower Board, the Limited Common Elements (other than those under the exclusive control of a Unit Owner in accordance with the Declaration or the applicable By-Laws) of such Board and any Units owned by such Board or its designee; in each case under an ownership right or any lease, sublease, license, concession, or other similar agreement (but an Occupant of a Base Unit or Tower Unit not owned by a Sub-Board or the Tower Board shall not, unless otherwise provided herein, be deemed an Occupant of such Board).

Offeree Unit Owner: as defined in Section 8.1.1 of the Tower By-Laws.

Outside Offeror: as defined in Section 8.1.1 of the Tower By-Laws.

Parking Area Expenses: as defined in Section 6.10.3 of the Tower By-Laws.

Parking Space: as defined in Section 6.10.1(b) of the Tower By-Laws.

Parking Space License: as defined in Section. 2.2.2(k) of the Tower By-Laws.

Parking Space License Agreement: As defined in Section 6.10.1(b) of the Tower By-Laws.

Partial Condemnation: shall have the meaning ascribed thereto in Section 11.3.1 of the Condominium By-Laws.

Percentage Interest: refers to the relative percentage interest of the owners of the Units in the Condominium or in a particular as the case may be.

Permitted Mortgagee: shall have the meaning ascribed thereto in Section 2.3.3 in the Condominium By-Laws, and with respect to a Tower Unit, shall (with respect to such Tower Unit) have the meaning consistent with the description in Article 7 of the Tower By-Laws; and after the subdivision of the Base Unit, with respect to a Subdivided Base Unit, shall (with respect to such Subdivided Base Unit) have the meaning given to such term, if any, in the Article 13 of the Condominium By-Laws.

Permitted User(s): refers to any officer, director, member, stockholder, principal, partner, employee, agent (including managing, sales and leasing agent) guest, tenant, occupant, customer, invitee, licensee, contractor, Mortgagee or any other Person related, affiliated or designated by the Condominium Board or a Unit Owner who has permission to use a Unit and/or the Common Elements, subject to the terms of the Declaration and the By-Laws, whether written or oral, granted by: (i) a Unit Owner in the case of such Unit Owner's Unit and its appurtenant Common Elements; or (ii) the Condominium Board; or (iii) the Declaration and the By-Laws.

Permittee(s): the Persons (including the officers, directors, employees, agents, contractors, subcontractors, customers, vendors, suppliers, visitors, invitees, licensees, tenants, subtenants, and concessionaires of any Unit Owner or Board, or of any Occupant) who are, at any given time, in a Unit Owner's Unit, Base Section, Tower Section or Non-Tower Common Element or Tower Common Element, if any, in each case as the context requires.

Person: means any individual, corporation, partnership, limited liability company, trust, unincorporated association, Governmental Authority or other legal entity, including, without limitation, each of the Boards.

Plan: refers to the offering plan for the establishment of Condominium ownership, as the same may be amended from time to time.

Plans and Specifications: refer to the plans and specifications for the Building which (to the extent required by Law) are filed with, and approved by, the Department of Buildings of the City of New York, which plans and specifications may, from time to time, have been amended or changed, or may hereafter be amended or changed in accordance with the provisions of the Plan.

Property Owner's Association or POA: shall have the meaning ascribed thereto in Section 8.5.4 of the Declaration.

Present in Person or Presence in Person: As defined in 2.9.3 of the Condominium By-Laws.

Prime Rate: means a rate per annum equal to the lesser of: (i) the rate publicly announced from time to time by JPMorgan Chase (or its successor) in New York, New York as its "prime rate"; and (ii) the maximum rate of interest permissible under applicable Laws, if any,

with respect to the applicable amount payable hereunder.

Project Architect: means one or more licensed architects (and any replacements thereof) selected by the Unanimous action of the Board Members.

Projected Budget for First Year of Operation: refers to the Budget contained in Schedule B to Part I of the Plan.

Project Standards: means the highest of the following standards: (1) the standard required to maintain and operate the Condominium (and all Units therein) in a condition and a quality level no less than that which existed at the time that the initial construction of the Building was completed (ordinary wear and tear expected) and (2) the standards maintained in similar mixed-use buildings in Brooklyn.

Property: As defined in Section 1.1 of the Declaration.

Proposed Budget: shall have the meaning ascribed thereto in Section 6.2(b) of the Condominium By-Laws.

Purchaser: refers to person(s) or entity(ies) named as Purchaser(s) in an Agreement which has been duly executed by such person(s) or entity(ies) and accepted by Declarant.

Recognized Mortgagee: refers to the holder of a mortgage of which the relevant governmental authority has given notice and to which the provisions of this Declaration and By-Laws shall apply.

Register's Office or City Register's Office: means the Office of the Register of the City of New York, Kings County.

Registered Mortgage: As defined in Section 13.3 of the Condominium By-Laws.

Registered Mortgagee: As defined in Section 13.3 of the Condominium By-Laws.

Regulatory Agreements: refers to an agreement promulgated by the New York City Department of Housing Preservation and Development ("HPD"), pursuant to Section 20-03 of the NYC Rules concerning Article 7-a of the Real Property Actions and Proceedings Law, between the City of New York acting by and through the HPD and an owner, requiring the owner to comply with provisions required and/or deemed appropriate by the HPD concerning the owner's property.

Released Party: shall have the meaning ascribed thereto in Section 2.11.6 of the Condominium By-Laws.

Rental Common Elements: shall have the meaning ascribed hereto in Section 7.9 of the Declaration.

Rental Unit: shall have the meaning ascribed thereto in Section 3.7 of the Declaration.

Rental Unit Owner: refers to any owner of a Rental Unit, and all such owners are, collectively, referred to as "Rental Unit Owners."

Repairs: The making of repairs, restorations and replacements of a Unit, the General Common Elements and, as and to the extent provided in the Condominium Documents, the Limited Common Elements.

Required Capital Improvement: shall have the meaning ascribed thereto in Section 6.7(a)(iii) of the Condominium By-Laws.

Required Documentation: shall have the meaning ascribed hereto in the Section entitled "Rights and Obligations of Tower Unit Owners and the Tower Board" in Part I of the Plan.

Residential Common Elements: refer to those Common Elements which serve or benefit exclusively the Residential Units and/or the Residential Unit Owners.

Residential Section: refers to the Tower Section and Rental Units.

Residential Units: refers to all of the Tower Units and Rental Units.

Residents: refer to the people residing in the Building regardless of whether they are Unit Owners, renters, or other occupants of the Units.

Responsible Owner: shall have the meaning ascribed thereto in Section 6.7(a)(i) of the Condominium By-Laws.

Resultant Unit: shall have the meaning ascribed thereto in Section 8.5 of the Condominium By-Laws.

Resultant Unit Owner: shall have the meaning ascribed thereto in Section 8.5 of the Condominium By-Laws.

Resulting Costs: shall have the meaning ascribed thereto in Section 6.7(a)(v) of the Condominium By-Laws.

RM Notice: shall have the meaning ascribed thereto in Section 13.3(b) of the Condominium By-Laws.

Roof and Roof Setbacks: is described in Section 7.12 of the Declaration.

Roofs: means each of the roofs of the Buildings (including any machine room levels or bulkhead levels thereof or thereon).

RPIE Filing: shall have the meaning ascribed thereto in Section 7.1 of the Condominium By-Laws.

Rules and Regulations: means, collectively, the General Rules and Regulations, the Base Rules and Regulations and the Tower Rules and Regulations (in each case, if any); and in all events, together with all amendments, additions and modifications thereto.

Safety Work: shall have the meaning ascribed thereto in Section 11.2.4 of the Condominium By-Laws.

Sale Agreement or Lease: As defined in Section 8.1.1 of the Tower By-Laws.

Sale, Sell or like terms, including the term conveyance (in each case, whether or not capitalized): means the sale or conveyance or transfer by a Unit Owner of its fee title interest in its Unit and its undivided common ownership interest in the Common Elements appurtenant thereto.

Satellite or Satellite Antenna: refers to an antenna and related satellite/ telecommunications equipment together with transmission lines, communication facilities and similar related equipment including without limitation facilities for the operation of such Satellite Antenna and transmission of information received or transmitted from the Satellite Antenna to a location elsewhere in the Building.

Schedule A: refers to Offering Prices and Related Information, Schedule A set forth in Part I of the Plan.

Schedule B: refers to the Section entitled "Budget for the First Year of Condominium Operation, Schedule B" set forth in Part I of the Plan.

Secretary of State: refers to the Secretary of State of the State of New York.

Section Expense: shall have the meaning ascribed thereto in Section 12.5.2 of the Condominium By-Laws.

Senior RM: shall have the meaning ascribed thereto in Section 13.3(c) of the Condominium By-Laws.

Shared Amenities: the amenities available for all Tower Unit Owners and the tenants of the Rental Units and which consist of the residential exercise rooms, restrooms, locker area, pantry, residential lounges, pool deck, and outdoor pool on the Club Floor (8th Floor) of the 478 Rental Unit and the basketball court in 11 Wharf Way.

Signage: shall have the meaning ascribed thereto in Section 16.17.1 of the Declaration.

Signage Conditions: shall have the meaning ascribed thereto in Section 33.1 of the Declaration.

Special Assessments: shall have the meaning ascribed thereto in Section 6.1(g) of the Condominium By-Laws.

Sponsor: shall have the meaning ascribed thereto in Section 2.2.2(s) of the Condominium By-Laws.

Subdivided Base Unit: shall have the meaning ascribed hereto in Section 3.8 of the Declaration.

Subdivided Base Unit Owner: As defined in Section 3.8 of the Declaration.

Tenant or tenants: shall refer to all tenants, such tenant's subtenants, successors, assigns or other occupants of the Building.

Terrace: shall refer to the terraces and balconies in the Units.

Tower Board: shall have the meaning ascribed thereto in Section 2.1 of the Tower By-Laws.

Tower Board Member: shall have the meaning ascribed thereto in Section 2.1.2 of the Tower By-Laws.

Tower By-Laws: As defined in Section 1.3 of the Declaration.

Tower Common Charges: As defined in Section 6.1.2 of the Tower By-Laws.

Tower Common Elements: refers to those Common Elements which serve or benefit all the Tower Units and/or the Tower Unit Owners.

Tower Common Expenses: As defined in Section 6.1.2 of the Tower By-Laws. Tower Limited Common Elements: refers to those Common Elements which serve or benefit exclusively one or more but not all the Tower Units and/or the Tower Unit Owners.

Tower Offering Plan: As defined in Section 2.2.3 of the Tower By-Laws.

Tower Parking Spaces: As defined in Section 8.5 of the Declaration.

Tower Rules and Regulations: The Rules and Regulations regulating the Tower Section, as defined in Section 6.14 of the Tower By-Laws.

Tower Section: As defined in the Section 3.3 of the Declaration.

Tower Sponsor: refers to 470 Kent Ave Associates LLC or its designee or assignee.

Tower Storage Locker: shall have the meaning ascribed thereto in Section 2.2.2(k) of the Tower By-Laws.

Tower Storage Locker Licenses: shall have the meaning ascribed thereto in Section 2.2.2(k) of the Tower By-Laws.

Tower Units: As defined in Section 3.1 of the Declaration.

Tower Unit Financeability Requirement: a requirement in connection with criteria of FNMA, or other lenders that generally make (or governmental or quasi-governmental agencies that generally make, insure or buy) loans for the purchase of residential condominium units that are offered for sale in a public offering and which would not typically (or commercially reasonably) be undertaken or included in buildings of the type meeting the Building Standard.

Tower Unit Mortgage Representatives: One or more (but not more than three) representatives which the holders of Institutional Mortgages constituting a majority in principal amount of all Institutional Mortgages encumbering the Tower Units may, at their election, designate in writing to the Tower Board and the Condominium Board which representatives shall be empowered to act on behalf of all holders of Institutional Mortgages encumbering the Tower Units with respect to any matter requiring their consent or approval under the Condominium Documents. Notwithstanding the foregoing, for so long as Sponsor's Construction Loan and Mezzanine Pledge are outstanding, the Tower Unit Mortgage Representative shall be the Permitted Mortgagee holding the most senior mortgage on the Condominium or Tower Unit(s).

Tower Unit Owner: the record owner, whether one or more Persons, of a Tower Unit, in fee simple absolute, from time to time, including, without limitation, any mortgagee (or its designee) succeeding to such owner's interest in the Unit in question by foreclosure or by deed-in-lieu of foreclosure, and such definition shall be consistent with description set forth in Section 3.2 of the Declaration.

Transaction: As defined in Section 3.17.2 of the Tower By-Laws.

Unanimous or "unanimous," "unanimously" and words of similar import (whether or not capitalized): used in the Declaration and Condominium By-Laws, when referring to the Condominium Board shall mean the affirmative vote of all Condominium Board Members in Good Standing; and when referring to a group of some or all Unit Owners, shall mean the affirmative vote of all Unit Owners in Good Standing within the identified group.

Unit: refer to a Rental Unit, a Tower Unit, a Commercial Unit, a Parking Unit or a Base Unit individually.

Unit Owner: As defined in Section 3.2 of the Declaration. All references to a Unit Owner shall be deemed to include such Unit Owner's successors and assigns. Every Unit Owner shall be treated for all purposes as a single owner, irrespective of whether such ownership is joint, in common, or by a tenancy by the entirety.

Unit Owner Expense: shall have the meaning ascribed thereto in Section 6.1(d) of the Condominium By-Laws.

Unit Owner in Good Standing: as of any given date, a Unit Owner with respect to which no Event of Default has occurred and is continuing at the time in question.

Unsold Subdivided Base Unit: means, following a subdivision of the Base Unit, any Subdivided Base Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by the Base Unit Owner as the sponsor of an offering plan for the sale of Subdivided Base Units (in such capacity, "Subdivided Non-Tower Sponsor"), or its designees as the holder of one or more Unsold Subdivided Base Unit(s); any Subdivided Base Unit that is acquired, individually or collectively, by a principal of Subdivided Non-Tower Sponsor or a group of which Subdivided Non-Tower Sponsor or one or more of their principals is a member; or a Subdivided Base Unit that is acquired, individually or collectively, by either the holder of a Permitted Mortgage given by Declarant or Subdivided Non-Tower Sponsor or the designee of a holder of such a Permitted Mortgage.

Unsold Subdivided Base Unit Owner: The Unit Owner of any Unsold Subdivided Base Unit(s) from time to time.

Unsold Tower Unit: As defined in Section 8.1.2 of the Declaration.

Unsold Tower Unit Owner: The Unit Owner of any Unsold Tower Unit(s) from time to time.

Violation-Causing Board: shall have the meaning ascribed thereto in Section 9.2 of the Condominium By-Laws.

Violation-Causing Unit Owner: shall have the meaning ascribed thereto in Section 9.2 of the Condominium By-Laws.

Violations Notice: shall have the meaning ascribed thereto in Section 9.2 of the Condominium By-Laws.

Waiver Period: shall have the meaning ascribed in Section 6.1.7 of the Tower By-Laws.

Waiver Period Operating Expenses: As defined in Section 6.1.7 of the Tower By-Laws.

Work: shall have the meaning ascribed thereto in Section 6.7 of the Condominium By-Laws.

Working Capital: shall have the meaning ascribed thereto in Section 8.15 of the Tower By-Laws.

ZLDA: As defined in Section 1.5 of the Declaration.

Zoning Resolution: means the Zoning Resolution of the City of New York, effective as of December 15, 1961, as amended from time to time.

EXHIBIT D

RESIDENTIAL POWER OF ATTORNEY

_____

TO

THE TOWER BOARD OF WILLIAMSBURG WHARF CONDOMINIUM

AND

THE CONDOMINIUM BOARD OF WILLIAMSBURG WHARF CONDOMINIUM

AND

470 KENT AVE ASSOCIATES LLC

WILLIAMSBURG WHARF CONDOMINIUM

482 KENT AVENUE, BROOKLYN, NEW YORK 11249

UNIT _____

COUNTY: KINGS
BLOCK: 2134
LOT:

TOWER UNIT POWER OF ATTORNEY

Terms used in this Tower Unit Power of Attorney which are used (a) in the declaration (the "Declaration") submitted by 470 Kent Ave Associates LLC ("Declarant") establishing a plan for Condominium ownership of the premises known as Williamsburg Wharf Condominium and by the street number 482 Kent Avenue, Brooklyn, New York 11249 under Article 9-B of the Real Property Law of the State of New York, dated _____ __, 20__, and recorded in the Kings County Office of the Register of The City of New York on _____, 20__, in City File Register Number _____, or (b) in the By-Laws of the Condominium (the "By-Laws") attached to, and recorded together with, the Declaration, shall have the same meanings in this Power of Attorney as in the Declaration or the By-Laws.

The undersigned (the "Principal"), the owner of the Tower Unit (the "Unit") in Williamsburg Wharf Condominium which is (are) designated and described as Tower Unit No. _____ in the Declaration and also designated as Tax Lot _____, in Block ____ of the Borough of Brooklyn on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans, do(es) hereby nominate, constitute and appoint the persons who may from time to time constitute:

the Condominium Board of the Residential Section of the Condominium (hereinafter collectively referred to as "Tower Board"), true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Tower Board or in the name of their designee (corporate or otherwise), on behalf of all Tower Unit Owners, in accordance with such Unit Owners respective interests in the Common Elements, subject to the provisions of the By-Laws then in effect, (1)(a) following due authorization by a Majority of Tower Unit Owners, to acquire or lease any Tower Unit, together with its Appurtenant Interests, from any Tower Unit Owner desiring to sell, convey, transfer, assign, surrender or lease the same, (b) to acquire any Tower Unit, together with its Appurtenant Interests, from any Tower Unit Owner who elects to surrender the same pursuant to the By-Laws, and (c) following due authorization by a Majority of Tower Unit Owners, to acquire any Tower Unit, together with its Appurtenant Interests, which becomes the subject of a foreclosure or other similar sale, all on such terms and at such price or rental, as the case may be, as said attorneys-in-fact shall deem proper, in the name of the Tower Board or its designee, corporate or otherwise, on behalf of all Tower Unit Owners, and, after any such acquisition or leasing, to convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Tower Unit so acquired by them, or to sublease any Tower Unit so leased by them without the necessity of further authorization by the Tower Unit Owners, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present; (2) upon determination by the Tower Board, to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to Tower Units, including retaining counsel and taking any other actions which the Tower Board deems necessary or appropriate, and (3) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Residential Section and/or the Condominium, which the Tower Board, deems necessary or appropriate to comply with any ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning

Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Residential Section, (b) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Residential Section which the Tower Board deems necessary or appropriate or (c) following due authorization by any affected Tower Unit Owner(s), to the extent required in the Declaration and By-Laws, any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Condominium, the Residential Section or any of the Common Elements, in each case that the Tower Board deems necessary or appropriate.

The acts of a majority of such persons constituting the Tower Board shall constitute the acts of said attorneys-in-fact.

This Tower Unit Power of Attorney shall be irrevocable; and

B. the Condominium Board of the Condominium (hereinafter collectively referred to as "Condominium Board"), true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Condominium Board or in the name of their designee (corporate or otherwise), on behalf of all Unit Owners, in accordance with such Unit Owners respective interests in the Common Elements, subject to the provisions of the By-Laws then in effect, (1)(a) following due authorization by a Majority of Unit Owners, to acquire or lease any Unit, together with its Appurtenant Interests, from any Unit Owner desiring to sell, convey, transfer, assign, surrender or lease the same, (b) to acquire any Unit, together with its Appurtenant Interests, from any Unit Owner who elects to surrender the same pursuant to the By-Laws, and (c) following due authorization by a Majority of Unit Owners, to acquire any Unit, together with its Appurtenant Interests, which becomes the subject of a foreclosure or other similar sale, all on such terms and at such price or rental, as the case may be, as said attorneys-in-fact shall deem proper, in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, and, after any such acquisition or leasing, to convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Unit so acquired by them, or to sublease any Unit so leased by them without the necessity of further authorization by the Unit Owners, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present; (2) upon determination by the Condominium Board, to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to Units, including retaining counsel and taking any other actions which the Condominium Board deems necessary or appropriate, and (3) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the General Common Elements which the Condominium Board, with respect to the General Common Elements and the Tower Board with respect to the Residential Section, deems necessary or appropriate to comply with any ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Condominium, (b) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Condominium which the Condominium Board deems necessary or appropriate or (c) following due authorization by any affected Unit Owner(s) or the

Tower Board, in each case to the extent required in the By-Laws and Declaration, any consent any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Condominium, the Residential Section or any of the Common Elements, which the Condominium Board deems necessary or appropriate.

The acts of a majority of such persons constituting the Tower Board shall constitute the acts of said attorneys-in-fact.

This Tower Unit Power of Attorney shall be irrevocable; and

C. the **Declarant**, true and lawful attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, in the name of its designee (corporate or otherwise) but subject in all respects to the By-Laws and the Declaration then in effect, to execute an amendment to the Declaration, By-Laws and the Rules and Regulations of the Condominium or any permits, applications or documents required to undertake, perform or complete work to the Unsold Units or Common Elements by Declarant or obtain an amended certificate of occupancy therefor, or any of said documents when such amendment (i) shall be required to reflect any changes in Unsold Tower Units, Non-Tower Unit and/or the reapportionment of the Common Interests of the aforesaid Units resulting therefrom made by Declarant in accordance with the Declaration or (ii) shall be required by an (x)Permitted Mortgagee designated by Declarant to make a mortgage loan secured by a mortgage on any Unit, (y) any governmental agency having regulatory jurisdiction over the Condominium, or (z) any title insurance company selected by Declarant to insure title to any Unit, provided, however, that any amendment made pursuant to the terms of subdivision (a) or (b) of this paragraph shall not (i) change the Common Interest of the Undersigned's Unit, (ii) require a material or physical modification to the undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage held by a Permitted Mortgagee covering the undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) or the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment.

This Unit Power of Attorney shall be irrevocable.

Each Agent may act SEPARATELY.

This Unit Power of Attorney does not revoke any prior powers of attorney executed by the Principal.

IN WITNESS WHEREOF, the undersigned has/have executed this Power of Attorney as of the ___ day of _____, 20__.

PRINCIPAL signs here: =>_____

=>_____

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

On the _____ day in _____the year 20__ before me personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On the _____ day in _____the year 20__ before me personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public