Periodic Review Report (2024)

Sendero Verde Redevelopment Project – Parcel A
50 East 112th Street
New York, New York

May 29, 2024

Prepared for:

SV-A Owners LLC
Jonathan Rose Companies
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Prepared by:

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C. IC/EC Certification Form

Certifications

For each institutional or engineering control (IC/EC) identified for the Site, I certify that all the following statements are true:

- The inspection of the site to confirm the effectiveness of the ICs/ECs required by the remedial program was performed under my direction.
- The IC and/or EC employed at this site is unchanged from the date the control was put in place, or last approved by New York State Department of Environmental Conservation (NYSDEC).
- Nothing has occurred that would impair the ability of the control to protect the public health and environment.
- Nothing has occurred that would constitute a violation or failure to comply with any Site Management Plan for this control.
- Access to the site will continue to be provided to NYSDEC to evaluate the remedy, including access to evaluate the continued maintenance of this control.
- Use of the site is compliant with the environmental easement.
- The ECs systems are performing as designed and are effective.
- To the best of my knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program and generally accepted engineering practices.
- The information presented in this report is accurate and complete.
- No new information has come to my attention, including groundwater monitoring data from wells located at the site boundary, if any, to indicate that the assumptions made in the qualitative exposure assessment of off-site contamination are no longer valid.
- I certify that all information and statements in this certification form are true. I understand that a false statement made herein is punishable as a Class “A” misdemeanor, pursuant to Section 210.45 of the Penal Law. I, Noelle M. Clarke, P.E., of Roux Environmental Engineering and Geology, D.P.C., am certifying as Owner’s/Remedial Party’s Designated Site Representative for the site.”

Noelle Clarke, P.E.	May 29, 2024	
NYS Professional Engineer #072491	Date	Signature

1. Introduction

This Periodic Review Report ("PRR") documents post-remediation activities performed at the Sendero Verde Redevelopment Project – Parcel A, located at 50 East 112th Street, New York, New York (hereafter referred to as the "Site," Figure 1). The Site is managed under the New York State ("NYS") Brownfield Cleanup Program ("BCP") administered by New York State Department of Environmental Conservation ("NYSDEC") and was remediated in accordance with the Brownfield Cleanup Agreement ("BCA") Index # C231135-09-19, Site #C231135, which was issued on November 12, 2019.

BCA Amendment No. 1 was executed on September 15, 2021, to reflect the change in legal ownership of the Site from "the City of New York acting by and through its Department of Housing Preservation and Development" ("NYCHPD") to "Acacia Sendero Verde Housing Development Fund Company, Inc." (the "HDFC"). BCA Amendment No. 2 was executed on December 27, 2022 to (1) add the non-applicant, "SV-A Moderate Owners LLC," to the BCA as the beneficial and equitable owner of the BCP Site, pursuant to a Nominee Agreement with the HDFC Fee Owner of the BCP Site, and (2) add the existing Volunteer, "SV-A Owners LLC," to the BCA as a long-term lessee, pursuant to a Master Lease with the Beneficial Owner of the BCP Site, "SV-A Moderate Owners LLC.".

Portions of the Site that were not remediated to Track 1 Unrestricted Use contain residual contamination left after completion of the Remedial Action ("RA") performed under the BCP (Figure 3). Engineering Controls ("ECs") have been incorporated into the Site remedy to provide proper management of residual contamination in the future to ensure protection of public health and the environment. The Site Management Plan ("SMP"), dated December 2022, was approved by NYSDEC on December 29, 2022, and the Certificate of Completion ("COC") for the Site was received on December 29, 2022. A Site-specific Environmental Easement was recorded with the Office of the City Register of the City of New York New York ("City Registrar") on November 30, 2022, as City Register File Number ("CRFN"): 2022000437885, which provides an enforceable means to ensure the continued and proper management of residual contamination and protection of public health and the environment. The Environmental Easement and SMP are Institutional Controls (ICs).

Site Management activities, reporting, and EC/IC certification are scheduled on a certification period basis. The certification period for this PRR is December 29, 2022 to April 29, 2024. At the time of the required Site-wide inspection on March 29, 2024, the Site building was occupied by tenants and staff and any remaining construction activities occurring on-Site are limited to non-intrusive superstructure work.

2. Site Overview

This section includes a brief description of the Site and its history. A complete description of the Site's history, Remedial Investigation findings, and Remedial Action is presented in the following documents:

- *Phase I ESA, prepared by Roux, dated March 2018.*
- *Phase II ESA, prepared by Roux, dated June 2018.*
- *Amendment to the Phase II ESA, prepared by Roux, dated November 13, 2018.*
- *Waste Characterization Soil Sampling Letter Report, prepared by Roux, dated February 18, 2019.*
- *Interim Remedial Measure Work Plan, prepared by Roux, dated May 13, 2020.*
- *Supplemental Remedial Investigation Work Plan, prepared by Roux, dated July 21, 2020.*
- *Remedial Investigation Report (RIR) / Remedial Action Work Plan (RAWP), prepared by Roux, dated May 2021.*
- *Site Management Plan (SMP), prepared by Roux, dated December 2022.*
- *Final Engineering Report (FER), prepared by Roux, dated December 2022.*

2.1 Site Description

The Sendero Verde Redevelopment Project – Parcel A is defined, for the purposes of the BCP, as the area within the limits of the property boundary as shown on Figure 2. The Site is located at 50 East 112th Street, Manhattan, New York County, New York (Figure 1). The Site is defined as Block 1617, Lot 7503 on the New York County Tax Map. Following the adoption of a condominium plan to create a separate retail condominium, the base lot of the Site is now identified[1] as Block 1617, Lot 7503 on the New York Tax Map, with the Lot 7503 remaining under the ownership of the affiliates of the Volunteer.

The Site redevelopment included the construction of a 37-story building with a gross square footage of approximately 372,672 square feet. To date all ground-intrusive work has been completed which included remedial excavation and EC installation activities. The remaining construction activities performed on-Site are limited to non-intrusive building superstructure work. The property was remediated to combined Track 1 (Unrestricted), Track 2 (Residential/Restricted Residential), and Track 4 (Restricted Residential). Ongoing development activities at the Site are limited exclusively to non-remedial building superstructure work. A copy of the temporary Certificate of Occupancy issued for the Site on April 19, 2024, along with the condominium declaration and associated maps are provided in Appendix A.

2.2 Site History

Prior to redevelopment, the Site was a relatively flat and unpaved vacant lot surrounded by chain-link fence and was utilized as a community garden. Based on historic information, the Site appears to have been developed since at least 1924 with several Site buildings. Site building demolition began at least in 1975, and by 1991, all buildings at the Site were demolished. The subsequent garden structures were demolished by 2018. Portions of the surrounding property to the east (Sendero Redevelopment Project – Site B, NYSDEC Site No. C231128)

[1] Following adoption of a condominium plan, the City has revised the Tax map designation for the base lot of the property from Block 1617 Lot 120 to Block 1617, Lot 7503. Accordingly, Lot 7503 should be reflected on the future Institutional and Engineering Controls Certification Forms. Lot 7503 includes the following six individual condominium tax lots within the Sendero A Condominium (Condominium No. 03144): 1201, 1202, 1203, 1204, 1205, and 1206.

were identified as a laundromat (at least 1911 to 1979), paint stores (at least 1939 to 1968), a dry cleaner (1968), a printer (1920), a furrier (1920), a pharmacy (1947-1950), and a shoe sale/manufacturer (1920, 1923 and 1934).

2.3 Site Remediation Goals

As stated in the Final Engineering Report, the overall goals of the remedial action were to:

1. Prevent ingestion of groundwater containing contaminant levels exceeding drinking water standards.
2. Prevent contact with, or inhalation of, volatiles emanating from contaminated groundwater.
3. Remove the source of ground or surface water contamination.
4. Prevent ingestion/direct contact with contaminated soil.
5. Prevent inhalation of, or exposure to, contaminants volatilizing from contaminated soil.
6. Prevent migration of contaminants that would result in groundwater or surface water contamination.
7. Mitigate impacts to public health resulting from existing, or the potential for, soil vapor intrusion into buildings at the Site.

2.4 Site Remedial History

Below is a description of the RA as described in the NYSDEC-approved RAWP and FER.

1. A remedial design program was implemented to provide the details necessary for the construction, operation, optimization, maintenance, and monitoring of the remedial program. Green remediation principles and techniques implemented to the extent feasible in the design, implementation, and Site management of the remedy as per DER 31.
2. Installation of SOE as required by the New York City Department of Buildings (NYCDOB) to reach the proposed excavation depths, which is a critical component of the remedy.
3. Excavation and off-site disposal of all on-site soils which exceed unrestricted soil cleanup objectives (SCOs) as defined by 6 NYCRR Part 375-6.8 in the Track 1 areas of the site. Excavation and off-site disposal of all on-site soils which exceeded residential and/or restricted residential SCOs as defined by 6 NYCRR Part 375-6.8 in the upper 15 feet in the Track 2 areas of the Site. Where a Track 1 or Track 2 cleanup is achieved, a Cover System was not a required element of the remedy in those locations. Excavation and off-site disposal of all on-site soils which exceed restricted residential SCOs as defined by 6 NYCRR Part 375-6.8 in the upper 2 feet in the Track 4 portion of the site. Approximately 9,965.46 cubic yards (13,951.65 tons) of non-hazardous soil was excavated and removed from the Site.
4. Excavation and removal of two previously unknown underground storage tanks (USTs) (one 1,080-gallon #4 fuel oil USTs [UST UNREG-1] and one 3,000-gallon #4 fuel oil UST [UST UNREG-2]) encountered between February 7, 2020 and August 5, 2021, during implementation of the Interim Remedial Measure (IRM) and RA. These tanks were not previously registered under the New York City Fire Department (FDNY) or NYSDEC Petroleum Bulk Storage (PBS) databases. USTs encountered during implementation of the IRM and RA had no associated underground vent lines or product piping. No indications of petroleum product releases to the environment were observed during UST removal activities.
5. Clean fill meeting the requirements of 6 NYCRR Part 375-6.7(d) was brought in to replace the excavated soil and/or complete the backfilling of the excavation and establish the designed grades at the Site. Approximately 1,584.4 cubic yards of NYSDEC-approved backfill was imported to the Site.
6. Dewatering was implemented to facilitate remedial excavation. The extracted groundwater was treated on-Site prior to discharge to the municipal sewer. Approximately 730,000-gallons of groundwater was treated on-Site using a temporary on-Site settling tank and discharged to the combined sewer pursuant to a de-watering permit (permit No. C001254678) issued by the New York City Department of Environmental Protection (NYCDEP).

7. For the Track 4 area of the Site (i.e., small southern slab-on-grade area), a Site cover system was required to allow for Restricted Residential use. The Site cover system consists of a concrete building foundation with slab underside and associated vapor barrier/waterproofing serving as the demarcation layer. Any fill material imported to the Track 4 portion of the Site met the requirements for cover material as set forth in 6 NYCRR Part 375-6.7(d), that being virgin stone from a permitted quarry containing less than 10% material passing a No. 80 sieve, the use of which does not require chemical analytical testing.
8. As part of the remedy, a soil vapor intrusion evaluation was completed. The evaluation included a provision for implementing actions recommended to address exposures related to soil vapor intrusion.
9. Imposition of an institutional control in the form of an Environmental Easement for the portions of the Site that did not achieve a Track 1 unrestricted use cleanup or a Track 2 residential cleanup.
10. Establishment of a Site Management Plan (SMP) for all portions of the Site that did not achieve a Track 1 unrestricted use cleanup or a Track 2 residential use cleanup.

2.5 Engineering and Institutional Controls

Since contaminated soil remains beneath the Track 2 and Track 4 portions of the Site, ECs and ICs are required to protect human health and the environment.

The Controlled Property has one primary EC as follows:

- Site Cover System (Figure 4)

A series of ICs are in place to implement, maintain, and monitor the ECs. An Environmental Easement is in place and requires compliance with these ICs. These ICs consist of the following:

- The property may be used for restricted residential, commercial, or industrial use.
- All ECs must be operated and maintained as specified in the SMP.
- All ECs must be inspected and certified at a frequency and in a manner defined in the SMP.
- Use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the NYCDOHMH to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the NYSDEC.
- Groundwater and other environmental or public health monitoring must be performed as defined in the SMP.
- Data and information pertinent to Site Management must be reported at the frequency and in a manner defined in the SMP.
- All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP. The potential for vapor intrusion must be evaluated for any future buildings (excluding the buildings currently under construction at the time the SMP was issued) developed in the area within the IC boundaries noted on Figure 3, and appropriate actions to address exposures must be implemented. Vegetable gardens and farming are prohibited, with the exception of raised planting beds.
- Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP.
- Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP.
- Access to the site must be provided to agents, employees, or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by the Environmental Easement.

3. Remedy Performance and Effectiveness

This section details the Monitoring Plan activities currently implemented to evaluate the performance and effectiveness of the ECs in reducing or mitigating contamination at the Site.

3.1 Monitoring Plan Requirements

The table below outlines the Monitoring Plan components as detailed in the SMP, dated December 2022.

Site Identification:	**BCP Site No. C231135 Sendero Verde Redevelopment Project – Parcel A 50 East 112th Street, New York, New York**
Institutional and Engineering Controls for the Track 2 Restricted Residential and Track 4 Portions of the Site:	1. The property may be used for restricted residential, commercial, or industrial use.
	2. Compliance with the Environmental Easement by the Grantee and Grantee's successors and adherence to all elements of the SMP is required.
	3. All ECs must be operated and maintained as specified in the SMP.
	4. All ECs must be inspected and certified at a frequency and in a manner defined in the SMP.
	5. Use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the New York State Department of Health or the New York City Department of Health and Mental Hygiene to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the New York State Department of Environmental Conservation.
	6. Groundwater and other environmental or public health monitoring must be performed as defined in the SMP.
	7. Data and information pertinent to Site Management must be reported at the frequency and in a manner defined in the SMP.
	8. All future activities on the property that will disturb remaining contaminated material are prohibited unless they are conducted in accordance with the SMP. The potential for vapor intrusion must be evaluated for any future buildings (excluding the buildings that were under construction at the time the December 2022 SMP was approved by NYSDEC) developed in the area within the IC boundaries noted on Figure 3 and appropriate actions to address exposures must be implemented. Vegetable gardens and farming are prohibited, with the exception of raised planting beds.
	9. Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP.
	10. Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP.

Site Identification:	BCP Site No. C231135 Sendero Verde Redevelopment Project – Parcel A 50 East 112th Street, New York, New York
	11. Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by the Environmental Easement.
Engineering Controls for the Track 4 Portion of the Site	Cover System

Inspections	**Frequency**
Site Cover Inspection	Annually
Monitoring	**Frequency**
Not applicable	Not applicable
Maintenance	**Frequency**
As needed	As needed
Reporting	**Frequency**
Periodic Review Report	First report 16 months after COC is issued, then annually, until completion and documentation of all development-related construction, then every 3 years thereafter.

3.1.1 Site Cover System Monitoring

The Cover System for the Site consists of concrete building foundations, which are comprised of a crushed stone subbase and concrete foundation slab (Figure 4). This cover limits exposure to residual contaminated soil/fill. The composite cover system is a permanent control, and the existence, quality, and integrity of this system will be inspected annually for damage.

The Site cover system was monitored on March 29, 2024 during a Site inspection in accordance with the inspection schedule presented above.

3.1.2 Notifications

Notifications will be submitted by the property owner to the NYSDEC as needed for the following reasons:

- 60-day advance notice of any proposed changes in site use that are required under the terms of the BCA, 6 NYCRR Part 375, and/or Environmental Conservation Law.
- 7-day advance notice of any field activity associated with the remedial program.
- 15-day advance notice of any proposed ground-intrusive activities pursuant to the Excavation Work Plan.
- Notice within 48-hours of any damage or defect to the foundation, structures, or EC that reduces or has the potential to reduce the effectiveness of an EC and likewise any action to be taken to mitigate the damage or defect.
- Verbal notice by noon of the following day of any emergency, such as a fire, flood, or earthquake that reduces or has the potential to reduce the effectiveness of ECs in place at the Site, with written confirmation within 7 days that includes a summary of actions taken, or to be taken, and the potential impact to the environment and the public.

- Follow-up status reports on actions taken to respond to any emergency event requiring ongoing responsive action shall be submitted to the NYSDEC within 45 days and shall describe and document actions taken to restore the effectiveness of the ECs.

Any change in the ownership of the Site or the responsibility for implementing the SMP will include the following notifications:

- At least 60 days prior to the change, the NYSDEC will be notified in writing of the proposed change. This will include a certification that the prospective purchaser has been provided with a copy of the BCA, and all approved work plans and reports, including the SMP.
- Within 15 days after the transfer of all or part of the Site, the new owner's name, contact representative, and contact information will be confirmed in writing.

3.2. Monitoring Plan Results

The following sections describe the results of the Monitoring Program for the certification period.

3.2.1 Site Cover System Monitoring Results

The Site cover system was monitored in accordance with the inspection schedule. At the time of the inspection, all concrete building foundations appeared to be in good condition. Site inspection forms completed on March 29, 2024 and a photographic log documenting Site conditions at the time of the inspection are included as Appendix B.

3.3 IC/EC Certification

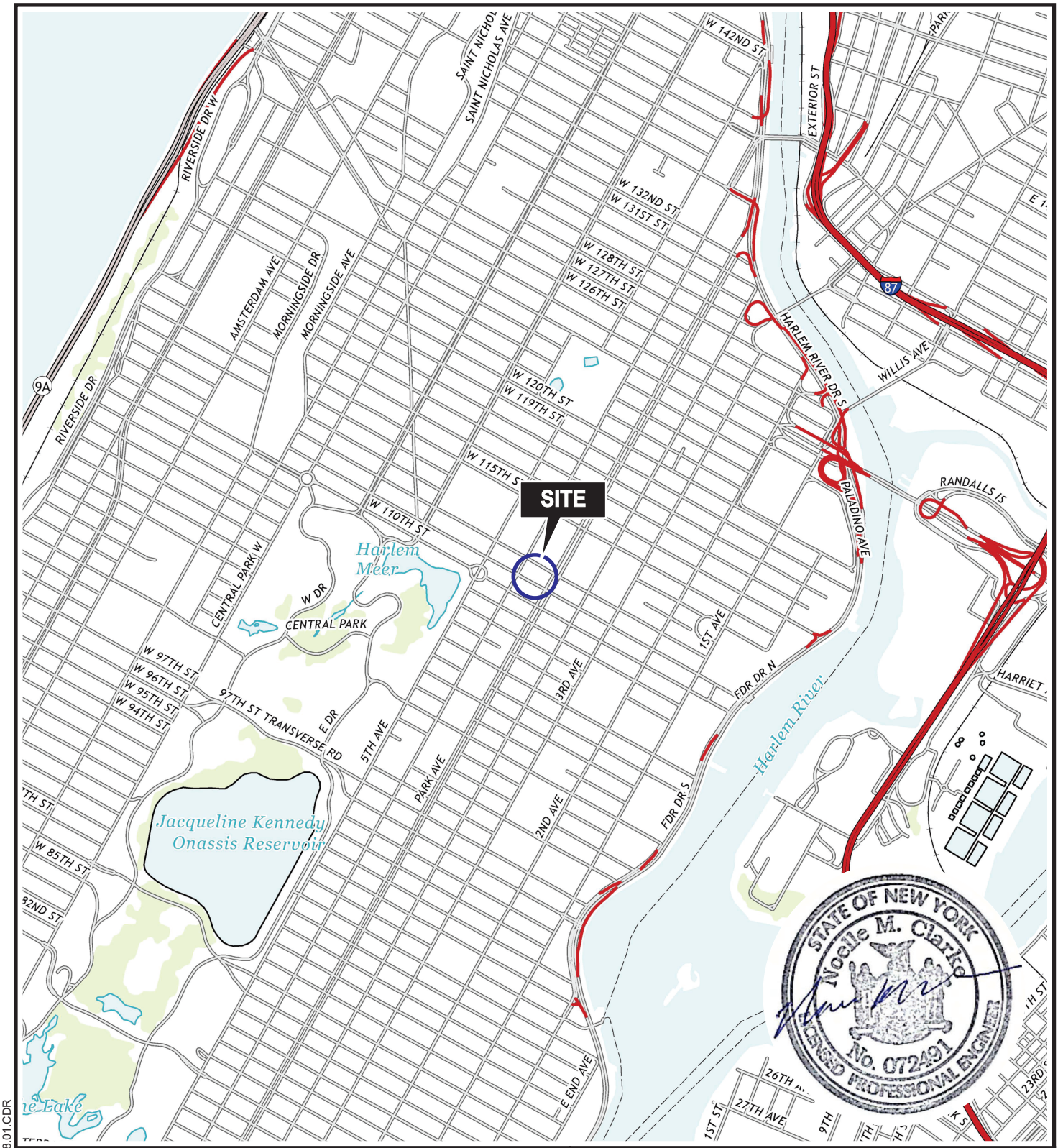
IC/ECs established for the Site in accordance with the SMP include a Site cover system and an environmental easement. The Site cover system includes concrete building foundations. The cover is currently in place and protective of public health and the environment. An IC/EC Certification Form for the controls that are currently in place is included as Appendix C.

4. Conclusions and Recommendations

The ICs and ECs are performing as designed, are effective, and are compliant with specifications described in the SMP. No changes to the Site Management Plan are recommended at this time.

FIGURES

1. Site Location Map
2. Site Layout Map
3. Institutional Control Boundaries
4. Site Cover System



QUADRANGLE LOCATION

SOURCE:
USGS; 2013, Central Park, NY
7.5 Minute Topographic Quadrangle

N

0 2000’

Title:

SITE LOCATION MAP

SENDERO VERDE
REDEVELOPMENT PROJECT - PARCEL A

Prepared for:

SV-A OWNERS LLC

ROUX

Compiled by: B.V.	Date: 28MAY24	FIGURE
Prepared by: G.M.	Scale: AS SHOWN	1
Project Mgr: N.C.	Project: 2984.0002Y002	
File: 2984.0002Y158.01.CDR		

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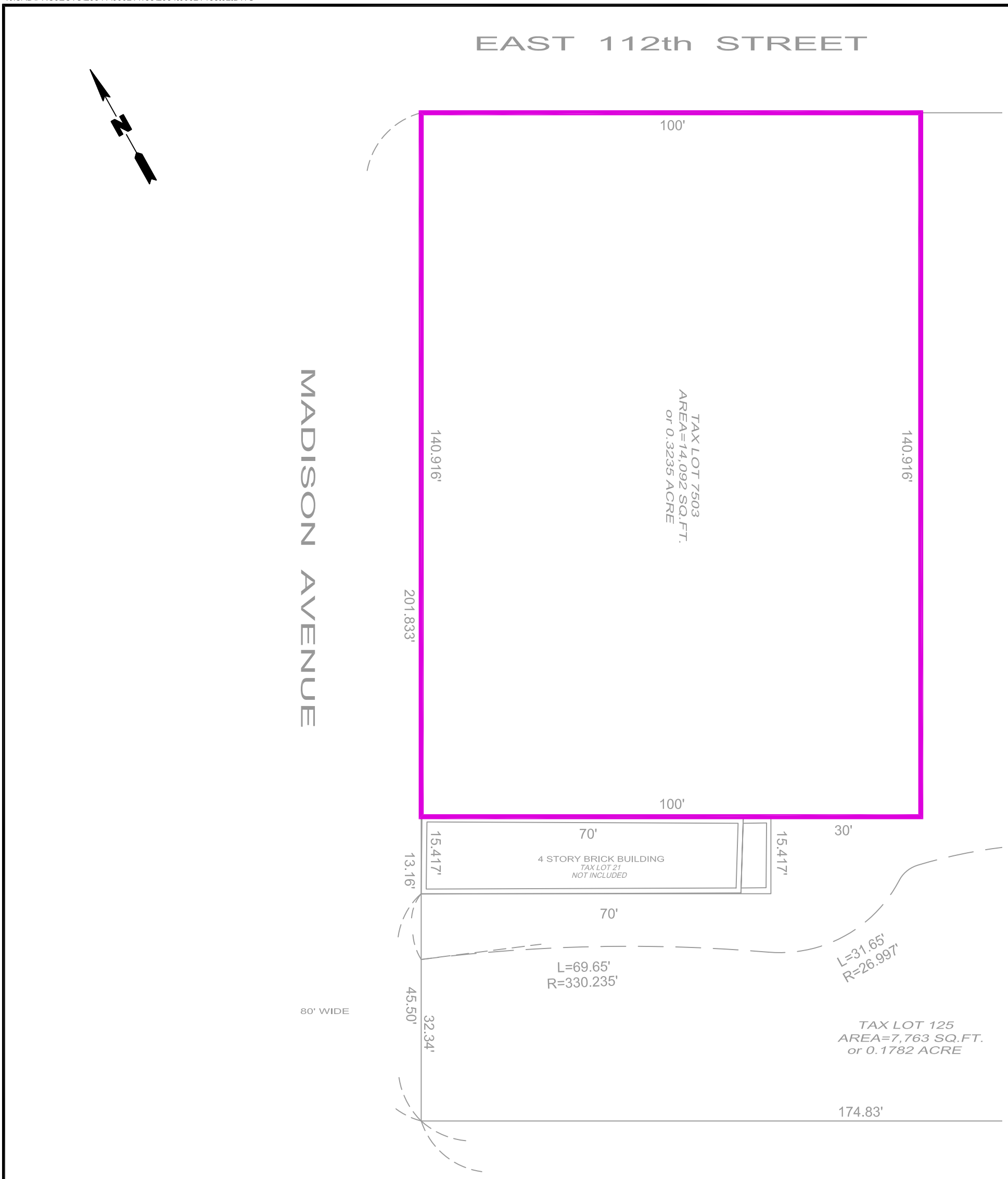


LEGEND

BCP SITE BOUNDARY

NOTES

1. BASEMAP ADAPTED FROM SURVEY NO. 65967–2 PREPARED BY MONTROSE SURVEYING CO., LLP, DATED FEBRUARY 1, 2019.
2. THE BUILDING FOOTPRINT COVERS THE ENTIRE BCP SITE.

20' 0 20'

STATE OF NEW YORK Noelle M. Clarke No. 072481 LICENSED PROFESSIONAL ENGINEER 12/21/22

Title:

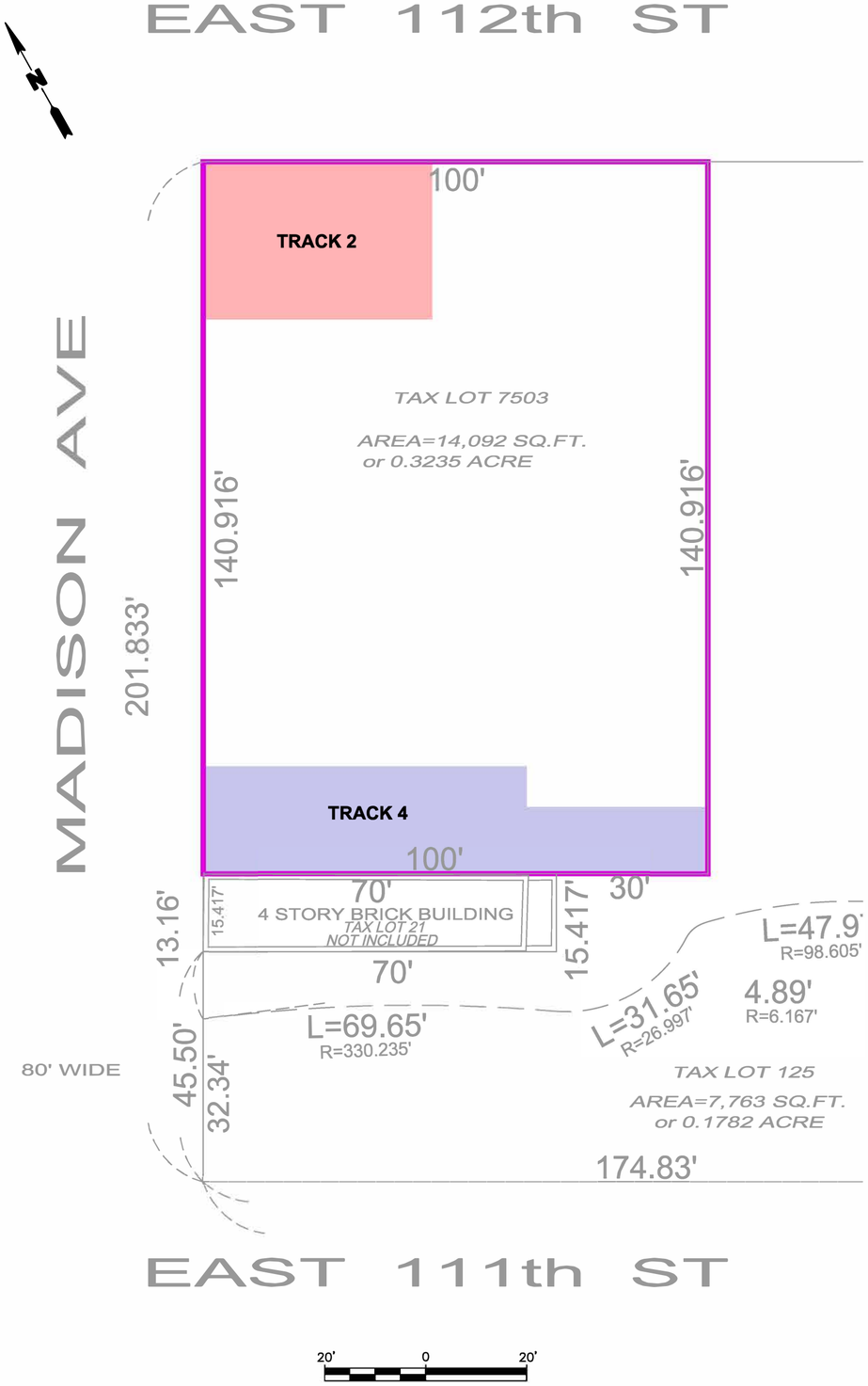
SITE LAYOUT MAP

SENDERO VERDE
REDEVELOPMENT PROJECT - PARCEL A

Prepared for

SV-A OWNERS LLC

ROUX	Compiled by: B.V.	Date: 12DEC22	FIGURE 2
	Prepared by: B.H.C.	Scale: AS SHOWN	
	Project Mgr: B.V.	Project: 2984.0002Y002	
	File: 2984.0002Y158.02.DWG		



LEGEND

	BCP SITE BOUNDARY
NYSDEC	NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
BCP	BROWNFIELD CLEANUP PROGRAM
	TRACK 4 – RESTRICTED RESIDENTIAL
	TRACK 2 – RESTRICTED RESIDENTIAL

NOTE

1. BASEMAP ADAPTED FROM SURVEY NO. 65967–2 PREPARED BY MONTROSE SURVEYING CO., LLP, DATED FEBRUARY 1, 2019.
2. THE BUILDING FOOTPRINT COVERS THE ENTIRE BCP SITE.
3. SEE APPENDIX A FOR ENVIRONMENTAL EASEMENT SURVEY.

STATE OF NEW YORK
NICOLE M. CIOFFI
No. 072820
LICENSED PROFESSIONAL ENGINEER
12/21/22

NO.	DATE	REVISION DESCRIPTION	INT.

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209 SHAFTER STREET ISLANDIA NEW YORK 11749
(631) 232-2600

PROJECT NAME:
SENDERO VERDE
REDEVELOPMENT PROJECT - PARCEL A

PROJECT FOR:
SV-A OWNERS LLC

TITLE:
INSTITUTIONAL CONTROL BOUNDARIES

FIGURE
3

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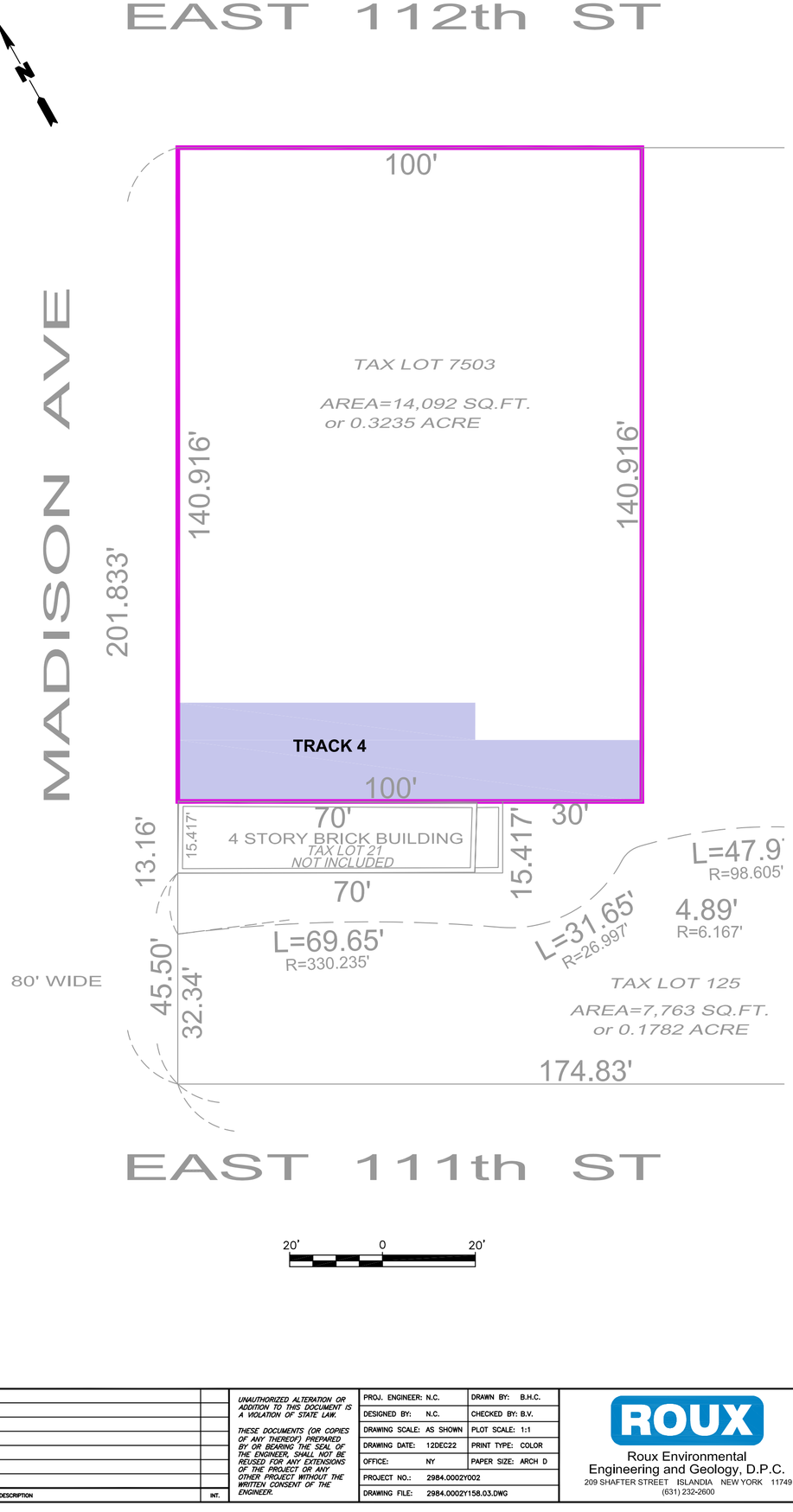

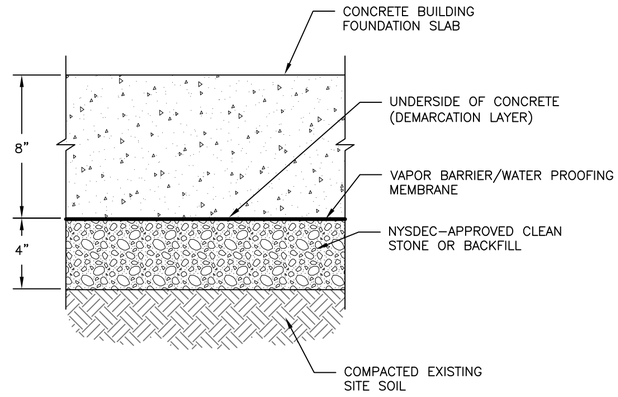

1 AS–BUILT SITE COVER SYSTEM: CONCRETE BUILDING FOUNDATION

SCALE: NOT TO SCALE

LEGEND

	BCP SITE BOUNDARY
NYSDEC	NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
BCP	BROWNFIELD CLEANUP PROGRAM
	TRACK 4 – LIMITS OF SITE COVER SYSTEM COMPRISED OF CONCRETE BUILDING FOUNDATION AND SUB–BASE AGGREGATE BACKFILL. SEE DETAIL 1.

NOTE

1. BASEMAP ADAPTED FROM SURVEY NO. 65967–2 PREPARED BY MONTROSE SURVEYING CO., LLP, DATED FEBRUARY 1, 2019.
2. THE BUILDING FOOTPRINT COVERS THE ENTIRE BCP SITE.

STATE OF NEW YORK
NOELLE M. CORR
No. 070434
LICENSED PROFESSIONAL ENGINEER
12/19/22

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DRAWING DATE:	12DEC22	PRINT TYPE:	COLOR
OFFICE:	NY	PAPER SIZE:	ARCH D
PROJECT NO.:	2984.0002Y002		
DRAWING FILE:	2984.0002Y158.03.DWG		

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Roux Environmental Engineering and Geology, D.P.C.
209 SHAFTER STREET ISLANDIA NEW YORK 11749
(631) 232-2600

PROJECT NAME:
SENDERO VERDE
REDEVELOPMENT PROJECT - PARCEL A

PROJECT FOR:
SV-A OWNERS LLC

TITLE:
SITE COVER SYSTEM

FIGURE
4

I:\CAD\PROJECTS\2984\Y\002Y\158\2984.0002Y158.03.DWG

APPENDICES

A. Temporary Certificate of Occupancy and Condominium Declaration/Maps

B. Site Inspection Monitoring Forms and Photographic Log

C. IC/EC Certification Form

APPENDIX A

Temporary Certificate of Occupancy and Condominium Declaration/Maps

NYC Buildings

Certificate of Occupancy

CO Number:1090697-0000001

This certifies that the premises described herein conforms substantially to the approved plans and specifications and to the requirements of all applicable laws, rules and regulations for the uses and occupancies specified.No change of use or occupancy shall be made unless a new Certificate of Occupancy is issued.*This document or a copy shall be available for inspection at the building at all reasonable times.*

A.

Borough: MANHATTAN	**Block Number:** 1617	**Full Building Certificate Type:**
Address: 50 EAST 112 STREET	**Lot Number(s):** 120	Temporary
Building Identification	**Additional Lot Number(s):**	**Date Issued:** 04/19/2024
Number(BIN): 1090697	**Application Type:** NB - NEW BUILDING	

This building is subject to this Building Code: 2014

This Certificate of Occupancy is associated with job# 121188491-01

B.

Construction Classification: I-B: 2 HOUR PROTECTED - NON-COMBUST

Building Occupancy Group classification: R-2 - RESIDENTIAL: APARTMENT HOUSES

Multiple Dwelling Law Classification: HAEA

No.of stories: 34	**Height in feet:** 398	**No.of dwelling units:** 348

C.

Fire Protection Equipment: Fire Alarm System, Sprinkler System, Standpipe System

D.

Parking Spaces and Loading Berths:

Open Parking Spaces: 0

Enclosed Parking Spaces: 0

Total Loading Berths: Not available

E.

This Certificate is issued with the following legal limitations:

Restrictive Declaration: None

Zoning Exhibit: 2019000219194, 2019000219195, 2019000219196, 2019000219197

BSA Calendar Number(s): None

CPC Calendar Number(s): C170363HAM, C170365ZSM, C170366ZSM, C170367ZSM

Borough Comments:

Borough Commissioner

Commissioner

James S. Oddo

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NYC Buildings

Permissible Use and Occupancy

FLOOR	Occ Group	Max. Persons Permitted	Live Loads (lbs per sq ft)	Zoning Use Group	Dwelling or Rooming Units	Job Reference	Certificate of Occupancy Type	CO Expiration Date
Cellar	R-2	36	OG	2B		121188491	Temporary	07/18/2024
Description of Use:	Apartment House IT ROOM, SWITCHGEAR ROOM, ELECTRICAL ROOM, PUMP ROOM, ELEVATOR MACHINE ROOM, SECURITY TOOM, SANITARY ROOM, ATS FA ROOM, BUILDING STORAGE, SUPER'S OFFICE, BREAK ROOM, LOCKER ROOMS, CLOSET					Exceptions:		
Cellar	F-2	10	OG	2B		121188491	Temporary	07/18/2024
Description of Use:	Low-Hazard: Manufacturing WORKSHOP					Exceptions:		
Floor 1	R-2	N/A	100	2B		121188491	Temporary	07/18/2024
Description of Use:	Apartment House RESIDENTIAL LOBBY, MAIL ROOM					Exceptions:		
Floor 1	R-2	16	100	2B		121188491	Temporary	07/18/2024
Description of Use:	Apartment House ACCESSORY OFFICES, COMPACTOR ROOM, RECYCLING ROOM, TRASH ROOM, GAS METER ROOM, BICYCLE STORAGE (1189 SF, 180 SPACES)					Exceptions:		
Mezzanine - 1	R-2	N/A	100	2B		121188491	Temporary	07/18/2024
Description of Use:	Apartment House STAIR TRANSFER					Exceptions:		
Floor 4	R-2	181	100	2B		121188491	Temporary	07/18/2024
Description of Use:	Apartment House ACCESSORY TENANT FITNESS ROOM, TENANT PASSIVE RECREATION TERRACE, MECHANICAL ROOMS AND TERRACES, TENANT LOUNGE, STORAGE ROOM, TENANT LAUNDRY ROOM, TENANT LIBRARY AND READING ROOM					Exceptions:		

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NYC Buildings

Permissible Use and Occupancy

FLOOR	Occ Group	Max. Persons Permitted	Live Loads (lbs per sq ft)	Zoning Use Group	Dwelling or Rooming Units	Job Reference	Certificate of Occupancy Type	CO Expiration Date
Floor 5	R-2	N/A	40	2A	12	121188491	Temporary	07/18/2024
Description of Use:	Apartment House TWELVE (12) CLASS 'A' DWELLING UNITS EACH STORY					Exceptions:		
Floor 5	R-2	3	100	2B		121188491	Temporary	07/18/2024
Description of Use:	Apartment House ELECTRICAL ROOMS, MECHANICAL BALCONY					Exceptions:		
Floor 6	R-2	3	100	2B		121188491	Temporary	07/18/2024
Description of Use:	Apartment House ELECTRICAL ROOMS, MECHANICAL BALCONY					Exceptions:		
Floor 6	R-2	N/A	40	2A	12	121188491	Temporary	07/18/2024
Description of Use:	Apartment House TWELVE (12) CLASS 'A' DWELLING UNITS EACH STORY					Exceptions:		
Floor 7	R-2	3	100	2B		121188491	Temporary	07/18/2024
Description of Use:	Apartment House ELECTRICAL ROOMS, MECHANICAL BALCONY					Exceptions:		
Floor 7	R-2	N/A	40	2A	12	121188491	Temporary	07/18/2024
Description of Use:	Apartment House TWELVE (12) CLASS 'A' DWELLING UNITS EACH STORY					Exceptions:		

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NYC Buildings

Permissible Use and Occupancy

FLOOR	Occ Group	Max. Persons Permitted	Live Loads (lbs per sq ft)	Zoning Use Group	Dwelling or Rooming Units	Job Reference	Certificate of Occupancy Type	CO Expiration Date
Floor 8	R-2	3	100	2B		121188491	Temporary	07/18/2024
Description of Use:	Apartment House ELECTRICAL ROOMS, MECHANICAL BALCONY					Exceptions:		
Floor 8	R-2	N/A	40	2A	12	121188491	Temporary	07/18/2024
Description of Use:	Apartment House TWELVE (12) CLASS 'A' DWELLING UNITS EACH STORY					Exceptions:		
Floor 9	R-2	N/A	40	2A	12	121188491	Temporary	07/18/2024
Description of Use:	Apartment House TWELVE (12) CLASS 'A' DWELLING UNITS EACH STORY					Exceptions:		
Floor 9	R-2	3	100	2B		121188491	Temporary	07/18/2024
Description of Use:	Apartment House ELECTRICAL ROOMS, MECHANICAL BALCONY					Exceptions:		
Floor 10	R-2	N/A	40	2A	12	121188491	Temporary	07/18/2024
Description of Use:	Apartment House TWELVE (12) CLASS 'A' DWELLING UNITS EACH STORY					Exceptions:		
Floor 10	R-2	3	100	2B		121188491	Temporary	07/18/2024
Description of Use:	Apartment House ELECTRICAL ROOMS, MECHANICAL BALCONY					Exceptions:		

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NYC Buildings

Permissible Use and Occupancy

FLOOR	Occ Group	Max. Persons Permitted	Live Loads (lbs per sq ft)	Zoning Use Group	Dwelling or Rooming Units	Job Reference	Certificate of Occupancy Type	CO Expiration Date
Floor 11	R-2	N/A	40	2A	12	121188491	Temporary	07/18/2024
Description of Use:	Apartment House TWELVE (12) CLASS 'A' DWELLING UNITS EACH STORY					Exceptions:		
Floor 11	R-2	3	100	2B		121188491	Temporary	07/18/2024
Description of Use:	Apartment House ELECTRICAL ROOMS, MECHANICAL BALCONY					Exceptions:		
Floor 12	R-2	N/A	40	2A	12	121188491	Temporary	07/18/2024
Description of Use:	Apartment House TWELVE (12) CLASS 'A' DWELLING UNITS EACH STORY					Exceptions:		
Floor 12	R-2	3	100	2B		121188491	Temporary	07/18/2024
Description of Use:	Apartment House ELECTRICAL ROOMS, MECHANICAL BALCONY					Exceptions:		
Floor 13	R-2	N/A	40	2A	12	121188491	Temporary	07/18/2024
Description of Use:	Apartment House TWELVE (12) CLASS 'A' DWELLING UNITS EACH STORY					Exceptions:		
Floor 13	R-2	3	100	2B		121188491	Temporary	07/18/2024
Description of Use:	Apartment House ELECTRICAL ROOMS, MECHANICAL BALCONY					Exceptions:		

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NYC Buildings

Permissible Use and Occupancy

FLOOR	Occ Group	Max. Persons Permitted	Live Loads (lbs per sq ft)	Zoning Use Group	Dwelling or Rooming Units	Job Reference	Certificate of Occupancy Type	CO Expiration Date
Floor 14	R-2	N/A	40	2A	12	121188491	Temporary	07/18/2024
Description of Use:	Apartment House TWELVE (12) CLASS 'A' DWELLING UNITS EACH STORY					Exceptions:		
Floor 14	R-2	3	100	2B		121188491	Temporary	07/18/2024
Description of Use:	Apartment House ELECTRICAL ROOMS, MECHANICAL BALCONY					Exceptions:		
Floor 15	R-2	3	100	2B		121188491	Temporary	07/18/2024
Description of Use:	Apartment House ELECTRICAL ROOMS, MECHANICAL BALCONY					Exceptions:		
Floor 15	R-2	N/A	40	2A	12	121188491	Temporary	07/18/2024
Description of Use:	Apartment House TWELVE (12) CLASS 'A' DWELLING UNITS EACH STORY					Exceptions:		
Floor 16	R-2	N/A	40	2A	12	121188491	Temporary	07/18/2024
Description of Use:	Apartment House TWELVE (12) CLASS 'A' DWELLING UNITS EACH STORY					Exceptions:		
Floor 16	R-2	3	100	2B		121188491	Temporary	07/18/2024
Description of Use:	Apartment House ELECTRICAL ROOMS, MECHANICAL BALCONY					Exceptions:		

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NYC Buildings

Permissible Use and Occupancy

FLOOR	Occ Group	Max. Persons Permitted	Live Loads (lbs per sq ft)	Zoning Use Group	Dwelling or Rooming Units	Job Reference	Certificate of Occupancy Type	CO Expiration Date
Floor 17	R-2	N/A	40	2A	12	121188491	Temporary	07/18/2024
Description of Use:	Apartment House TWELVE (12) CLASS 'A' DWELLING UNITS EACH STORY					Exceptions:		
Floor 17	R-2	3	100	2B		121188491	Temporary	07/18/2024
Description of Use:	Apartment House ELECTRICAL ROOMS, MECHANICAL BALCONY					Exceptions:		
Floor 18	R-2	3	100	2B		121188491	Temporary	07/18/2024
Description of Use:	Apartment House ELECTRICAL ROOMS, MECHANICAL BALCONY					Exceptions:		
Floor 18	R-2	N/A	40	2A	12	121188491	Temporary	07/18/2024
Description of Use:	Apartment House TWELVE (12) CLASS 'A' DWELLING UNITS EACH STORY					Exceptions:		
Floor 19	R-2	N/A	40	2A	12	121188491	Temporary	07/18/2024
Description of Use:	Apartment House TWELVE (12) CLASS 'A' DWELLING UNITS EACH STORY					Exceptions:		
Floor 19	R-2	3	100	2B		121188491	Temporary	07/18/2024
Description of Use:	Apartment House ELECTRICAL ROOMS, MECHANICAL BALCONY					Exceptions:		

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NYC Buildings

Permissible Use and Occupancy

FLOOR	Occ Group	Max. Persons Permitted	Live Loads (lbs per sq ft)	Zoning Use Group	Dwelling or Rooming Units	Job Reference	Certificate of Occupancy Type	CO Expiration Date
Floor 20	R-2	3	100	2B		121188491	Temporary	07/18/2024
Description of Use:	Apartment House ELECTRICAL ROOMS, MECHANICAL BALCONY					Exceptions:		
Floor 20	R-2	N/A	40	2A	12	121188491	Temporary	07/18/2024
Description of Use:	Apartment House TWELVE (12) CLASS 'A' DWELLING UNITS EACH STORY					Exceptions:		
Floor 21	R-2	N/A	40	2A	12	121188491	Temporary	07/18/2024
Description of Use:	Apartment House TWELVE (12) CLASS 'A' DWELLING UNITS EACH STORY					Exceptions:		
Floor 21	R-2	3	100	2B		121188491	Temporary	07/18/2024
Description of Use:	Apartment House ELECTRICAL ROOMS, MECHANICAL BALCONY					Exceptions:		
Floor 22	R-2	3	100	2B		121188491	Temporary	07/18/2024
Description of Use:	Apartment House ELECTRICAL ROOMS, MECHANICAL BALCONY					Exceptions:		
Floor 22	R-2	N/A	40	2A	12	121188491	Temporary	07/18/2024
Description of Use:	Apartment House TWELVE (12) CLASS 'A' DWELLING UNITS EACH STORY					Exceptions:		

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NYC Buildings

Permissible Use and Occupancy

FLOOR	Occ Group	Max. Persons Permitted	Live Loads (lbs per sq ft)	Zoning Use Group	Dwelling or Rooming Units	Job Reference	Certificate of Occupancy Type	CO Expiration Date
Floor 23	R-2	3	100	2B		121188491	Temporary	07/18/2024
Description of Use:	Apartment House ELECTRICAL ROOMS, MECHANICAL BALCONY					Exceptions:		
Floor 23	R-2	N/A	40	2A	12	121188491	Temporary	07/18/2024
Description of Use:	Apartment House TWELVE (12) CLASS 'A' DWELLING UNITS EACH STORY					Exceptions:		
Floor 24	R-2	3	100	2B		121188491	Temporary	07/18/2024
Description of Use:	Apartment House ELECTRICAL ROOMS, MECHANICAL BALCONY					Exceptions:		
Floor 24	R-2	N/A	40	2A	12	121188491	Temporary	07/18/2024
Description of Use:	Apartment House TWELVE (12) CLASS 'A' DWELLING UNITS EACH STORY					Exceptions:		
Floor 25	R-2	3	100	2B		121188491	Temporary	07/18/2024
Description of Use:	Apartment House ELECTRICAL ROOMS, MECHANICAL BALCONY					Exceptions:		
Floor 25	R-2	N/A	40	2A	12	121188491	Temporary	07/18/2024
Description of Use:	Apartment House TWELVE (12) CLASS 'A' DWELLING UNITS EACH STORY					Exceptions:		

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NYC Buildings

Permissible Use and Occupancy

FLOOR	Occ Group	Max. Persons Permitted	Live Loads (lbs per sq ft)	Zoning Use Group	Dwelling or Rooming Units	Job Reference	Certificate of Occupancy Type	CO Expiration Date
Floor 26	R-2	3	100	2B		121188491	Temporary	07/18/2024
Description of Use:	Apartment House ELECTRICAL ROOMS, MECHANICAL BALCONY					Exceptions:		
Floor 26	R-2	N/A	40	2A	12	121188491	Temporary	07/18/2024
Description of Use:	Apartment House TWELVE (12) CLASS 'A' DWELLING UNITS EACH STORY					Exceptions:		
Floor 27	R-2	3	100	2B		121188491	Temporary	07/18/2024
Description of Use:	Apartment House ELECTRICAL ROOMS, MECHANICAL BALCONY					Exceptions:		
Floor 27	R-2	N/A	40	2A	12	121188491	Temporary	07/18/2024
Description of Use:	Apartment House TWELVE (12) CLASS 'A' DWELLING UNITS EACH STORY					Exceptions:		
Floor 28	R-2	N/A	40	2A	12	121188491	Temporary	07/18/2024
Description of Use:	Apartment House TWELVE (12) CLASS 'A' DWELLING UNITS EACH STORY					Exceptions:		
Floor 28	R-2	3	100	2B		121188491	Temporary	07/18/2024
Description of Use:	Apartment House ELECTRICAL ROOMS, MECHANICAL BALCONY					Exceptions:		

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NYC Buildings

Permissible Use and Occupancy

FLOOR	Occ Group	Max. Persons Permitted	Live Loads (lbs per sq ft)	Zoning Use Group	Dwelling or Rooming Units	Job Reference	Certificate of Occupancy Type	CO Expiration Date
Floor 29	R-2	N/A	40	2A	12	121188491	Temporary	07/18/2024
Description of Use:	Apartment House TWELVE (12) CLASS 'A' DWELLING UNITS EACH STORY					Exceptions:		
Floor 29	R-2	3	100	2B		121188491	Temporary	07/18/2024
Description of Use:	Apartment House ELECTRICAL ROOMS, MECHANICAL BALCONY					Exceptions:		
Floor 30	R-2	N/A	40	2A	12	121188491	Temporary	07/18/2024
Description of Use:	Apartment House TWELVE (12) CLASS 'A' DWELLING UNITS EACH STORY					Exceptions:		
Floor 30	R-2	3	100	2B		121188491	Temporary	07/18/2024
Description of Use:	Apartment House ELECTRICAL ROOMS, MECHANICAL BALCONY					Exceptions:		
Floor 31	R-2	N/A	40	2A	12	121188491	Temporary	07/18/2024
Description of Use:	Apartment House TWELVE (12) CLASS 'A' DWELLING UNITS EACH STORY					Exceptions:		
Floor 31	R-2	3	100	2B		121188491	Temporary	07/18/2024
Description of Use:	Apartment House ELECTRICAL ROOMS, MECHANICAL BALCONY					Exceptions:		

DOCUMENT CONTINUES ON NEXT PAGE

NYC Buildings

Permissible Use and Occupancy

FLOOR	Occ Group	Max. Persons Permitted	Live Loads (lbs per sq ft)	Zoning Use Group	Dwelling or Rooming Units	Job Reference	Certificate of Occupancy Type	CO Expiration Date
Floor 32	R-2	N/A	40	2A	12	121188491	Temporary	07/18/2024
Description of Use:	Apartment House TWELVE (12) CLASS 'A' DWELLING UNITS EACH STORY					Exceptions:		
Floor 32	R-2	3	100	2B		121188491	Temporary	07/18/2024
Description of Use:	Apartment House ELECTRICAL ROOMS, MECHANICAL BALCONY					Exceptions:		
Floor 33	R-2	3	100	2B		121188491	Temporary	07/18/2024
Description of Use:	Apartment House ELECTRICAL ROOMS, MECHANICAL BALCONY					Exceptions:		
Floor 33	R-2	N/A	40	2A	12	121188491	Temporary	07/18/2024
Description of Use:	Apartment House TWELVE (12) CLASS 'A' DWELLING UNITS EACH STORY					Exceptions:		
Floor 34	R-2	28	100	2B		121188491	Temporary	07/18/2024
Description of Use:	Apartment House BOILER ROOM, MECHANICAL ROOM, MECHANICAL TERRACE					Exceptions:		
Floor 35	R-2	11	100	2B		121188491	Temporary	07/18/2024
Description of Use:	Apartment House MECHANICAL ROOM, MECHANICAL TERRACE					Exceptions:		

DOCUMENT CONTINUES ON NEXT PAGE

NYC Buildings

Permissible Use and Occupancy

FLOOR	Occ Group	Max. Persons Permitted	Live Loads (lbs per sq ft)	Zoning Use Group	Dwelling or Rooming Units	Job Reference	Certificate of Occupancy Type	CO Expiration Date
Roof	R-2	3	100	2B		121188491	Temporary	07/18/2024

Description of Use:	Apartment House MECHANICAL ROOM, EMR	Exceptions:

CofO Comments: THESE PREMISES HAVE BEEN DECLARED TO BE SUBJECT TO THE PROVISIONS OF ZONING RESOLUTION SECTION 12-10 AS TO ZONING LOT OWNERSHIP AS FILED WITH THE CITY REGISTER'S OFFICE, CRFN: 2019000219194, 2019000219195, 2019000219196, 2019000219197. CPC APPROVALS UNDER C 170361 ZMM, N 170362 ZRM, C 170363 HAM , C 170364 PQM, C170365 ZSM, C 170366 ZSM, C 170367 ZSM, N 170368 ZCM. BUILDING CONTAINS 348 INCOME-RESTRICTED HOUSING UNITS AS DEFINED BY ZR 12-10. CERTIFICATE OF OCCUPANCY MAY BE AMENDED OR SUPERSEDED TO RELECT THAT THE BUILDING MAY CONTAIN OTHER THAN INCOME-RESTRICTED HOUSING UNITS ONLY IN ACCORDANCE WITH THE PROVISIONS OF THE ZONING RESOLUTION.

Borough Commissioner

Commissioner

James S. Oddo

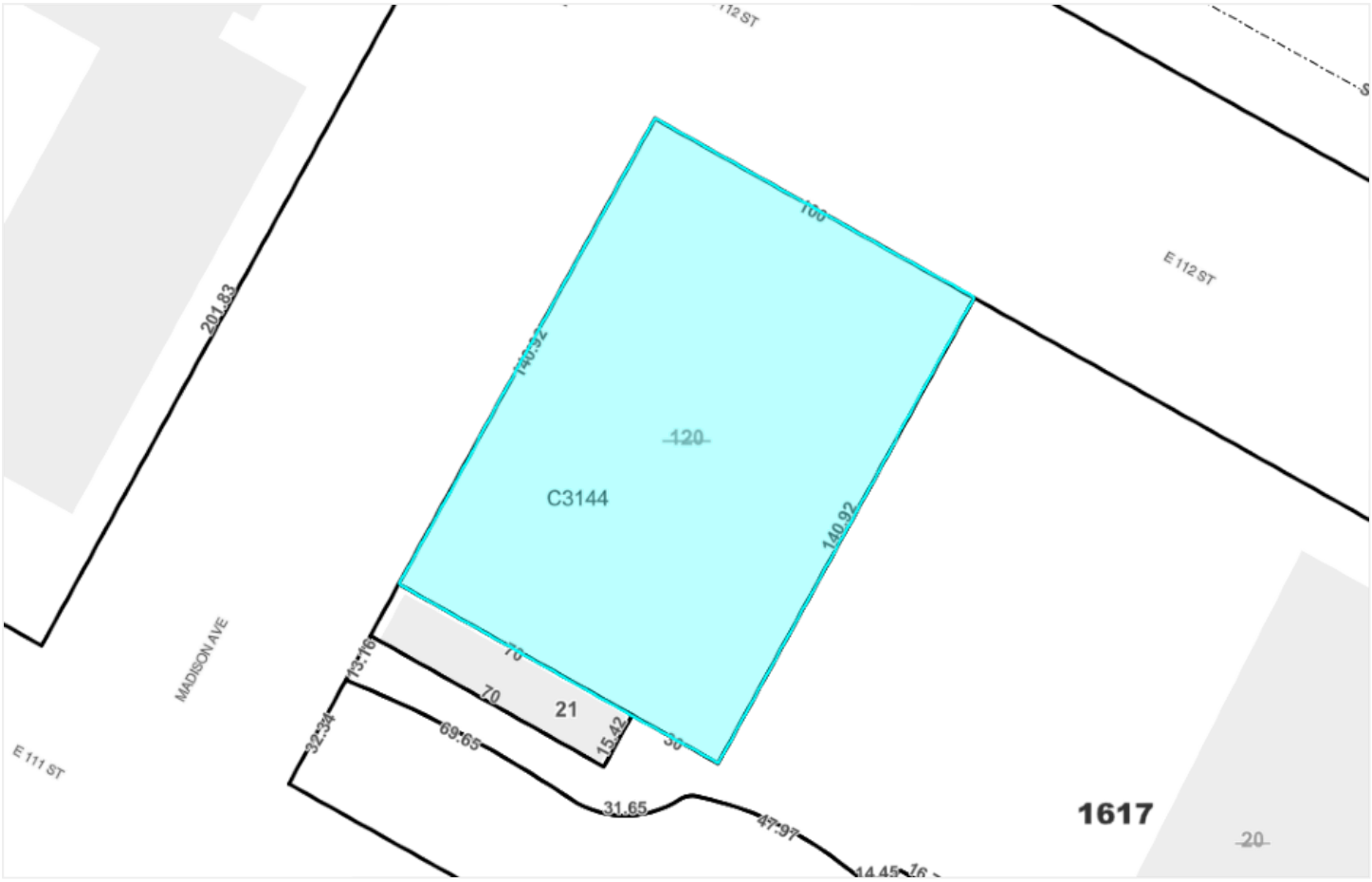
Property Information Portal

50 EAST 112TH STREET 3 NEW YORK 10029

Borough: Manhattan

Block: 1617

Lot: 7503



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		

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.

2023102300719001001EDAAC

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 82**

Document ID: 2023102300719001 Document Date: 03-20-2023 Preparation Date: 10-23-2023
Document Type: CONDO DECLARATION
Document Page Count: 80

PRESENTER:
WILLIAM VITACCO ASSOCIATES
299 BROADWAY
5TH FLOOR
NEW YORK, NY 10007
212-791-4578
NKAMITSUKA@VITACCO.COM

RETURN TO:
WILLIAM VITACCO ASSOCIATES
299 BROADWAY
5TH FLOOR
NEW YORK, NY 10007
212-791-4578
NKAMITSUKA@VITACCO.COM

PROPERTY DATA

Borough	Block	Lot		Unit	Address
MANHATTAN	1617	120	Entire Lot		N/A MADISON AVENUE

Property Type: OTHER

Borough	Block	Lot		Unit	Address
MANHATTAN	1617	1201	Entire Lot	1	50 EAST 112TH STREET

Property Type: MULTIPLE RESIDENTIAL CONDO UNT

☒ Additional Properties on Continuation Page

CROSS REFERENCE DATA

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

PARTIES

PARTY 1:
SV-A MODERATE OWNERS LLC
551 5TH AVENUE, 23RD FLOOR
NEW YORK, NY 10176

☒ Additional Parties Listed on Continuation Page

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:	$	455.00
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 10-30-2023 09:30
City Register File No.(CRFN): **2023000279588**

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

2023102300719001001CD82C

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 2 OF 82**

Document ID: 2023102300719001 Document Date: 03-20-2023 Preparation Date: 10-23-2023
Document Type: CONDO DECLARATION

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	1617	1202 Entire Lot	2	50 EAST 112TH STREET
Property Type: MULTIPLE RESIDENTIAL CONDO UNT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1617	1203 Entire Lot	3	50 EAST 112TH STREET
Property Type: COMMERCIAL CONDO UNIT(S)				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1617	1204 Entire Lot	4	50 EAST 112TH STREET
Property Type: COMMERCIAL CONDO UNIT(S)				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1617	1205 Entire Lot	5	50 EAST 112TH STREET
Property Type: COMMERCIAL CONDO UNIT(S)				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1617	1206 Entire Lot	6	50 EAST 112TH STREET
Property Type: COMMERCIAL CONDO UNIT(S)				

PARTIES

PARTY 1:
ACACIA SENDERO VERDE HOUSING
DEVELOPMENT FUND COMP
300 EAST 175TH STREET
BRONX, NY 10457

From: Wallace, Lisa
To: Christine Coletta
Cc: Devan Banks
Subject: NA22-0145 Sendero A Condominium
Date: Wednesday, February 1, 2023 1:50:15 PM

Dear Ms. Coletta:

The Department of Law ("DOL") has granted the issuance of a no-action letter pursuant to the above-referenced no-action letter application ("NAL Application") as of February 1, 2023. The DOL will not take enforcement action based on the transaction(s) described in the NAL Application.

This email shall serve as the DOL's official issuance letter for this NAL Application; no other issuance letter will be issued by the DOL for this NAL Application. 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 information provided in the NAL Application will require the applicant(s) to obtain an amended no-action letter. Any misstatement or concealment of material fact in the materials submitted as part of the NAL Application renders the no-action letter void ab initio. The DOL has relied on the truth of the affidavit(s), expert opinion letter(s), supporting documentation, and the transmittal letter of the submitting attorney provided as part of the NAL Application.

The issuance of this no-action letter shall not be construed as approval of the contents or terms thereof by the Attorney General of the State of New York, nor shall it act as a 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, except as expressly stated in such letter. The issuance of this 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 no-action letter's issuance. 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 no-action letter, the DOL reserves the right to reject the submission of such amendment until all outstanding deficiencies are cured. **Notwithstanding, this will not impact the date of issuance set forth above.**

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

Very truly yours,

Lisa Wallace

_____

Lisa C. Wallace | Assistant Attorney General
New York State Office of the Attorney General
Real Estate Finance Bureau
28 Liberty Street | New York, New York 10005
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DECLARATION

ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP OF PREMISES LOCATED AT 50 EAST 112TH STREET IN THE COUNTY, CITY AND STATE OF NEW YORK PURSUANT TO ARTICLE 9-B OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK

NAME:

SENDERO A CONDOMINIUM
50 East 112th Street
New York, New York 10029
Block 1617
FKA Lot 120
NKA Lots 1201 – 1206
New York County, State of New York

DECLARANT:

SV-A MODERATE OWNERS LLC
551 5th Avenue, 23rd Floor
New York NY 10176

and

ACACIA SENDERO VERDE HOUSING DEVELOPMENT FUND COMPANY, INC.
300 East 175th Street
Bronx, New York 10457

Date of Declaration:

as of March 20, 2023

Record & Return to:

Hirschen Singer & Epstein LLP
902 Broadway, 13th Floor
New York, New York 10010
Attn: Russell A. Kivler, Esq.

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DECLARATION ESTABLISHING SENDERO A CONDOMINIUM FOR PROPERTY LOCATED AT 50 EAST 112TH STREET, NEW YORK, NEW YORK PURSUANT TO ARTICLE 9-B OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK

SV-A MODERATE OWNERS LLC, a limited liability company organized and existing under the laws of the State of New York, having an office at 551 5th Avenue, 23rd Fl New York NY 10176 (the "**Company**") and ACACIA SENDERO VERDE HOUSING DEVELOPMENT FUND COMPANY, INC, a New York not-for-profit corporation having an office at 300 East 175th Street, Bronx, New York 10457 (the "**HDFC**" and together with the Company, the "**Declarant**") do hereby declare:

1. Submission of Property.

(a) The Declarant hereby submits the land more particularly described on Schedule A attached hereto (the "**Land**") and made a part hereof, together with the building and improvements thereon erected or to be erected at 50 East 112th Street, New York, New York (the "**Building**"), beneficial and equitable interest of which are owned by the Company, with the record title being held by the HDFC as nominee for the Company (the Land and Building being hereinafter collectively called the "**Property**") to the provisions of Article 9-B of the Real Property Law of the State of New York (the "**Condominium Act**") and does hereby establish a regime for condominium ownership of the Property, as more particularly set forth herein and in the By-Laws.

2. Location of Land.

The Land on which the Building shall be situated is located at 50 East 112th Street, County, City and State of New York.

3. Building.

Schedule B attached hereto and made a part hereof contains a description of the Building including the number of stories, the number of Units (as hereinafter defined) (and the apartments and non-residential space to be contained therein) and the principal materials of which Building are to be constructed. The Building consists of a 35-story tower containing a cellar, mezzanine, roof and bulkhead.

4. Name of Condominium.

This Condominium is and shall be known as SENDERO A CONDOMINIUM (the "**Condominium**"). The Board of Managers (as such term is defined in the By-Laws attached hereto as Schedule D) shall have the right to change the name of the Condominium or Building.

5. By-Laws.

Attached to this Declaration and made a part hereof are the By-Laws of SENDERO A CONDOMINIUM (the "**By-Laws**"), which By-Laws set forth detailed provisions governing the operation, use and occupancy of the Condominium. Any reference herein to the By-Laws shall mean the By-Laws annexed hereto as Schedule D, as the same may be amended from time to time as provided therein. Any reference herein to the "Rules and Regulations" shall mean the

Rules and Regulations annexed to the By-Laws as the same may be amended from time to time as provided therein.

6. Units.

a) The Condominium.

The Condominium shall consist of six (6) Units which are hereinafter sometimes referred to individually as (i) "**LIHTC Unit**" or "**Unit 1**", (ii) "**Non- LIHTC Unit**" or "**Unit 2**", (iii) "**CF Unit 1**" or "**Unit 3**", (iv) "**CF Unit 2**" or "**Unit 4**", (v), "**CF Unit 3**" or "**Unit 5**" and (vi) "**Retail Unit**" or "**Unit 6**" (and collectively, the "**Units"** and each individually, a **"Unit"**).

(i) Unit 1 and Unit 2 are referred to collectively as the "**Residential Units**" and the Unit Owners of the Residential Units are referred to as the "**Residential Unit Owners**".

(ii) Unit 1 is referred to as "**LIHTC Unit**" and the Unit Owner of the LIHTC Unit is referred to as the "**LIHTC Unit Owner**".

(iii) Unit 3, Unit 4 and Unit 5 are referred to as "**CF Units**" and the Unit Owners of the CF Units are referred to as the "**CF Unit Owners**".

(iv) "**Unit Owners**" or "**Owners**" will refer to (a) SV-A Owners LLC (the "**LIHTC Company**") and its permitted assignees and/or transferees with respect to Unit 1 and (b) SV-A Moderate Owners LLC and its permitted assignees and/or transferees with respect to Unit 2, in its role as the lessee of such Unit.

b) The Units.

(i) Unit 1 is comprised of approximately 143,695 gross square feet of space containing 208 rental apartment units that will be rented to households in accordance with the Regulatory Documents, one (1) superintendent's apartment unit, and ancillary spaces, all as identified on the attached Schedule B and more particularly defined in Paragraph 7(a) hereof.

(ii) Unit 2 is comprised of approximately 90,300 gross square feet containing 139 rental apartment units that will be rented to households in accordance with the Regulatory Documents, and ancillary spaces, as identified on the attached Schedule B and more particularly defined in Paragraph 7(b) hereof.

(iii) Unit 3 is comprised of approximately 8,733 gross square feet of community facility space, as identified on the attached Schedule B and more particularly defined in Paragraph 7(c) hereof.

(iv) Unit 4 is comprised of approximately 2,530 gross square feet of community facility space, as identified on the attached Schedule B and more particularly defined in Paragraph 7(d) hereof.

(v) Unit 5 is comprised of approximately 11,538 gross square feet of community facility space, all as identified on the attached Schedule B and more particularly defined in Paragraph 7(e) hereof.

(vi) Unit 6 is comprised of approximately 6,213 gross square feet of retail space, as identified on the attached Schedule B and more particularly defined in Paragraph 7(f) hereof.

(vii) The location of each Unit in the Building created by this Declaration is shown on the floor plans of the Building certified by David B. Middleton of Handel Architects, LLP, and filed in the office of the City Register for New York County (the "**Register's Office**") simultaneously with the recording of this Declaration (the "**Floor Plans**"). Schedule C annexed hereto and made a part hereof, sets forth with respect to each Unit in the Building, its Unit designation, tax lot number, location, approximate square footage, and the Common Elements or applicable Limited Common Elements, if any, to which such Unit has immediate access, all as more particularly shown on the Floor Plans. Each Unit shall also include an undivided percentage of ownership in the Common Elements and certain Limited Common Elements of the Condominium (the "**Common Interest**"), which shall be deemed appurtenant to such Unit, in the amount set forth on Schedule C. The Common Interest shall always be deemed conveyed or encumbered with any conveyance or encumbrance of a Unit. The Common Interest is not severable from the Unit and may not be conveyed or encumbered other than together with a conveyance or encumbrance of the Unit. Additionally, (i) the Limited Common Elements (as hereinafter defined) shall be allocated among the CF Units in accordance with the percentage of interests set forth on Schedule C with respect to each such class of common elements and shall be deemed appurtenant to the CF Units in accordance therewith; and (ii) the Residential Limited Common Elements (as hereinafter defined) shall be allocated among the Residential Units in accordance with the percentage of interests set forth on Schedule C with respect to each such class of common elements and shall be deemed appurtenant to the Residential Units in accordance therewith.

7. Description and Dimensions of Units.

a) Unit 1.

Unit 1 consists of those areas of the Building designated as such on the Floor Plans and not otherwise specifically designated in this Declaration as part of one of the other Units or a portion of the Common Elements or Limited Common Elements. The dimensions of Unit 1 consist of the area measured (i) horizontally from the exterior side of the exterior walls (perimeter concrete columns and perimeter mechanical pipes are not deducted) to the midpoint of the interior walls separating the Unit from other Units to the exterior side of the public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements or applicable Limited Common Elements, and (ii) vertically from the top of the concrete slab below (located under the finished floor and sub-floor materials) to the underside of the concrete slab above. Unit 1 includes:

(i) All of the apartments identified in Schedule B as being contained in Unit 1.

(ii) The interior walls, partitions, doors, floor coverings and underlayments (above the structural floor assembly) and finished ceilings within Unit 1.

(iii) All plumbing, including domestic hot water risers, heating, ventilating, air conditioning, sprinkler systems, mechanical and electrical equipment, including all related wires,

conduits, pipes, ducts, valves, switches, controls, meters, and similar components which exclusively serve and are located within or outside Unit 1.

(iv) Any canopies, doors, entrances, skylights, windows, window frames, casements and mullions which exclusively serve Unit 1.

(v) All other facilities in the Building, which exclusively serve or benefit, or are exclusively necessary for the existence, maintenance, operation or safety of Unit 1.

Unit 1 shall not include any of the other Units, any of the Common Elements or Limited Common Elements located therein or any piping, wiring, ductwork, machinery or other materials and equipment used exclusively by any other Unit or shared jointly by Unit 1 and any other Unit.

b) Unit 2.

Unit 2 consists of those areas of the Building designated as such on the Floor Plans and not otherwise specifically designated in this Declaration as part of one of the other Units or a portion of the Common Elements or Limited Common Elements. The dimensions of Unit 2 consist of the area measured (i) horizontally from the exterior side of the exterior walls (perimeter concrete columns and perimeter mechanical pipes are not deducted) to the midpoint of the interior walls separating the Unit from other Units to the exterior side of the public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements or applicable Limited Common Elements, and (ii) vertically from the top of the concrete slab below (located under the finished floor and sub-floor materials) to the underside of the concrete slab above. Unit 2 includes:

(i) All of the apartments identified in Schedule B as being contained in Unit 2.

(ii) The interior walls, partitions, doors, floor coverings and underlayments (above the structural floor assembly) and finished ceilings within Unit 2.

(iii) All plumbing, including domestic hot water risers, heating, ventilating, air conditioning, sprinkler systems, mechanical and electrical equipment, including all related wires, conduits, pipes, ducts, valves, switches, controls, meters, and similar components which exclusively serve and are located within or outside Unit 2.

(iv) Any canopies, doors, entrances, skylights, windows, window frames, casements and mullions which exclusively serve Unit 2.

(v) All other facilities in the Building, which exclusively serve or benefit, or are exclusively necessary for the existence, maintenance, operation or safety of Unit 2.

Unit 2 shall not include any of the other Units, any of the Common Elements or Limited Common Elements located therein or any piping, wiring, ductwork, machinery or other materials and equipment used exclusively by any other Unit or shared jointly by Unit 2 and any other Unit.

c) Unit 3.

Unit 3 consists of those areas of the Building designated as such on the Floor Plans and not otherwise specifically designated in this Declaration as part of one of the other Units or a portion of the Common Elements or Limited Common Elements. The dimensions of Unit 3 consist of the area measured (i) horizontally from the exterior side of the exterior walls (perimeter concrete columns and perimeter mechanical pipes are not deducted) to the midpoint of the interior walls separating the Unit from other Units to the exterior side of the public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements or Limited Common Elements, and (ii) vertically from the top of the concrete slab below (located under the finished floor and sub-floor materials) to the underside of the concrete slab above. Unit 3 includes:

(i) All of the community facility space identified in Schedule B as being contained in Unit 3.

(ii) The interior walls, partitions, doors, floor coverings and underlayments (above the structural floor assembly) and finished ceilings within Unit 3.

(iii) All plumbing, including domestic hot water risers, heating, ventilating, air conditioning, sprinkler systems, mechanical and electrical equipment, including all related wires, conduits, pipes, ducts, valves, switches, controls, meters, and similar components which exclusively serve and are located within or outside Unit 3.

(iv) Any canopies, doors, entrances, skylights, windows, window frames, casements and mullions which exclusively serve Unit 3.

(v) All other facilities in the Building, which exclusively serve or benefit, or are exclusively necessary for the existence, maintenance, operation or safety of Unit 3.

(vi) Unit 3 shall not include any of the other Units, any of the Common Elements or Limited Common Elements located therein or any piping, wiring, ductwork, machinery or other materials and equipment used exclusively by any other Unit or shared jointly by Unit 3 and any other Unit.

d) Unit 4.

Unit 4 consists of those areas of the Building designated as such on the Floor Plans and not otherwise specifically designated in this Declaration as part of one of the other Units or a portion of the Common Elements or Limited Common Elements. The dimensions of Unit 4 consist of the area measured (i) horizontally from the exterior side of the exterior walls (perimeter concrete columns and perimeter mechanical pipes are not deducted) to the midpoint of the interior walls separating the Unit from other Units to the exterior side of the public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements or Limited Common Elements, and (ii) vertically from the top of the concrete slab below (located under the finished floor and sub-floor materials) to the underside of the concrete slab above. Unit 4 includes:

(i) All of the community facility space identified in Schedule B as being contained in Unit 4.

(ii) The interior walls, partitions, doors, floor coverings and underlayments (above the structural floor assembly) and finished ceilings within Unit 4.

(iii) All plumbing, including domestic hot water risers, heating, ventilating, air conditioning, sprinkler systems, mechanical and electrical equipment, including all related wires, conduits, pipes, ducts, valves, switches, controls, meters, and similar components which exclusively serve and are located within or outside Unit 4.

(iv) Any canopies, doors, entrances, skylights, windows, window frames, casements and mullions which exclusively serve Unit 4.

(v) All other facilities in the Building, which exclusively serve or benefit, or are exclusively necessary for the existence, maintenance, operation or safety of Unit 4.

Unit 4 shall not include any of the other Units, any of the Common Elements or Limited Common Elements located therein or any piping, wiring, ductwork, machinery or other materials and equipment used exclusively by any other Unit or shared jointly by Unit 4 and any other Unit.

e) Unit 5.

Unit 5 consists of those areas of the Building designated as such on the Floor Plans and not otherwise specifically designated in this Declaration as part of one of the other Units or a portion of the Common Elements or Limited Common Elements. The dimensions of Unit 5 consist of the area measured (i) horizontally from the exterior side of the exterior walls (perimeter concrete columns and perimeter mechanical pipes are not deducted) to the midpoint of the interior walls separating the Unit from other Units to the exterior side of the public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements or Limited Common Elements, and (ii) vertically from the top of the concrete slab below (located under the finished floor and sub-floor materials) to the underside of the concrete slab above. Unit 5 includes:

(i) All of the community facility space identified in Schedule B as being contained in Unit 5.

(ii) The interior walls, partitions, doors, floor coverings and underlayments (above the structural floor assembly) and finished ceilings within Unit 5.

(iii) All plumbing, including domestic hot water risers, heating, ventilating, air conditioning, sprinkler systems, mechanical and electrical equipment, including all related wires, conduits, pipes, ducts, valves, switches, controls, meters, and similar components which exclusively serve and are located within or outside Unit 5.

(iv) Any canopies, doors, entrances, skylights, windows, window frames, casements and mullions which exclusively serve Unit 5.

(v) All other facilities in the Building, which exclusively serve or benefit, or are exclusively necessary for the existence, maintenance, operation or safety of Unit 5.

Unit 5 shall not include any of the other Units, any of the Common Elements or Limited Common Elements located therein or any piping, wiring, ductwork, machinery or other materials

and equipment used exclusively by any other Unit or shared jointly by Unit 5 and any other Unit.

f) Unit 6.

Unit 6 consists of those areas of the Building designated as such on the Floor Plans and not otherwise specifically designated in this Declaration as part of one of the other Units or a portion of the Common Elements or Limited Common Elements. The dimensions of Unit 6 consist of the area measured (i) horizontally from the exterior side of the exterior walls (perimeter concrete columns and perimeter mechanical pipes are not deducted) to the midpoint of the interior walls separating the Unit from other Units to the exterior side of the public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements or Limited Common Elements, and (ii) vertically from the top of the concrete slab below (located under the finished floor and sub-floor materials) to the underside of the concrete slab above. Unit 6 includes:

(i) All of the retail space identified in Schedule B as being contained in Unit 6.

(ii) The interior walls, partitions, doors, floor coverings and underlayments (above the structural floor assembly) and finished ceilings within Unit 6.

(iii) All plumbing, including domestic hot water risers, heating, ventilating, air conditioning, sprinkler systems, mechanical and electrical equipment, including all related wires, conduits, pipes, ducts, valves, switches, controls, meters, and similar components which exclusively serve and are located within or outside Unit 6.

(iv) Any canopies, doors, entrances, skylights, windows, window frames, casements and mullions which exclusively serve Unit 6.

(v) All other facilities in the Building, which exclusively serve or benefit, or are exclusively necessary for the existence, maintenance, operation or safety of Unit 6.

Unit 6 shall not include any of the other Units, any of the Common Elements or Limited Common Elements located therein or any piping, wiring, ductwork, machinery or other materials and equipment used exclusively by any other Unit or shared jointly by Unit 6 and any other Unit.

8. Use of Units.

(a) Subject to the provisions of this Declaration and the By-Laws, the Units may be used for any lawful purpose, provided that such use is then permitted (i) by a validly existing certificate of occupancy, (ii) under applicable zoning laws, codes, rules and regulations and (iii) by the Regulatory Documents.

(b) Each of the residential apartments located within the Residential Units may be used for private residential use and shall be rented in accordance with (i) applicable laws, (ii) that certain Regulatory Agreement by and among the Company, the HDFC, the LIHTC Company, New York City Housing Development Corporation ("**HDC**") and City of New York acting by and through its Department of Housing Preservation and Development ("**HPD**") dated as of June 24, 2021 and recorded in the Office of the City Register of the City of New York on July 12, 2021 in CRFN 2021000262837, as may be amended from time to time (the "**HDC/HPD**

Regulatory Agreement"), and (iii) that certain Mandatory Inclusionary Housing Restrictive Declaration by and among HDFC and LIHTC Company dated June 24, 2021 and recorded in the Office of the City Register of the City of New York on July 1, 2021 in CRFN 2021000251800, as corrected by that version recorded on July 12, 2021 in CRFN 2021000264145 (the "**MIH Agreement**" and together with the HDC/HPD Regulatory Agreement, the "**Regulatory Documents**")

9. Common Elements and Limited Common Elements.

a) Definition of Common Elements Generally.

The Common Elements of the Condominium (the "**Common Elements**") shall consist of the entire Property, including the Land and all parts of the Building and improvements thereon, other than the Units and Limited Common Elements, as well as all personal property and fixtures existing in, on, or under the Property or elsewhere, either currently or hereafter existing, for the common use of all the Units or by two or more Unit Owners or which is necessary for, or convenient to, the existence, maintenance, management, operation or safety of the Property as a whole. Except as noted below, the Common Elements include, without limitation, the Land and all other areas of the Property and all apparatus, systems, equipment and installations now or hereafter existing in the Building or on the Property not part of any Unit or the Limited Common Elements that are for the common use of all Units and Unit Owners or necessary or convenient for the existence, maintenance or safety of the Property as a whole.

b) Use of Common Elements Generally.

Subject to the provisions of this Declaration, the By-Laws and the Rules and Regulations, as any of the same may be amended from time to time in accordance with the respective terms thereof, each Unit Owner, their tenants, licensees, invitees, agents and employees, may use the Common Elements, for the purpose for which such Common Elements are intended, without hindering or encroaching upon the lawful rights of any other Unit Owner.

c) Schedule of Common Elements.

Except as noted below, the Common Elements include, without limitation, the following:

(i) the Land and all other areas of the Property and all apparatus, systems, equipment and installations now or hereafter existing in the Building or on the Property not part of any Unit or the Limited Common Elements, for the common use of more than one Unit or by more than one Unit Owner or necessary or convenient for the existence, maintenance or safety of the Property as a whole;

(ii) The sidewalks adjacent to the Building.

(iii) All foundations, footings, columns, girders, beams and supports, but excluding those which are specifically designated elsewhere in this Declaration or on the Floor Plans as otherwise.

(iv) All central and appurtenant installations for services such as electricity, telephone, television, gas, sewer, waste, hot and cold water and sprinkler system (including

all pipes, ducts, wires, chutes, cables and conduits used in connection with any such service whether located in Common Elements or in Units), which serve or benefit all Unit Owners or other Common Elements.

(v) All other facilities of the Building (including but not limited to shafts, pipes, wires, ducts, vents, cables, conduits and lines) which serve or benefit, or are necessary or convenient for the existence, maintenance, operation or safety of, all Units or all Unit Owners and are not a part of any of the Units.

(vi) The façade of the Building.

(vii) The storm pump room, detention room and storage and utility rooms on the cellar level of Building, as shown on the Floor Plans.

(viii) The utility room on the first floor of Building, as shown on the Floor Plans.

(ix) The mechanical room located on the fourth floor of the Building, as shown on the Floor Plans.

(x) The courtyard located on the second floor, as shown on the Floor Plans.

(xi) The mechanical room and roof area on the fourth floor of the Building, as shown on the Floor Plans.

(xii) The interior boiler room and mechanical spaces and exterior mechanical terrace on the thirty-fourth floor of the Building, as shown on the Floor Plans.

(xiii) The mechanical spaces on the thirty-fifth floor of the Building, as shown on the Floor Plans.

(xiv) The roof and bulkhead areas and the mechanical room on the roof bulkhead of the Building, as shown on the Floor Plans

(xv) The roof of the Building, as shown on the Floor Plans

d) Maintenance of Common Elements.

The cost of maintenance, repair and replacement of the Common Elements will be borne by each Unit Owner in accordance with their percentage interests established in Schedule C, subject to and as more particularly determined in Section 3 of Article VI of the By-Laws. Notwithstanding the foregoing, in the event that painting, decorating, maintenance, repair or replacement of any Common Element shall be necessitated by the negligence, misuse, or neglect of a Unit Owner, the expense thereof will be the obligation of such Unit Owner.

e) Condominium Floor Plans.

In the event of any discrepancy between the general descriptions of the Common Elements and/or the Limited Common Elements set forth in this Section 9, on one hand and the detailed drawings, cross-hatchings and markings in the Condominium Floor Plans, on the other hand, then

such discrepancy shall be resolved in favor of the Condominium Floor Plans and shall be determined by reference to the Condominium Floor Plans.

f) No Partition.

The Common Elements are not subject to partition nor are they severable from the Units. Additionally, (i) the CF Limited Common Elements are not severable from the applicable CF Units; and (ii) the Residential Limited Common Elements are not severable from the Residential Units.

g) Limited Common Elements.

i. Definition of Limited Common Elements Generally. The Limited Common Elements of the Condominium shall be defined to include and shall consist of the entire Property, including all parts of the Building and improvements thereon (including all roofs exclusive of the structural elements thereof and any mechanical or HVAC equipment or their related wires, pipes, conduits, ducts, and similar appurtenances which are part of a Unit, but inclusive of all roof drains, bulkheads and other roof structures) other than the Units, Common Elements and other Limited Common Elements, as indicated on the Floor Plans, as well as all personal property and fixtures existing in, on, or under the Property or elsewhere, either currently or hereafter existing, for the common use of only the Unit Owners or which is necessary for, or convenient to, the existence, maintenance, management, operation or safety of the Units. Except as noted below, the Limited Common Elements include, without limitation, all areas of the Property and all apparatus, systems, equipment and installations now or hereafter existing in the Building or on the Property not part of any Unit, Common Elements or other Limited Common Elements, for the common use of only the CF Units and Residential Units, as more specifically described herein.

ii. The term "**Limited Common Elements**" shall include (i) those Limited Common Elements for the common use of Unit 3 (also referred to as CF Unit 1), Unit 4 (also referred to as CF Unit 2) and Unit 5 (also referred to as CF Unit 3) (the "**CF345 Limited Common Elements**") and (ii) those Limited Common Elements for the common use of only Unit 3 (also referred to as CF Unit 1) and Unit 5 (also referred to as CF Unit 3) (the "**CF35 Limited Common Elements**" and together with the CF345 Limited Common Elements, the "**CF Limited Common Elements**") and (iii) the Residential Limited Common Elements.

iii. CF Limited Common Elements

1. Use of CF Limited Common Elements Generally. Subject to the provisions of this Declaration and the By-Laws, as any of the same may be amended from time to time in accordance with the respective terms thereof, the applicable CF Unit Owners, each of their tenants, licensees, invitees, agents and employees, may use the applicable Limited Common Elements for the purpose for which such applicable Limited Common Elements are intended, without hindering or encroaching upon the lawful rights of any other Unit Owner.

2. Schedule of CF345 Limited Common Elements. Except as noted below, the CF345 Limited Common Elements include, without limitation, the following:

a) All other areas of the Property and all apparatus, systems, equipment and installations now or hereafter existing in the Building or on the Property not part of any Unit, the Common Elements or other Limited Common Elements, for the common use of the Units.

b) The utility room on the cellar of the Building, as shown on the Floor Plans

c) The vestibule and lobby on the first floor of the Building, as shown on the Floor Plans

d) Certain hallways, elevators and stairwells on the first through third floor of the Building that serve the CF Units, as shown on the Floor Plans.

e) Certain stairwells on the mezzanine of the Building, as shown on the Floor Plans.

3. Schedule of CF35 Limited Common Elements. Except as noted below, the CF35 Limited Common Elements include, without limitation, the following:

a) Certain stairwells on the first through third floor of the Building that serve CF Unit 1 (also known as Unit 3) and CF Unit 3 (also known as Unit 5), as shown on the Floor Plans.

4. Maintenance of CF Limited Common Elements.

a) The cost of maintenance, repair and replacement of the CF35 Limited Common Elements will be borne by the Unit Owners in proportion to their interest in the portion of the Building that consists of the Units, in accordance with percentage interests set forth in Schedule C. Notwithstanding the foregoing, in the event that painting, decorating, maintenance, repair or replacement of any CF35 Limited Common Element shall be necessitated by the negligence, misuse, or neglect of a Unit Owner, the expense thereof will be the obligation of such Unit Owner.

b) The cost of maintenance, repair and replacement of the C35 Limited Common Elements will be borne by the Unit Owners in proportion to their interest in the portion of the Building that consists of the Units, in accordance with percentage interests set forth in Schedule C. Notwithstanding the foregoing, in the event that painting, decorating, maintenance, repair or replacement of any CF35 Limited Common Element shall be necessitated by the negligence, misuse, or neglect of a Unit Owner, the expense thereof will be the obligation of such Unit Owner.

iv. Residential Limited Common Elements.

1. Definition of Residential Limited Common Elements Generally. The Residential Limited Common Elements of the Condominium (the "**Residential Limited Common Elements**") shall consist of the entire Property, including all parts of the Building and improvements thereon (including all roofs

exclusive of the structural elements thereof and any mechanical or HVAC equipment or their related wires, pipes, conduits, ducts, and similar appurtenances which are part of a Unit, but inclusive of all roof drains, bulkheads and other roof structures) other than the Units, Common Elements and CF Limited Common Elements, as indicated on the Floor Plans, as well as all personal property and fixtures existing in, on, or under the Property or elsewhere, either currently or hereafter existing, for the common use of only the Residential Unit Owners or which is necessary for, or convenient to, the existence, maintenance, management, operation or safety of the Residential Units. Except as noted below, the Residential Limited Common Elements include, without limitation, all areas of the Property and all apparatus, systems, equipment and installations now or hereafter existing in the Building or on the Property not part of any Unit, Common Elements or CF Limited Common Elements, for the common use of only the Residential Units.

2. Use of Residential Limited Common Elements Generally. Subject to the provisions of this Declaration and the By-Laws, as any of the same may be amended from time to time in accordance with the respective terms thereof, the Residential Unit Owners, each of their tenants, licensees, invitees, agents and employees, may use the Residential Limited Common Elements for the purpose for which such Residential Limited Common Elements are intended, without hindering or encroaching upon the lawful rights of any other Unit Owner.

3. Schedule of Residential Limited Common Elements. Except as noted below, the Residential Limited Common Elements include, without limitation, the following:

   a) All other areas of the Property and all apparatus, systems, equipment and installations now or hereafter existing in the Building or on the Property not part of any Unit, the Common Elements or CF Limited Common Elements, for the common use of the Residential Units.

   b) The storage, maintenance workshop, employee breakroom, lockers, bathrooms and IT rooms on the cellar level of the Building, as shown on the Floor Plans.

   c) The office space, bathroom, mail room, storage rooms, management offices, conference room, lobby, trash room and bike storage on the first floor of the Building, as shown on the Floor Plans.

   d) The certain stairways and hallways on the mezzanine level of the Building, as shown on the Floor Plans.

   e) The hallways, stairwells and elevator areas that serve the Residential Units on the first through thirty-fifth floors of the Building, as shown on the Floor Plans.

f) The library room, amenity terrace, amenity room, fitness room, laundry room, storage room and stairwell on the fourth floor of the Building, as shown on the Floor Plans.

g) The stairwell on the roof bulkhead, as shown on the Floor Plans.

4. Maintenance of Residential Limited Common Elements. The cost of maintenance, repair and replacement of the Residential Limited Common Elements will be borne by the Residential Unit Owners in proportion to their interest in the portion of the Building that consists of the Residential Units, in accordance with percentage interests set forth in Schedule C. Notwithstanding the foregoing, in the event that painting, decorating, maintenance, repair or replacement of any Residential Limited Common Element shall be necessitated by the negligence, misuse, or neglect of a Unit Owner, the expense thereof will be the obligation of such Unit Owner.

10. Determination of Percentages in Common Elements and Limited Common Elements.

(a) The percentage of Common Interest in the Common Elements appurtenant to each Unit is shown on Schedule C and was determined pursuant to Section 339i(1)(ii) of the Condominium Act. It is based upon the approximate proportion that the floor area of the Unit on the date hereof bears to the aggregate floor area of all of the Units, but such proportion reflects the substantially exclusive advantages enjoyed by one or more, but not all of the Units in a part or parts of the Common Elements. The aggregate Common Interest of all Units is and shall always be 100%.

(b) The Limited Common Elements are appurtenant to the Units in accordance with the percentages shown on Schedule C, which is based upon the approximate proportion that the floor area of Unit 3, Unit 4 and Unit 5 on the date hereof bears to the aggregate floor area of the Units. The aggregate percentage interests of the Units in the Limited Common Elements is and shall always be 100%.

(c) The Residential Limited Common Elements are appurtenant to the Residential Units in accordance with the percentages shown on Schedule C, which is based upon the approximate proportion that the floor area of Unit 1 and Unit 2 on the date hereof bears to the aggregate floor area of the Residential Units. The aggregate percentage interests of the Residential Units in the Residential Limited Common Elements is and shall always be 100%.

11. Encroachments.

If any portion of the Common Elements or Limited Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon the other Units or upon any portion of the Common Elements or Limited Common Elements, or if any such encroachment shall occur hereafter as a result of (a) the installation, maintenance, repair or replacement of flues, vents, air-conditioning, heating, ventilating and other mechanical fixtures and equipment in the exterior walls, (b) the settling or shifting of the Building, (c) any repair or alteration made to the Common Elements or Limited Common Elements in accordance with the terms of this Declaration and the By-laws by or with the consent of the Board of Managers, or (d) any repair or restoration made in

accordance herewith either to the Building (or any portion thereof), any Unit, the Common Elements or Limited Common Elements as a result of damage by fire or other casualty or any taking by eminent domain proceedings, then, in any of the above described events, a valid easement shall exist for such encroachment, and for the maintenance of same, for so long as the Building or the affected Unit, Common Element or Limited Common Elements shall stand.

12. Easements.

(a) The Board of Managers shall have a right, upon reasonable notice at reasonable times, of access to each Unit to inspect the same and to maintain, repair or replace the Common Elements contained therein or elsewhere on the Property.

(b) The Board of Managers shall have a right of access to each Unit, to cure or remedy any physical condition or any building code violation noted or issued by a governmental agency which condition or violation poses a serious and imminent danger or hazard to the safety of the Building as a whole or occupants thereof or would prevent the legal occupancy of the Building as a whole or any other Unit (but not to cure or remedy a condition or violation which affects only the Unit in which such condition or violation exists).

(c) Each Unit Owner shall have an easement in common with all other Unit Owners, and shall be subject to a like reciprocal easement, for ingress and egress through all Units in the Building in which such Unit Owner's Unit is located, to the extent such is necessitated to complete the construction of the Building or, after completion, in an emergency.

(d) Each Unit Owner shall have an easement in common with the other Unit Owners, and each Unit shall be subject to a like reciprocal easement upon reasonable notice at reasonable times to operate, maintain, supplement, repair, alter, rebuild, restore and replace any electrical, mechanical, plumbing, heating, ventilation or air conditioning equipment or systems (including any related, wire, pipes, conduits, ducts, controls, relays and similar appurtenances) that constitute part of such Unit (collectively the "**Unit Equipment**"), provided that the exercise thereof does not result in any additional encroachment upon any Unit, Common Element or Limited Common Element beyond the encroachment for such Unit Equipment existing on the date hereof or as specifically reserved on the Floor Plans and provided that such exercise is not in violation of any lease with a tenant. After the date hereof, each Unit Owner shall have an easement in common with all other Unit Owners and each Unit shall be subject to a like reciprocal easement in, over, under, through or upon any other Unit, any Common Element or any Limited Common Element upon reasonable notice at reasonable times to relocate or install additional Unit Equipment, subject to the prior written consent of the Unit Owner of the servient Unit (if the proposed encroachment is with respect to a Unit) or the Board of Managers (if the proposed encroachment is with respect to the Common Elements or Limited Common Elements). Any consent required hereunder shall not be unreasonably withheld or delayed, provided that all information (including plans and specifications) of the proposed relocation or installation is furnished to the consenting Unit Owner or the Board of Managers, as the case may be.

(e) Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of the other Unit, the Common Elements and Limited Common Elements.

(f) Each Unit Owner shall have an easement, with the consent of the Board of Managers or the other Unit Owners (such consent not to be unreasonable withheld) as hereinafter provided, to erect, maintain, repair and replace, from time to time, subject to the requirements of applicable laws, ordinances, rules and regulations, one or more signs, banners, awnings or canopies (collectively "**Displays**") on the exterior of the Building in which such Unit is located and sidewalks adjacent thereto (i) for the purpose of identifying an existing or prospective occupant of all or any portion of such Unit, and/or (ii) in connection with the operation of the Unit. Each Unit Owner shall be obligated to maintain any Displays erected by it in good condition or repair at all times, or to remove such Displays and restore the condition of any Common Elements or Limited Common Elements affected by the installation or removal thereof.

(g) The Board of Managers shall have the right to grant to any public utility such additional electric, gas, steam or other utility easements or consent to relocate any existing utility easements upon any portion of the Common Elements which the Board of Managers shall deem necessary or desirable for the proper operation and maintenance of the Building. 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 to not unreasonably interfere with the normal conduct of business of the tenants and occupants of any Unit.

(h) The exercise of any easement granted in this Article 12 shall be on condition that (i) the exercise thereof shall be in a manner that will not unreasonably interfere with the normal conduct of business of the Unit Owner of the servient Unit, its tenants or the occupants thereof, (ii) entry shall be permitted on not less than three (3) days prior notice, except that no notice will be necessary in the case of an emergency, provided that all reasonable efforts will be made to provide advance notice and, if advance notice cannot be given, notice will be given as soon thereafter as practicable, and (iii) the beneficiary of any easement shall have the responsibility of repairing any damage resulting from the exercise of its right to use or maintain the same.

(i) In connection with the exercise of any easement hereinabove expressly granted, each Unit Owner and their agents, contractors and employees, shall have such additional easements for ingress, egress and access generally, including for temporary storage of materials, in, on, over, under and through the Common Elements, Limited Common Elements or any Unit, as are reasonably necessary for the practical exercise of the foregoing rights, but subject to all of the limitations otherwise applicable to the exercise of easements generally.

(j) In addition to the specific easements set forth in this Declaration, the Property and every portion thereof shall be subject to all easements and rights of access prescribed in the Condominium Act and which do not contravene any other provision of this Section 12.

(k) The user of any of the easements granted herein and described above shall have the obligation and responsibility of repairing, at its sole cost and expense, any and all damage to the easement area resulting from such use. This duty of repair shall run with the Land and inure to the benefit of and bind the Unit Owners, their heirs, executors, administrators and assigns, and shall also inure to the benefit of the agents, servants, licensees and invitees of the Unit Owners.

13. Units Acquired by the Board and Power of Attorney to the Board of Managers.

In the event any Unit Owner shall surrender and convey its Unit, together with its Appurtenant Interest (as hereinafter defined), to the Board of Managers in accordance with Section 339-x of the Condominium Act or in the event the Board of Managers shall purchase any Unit at a foreclosure or judicial sale in accordance with Article IX of the By-Laws, title to such Unit or the rights to the lease of such Unit shall be held by the Board of Managers or its designee on behalf of all of the other Unit Owners and the Board of Managers or its designee, on behalf of all of the other Unit Owners, shall assume any obligations of such Unit Owners under the Regulatory Documents and the mortgages held by the Permitted Mortgagees.

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

14. Service of Process.

Service of process on the Unit Owners in any action with relation to the Common Elements shall be made upon the person holding the office of the President (or in his absence, on any member of the Board of Managers), from time to time c/o the Board of Managers of Sendero A Condominium, 551 5th Avenue, 23rd Fl New York NY 10176, or such other address as the President of the Condominium may determine. In addition, the Secretary of State of the State of New York is hereby designated as agent of the Condominium and the Board of Managers upon whom process against the Condominium and/or the Board of Managers shall be made by personally delivering to and leaving with him or her or his or her deputy, or with any person authorized by the Secretary of State to receive such service, at the office of the Department of State in the City of Albany, duplicate copies of such process together with the statutory fee. The Secretary of State of the State of New York shall mail a copy of any process against it served upon the Secretary of State to: SENDERO A CONDOMINIUM, 551 5th Avenue, 23rd Fl New York NY 10176, or such other address as the President of the Condominium may determine.

15. Units Subject to Declaration, By-Laws and Rules and Regulations.

All present and future owners of Units (and their tenants, subtenants, occupants, guests and invitees) shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time and any recorded encumbrances to which they are now or hereafter subordinate including, but not limited to, the Regulatory Documents (including any future amendments to the Regulatory Documents). The acceptance of a deed, lease or conveyance (including the transfer of a beneficial interest) shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner or its tenants, as the case may be, and all of such provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest

or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed of conveyance thereof. Nothing in this Declaration, the By-Laws or the Rules and Regulations is intended to amend, modify or supersede the Regulatory Documents, which remain in full force and effect. In the event of any inconsistency between this Declaration, the By-Laws, or the Rules and Regulations, on the one hand, and the Regulatory Documents, on the other hand, the Regulatory Documents shall control.

16. Amendment of Declaration.

(a) The provisions of this Declaration may not be amended or modified without written agreement of all Unit Owners and written consent of the Permitted Mortgagee(s) (as hereinafter defined in Section 2 of Article XI of the By-Laws), HPD (for so long as the MIH Agreement or HDC/HPD Regulatory Agreement are in effect), HDC (for so long as the HDC/HPD Regulatory Agreement is in effect), and, with respect to any amendment which affects the City Easement Area, the City of New York.

(b) No amendment to this Declaration shall (i) be effective until recorded in the Register's Office, (ii) affect the lien of any mortgage, without the written consent of the Permitted Mortgagee(s) HPD (for so long as the MIH Agreement or HDC/HPD Regulatory Agreement are in effect) and HDC (for so long as the HDC/HPD Regulatory Agreement is in effect), or (iii) change the percentage of Common Interest allocated to any Unit without the consent of the affected Owners.

(c) Notwithstanding any other provision of this Declaration, no action of partition or division of the Common Elements shall be brought nor shall Condominium ownership of the Property be terminated where such partition, division or termination will result in a violation of the then existing local zoning or building laws or codes.

17. Common Charges.

a) Lien for Unpaid Common Charges.

All sums assessed as Common Charges by the Board of Managers, but unpaid, together with interest thereon at the maximum rate permitted by law, shall constitute a lien on the Unit prior to all other liens except for (i) tax or assessment liens on the Unit by the taxing subdivision of a governmental authority and (ii) all sums unpaid on any mortgage of record encumbering the Unit. Such lien may be foreclosed by the Condominium when Common Charges are past due in accordance with the laws of the State of New York in like manner as a mortgage on real property or by any other proceedings permitted by applicable law. In any such foreclosure, the Condominium shall also have a right to recover all costs and expenses incurred, including reasonable attorneys' fees. In the event the proceeds of the foreclosure sale are not sufficient to pay such unpaid Common Charges, the unpaid balance shall be charged to each Unit Owner as a Common Charge. Where, however, the holder of a mortgage of record, or other purchaser of a Unit at a foreclosure sale of a mortgage, obtains title to a Unit as a result of foreclosure, or the mortgage holder obtains title in lieu of foreclosure, such acquirer of title and its successor or assigns, shall not be liable, and the Unit shall not be subjected to a lien, for the payment of Common Charges chargeable to such Unit that were assessed and became due prior to the

acquisition of title to such Unit by such acquirer. In such event, the unpaid balance of Common Charges shall be charged to the other Unit Owner(s) as a Common Charge.

b) Payment of Common Charges.

Each Unit Owner shall pay the Common Charges assessed against its Unit when due and no Unit Owner may exempt itself or the Unit from liability for the payment of Common Charges assessed against it or the Unit by waiver of the use of any of the Common Elements or by abandonment of the Unit. No Unit Owner, however, shall be liable for the payment of any Common Charges accruing subsequent to a sale, transfer, or other conveyance of such Unit made in accordance with Section 339-x of the Condominium Act (regarding conveyances of a Unit to the Board of Managers) or in accordance with the provisions of this Declaration and the By-Laws.

c) Assessment of Common Charges.

Common Charges shall generally be assessed against each Unit in accordance with the Common Interest of such Unit. Certain Common Charges, however, may be specially allocated and apportioned among Unit Owners based upon special or exclusive use, availability or control of particular Common Elements or services provided by the Condominium. For so long as the Regulatory Documents are in effect, the aggregate amount of Common Charges (including special assessments) allocated to the Residential Unit Owners in any fiscal year shall be allocated and apportioned in accordance with Section 339-m of the Condominium Act.

d) Common Charges of Limited Common Elements.

Common Charges associated with the: (i) CF Limited Common Elements shall be satisfied by the CF Unit Owners in accordance with the percentage interests set forth in Schedule C with respect to the CF345 Limited Common Elements and/or the CF35 Limited Common Elements; and (ii) Residential Limited Common Elements shall be satisfied by the Residential Unit Owners in accordance with the percentage interests set forth in Schedule C with respect to the Residential Limited Common Elements.

e) Shared Facilities Agreement

In addition to the foregoing, Common Charges shall be assessed in accordance with that certain Shared Facilities Agreement entered into by and among the Company, the HDFC, Acacia Sendero Verde Housing Development Fund Company, Inc., SV-A Owners LLC and SV-A Moderate Owners LLC, dated as of June 24, 2021 and recorded in the Office of the City Register, New York County at CRFN 2021000262840.

18. Conveyance of a Unit.

(a) Upon the conveyance of any Unit, said Unit shall be conveyed with and such conveyance shall include the undivided Common Interest and Limited Common Element (if applicable) in the Common Elements that are appurtenant to such Unit, (vi) the interests of such Unit Owner in any other Condominium Units theretofore acquired or leased by the Board of Managers (or its designee) on behalf of all Unit Owners (or the proceeds of the sale of lease thereof, if any), and (vii) the interests of such Unit Owner in any other assets of the Condominium

(such interests above being referred as Appurtenant Interests.) Any conveyance of a Unit and any attempt to alienate or sever the Appurtenant Interests from the Unit to which they are appurtenant shall be null and void. For so long as HDC is the holder of a mortgage on any of the Units, any and all conveyances of a Unit must receive prior written approval of HDC, which consent will not be unreasonably withheld, and during the term of the Regulatory Documents, prior written approval of HDC and HPD.

(b) If, at some point in the future, Declarant desires to transfer any Unit to which it has retained title to an entity which is not affiliated with Declarant, other than as required by the loan documents entered into in connection with the financing of the Building or as contemplated in the no-action letter issued for the Condominium, it will do so pursuant to an amended no-action letter issued by the Department of Law and pursuant to the terms of the Regulatory Documents.

(c) Any transfer of CF Unit 1 shall not occur prior to the expiration of the initial 15 year low income housing tax credit compliance period for the Project and shall be at HDC's sole discretion and in accordance with that certain Commitment Letter issued by HDC for the Project and dated as of June 10, 2021 (the "HDC Commitment"), including those requirements set forth in Part I, Section 1(G). The foregoing provision shall not preclude any foreclosure, assignment in lieu thereof or other transfer of the subleasehold interest in CF Unit 1 following a default under any loan secured by a mortgage on such subleasehold interest, or the subsequent assignment of such subleasehold interest, subject in all respects to compliance with the use restrictions set forth in the By-Laws, the Regulatory Documents and the lease and sublease of CF Unit 1 to which such transferee shall be subject.

19. Liability of Grantee for Unpaid Common Charges.

Subject to the last two sentences of this Article 19, any grantee or transferee of a Unit ("**Grantee**") shall be jointly and severally liable with the transferor/Unit Owner for any unpaid Common Charges assessed against the Unit through the time of the grant or conveyance either by voluntary instrument, operation of law or judicial proceedings, without prejudice to the Grantee's right to recover from the transferor/Unit Owner the amounts paid by the Grantee therefor through the time of the Grantor's conveyance. The Grantee shall be entitled to a statement from the Board of Managers setting forth the amount of Common Charges assessed and unpaid against its Unit as provided under Article VI, Section 6 of the By-Laws. The Grantee shall not be liable for any unpaid Common Charges assessed prior to the date of the transfer or conveyance in excess of the amount set forth in such statement. Grantee, as used therein, shall not include either a Permitted Mortgagee or other purchaser of a Unit at a foreclosure sale of an institutional mortgage.

20. Termination of Condominium.

The Condominium shall continue and shall not be subject to an action for partition until (i) terminated following a casualty loss, condemnation or taking by eminent domain of the Property pursuant to the By-Laws, or (ii) such time as withdrawal of the Property from the provisions of the Condominium Act is authorized by a unanimous vote of all Unit Owners and written approval of each Permitted Mortgagee and HPD and HDC during the term of the Regulatory Documents. In the event said termination is authorized as aforesaid, the Property shall be subject to an action for partition by any Unit Owner as if owned in common, in which

event the net proceeds of the sale of the Property 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 net proceeds all liens on the Unit, including without limitation mortgage liens, in the order of priority of such liens.

21. Changes in Units.

Subject to the applicable provisions of the Declaration and By-Laws (including Section 9 of Article VI of the By-Laws), and except to the extent prohibited by Law or any mortgage encumbering a Unit or the Regulatory Documents, each Unit Owner, at its sole cost and expense, shall have the right with respect to any Unit owned by such Unit Owner, without prior notice and without the vote or consent of the Board of Managers, or the other Unit Owner, to (i) make alterations, additions, improvements or repairs, ordinary or extraordinary, of any type or nature whatsoever, in, to and upon the Unit, (ii) change the layout or configuration of any areas within the Unit, including any apartments, provided, however, that in each instance the Unit Owner shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction, and such alteration, addition, improvement or repair shall not (x) affect in any respect the structure of the Building in which such Unit is located or any of its supporting beams, columns, floor slabs, foundations or elevator systems, or (y) affect the Common Elements, Limited Common Elements or the other Units or (z) violate the agreements entered into in connection with loans from Permitted Mortgagees, (iii) reapportion among newly created Units resulting from subdivision (or combination), as provided above, the Common Interests appurtenant to such Units, (iv) designate Limited Common Elements with respect to such Unit. At the request of the Unit Owner, the Board of Managers will execute any application or other document required to be filed with any governmental agency having or asserting jurisdiction in connection with any addition, alteration, improvement or repair of a Unit, at which time the requesting Unit Owner shall indemnify and hold the Board of Managers and other Unit Owners harmless from any expense or liability by virtue of the execution of the application or such other documents. Notwithstanding the foregoing, for so long as HDC is a Permitted Mortgagee, HDC's prior written consent shall be required for any work that (i) is structural, (ii) materially alters the appearance of the Property, (iii) requires a change to the Property's certificate of occupancy, (iv) costs in the aggregate more than $100,000, or (v) sub-divides a Unit. HDC's consent shall not be unreasonably withheld, *provided* that the modification does not, in HDC's sole judgment, materially affect the Bonds or HDC's rights under the condominium documents or the loan documents.

In addition to the foregoing, the Declarant shall not subdivide the Units into separate condominium units to be offered for sale to third parties as such or conveyed to a cooperative housing corporation for sale to third parties until and unless it is in compliance with the Regulatory Documents and either (1) an offering plan for such Unit has been accepted for filing by the Department of Law ("DOL") in compliance with Section 352-e of the General Business Law and applicable regulations or (2) an amended no-action letter has been issued by the DOL. Any such subdivision shall also require the prior consent of HDC and the Permitted Mortgagee of such unit.

22. Service Contracts.

Each Unit Owner agrees to take title subject to all service contracts entered into by the Declarant or the Board of Managers which exist at the time the Unit Owner takes title.

23. Invalidity.

The invalidity of any provision of this Declaration or the By-Laws shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and By-Laws and, in such event, all of the other provisions of this Declaration and By-Laws shall continue in full force and effect as if such invalid provision had never been included herein.

24. Waiver.

No restriction, condition, obligation or provision contained in this Declaration (or the By-Laws) 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.

25. Captions.

The captions herein (including the By-Laws) 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.

26. Gender.

The use of the neuter gender in this Declaration shall be deemed to refer to the feminine or masculine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

27. Exculpation.

Neither Declarant nor any partner, director, officer, employee, agent, consultant, or affiliate of Declarant shall have any personal liability of any nature whatsoever to any Unit Owner or any other party by reason of this Declaration, the By-Laws, or any Rules and Regulations in connection with the establishment of this Condominium.

28. Defined Terms.

Capitalized terms used in this Declaration or the By-Laws and not otherwise defined herein shall have the meaning ascribed to them in the By-Laws or in Section 339-e of the Condominium Act.

29. Jurisdiction.

Except as otherwise provided in Article XV of the By-Laws, each Unit Owner does hereby submit to the jurisdiction and venue of the courts of New York County, State of New York for

the resolution of any dispute which may arise under or in connection with the Condominium Declaration, By-Laws and Rules and Regulations.

30. Cooperation.

Unit Owners agree to cooperate with each other with respect to the occupancy of the Units in the Building pursuant to this Declaration; for this purpose, each Unit Owner agrees to execute and deliver such documents and information as may reasonably be required of them by the Board of Managers.

31. Successors and Assigns.

Except as set forth herein or in the By-Laws to the contrary, the rights and/or obligations of Declarant or Declarant's designee(s) as forth herein shall inure to the benefit of and be binding upon any successor or assign of Declarant or its designee, or with the consent of Declarant or its designee, any transferee of the Units then owned by Declarant or its designee, as the case may be. Subject to the foregoing, Declarant and/or its designee, as the case may be, shall have the right, any time, in their sole discretion, to assign or otherwise transfer their respective interests herein, whether by sale, merger consolidation, lease, assignment or otherwise.

32. Prevailing Parties.

In any proceedings arising out of this Declaration or the By-Laws or to enforce this Declaration or the By-Laws against a Unit Owner or the Board of Managers, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorneys' fees as may be determined by a court.

33. Covenant of Further Assurances.

(a) Any Person (as hereinafter defined in the By-Laws) who or which is subject to the terms of this Declaration (including the By-Laws), whether such Person is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of any Board or otherwise, shall, upon prior reasonable written request at the expense of any such other Person requesting the same, execute, acknowledge and deliver to such other Person such instruments, in addition to those specifically provided for herein, and take such other action as such other Person may reasonably request to effectuate the provisions of this Declaration of the By-Laws or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

(b) If any Unit Owner, the Board of Managers or any other Person which is subject to the terms of this Declaration fails or refuses, within ten (10) days after request therefor, to execute, acknowledge or deliver any instrument, or to take any action which the Board, Unit Owner or Person is required to execute, acknowledge and deliver or to take pursuant to this Declaration, then the Board or other Person is hereby authorized as attorney-in-fact for such Unit Owner, 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.

34. Carrying Cost Differential.

Notwithstanding anything to the contrary in this Declaration or in the By-laws, while the Company (or its successors and assigns) owns (legally or beneficially) any Residential Unit in the Building, even if the Company (or its successors and assigns) is not the Owner of a LIHTC Unit, the Company (or its successors and assigns) shall be responsible for payment of all Common Charges and any other carrying costs, including, without limitation, debt service payments and other mortgage payments, associated with ownership and operation of the LIHTC Units exceeding the "net rental income" generated by the LIHTC Units (said excess, the "**Carrying Cost Differential**"). As used in this paragraph, the term "**net rental income**" means rental income generated by the LIHTC Units, less operating expenses of the LIHTC Units. Payment of such Carrying Cost Differential may be made in the form of a loan to the LIHTC Unit Owner if said Owner is other than the Company (or its successors and assigns), provided, however, any such loan may in no event encumber the LIHTC Unit or give rise to a lien against the Unit or any interest therein. Notwithstanding the foregoing, the Company (or its successors and assigns) may enforce any such loan against the LIHTC Unit Owner, to the extent advances have been made under said loan or loans, provided, however, such enforcement may not be undertaken without the prior written consent of HPD.

35. Counterparts.

This Declaration may be executed in counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

[Continued on Following Page]

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed as of the date and year first set forth above.

SV-A MODERATE OWNERS LLC,
a New York limited liability company

By: SV-A Owners LLC, its Managing Member

By: SV-A Associates LLC, its Managing Member

By: SV-A Partners LLC, its sole Member

By: SV Managers A LLC, its Managing Member

By: _____
Name: Spencer Orkus
Title: Authorized Signatory

ACACIA SENDERO VERDE HOUSING DEVELOPMENT FUND COMPANY, INC.,
a New York not-for-profit corporation

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed as of the date and year first set forth above.

SV-A MODERATE OWNERS LLC,
a New York limited liability company

By: SV-A Owners LLC, its Managing Member

By: SV-A Associates LLC, its Managing Member

By: SV-A Partners LLC, its sole Member

By: SV Managers A LLC, its Managing Member

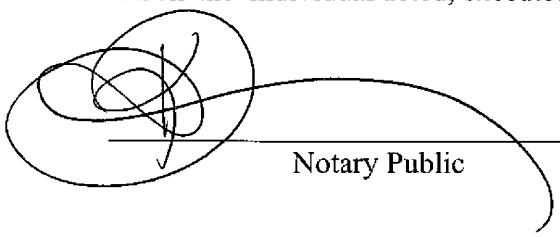
By: _____
Name: Spencer Orkus
Title: Authorized Signatory

ACACIA SENDERO VERDE HOUSING DEVELOPMENT FUND COMPANY, INC.,
a New York not-for-profit corporation

By: _____
Name: Raul Russi
Title: President

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

On this 27 day of February 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared SPENCER ORKUS, 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

KEEMYA DICKERSON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01DI6344390
Qualified in New York County
My Commission Expires June 27, 2024

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

On this ___ day of _____ 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual 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 this ___ day of _____ 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared SPENCER ORKUS, 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~~ Bronx)

On this 17 day of March 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared Raul Russi, 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

GIAMARA M. ROSADO
Notary Public, State of New York
Registration #02RO6305162
Qualified in Bronx County
Commission Expires June 2, 2026

SCHEDULE A

PREMISES KNOWN AS SENDERO A CONDOMINIUM
50 EAST 112TH STREET, NEW YORK, NEW YORK
BLOCK 1617, FKA LOT 120, NKA LOTS 1201 – 1206
COUNTY OF NEW YORK, STATE OF NEW YORK

Legal Description

ALL that certain plot, piece or parcel of land situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of East 112th Street (80 feet wide) with the easterly side of Madison Avenue (80 feet wide);

RUNNING THENCE easterly along the southerly side of East 112th Street, 100 feet to a point;

RUNNING THENCE southerly at right angles with the southerly side of East 112th Street, 140 feet 11 inches to a point;

RUNNING THENCE westerly at right angles to the last mentioned course, 100 feet to the easterly side of Madison Avenue;

RUNNING THENCE northerly along the easterly side of Madison Avenue, 140 feet 11 inches to the corner of the point or place of BEGINNING.

TOGETHER with the benefits of that certain Light and Air Easement Agreement by and among ACACIA SENDERO VERDE II HOUSING DEVELOPMENT FUND COMPANY, INC., SV-B OWNERS LLC, ACACIA SENDERO VERDE HOUSING DEVELOPMENT COMPANY, INC., SV-A OWNERS LLC and SV-A MODERATE OWNERS LLC, dated 6/24/2021 and to be recorded in the Office of the New York City Register, New York County.

TOGETHER with the benefits of that certain Shared Facilities and Easement Agreement by and among ACACIA SENDERO VERDE HOUSING DEVELOPMENT FUND COMPANY, INC., SV-A OWNERS LLC, SV-A MODERATE OWNERS LLC, ACACIA SENDERO VERDE II HOUSING DEVELOPMENT FUND COMPANY, INC. and SV-B OWNERS LLC, dated 6/24/2021 and to be recorded in the Office of the New York City Register, New York County.

SCHEDULE B

PREMISES KNOWN AS SENDERO A CONDOMINIUM
50 EAST 112TH STREET, NEW YORK, NEW YORK
BLOCK 1617, FKA LOT 120, NKA LOTS 1201 – 1206
COUNTY OF NEW YORK, STATE OF NEW YORK

Description of the Building

The Building is located at 50 East 112th Street, New York, New York and is a combination of a lawful community facility use, retail use and a multi-story residential housing facility consisting of a 35-story tower containing a cellar, mezzanine, roof and bulkhead. There will be six (6) Condominium Units in the Building:

Unit 1 contains 208 rental apartment units, consisting of 45 studio apartments, 90 one-bedroom apartments, 52 two-bedroom apartments and 21 three-bedroom apartments, one two-bedroom superintendent's unit.

Unit 2 contains 139 rental apartment units, consisting of 42 studio apartments, 64 one-bedroom apartments, 25 two-bedroom apartments and 8 three-bedroom apartments.

Unit 3 contains approximately 8,733 square feet of community facility space.

Unit 4 contains approximately 2,530 square feet of community facility space.

Unit 5 contains approximately 11,538 square feet of community facility space.

Unit 6 contains approximately 6,213 square feet of retail space.

The total height of the Building, from average base plane to the highest point on the roof is 401 feet and 1.5 inches. The Building's superstructures consists of reinforced cast-in-place concrete columns and slabs. Foundations consist of reinforced concrete walls running along the cellar perimeter with interior concrete columns supporting the first floor.

SCHEDULE C

PREMISES KNOWN AS SENDERO A CONDOMINIUM
50 EAST 112TH STREET, NEW YORK, NEW YORK
BLOCK 1617, FKA LOT 120, NKA LOTS 1201 – 1206
COUNTY OF NEW YORK, STATE OF NEW YORK

Description of the Units

Floor	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6	Residential Limited Common Elements	CF345 Limited Common Elements	CF35 Limited Common Elements	Common Elements
	(LIHTC Unit)	(Non-LIHTC Unit)	(CF Unit 1)	(CF Unit 2)	(CF Unit 3)	(Retail Unit)	(RLCE)	(CF345 LCE)	(CF35 LCE)	(CE)
	Square Footage	Square Footage	Square Footage	Square Footage	Square Footage	Square Footage	Square Footage	Square Footage	Square Footage	Square Footage
	Lot 1201	Lot 1202	Lot 1203	Lot 1204	Lot 1205	Lot 1206	Shared Among Lots 1201-1202	Shared Among Lots 1203-1205	Shared Among Lots 1203 and 1205	Shared Among all Lots 1201-1206
Cellar	-	-	-	-	-	1540	6258	379	-	3938
Floor 1	-	-	-	-	-	4214	8025	795	102	508
Floor 1 - Mezz	-	-	-	-	-	5	479	-	179	-
Floor 2	-	-	8037	1767	-	-	1042	746	248	2122
Floor 3	-	-	-	-	10652	-	885	345	201	33
Floor 4	-	-	-	-	-	-	8047	-	-	4087
Floor 5	6744	1287	-	-	-	-	1796	-	-	-
Floor 6	6153	1878	-	-	-	-	1796	-	-	-
Floor 7	5694	2338	-	-	-	-	1796	-	-	-
Floor 8	5020	3011	-	-	-	-	1796	-	-	-
Floor 9	5591	2440	-	-	-	-	1796	-	-	-
Floor 10	5628	2405	-	-	-	-	1796	-	-	-
Floor 11	4410	3621	-	-	-	-	1796	-	-	-
Floor 12	6218	1813	-	-	-	-	1796	-	-	-
Floor 13	5414	2616	-	-	-	-	1796	-	-	-
Floor 14	5456	2575	-	-	-	-	1796	-	-	-
Floor 15	5456	2575	-	-	-	-	1796	-	-	-
Floor 16	3950	4080	-	-	-	-	1796	-	-	-
Floor 17	2622	5408	-	-	-	-	1796	-	-	-
Floor 18	4126	3905	-	-	-	-	1796	-	-	-
Floor 19	5792	2239	-	-	-	-	1796	-	-	-
Floor 20	4354	3677	-	-	-	-	1796	-	-	-
Floor 21	4325	3706	-	-	-	-	1796	-	-	-

Floor 22	4354	3677	-	-	-	-	1796	-	-	-
Floor 23	4577	3453	-	-	-	-	1796	-	-	-
Floor 24	6210	1890	-	-	-	-	1726	-	-	-
Floor 25	6210	1890	-	-	-	-	1726	-	-	-
Floor 26	5899	2202	-	-	-	-	1726	-	-	-
Floor 27	5373	2728	-	-	-	-	1726	-	-	-
Floor 28	4570	3531	-	-	-	-	1726	-	-	-
Floor 29	4916	3185	-	-	-	-	1726	-	-	-
Floor 30	3816	4285	-	-	-	-	1726	-	-	-
Floor 31	4950	3151	-	-	-	-	1726	-	-	-
Floor 32	3502	4598	-	-	-	-	1726	-	-	-
Floor 33	1965	6136	-	-	-	-	1726	-	-	-
Floor 34	-	-	-	-	-	-	971	-	-	8864
Floor 35	-	-	-	-	-	-	662	-	-	3730
EMR	-	-	-	-	-	-	1017	-	-	-
Bulkhead Roof	-	-	-	-	-	-	-	-	-	902
Total	**143,295**	**90,300**	**8,037**	**1,767**	**10,652**	**5,759**	**78,770**	**2,265**	-	**24,184**

Unit Square Footages and Common Interest

Unit	Tax Lot	Approx. Unit Area in square feet	Percentage of Common Interest in Residential Limited Common Elements	Percentage of Common Interest in CF345 Limited Common Elements	Percentage of Common Interest in CF35 Limited Common Elements	Percentage of Common Interest in Common Elements
Unit 1	1201	143,295	61.34%	0%	0%	55.15%
Unit 2	1202	90,300	38.66%	0%	0%	34.76%
Unit 3	1203	8,037	0%	39.29%	43.00%	3.09%
Unit 4	1204	1,767	0%	8.64%	0%	0.68%
Unit 5	1205	10,652	0%	52.07%	57.00%	4.10%
Unit 6	1206	5,759	0%	0%	0%	2.22%

SCHEDULE D

PREMISES KNOWN AS SENDERO A CONDOMINIUM
50 EAST 112TH STREET, NEW YORK, NEW YORK
BLOCK 1617, FKA LOT 120, NKA LOTS 1201 – 1206
COUNTY OF NEW YORK, STATE OF NEW YORK

By-Laws of the Condominium

SCHEDULE D TO DECLARATION

BY-LAWS
OF
SENDERO A CONDOMINIUM

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BY-LAWS
OF
SENDERO A CONDOMINIUM

ARTICLE I. PLAN OF UNIT OWNERSHIP

Section 1. Condominium Unit Ownership. The Property, located at 50 East 112th Street, New York, New York, as specifically set forth in the Declaration ("Declaration"), executed by the "**Declarant**" and more commonly known as **SENDERO A CONDOMINIUM** (the "**Condominium**"), has been submitted to the provisions of the "**Condominium Act**" by recordation of the Declaration simultaneously herewith in the "**Register's Office**". The purpose of these By-Laws is to set forth the rules and procedures governing the operation and conduct of the Condominium.

Section 2. Applicability of By-Laws. The provisions of these By-Laws are applicable to the Condominium and the use and occupancy thereof. The term "**Condominium**" as used herein shall include the Land, the Building and improvements thereon, or to be erected thereon, including the Condominium Units (hereinafter referred to as "**Units**"), the Common Elements and Limited Common Elements and the use and occupancy thereof. Capitalized terms used herein without definition shall have the same meanings as those set forth in the Declaration to which these By-Laws are attached or, if not defined therein, the meanings specified in Section 339-e of the Condominium Act.

Section 3. Application. All present and future Unit Owners, mortgagees (after taking title to a Unit), permitted lessees, sublessees, employees, licensees, invitees, servants, agents, guests or any other persons that might use the facilities of the Condominium in any manner are and shall be subject to these By-Laws, the Declaration and any Rules and Regulations established by the Board of Managers and to all lawful actions taken pursuant thereto. The mere acquisition of title to, occupancy or rental of any of the Units will constitute an agreement that the provisions of these By-Laws, the Declaration and the Rules and Regulations, as the same may be amended from time to time, are accepted, ratified and will be complied with.

Section 4. Office. The principal office of the Condominium and of the Board of Managers shall be located at the Property or at such other place, as may be designated from time to time by the Board of Managers.

ARTICLE II. UNIT OWNERS

Section 1. Condominium. The Condominium shall be limited to Unit Owners. "**Unit Owner**", as referred to herein, shall mean all of the owners of each Unit, in each case, acting as one unit. Title to a Unit may be acquired and held in the name of one or more Persons or in any manner permitted by Law. The Condominium contains a total of six (6) Units, which are known as (i) Unit 1, (ii) Unit 2, (iii) Unit 3, (iv) Unit 4, (v) Unit 5 and (vi) Unit 6. Title to each Unit may be bifurcated into a legal owner and a beneficial owner.

Section 2. Voting. Members of the Board of Managers shall be designated by Unit Owners, as provided in Section 1 of Article IV. Voting shall be on a percentage basis and the percentage of the vote to which the Unit Owner (including the Declarant or its designee) is entitled is the percentage of Common Interest (as such term is defined in the Declaration) assigned to its

Unit in the Declaration. As clarification, the Common Interest is based solely on the percentage of interests each Unit Owner has in the Common Elements and not on the percentage of interests a Unit Owner may have in the Limited Common Elements. Thus, a Unit Owner (or proxy) shall be entitled to cast one vote for each percentage of Common Interest attributable to its Unit. The voting attributable to a Unit may not be divided. Cumulative voting shall not be permitted.

Section 3. Majority of Unit Owners. As used in these By-Laws, the term "**Majority of Unit Owners**" shall mean those Unit Owners, having more than 50% of the aggregate Common Interests of all Unit Owners, who are present or represented by written proxy and voting at a duly constituted meeting of Unit Owners, at which a quorum is present.

Section 4. Quorum and Adjournment. The presence in person or by written proxy of the duly appointed representative of each Unit Owner shall constitute a quorum at all meetings of the Unit Owners for the transaction of business, except as otherwise provided by Law, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Unit Owners, the Unit Owner(s) entitled to vote thereat, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called. In the event a Unit Owner misses two consecutive meetings, the Unit Owners present at the third meeting called to transact business shall constitute a quorum. Notwithstanding anything to the contrary contained herein, attendance (or written consent in lieu of attendance) by the Owners of the Residential Units shall be necessary to constitute a quorum.

Section 5. Vote Required to Transact Business. When a quorum is present at any meeting, the vote of a Majority of Unit Owners shall decide any question brought before such meeting and such vote shall be binding upon all Unit Owners, unless the question is one upon which, by express provisions of Law, the Declaration or of these By-Laws, a different vote or the consent of a Permitted Mortgagee (as hereinafter defined) is required, in which case such express provisions shall govern and control the decision of such question. The affirmative vote of the Residential Managers shall be required for any matter which materially affects either Residential Unit.

Section 6. Right to Vote. At any meeting of Unit Owners, every Unit Owner having the right to vote shall be entitled to vote in person or, if applicable, by proxy. A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity. Neither the Board of Managers nor any designee shall be entitled to vote, and the Common Interests of a Unit owned by the Board of Managers shall be excluded from the total Common Interests when computing the Interests of the Unit Owners for voting purposes.

Section 7. Proxies. Although it is not anticipated that a proxy will be initially required, a Person acting as a proxy need not be a Unit Owner. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof. All proxies shall be in writing, duly acknowledged and filed with the Secretary prior to the meeting at which the same are to be used. A notation of such proxies shall be made in the minutes of the meeting. Such proxy shall be revoked only upon actual receipt by the officer presiding over the meeting of notice of revocation from the Unit Owner, by executing and filing of a later dated proxy or revocation or by appearance

and voting in person.

Section 8. Title to Units. Subject to any requirements of the New York City Housing Development Corporation ("**HDC**"), the New York City Department of Housing Preservation and Development ("**HPD**"), and any other Permitted Mortgagee, title to Units may be taken by any Person, as defined herein, or any two or more Persons as joint tenants, tenants in common or tenants by the entirety, as may be appropriate, but not as owners in severalty. The Board of Managers may require evidence, satisfactory to the Board of Manager's counsel, of the authority of the party signing any agreement and confirming the binding nature thereof. A "**Person**" shall be any individual, corporation, partnership, trust, estate, unincorporated association, syndicate, joint venture, limited liability company, organization, government or any department or agency thereof, or any other entity permitted to own real property in the State of New York.

Section 9. Unilateral Actions of the Unit Owners. Notwithstanding anything contained in these By-Laws or the Declaration to the contrary, any action of a Unit Owner which exclusively affects its Unit shall be taken at the direction and sole expense of such Unit Owner ("**Unilateral Actions**"). A Unit Owner may not, without written consent of the other Unit Owner, take any action which affects any other Unit Owner or the Common Elements (a "**Multilateral Action**") unless the Declaration or these By-Laws specifically permit the taking of such action or such Unit Owner(s) consent to such action. Prior to taking a Multilateral Action, the Unit Owner proposing to take such action shall provide the Unit Owners that would be affected by such action with written notice and a detailed description of the proposed action (the "**Multilateral Action Notice**"). The noticed Unit Owners shall have fifteen (15) days from the date of receipt of the Multilateral Action Notice to deny the proposing Unit Owner's request to take the proposed Multilateral Action if any such Unit Owner objects, in its reasonable discretion, to such Multilateral Action. In the event the proposing Unit Owner believes with the noticed Unit Owner's objection is unreasonable, the disputing Unit Owners shall submit the dispute to arbitration in accordance with Article XV of these By-Laws.

Section 10. Actions Affecting Life and Safety. Notwithstanding anything contained in these By-Laws or Declaration to the contrary, including the preceding paragraph, the Unit Owners are authorized to take action required to make any repairs, restorations or replacements, the failure of which to make would create or allow to exist a life/safety and/or health/habitability issue with respect to the tenants, occupants or visitors of such Units, including but not limited to, a threat of personal injury to any occupants or visitors or continuing physical injury to the residential apartments ("**Life/Safety Repairs**").

ARTICLE III. ADMINISTRATION

Section 1. Place of Meetings. Meetings of the Unit Owners shall be held at the principal office of the Condominium or at such suitable place convenient to the Unit Owners as may be designated by the Board of Managers. Whenever feasible, the meetings of the Unit Owners and the Board of Managers may take place concurrently. Meetings may be held by means of a telephone conference or similar communication equipment or by electronic video screen communication.

Section 2. Annual Meetings; Election. The first annual Unit Owners' meeting will be

called by any of the Unit Owners or such Unit Owner's designees on the Board of Managers within ninety (90) days of the recordation of the Declaration. At such meeting a new Board of Managers shall be elected by the Unit Owners and the former members of the Board of Managers shall thereupon resign. Thereafter, the annual meetings of the Unit Owners shall be held within eight weeks of the anniversary of such date each succeeding year. At such meeting there shall be designated by the Unit Owners a Board of Managers in accordance with the requirements of Article IV of these By-Laws. There should be no need for a proxy. The Unit Owners may also transact such other business of the Condominium as may properly come before them.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners, as directed by resolution of the Board of Managers or upon a petition signed by a majority of Unit Owners having been presented to the Secretary. The notice of any special meeting shall state the time and place of the meeting and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail or e-mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at least ten (10) but not more than forty (40) days prior to such meeting. The mailing and/or e-mailing of a notice in the manner provided by these By-Laws shall be considered notice served.

Section 5. Waiver and Consent; Action without Meeting. (a) Whenever the vote of Unit Owners at a meeting is required or permitted by any provision of Law, the Declaration or of these By-Laws to be taken in connection with any action of the Condominium, the notice of meeting, and the meeting and vote of Unit Owners may be dispensed with if all Unit Owners who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

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

Section 6. Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

(a) Call to order and roll call.

(b) Proof of notice of meeting or waiver of notice.

(c) Reading of minutes of preceding meeting, unless waived.

(d) Reports of Officers.

(e) Report of the Board of Managers.

(f) Report of committees, if any.

(g) Election of inspectors of election (when so required).

(h) Election of members of the Board of Managers (when so required).

(i) Unfinished business.

(j) New business and adjournment.

Section 7. Conduct of Meetings. The President shall preside over all meetings of the Unit Owners. The Secretary shall keep the minutes of each meeting and record in a minute book all resolutions adopted as well as all transactions occurring at each meeting.

ARTICLE IV. BOARD OF MANAGERS

Section 1. Number and Qualifications. The affairs of the Condominium shall be governed by a board of managers (the "Board of Managers" or the "Board"). In exercising its powers and performing its duties under the Declaration and these By-Laws, the Board of Managers shall act as, and shall be, the agent of the Unit Owners, subject to, and in accordance with, the terms of the Declaration and these By-Laws. From and after the first meeting of the Unit Owners held pursuant to Section 2 of Article III of these By-Laws, the number of the members which shall constitute the Board of Managers shall be no less than three (3) persons and no more than six (6) persons. Each Unit Owner shall designate one member of the Board of Managers. The members of the Board of Managers need not be Unit Owners. To the extent any two or more Units are owned by the same Unit Owner or affiliates thereof, such Unit Owner(s) may designate one person to represent all such Units owned by such Unit Owner on the Board of Managers, and such person shall be entitled to vote the entire aggregate interest of the Units owned by such Unit Owner.

Section 2. Voting, Powers and Duties. Voting of the Board of Managers shall be on a percentage basis and the percentage of the vote to which each member of the Board of Managers is entitled is the percentage of Common Interest assigned to the Unit in the Declaration of the Unit Owner that appointed the member. Thus, a member of the Board of Managers (or proxy) shall be entitled to cast one vote for each percentage of Common Interest attributable to the Unit owned by the Unit Owner who appointed the member.

Section 3. Other Duties. In addition to duties approved by these By-Laws or by resolutions of the Condominium, the Board of Managers' other duties shall specifically include, but not be limited to, the following items:

(a) To collect, use and expend the monthly assessments ("**Common Charges**", which term also includes special assessments) for the operation, care, upkeep, maintenance, repair, replacement and preservation of the Condominium, including the Common Elements and Limited Common Elements; and except as otherwise provided, and to impose charges and transfer fees in connection with the transfer or lease of a Unit, provided that no such fees or charges or other conditions may be imposed upon the Declarant;

(b) To prepare and adopt an annual budget in which there shall be established the amount of the Common Charges to cover the cost of Common Charges, payable in advance. The Board may increase the monthly assessments or vote a special assessment in excess of that amount, if required, to meet any additional necessary expenses.

(c) To make repairs, additions and improvements to, or alterations of, the Property and to make repairs, restore or alter any Units, the Common Elements and Limited Common Elements or parts thereof after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings within the limitations of Article VIII, Section 3 and Article XII of these By-Laws;

(d) To enter into and upon the Units when necessary, with notice to the Unit Owner whenever possible and practical and at as little inconvenience to the Unit Owner as possible, in connection with the maintenance, care and preservation of the Building, Units, Common Elements and Limited Common Elements;

(e) To open and maintain bank accounts on behalf of the Condominium (with respect to matters within its jurisdiction as provided in these By-Laws) and to designate the signatories to such bank accounts;

(f) To obtain and review insurance policies and, subject to the rights of the Permitted Mortgagees, to insure the Common Elements, Limited Common Elements and Units in accordance with Article VIII of these By-Laws, paying the premiums for such insurance and adjusting and settling any claims thereunder and executing and delivering releases in connection therewith;

(g) To collect delinquent assessments by suit or otherwise to abate nuisances and to enjoin or seek damages from the Unit Owners (by levying fines which shall constitute Common Charges) for violations of these By-Laws or the Rules and Regulations herein referred to;

(h) To purchase any Unit at a foreclosure sale or other judicial sale in the name of the Board of Managers, on behalf of all the Unit Owners, or to accept the conveyance of a Unit by a Unit Owner pursuant to Section 339-X of the Condominium Act;

(i) To make such reasonable rules and regulations, as permitted by applicable Law, Declaration or By-Laws, and to amend the same from time to time, and such rules and regulations and amendments shall, subject to the rights and privileges afforded to the Declarant or its designee, be binding upon the Unit Owners when the Board has approved them in writing. A copy of such rules and all amendments shall be delivered to each Unit Owner;

(j) To employ and terminate the employment of employees and independent contractors necessary for the maintenance and operation of the Condominium and to purchase supplies and equipment, to enter into contracts and generally to have the powers of manager in connection with the matters hereinabove set forth;

(k) Subject to the affirmative vote of the managers appointed by the Owners of Unit 1 and 2 (collectively, the "**Residential Managers**"), to negotiate and settle claims and actions relating to the Condominium, to bring and defend actions by or against one or more Unit Owners and

pertinent to the operation of the Condominium; and to levy special assessments to pay for the cost of such litigation;

(l) With the prior consent of the Permitted Mortgagees, and subject to the terms of the Regulatory Documents (as such term is defined in the Declaration), to purchase, lease or otherwise acquire Units, in the name of the Board of Managers or its designee on behalf of all Unit Owners, rights and interests in real and personal property, including those Units offered for sale, lease or surrendered by their Owners and to take any and all steps necessary to repair or renovate any Unit so purchased, leased or acquired and to borrow money by mortgage or otherwise (as provided in subparagraph (n)) on behalf of the Condominium to finance such purchase, lease or acquisition and repair or renovation, and to offer such Unit for sale or lease or take any other steps regarding such Unit as shall be deemed proper by the Board of Managers;

(m) To grant utility, cable television or other easements as may, at any time, be required for the benefit of the Condominium and Unit Owners without the necessity of the consent thereto, or joinder therein, by the Unit Owners or any mortgagee, unless such consent is required in any mortgage encumbering a Unit;

(n) With the prior consent of the Permitted Mortgagees, and subject to the affirmative vote of the Residential Managers, to borrow money on behalf of the Condominium, in accordance with Section 339 (jj) of the Condominium Act, when required in connection with the operation, care, upkeep and maintenance of, or the making of repairs, replacements, restorations or additions to or alterations of the Common Elements or Limited Common Elements, provided, however, that (i) the consent of all Unit Owners shall be required for any borrowings, and (ii) no liens to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements or Limited Common Elements without the consent of the Owner of such Unit and; if applicable, its Permitted Mortgagee and HPD during the term of the Regulatory Documents and HDC during the term of the HDC/HPD Regulatory Agreement. If any sum borrowed by the Board of Managers pursuant to the authority contained in this subparagraph is not repaid by the Board of Managers, a Unit Owner who pays to the creditor such proportion thereof as its Interest in the Common Elements and Limited Common Elements bears to the interest of all the Unit Owners in the Common Elements and Limited 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. The foregoing sentence shall be deemed incorporated into each and every loan agreement or promissory note entered into or made by the Board of Managers pursuant to the authority granted to in the Declaration, these By-Laws or the Condominium Act.

(o) In connection with a debt incurred by it pursuant to the foregoing paragraph, the Board of Managers, on behalf of the Unit Owners may, with the prior written consent of the Permitted Mortgagees and HPD during the term of the Regulatory Documents and HDC during the term of the HDC/HPD Regulatory Agreement, and to the extent not already pledged to a Permitted Mortgagee (i) assign to the lender the Board's rights in and to future Common Charges, (ii) create a security interest in, assign, pledge, mortgage or otherwise encumber funds or other real or personal property that the Board holds, (iii) agree that, to the extent of any amounts due under any provisions of the agreements pursuant to which the debt was incurred, and subject to the provisions of Section 339-l of the Condominium Act, all Common Charges received and to be received by the Board of Managers, and the right to receive such funds, shall constitute trust funds for the

purpose of paying such debt and such funds shall be expended for such purpose before expending any part of the same for any other purpose, and (iv) agree that at the lender's direction, the Board will increase the Common Charges to the extent necessary to pay any amount when due under any of the provisions of the agreements pursuant to which the debt was incurred, but subject to the provisions of the Regulatory Documents. The foregoing sentence shall not be construed to authorize the Board of Managers to create a lien on any Common Elements or Limited Common Elements. Any assignment pursuant to clause (i) of this subparagraph (o) may provide, subject to the provisions of (n) above, that in the event of a default, the lender shall have the same right as the Board of Managers to file liens on unpaid Common Charges, in the lender's name, in accordance with these By-Laws and Sections 339-z and 339-aa of the Condominium Act and to foreclose such liens pursuant to Section 339-aa of the Condominium Act and pursuant to these By-Laws;

(p) To organize corporations, limited liability companies or other legal entities to act as designees of the Board of Managers with respect to such matters as the Board of Managers may determine;

(q) To execute, acknowledge and deliver (i) any declaration (including a declaration of zoning lot) or other instrument affecting the Property which the Board of Managers deems necessary or appropriate to comply with any Law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Building and improvements and (ii) any consent, covenant, restriction, easement or declaration affecting the Property which the Board deems necessary or appropriate;

(r) To prepare, execute, acknowledge and record on behalf of all Unit Owners, as their attorney-in-fact, coupled with an interest, a restatement of the Declaration and/or these By-Laws whenever, in the Board of Manager's determination, it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the Declaration and to these By-Laws, including any amendments required to reflect the construction of the proposed improvements.

(s) Intentionally Omitted.

(t) Subject to the consent rights of the Permitted Mortgagees, as set forth in Section 21 of the Declaration, to make additions, alterations, or improvements to the Common Elements or Limited Common Elements, provided that the cost of any single addition, alteration, or improvement does not exceed $250,000, except that (i) if the aggregate costs of all additions, alterations or improvements to the Common Elements or Limited Common Elements during any one fiscal year shall exceed $250,000, then any further additions, alterations, or improvements must first be approved by all Unit Owners, and (ii) the foregoing restrictions shall not apply in the case of an emergency. Any single addition, alteration or improvement to the Common Elements or Limited Common Elements costing in excess of $250,000 may be made by the Board of Managers only with the approval of all Unit Owners and each Permitted Mortgagee, to the extent required in the mortgage documents with such Permitted Mortgagee.

(u) To prepare, execute, acknowledge and deliver any documents or other instruments necessary to commence, pursue, compromise or settle certiorari proceedings to obtain reduced real estate tax assessments with respect to the Units for the benefit and on behalf of each Unit Owner and as its attorney-in-fact, coupled with any interest, provided such Unit Owner has given appropriate written authorization (and to retain counsel therefor). This shall not be deemed to prohibit a Unit Owner from commencing, pursuing, compromising or settling tax certiorari proceedings for its own Unit, and each Unit Owner may initiate, pursue and settle such proceedings for its own Unit independent from and without the consent of the other Unit Owner or the Board of Managers. In either case, each such Unit Owner indemnifies the Board of Managers from and against all claims, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from such proceedings.

(v) To designate, in its discretion, by resolution or resolutions, passed by a majority of the whole Board of Managers, an executive committee and such other committee or committees, each of such committees to consist of at least as many members as such Board may deem appropriate. At least one of the members of the executive committee shall be a Manager. Such committees shall, to the extent provided in said resolution or resolutions, have and may exercise the powers of the Board of Managers in the management of the business and affairs of the Condominium. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Managers, and they shall serve at the pleasure of the Board of Managers. Committees established by resolution of the Board of Managers shall keep regular minutes of their proceedings and shall report the same to the Board, as required;

(w) To do such other things and acts not inconsistent with the Condominium Act, the Declaration or these By-Laws which the Board of Managers may be authorized to do by a resolution of the Unit Owners, including the adoption and amendment of Rules and Regulations covering the details of the operation and use of the Property;

(x) To maintain complete and accurate books and records with respect to finances and the operation of the Board of Managers, including without limitation: (i) detailed accounts, in chronological order, of receipts and expenditures affecting the Property; (ii)detailed books of account of the Condominium Board; (iii) other financial records, as well as other books or account of the Condominium, as may be required to be kept pursuant to the terms of these By-Laws or the Regulatory Documents; and (iv) minutes and other records of all meetings held pursuant to the terms of these By-Laws or the Regulatory Documents.

(y) Notwithstanding anything contained in these By-Laws to the contrary, any action of the Board of Manager's which exclusively benefits one or more Unit Owners shall be taken at the sole expense of said affected Unit Owners. The Board of Managers may not, without written consent of such a Unit Owner, take any action which materially or adversely affects any Unit Owner unless the Declaration or these By-Laws specifically permit the taking of such action or such Unit Owner consents to such action. The determination of whether such action materially affects any Unit Owner shall be determined by the vote of the Board of Managers.

Section 4. [Intentionally Omitted]

Section 5. Managing Agent. The duties set forth in Sections 3(b), (h), (i), (k)-(s), (v) and (w) are not deemed to be delegable. The Board of Managers may employ for the Condominium a Managing Agent under a term contract or otherwise at compensation established by the Board to perform such duties and services as the Board of Managers shall authorize, including, but not limited to, all of the delegable duties of the Board listed in this Article. Such Managing Agent may be an affiliate of the Declarant.

Section 6. Term of Office. The term of office for each member of the Board of Managers shall be for one year, and shall commence on the date the board member is elected or designated by the Declarant, and expire on the date of the next election of a new Board of Managers. There shall be no limit on the number of terms a member of the Board of Managers may serve.

Section 7. Vacancy and Replacement. If any vacancy occurs with respect to any member of the Board of Managers who has been designated or elected by a Unit Owner, such Unit Owner shall have the sole right to choose such member's successor to fill the unexpired portion of its term.

Section 8. Resignation and Removal of Managers. Any member of the Board of Managers may resign at any time by written notice delivered or sent by certified mail, return receipt requested, to the Board. Such resignation shall take effect at the time specified therein, and unless specifically requested, acceptance of such resignation shall not be necessary to make it effective. At any regular or special meeting duly called, any one or more members of the Board of Managers may be removed for cause by an affirmative vote of a Majority of Unit Owners, in person or by proxy, and a successor may then and there be elected to fill the vacancy thus created for the remainder of the term. Any member of the Board of Managers whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting. Notwithstanding anything contained hereinabove, any member of the Board, who is designated as such by a Unit Owner and who is removed for cause may only be removed by such party and only such Unit Owner shall have the right to designate a replacement. Subject to the provisions of Section 9 to this Article, no member of the Board of Managers, other than a member of the first Board of Managers, shall continue to serve on the Board of Managers if, during his or her term of office, he or she shall cease to be a designee of a Unit Owner. Otherwise, he or she shall be deemed to have resigned as of the date such interest ceased. In the event that a Permitted Mortgagee shall foreclose upon any of the Units or otherwise succeed to the interest of any of the Unit Owners, the Permitted Mortgagee shall have the right to replace the member(s) appointed by such Unit Owner.

Section 9. First Board of Managers. The first Board of Managers shall consist of no less than three (3) individuals and no more than six (6) individuals to be designated by the Declarant. These individuals need not be a Unit Owner. Said individuals shall hold office and exercise all powers of the Board of Managers until the first annual meeting of Unit Owners. Any or all of the above named Board of Managers shall be subject to replacement in the event of resignation or death in the manner set forth in Section 7 of this Article.

Section 10. Organization Meeting. The first meeting of a newly elected Board of Managers shall be held within ten (l0) days of election at such place as shall be fixed by the members of the Board of Managers at the meeting at which such members of the Board of Managers were elected, (preferably at the same place as the Unit Owners' meetings), and no notice

shall be necessary to the newly elected members of the Board of Managers in order legally to constitute such meeting, providing a majority of the whole Board of Managers shall be present.

Section 11. Regular Meetings. Regular meetings of the Board of Managers may be held at such time and place as shall be determined, from time to time, by a majority of the members of the Board of Managers, but at least two such meetings shall be held during each fiscal year. Regularly scheduled meetings of the members of the Board of Managers may be held without notice. Otherwise, notice shall be given to each Manager, personally or by mail, facsimile, email, or telephone at least three (3) days prior to the day named for such meeting. Managers or members of any committee of the Board of Managers may participate in a meeting by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other.

Section 12. Special Meetings. Special meetings of the Board of Managers may be called by the President on three (3) days' notice to each Manager, given personally or by mail, facsimile, email, or telephone, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings shall be called by the President, Vice President or Secretary in a like manner and on like notice on the written request of at least two (2) members of the Board of Managers.

Section 13. Waiver of Notice. Before or at any meeting of the Board of Managers, any member of the Board of Managers may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at any meeting of the Board of Managers shall be a waiver of notice by him or her of the time and place thereof. Any one or more member of the Board of Managers or any committee thereof may participate in a meeting of the Board or committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting. If all the Managers are present at any meeting of the Board of Managers, no notice shall be required and any business may be transacted at such meeting.

Section 14. Board of Managers Quorum. A majority of the members of the Board of Managers shall be necessary and sufficient to constitute a quorum for the transaction of business, and an act of the majority of the voting interests being voted by the members of the Board of Managers present at any meeting at which there is a quorum or available by means of a conference telephone or similar communications equipment shall be the act of the Board of Managers, except as may be otherwise specifically provided by Law, the Declaration or these By-Laws. Notwithstanding anything to the contrary contained herein, attendance (or written consent in lieu of attendance) by the Residential Managers shall be necessary to constitute a quorum. If, at any meeting of the Board of Managers, there be less than a quorum present, the majority of those present may fix a time and place for the adjourned meeting and shall provide the other members of the Board of Managers with at least two (2) days' notice of the rescheduled meeting. At any such adjourned meeting, if a quorum is present any business which might have been transacted at the meeting as originally called may be transacted. Notwithstanding anything to the contrary contained herein, any action permitted or required to be taken at a meeting of the Board of Managers may be taken without a meeting if all the members of such Board of Managers consent in writing to the adoption of a resolution authorizing such action and the writing or writings are

filed with the minutes of the Board of Managers.

Section 15. Fidelity Bonds. The Board of Managers may require that all officers and employees of the Condominium be covered by a fidelity bond and that any Managing Agent handling or responsible for Condominium funds furnish (or the Board of Managers may provide) a fidelity bond in an amount to be determined by the Board of Managers. The Board of Managers may obtain such other fidelity bonds as it deems proper. The premium on any bond obtained by the Board of Managers covering the officers and employees of the Condominium and the Managing Agent shall be a Common Charge.

Section 16. Compensation. No member of the Board of Managers shall receive compensation from the Condominium for acting as such.

Section 17. Annual Statement. The Board of Managers shall (a) furnish annually, no later than 150 days (or such earlier time that may be required by a Permitted Mortgagee) after the close of the Condominium's fiscal year, to all Unit Owners, their mortgagees and, if required by applicable Law, statute or regulation, the Department of Law of the State of New York, and (b) present annually (at the annual meeting, but in no event later than four and one-half months after the close of the fiscal year), when called for by a vote of the Unit Owners at any special meeting of the Unit Owners, or otherwise required by applicable Law, statute or regulation, a full and clear statement of the business conditions and affairs of the Condominium, including a balance sheet and profit and loss statement certified by an independent public accountant and a statement regarding any taxable income attributable to the Unit Owner and a notice of the holding of the annual Unit Owners meeting.

Section 18. Liability of the Board of Managers and Unit Owners. To the extent permitted by Law, no member of the Board of Managers shall have any liability with respect to any act or omission of the Board of Managers or of any Managing Agent or member of the Board of Managers with respect to the affairs of the Condominium, except for their own individual willful misconduct or bad faith. Any contract, agreement or commitment made by the Board of Managers or any Managing Agent, acting within the scope of authority, shall state that it is made by such Board or Managing Agent, as agent for the Unit Owners as a group only, and that no member of the Board of Managers, nor an officer nor the Managing Agent nor individual Unit Owner (except as provided herein) shall be liable for such contract, agreement or commitment. The Unit Owners shall be liable as a group under such contract, agreement or commitment, but the liability of each Unit Owner shall be limited to such proportion of the total liability thereunder as his or her Common Interest bears to the Common Interest of all Unit Owners, members of the Board of Managers (or officers) shall have no liability to Unit Owners except that such person shall be liable for his or her own willful misconduct or bad faith. The Unit Owners shall severally indemnify and hold harmless all members of the Board of Managers from and against any liabilities or claims arising from acts taken by a member of the Board of Managers or officer in accordance with his duties as such members, except acts of willful misconduct or acts made in bad faith. Such several liability of the Unit Owners shall, however, be limited as to each Unit Owner to such proportion of the total liability thereunder as such Unit Owner's Common Interest bears to the Common Interest of all Unit Owners. Nothing in this Section shall limit a Unit Owner's liability for the payment of Common Charges. No member of the Board of Managers shall be liable for either (a) any failure or interruption of any utility or other service to be obtained by or on behalf of the Board

of Managers or to be paid for as a Common Charge, except where any such failure or interruption is caused by the acts of gross negligence or willful misconduct of the Board of Managers or any member thereof or (b) any injury, loss or damage to any individual or property occurring in or about either a Unit or any Common Element or Limited Common Element.

Section 19. Legal Status of the Board of Managers. In addition to the status conferred upon the Board of Managers under or pursuant to the provisions of the Condominium Act, the Board of Managers 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. In the event of the incorporation of the Board of Managers pursuant to the provisions of Section 20 hereof, the provisions of this Section 19 shall no longer be applicable.

Section 20. Incorporation of the Board of Managers. To the extent and in the manner provided in the Condominium Act, the Board of Managers may by action of such Board of Managers as provided in this Article, be incorporated under the applicable statutes of the State of New York. In the event that the Board of Managers 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 such Board of Managers under or pursuant to the provisions of the Condominium Act. The certificate of incorporation and By-Laws of any such resulting corporation shall conform as closely as practicable to the provisions of the Declaration and these By-Laws and the provisions of the Declaration and these 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.

ARTICLE V. OFFICERS

Section 1. Designation. The principal officers of the Condominium shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Managers. The Board of Managers may appoint one or more assistant secretaries and assistant treasurers and such other officers as in their judgment may be necessary. More than one office may be filled by the same person. The President must be a member of the Board of Managers, but no other officers need be members of the Board.

Section 2. Election of Officers. The officers of the Condominium shall be elected annually by the Board of Managers at its first meeting after each annual Unit Owners meeting and shall hold office at the pleasure of the Board and until their successors are elected.

Section 3. Resignation and Removal of Officers. The officers shall hold office until their successors are chosen and qualify in their stead. Any officer may resign at any time by written notice delivered or sent by certified mail, return receipt requested, to the Board. Such resignation shall take effect at the time specified therein and, unless specifically requested, acceptance of such resignation shall not be necessary to make it effective. Any officer elected or appointed by the Board of Managers may be removed with or without cause, at any time, by the affirmative vote of a majority of the whole Board of Managers, at any regular meeting of the Board or at any special meeting of the Board of Managers called for such purpose. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Managers. If such officer is also

a member of the Board of Managers and ceases to be or shall be suspended as a member of the Board of Managers during his or her term of office, such officer shall be deemed to have resigned his or her office, effective upon the date upon which such Member shall cease to be an officer.

Section 4. The President. The President shall be the chief executive officer of the Condominium. He or she shall preside at all meetings of the Unit Owners and members of the Board Managers, shall be an ex-officio member of all standing committees, shall have general and active management of the business of the Condominium, shall see that all orders and resolutions of the Board of Managers are carried into effect and shall have such other powers and duties as are usually vested in the office of President of a stock corporation organized under the Business Corporation Law of the State of New York or as are delegated by resolution of the Board of Managers.

Section 5. The Vice-President. The Vice-President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act and shall have such other powers and duties as are usually vested in the office of Vice-President of a stock corporation organized under the Business Corporation Law of the State of New York or as are delegated to the Vice-President by the President or by resolution of the Board of Managers. If neither the President nor the Vice-President is able to act, the Board of Managers shall appoint some other member of the Board of Managers to do so on an interim basis. The Vice-President may also perform the duties of Secretary and/or Treasurer, as described below.

Section 6. The Secretary. The Secretary or an Assistant Secretary shall attend all sessions of the Board of Managers and all Unit Owners meetings and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He or she shall give, or cause to be given, notice of all Unit Owners meetings and special meetings of the Board of Managers, and shall perform such other duties as may be prescribed by the Board of Managers or by the President, under whose supervision he shall be.

Section 7. The Treasurer. The Treasurer shall have the custody of the Condominium funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements in books belonging to the Condominium, including the vouchers for such disbursements, and shall deposit all monies and other valuable effects in the name and to the credit of the Condominium in such depositories as may be designated by the Board of Managers.

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

He or she shall keep or be responsible for keeping detailed financial records and books of account of the Condominium, including a separate account for each Unit which, among other things shall contain the amount of each assessment of Common Charges against such Unit, the date when due, the amounts paid thereon and the balance remaining unpaid.

He or she shall have such other duties and obligations as are delegated by the President by resolution of the Board of Managers and as are incident to the office of Treasurer of a stock corporation organized under the Business Corporation Law of New York.

Section 8. Execution of Documents. Except as provided below in Section 9, all agreements, contracts, deeds, leases and other instruments shall be executed by the President or such other person as may be designated by the Board of Managers.

Section 9. Checks. All checks or demands for money and notes of the Condominium shall be signed by both the President and Treasurer or by such other officer or officers or such other person or persons as the Board of Managers may from time to time designate.

Section 10. Compensation. No officer shall receive any compensation from the Condominium for acting as such.

Section 11. Liability of Officers. The Officers of the Condominium shall have the same rights and liabilities as the member of the Board under Section 18 of Article IV of these By-Laws.

ARTICLE VI. OPERATION OF THE PROPERTY

Section 1. Fiscal Year. The fiscal year of the Condominium shall be the calendar year, unless otherwise determined by the Board of Managers.

Section 2. Preparation and Approval of Budget. (a) The Board of Managers shall from time to time, but at least annually, fix and determine the budget representing the sum(s) necessary and adequate for the continued operation of the Condominium (the "**Common Charges**", which term includes any special assessments) and shall endeavor to send a copy of the budget and any supplement to the budget to every Unit Owner at least ten (10) days before the date set for adoption thereof by the Board of Managers.

(b) The failure or delay of the Board of Managers to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay such Owner's share of the Common Charges as herein provided whenever the same shall be determined. In the event of such a failure or delay, each Unit Owner shall continue to pay the monthly Common Charge at the rate established for the previous fiscal year until notice of the new payment shall become due in accordance with the new budget.

(c) The Board of Managers shall determine the total amount required, including the operational items, such as insurance (including a liability insurance policy premium and an insurance premium for a policy to cover repair and construction work in case of hurricane, fire, earthquake or other hazard), repairs, reserves, betterments, maintenance of the Common Elements and Limited Common Elements and other operating expenses, as well as charges to cover any deficits from prior years, that may be declared to be Common Charges by the Condominium Act, the Declaration or these By-Laws.

(d) Notwithstanding anything to the contrary contained herein, the adoption of or any change to the annual budget shall be subject to the affirmative vote of the Residential Managers.

Section 3. Determination of Common Charges and Fixing of Common Charges. (a) Except as otherwise provided herein, the Board of Managers shall determine the amount of the Common Charges payable by the Unit Owners to meet the common expenses of the Common

Elements and Limited Common Elements, and it shall allocate and assess such Common Charges between the Unit Owners in proportion to the respective Common Interests. Nothing contained herein is deemed to affect or regulate the rents of tenants residing in apartments in either of the Residential Units. Any Common Charges applicable to the Residential Limited Common Elements shall be determined and approved jointly by the Residential Managers.

The common expenses paid by Common Charges shall include all costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to the Common Elements and Limited Common Elements. Such common expenses shall include (i) such amounts as the Board of Managers may deem proper for a working capital or contingency reserve fund, (ii) the cost of insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the provision of this Article and Article VIII and the fees and disbursements of the Insurance Trustee, if any, and (iii) such amounts as may be required for the rental or purchase by the Board of Managers or its designee of a Unit. Common expenses shall include any real estate taxes on the Property until the Units are separately assessed.

(b) In addition to basing Common Charges on Common Interests, the Board may also make allocations and assessments of the Common Charges in accordance with higher insurance rates on some Units, sub-metering, contract allocation and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are in accordance with applicable provisions of Law. Further, Common Charges associated with the Limited Common Elements shall be paid by the Unit Owner in accordance with their respective interests in the applicable Limited Common Elements as set forth in Schedule C of the Declaration as set forth in Schedule C of the Declaration.

(c) All Unit Owners shall be obligated to pay the Common Charges (including special assessments) assessed by the Board of Managers, pursuant to the provisions of this Article. Unless otherwise determined by the Board, Common Charges shall be payable monthly in advance on the first day of each month. Special assessments, if required, shall be levied and paid in the same manner as hereinabove provided for a regular assessment and shall be subject to approval by the Residential Managers. In the event of a default in payment of a monthly Common Charge assessment by any Unit Owner, the Board of Managers, at its sole option, may declare the Common Charge assessment on said Unit Owner's Unit for the balance of the fiscal year immediately due and payable. Prior to making any such declaration following a default, the Board of Managers shall send notice to the delinquent Unit Owner and the mortgagee, if any, of such Unit giving the Unit Owner a five-day grace period in which to make his payment. The Board of Managers may charge the delinquent Unit Owner a fee or late charge of $.04 for each dollar of such amount which remains unpaid for more than ten (10) days from their due date (although this shall not be deemed an extension of time to pay such charges) to cover the additional burden to the Board of Managers occasioned by the lack of timely payment. Interest at the rate of eight (8%) percent per annum, but no greater than the highest rate permitted by Law, may also be collected by the Board of Managers on the Common Charge assessment from its due date to the date payment is actually received from the Unit Owner. Any "late charge" actually collected shall be credited against the interest expense. In addition, any attorney's fees paid or incurred by the Board of Managers or any Managing Agent in any proceeding brought to collect such unpaid Common Charges or in any action to foreclose the lien on such Unit arising from said unpaid Common Charges shall be a lien, as provided in Section 339-z of the Condominium Act. All such "late charges", interest and other expenses shall be added to and shall constitute Common Charges.

(d) For so long as the Regulatory Documents are in effect, the aggregate amount of Common Charges (including special assessments) allocated to the Residential Unit Owners in any fiscal year shall be allocated and apportioned in accordance with Section 339-m of the Condominium Act.

(e) The Board of Managers shall take action to collect any Common Charges due from any Unit Owner which remain unpaid 30 days from their due date by way of foreclosure of the lien on such Unit in accordance with the Condominium Act or otherwise and as provided in Article IX of these By-Laws. In accordance with Section 339-aa of the Condominium Act, in any such foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Unit for any period prior to the sale pursuant to judgment of foreclosure and sale, and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same.

(f) All liens provided for in this Section, to the extent permitted by applicable Law, shall be subordinate to liens for real estate taxes and mortgages of record on the Unit.

(g) No Unit Owner shall be exempt from liability for assessment of Common Charges by waiver of the use or enjoyment of any of the Common Elements or the Limited Common Elements or by abandonment of such Owner's Unit (except as provided herein). Any Unit Owner, however, may, subject to the terms and conditions of these By-Laws, convey such Unit, together with its appurtenant Common Interest and percentage interests in the Limited Common Elements ("**Appurtenant Interest**"), without consideration, to the Board of Managers or its designee, on behalf of the Unit Owners, and in such event (except as hereinafter set forth) be exempt from Common Charges thereafter accruing. In no event may such transfer occur, unless (i) such Unit is free and clear of liens and encumbrances, other than the statutory lien for unpaid Common Charges (provided that no amounts are owing under such lien) and (ii) no violation of any provision of the Declaration, these By-Laws or the Rules and Regulations then exists with respect to such Unit.

(h) No former Unit Owner shall be liable for any part of the Common Charges assessed against its Unit subsequent to a sale, transfer or other conveyance by it of its Unit, together with its Appurtenant Interest, in accordance with these By-Laws and the Declaration. A purchaser of a Unit (other than a mortgagee, its designee, or purchaser at a foreclosure sale) shall be liable for the payment of all Common Charges assessed against the Unit and unpaid at the time of the purchase. Such lien for Common Charges shall not be affected by any sale or transfer of a Unit, except that a purchaser of a Unit at a foreclosure sale or pursuant to remedies provided in a mortgage permitted by these By-Laws, or by deed in lieu of foreclosure shall, to the extent not prohibited by Law, extinguish a subordinate lien for such Common Charges. In such event the Owner of the Unit prior to such foreclosure sale shall remain liable for the payment of all unpaid Common Charges which accrued prior to such sale, but the unpaid Common Charges shall not be a lien on title to the Unit.

(i) Subject to the affirmative vote of the Residential Managers (but excluding any Manager representing or selected by the defaulting Unit Owner), the Board of Managers, or its designee, on behalf of all Unit Owners, shall have the power to purchase or lease any Unit at a foreclosure sale resulting from any action brought by the Board to foreclose a lien on the Unit because of unpaid Common Charges. In the event of such purchase or lease, the Board of Managers shall have the power to hold, lease, mortgage, vote, sell or otherwise deal with the Unit. A suit to recover a

money judgment for unpaid Common Charges shall also be obtainable separately without waiving the lien on the Unit. The cost of such purchase or lease may be included in the Common Charges. In the event the net proceeds received on such foreclosure (after deduction of the legal fees, advertising costs, brokerage commissions and other costs and expenses incurred in connection therewith) are insufficient to satisfy the defaulting Unit Owner's obligations, such Unit Owner (except where the Unit Owner is the Board of Managers or its designee) shall remain liable for the default.

(j) Upon the written request of any Unit Owner, contract vendee or a mortgagee, the Board of Managers shall promptly furnish such party with a written statement of the unpaid Common Charges due from such Unit Owner, which statement may be relied on by any of the foregoing parties and any title insurance company licensed to do business in the State of New York which is insuring the title or mortgage for such Unit.

(k) In the event that the Affordable Housing Units (as defined in the MIH Agreements) are further subdivided from the Residential Units and are the sole apartments in a new condominium unit, then the Common Charges for such new unit shall be determined by Section 339-m of the New York Real Property Law.

Section 4. Taxes, Other Municipal Charges and Utilities. (a) Water and sewer services shall be supplied to and for all of the Units, the Common Elements and Limited Common Elements by the City of New York. Except to the extent Unit Owners or a tenant of a Unit Owner are or may be billed directly by the City Collector, the Board of Managers shall pay, as a Common Charge, all water charges and sewer rents promptly after the bills for the same shall have been rendered. Sewer charges are derived directly from water usage. Notwithstanding the foregoing, for so long as HDC or its assignee is a Permitted Mortgagee of any of the Units, the water and sewer charges and all property taxes for such Units will be escrowed and paid by HDC or its assignee or designee, as set forth in the mortgages held by HDC or its assignee; or in the event that there is no mortgage held by HDC on a Unit, by another Permitted Mortgagee, as set forth in next most senior mortgage held by such Permitted Mortgagee of such Unit.

(b) Unit Owners will be assessed and taxed on their Units and their share of the Common Elements and Limited Common Elements. Each Unit Owner will therefore be responsible for initiating any review by the City of its Unit's real estate tax assessment.

(c) Until the Units are separately assessed for real estate tax purposes, the Unit Owners shall pay to the Board of Managers or to Declarant (if Declarant has paid such real estate taxes) their respective pro rata share of all real estate taxes, if any, with respect to the Property (in proportion that the Common Interest of each Unit Owner bears to the sum of the Common Interests of all Unit Owners). If a Unit Owner is exempt from payment of such taxes, it shall, upon request, provide the Board of Managers with current evidence of such exemption, and such Unit Owner shall have no obligation to pay any share of the real estate taxes for the Property.

(d) In the event of a permitted proposed sale of a Unit by the Owner thereof, the Board of Managers, upon request of the selling Unit Owner, shall execute and deliver to the Purchaser of such Unit or to the Purchaser's title insurance company, a letter agreeing to pay all charges for water, sewer rents and real estate taxes (so long as such Board of Managers is still collecting and paying such charges) affecting such Owner's Unit to the date of closing of title to such Unit, promptly after such charges shall have been billed by the City Collector of other proper authorities.

(e) In general, heating gas shall be supplied through a gas meter or meters and will be part of the Common Charges, unless separately metered.

(f) Except as provided herein to the contrary, electricity is supplied to the Units through a separate meter or meters, and each Unit Owner and/or its tenants shall be required to pay all charges for electricity used or consumed directly to the utility company. The cost of electricity of the Common Elements and Limited Common Elements, if any, shall be paid by the Board and will be borne as a Common Charge payable by Unit Owners in accordance with each Unit Owner's Common Interest. The Board of Managers shall have the right, at its sole discretion, to require that electricity be supplied to all or some of the Units, through one or more electrical meters and the cost thereof be borne by each Unit Owner, based on sub-metering or any other reasonable basis, as determined by the Board.

Section 5. Reserves. The Board of Managers shall accumulate and maintain reasonable reserves for working capital, operations, contingencies and replacements and reasonable amounts with respect to the insurance "deductible" described in Section 1 of Article VIII. Such reserves shall be Common Charges and included in the annual budget prepared by the Board of Managers. If such reserves are inadequate for any reason, the Board may impose a special assessment as described in Section 3(d) of this Article. The Condominium will establish such insurance escrow as may be required by HDC, HPD or any Permitted Mortgagee.

Section 6. Maintenance and Repairs. (a) By the Board of Managers. Except as provided in these By-Laws, the Declaration or the Regulatory Documents, all maintenance, painting, decorating, repairs and/or replacement to the Common Elements and Limited Common Elements, including but not limited to structural work, exterior walls, roof and roof membranes of the Building, as well as painting or refinishing, repair and/or maintenance of the exterior surfaces, roof, windows and doors which open from the Building, as well as all maintenance, repairs and replacements of the electric meter, trash compactor, elevator machine, boiler rooms, Building foyers and public stairways and of any pipes, wires, conduits and utility lines, or any portion of which is located in one Unit and services another Unit or so much of any pipes, wires, conduits and utility lines as are located in the Common Elements or Limited Common Elements but serve one or more Units shall be contracted for by the Board of Managers. The cost thereof shall be a Common Charge, except if such maintenance, painting, repair or replacement is necessitated because of the negligence, misuse or neglect of the Unit Owner or the prior alteration of the Unit by the Unit Owner, in which event, the cost thereof shall be assessed to and paid by the Unit Owner. Unit Owners shall be responsible for and shall pay for clearing snow accumulations in front of their Units.

The Board of Managers shall repair and replace any pipes, wires, conduits and utility lines located underground or overhead of any Common Elements or Limited Common Elements and the cost thereof shall be a Common Charge, except that the Unit Owner shall pay for the cost of any maintenance or repairs necessitated because of the negligence, misuse or neglect of the Unit Owner or prior alteration of a Unit. The Board of Managers shall repair all plumbing stoppages and electrical problems occurring in the Common Elements and Limited Common Elements.

(b) By the Unit Owner. Every Unit Owner must perform promptly all maintenance and repair work to its own Unit and the Limited Common Element appurtenant to such Unit, which if omitted would affect the Condominium in its entirety or in a part belonging to other Unit Owners,

it being expressly responsible for the damages and liabilities that its failure to do so may engender.

All repairs and maintenance of internal installations of the Unit or Limited Common Element, as applicable, such as water, light, gas, power, sewage, telephone, air conditioners, sanitary installations, lamps and all other accessories belonging to the Unit (including electrical and plumbing repairs in the Units, painting and decorating of the interior of the Units), repairs and replacements to the Units including windows (including all glass breakage) and doors which open from a Unit on which painting is performed by the Board of Managers, and repairs to the pipes, wiring and servicing the same Unit, other than as set forth above in subparagraph (a) shall be made by the respective Unit Owners at their own expense.

(c) All repairs or replacements shall be substantially similar to the original construction and installation and shall be of first class quality. In the event that a Unit Owner fails to make any maintenance or repair which maintenance or repair is necessary to protect any of the Common Elements, Limited Common Elements or any other Unit, the Board of Managers shall have the right to make such maintenance or repair (after the failure of the Unit Owner to do so after ten (10) days written notice, or written or oral notice of a shorter duration in the event of an emergency situation) and to charge the Unit Owner for the cost of all such repairs and/or maintenance. In the event that the Board of Managers charges a Unit Owner for repairs or maintenance to its Unit and the Unit Owner fails to make prompt payment, the Board of Managers shall be entitled to bring suit thereon and, in such event, the Unit Owner shall be liable for the reasonable attorneys' fees and costs of such or proceeding together with interest, at the prime rate set forth in the Wall Street Journal plus 8% per annum, on all sums due.

(d) All repairs, painting or maintenance, whether made by the Unit Owner or by the Board of Managers to the doors, windows, or the exterior surface of the Building, the roof, or to any generally visible portion of the Common Elements or Limited Common Elements shall be carried out in such a manner so as to conform to the materials, style and colors selected or as determined by the Board of Managers. The exterior glass surfaces of all windows located in any Unit shall not be colored or painted. (See also, Section 9 hereof).

(e) Notwithstanding anything to the contrary contained herein, for so long as HDC or its assignee is a Permitted Mortgagee, HDC's or its assignee's or designee's prior written consent shall be required for any work on any Unit that (i) is structural, (ii) materially alters the appearance of the Property, (iii) requires a change to the Property's certificate of occupancy, (iv) costs in the aggregate more than $250,000, or (v) sub-divides a Unit.

Section 7. Use of Units and Property. (a) Except as provided in Section 8 of the Declaration or otherwise herein expressly provided, the Residential Units shall be used for residential and community facility purposes only and the CF Units shall be used for community facility purposes, all as permitted under the Zoning Regulations of the City of New York and as provided in the applicable provisions of the Regulatory Documents and the Condominium Declaration. Except as specified in Article XI, a Unit may be owned by an individual, corporation, partnership, fiduciary or any other entity (including, but not limited to, a limited liability company or the United States government and any instrumentality thereof and foreign governments and any embassy, consulate or other instrumentality thereof). Subject to the foregoing, a Unit may be occupied by any person as permitted by Law, the Declaration and these By-Laws and/or any mortgage, regulatory agreement or other document affecting said Unit.

(b) No immoral, improper, offensive or unlawful use or other use that may create a nuisance or hazard to the occupants of the Residential Units (including, but not limited to, a massage parlor, stores selling pornographic material or drug paraphernalia, nightclubs and entertainment facilities, and pawn shops) shall be made of the Property or any part thereof, including any Unit, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof, shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion or use of the Property, shall be complied with, by and at the sole expense of the Unit Owner or the Board of Managers, whichever shall have the obligation to maintain such portion of the Property, and if the latter, then the cost of such compliance shall be a Common Charge. Notwithstanding anything to the contrary herein or in the Declaration, the Units may not be used or occupied: (1) in violation of any Federal, state or municipal law, ordinance, order, rule, regulation or other governmental requirement, including, without limitation, health, safety and environmental laws, rule and regulations; (2) as a private or commercial golf course, country club, massage parlor, hot tub facility, suntan facility, tattoo parlor, gun shop, pawn shop, racetrack or other facility used for gambling; (3) for any pornographic or adult entertainment purpose.

(c) No Unit Owner shall use, store, generate, treat, transport, handle or dispose of within its Unit or elsewhere in the Building any Hazardous Substances, other than ordinary cleaning fluids, diesel fuel and natural gas which are used, stored, generated, treated, transported, handled and disposed of by and occupant in strict compliance with applicable Law. No occupant shall use, store, generate, treat, transport, handle or dispose of within its Unit or elsewhere in any Building any Hazardous Substances, except in strict compliance with applicable Law. "**Hazardous Substances**" means any pollutants, contaminants, toxic or hazardous substances, materials, wastes, constituents, compounds or chemicals (including, without limitation, petroleum or any by-products or fractions thereof, any form of mold, natural gas, lead, asbestos and asbestos-containing materials, building construction materials and debris, polychlorinated biphenyls ("**PCBs**") and PCB-containing equipment, radon and other radioactive elements, ionizing radiation, electromagnetic field radiation and other non-ionizing radiation, infectious, carcinogenic, mutagenic or etiologic agents, pesticides, defoliants, explosives, flammable, corrosives and urea formaldehyde foam insulation) that are regulated by, or may now or in the future form the basis of liability, under the Law.

Section 8. Use of Common Elements. (a) The Common Elements and Limited Common Elements shall not be obstructed, littered, defaced or misused in any manner. Such areas shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units (with respect to the Common Elements); the CF Units (with respect to the CF Limited Common Elements); the Residential Units (with respect to the Residential Limited Common Elements). The Residential Limited Common Elements and CF Limited Common Elements may have appropriate furnishings and equipment, as applicable.

(b) The Common Elements and Limited Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units. As more particularly provided in the Declaration:

i. the CF Limited Common Elements are for the exclusive use of the owners, lessees, sublessees, employees, licensees, invitees, servants, agents, and guests of the CF Units;

ii. the Residential Limited Common Elements are for the exclusive use of the owners, lessees, sublessees, employees, licensees, invitees, servants, agents, and guests of the Residential Units; and

The use of the Common Elements and Limited Common Elements use may be limited as provided in Section 11 hereof or in the Rules and Regulations. No Unit Owner shall make any addition, alteration or improvement or change in and to the Common Elements or Limited Common Elements without the prior written consent of the Board of Managers (which shall require the affirmative vote of the Residential Managers) and, if applicable, its mortgagee.

(c) Every Unit Owner shall be liable for any and all damages to the Common Elements, Limited Common Elements and the Property of the Condominium, which shall be caused by said Unit Owner or such other person for whose conduct it is legally responsible, provided, however, that nothing contained herein shall be construed as modifying any waiver by an insurance company of its rights of subrogation.

(d) Neither the Common Elements nor Limited Common Elements shall be used in such a manner so as to unreasonably interfere with the other Units for their permitted purposes.

Section 9. Additions, Alterations or Improvements. (a) By the Board of Managers. Except as may be otherwise provided in the Declaration or these By-Laws, all additions, alterations, repairs or improvements in or to any Common Element shall be made by the Board of Managers and the cost and expense thereof shall be charged to the Board of Managers as a Common Charge or to the Unit Owner responsible therefor, as the case may be. Subject to Sections 3(t) of Article IV hereof, whenever in the judgment of the Board of Managers, the Common Elements, and Limited Common Elements shall require additions, alterations, repairs or improvements costing in excess of an aggregate of $1,000,000 during any one year period, and the making of such additions, alterations, repairs or improvements shall have been approved by the Unit Owners (except that the approval of the Unit Owners shall not be necessary in the case of emergency repairs) and Permitted Mortgagees (if their approval is required), the Board of Managers shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a Common Charge. Except as provided in Section 3(t) of Article IV, any such additions, alterations or improvements costing $1,000,000 or less may be made by the Board of Managers without approval of the Unit Owners (and, if required, the Permitted Mortgagee(s)) and the cost thereof shall be a Common Charge. Notwithstanding anything to the contrary contained herein, any structural alterations must be approved by the Permitted Mortgagee(s).

(b) By Unit Owners. Except as may be otherwise provided in the Declaration or these By-Laws, no Unit Owner shall make any structural additions, alterations or improvements in or to its Unit without previously obtaining the consent of the Board of Managers and (x) if required by such Unit Owner's Permitted Mortgagee, such Permitted Mortgagee in writing and (y) HDC, for so long as HDC is a Permitted Mortgagee of any Unit. The Board of Managers shall have the obligation to answer within thirty (30) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration. However, in no event shall failure to respond by a Permitted Mortgagee be considered deemed consent. Any such consent may contain such reasonable conditions as may be required for the protection of other Unit Owners, the Board of Managers or the Property. Such conditions may include the execution of an agreement in form and substance satisfactory to the Board of Managers setting forth the terms under which such additions, alterations, repairs or improvements may be made, including, without

limitation, the days and hours during which any work may be done. Any contractor employed by a Unit Owner may not employ any Person who may cause labor stoppages in the work of Condominium employees or other contractors or subcontractors employed in the Condominium. If the Declarant or Board of Managers incurs any costs or fees in reviewing a Purchaser's proposed alteration plans or monitoring such work, such costs or fees shall be reimbursed by the Purchaser. The provisions of this Paragraph shall not apply to Declarant or an affiliate.

(c) All structural additions, alterations, repairs or improvements by Unit Owners shall be made in compliance with all Laws, rules, ordinances and regulations of all governmental authorities having jurisdiction thereof. A Unit Owner making or causing to be made any structural addition, alteration, repair or improvement shall agree and shall be deemed to have agreed, to hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom.

(d) 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 a structural alteration, addition, improvement or repair in or to any Unit so approved by the Board shall, if required by Law or such department or authority, be executed by the Board or, if required by the Board, provided that the Board shall not incur any liability, cost or expense in connection with such application or to any contractor, subcontractor, materialman, architect or engineer on account of such alteration, addition, improvement or repair or to any person having any claim for injury to person or damage to property arising therefrom.

(e) In the event that any alterations, additions, improvements or repairs made by any 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 or reissuance of a temporary or permanent certificate of occupancy for other Units in the Building, then, upon the written request of the Declarant or the Board of Managers, the Unit Owner shall restore the Unit, at such Unit Owner's sole cost and expense, to its original condition. If such Unit Owner fails to commence diligently to and completely restore the Unit within fifteen (15) days of receipt of written request, then the Declarant or the Board of Managers, as the case may be, shall be entitled to enter and restore the Unit at the expense of the Unit Owner and to exercise any other remedies provided for in these By-Laws.

Section 10. Right of Entry. In general, the Board of Managers and any Managing Agent, other employees, contractors and/or any other Person authorized by the foregoing shall have a reasonable right of access to any Unit, subject to the rights of tenants of such Units, if any, pursuant to existing leases, and to all portions of the Common Elements and Limited Common Elements for the purpose of carrying out any of their obligations under these By-Laws or the Declaration of the Condominium. Whenever possible and practical, notice of such access or intent to gain access shall be given to the Unit Owner by the Board of Managers.

Section 11. Rules and Regulations. In addition to the other provisions of these By-Laws, including, but not limited to, Sections 7 and 8 hereof, the Rules and Regulations annexed hereto as Exhibit 1 and made a part hereof, shall govern the use of the Units, the Common Elements and the Limited Common Elements. Except as otherwise set forth in these By-Laws and the Declaration, the Board of Managers may from time to time, modify, amend or add to the Rules and Regulations. Copies of any newly adopted modified, amended or additional Rules and Regulations shall be furnished by the Board of Managers not less than thirty (30) days prior to the effective date thereof. Notwithstanding anything to the contrary contained herein, the Rules and

Regulations may not be amended so as to adversely affect either Unit Owner without the prior written consent of such Unit Owner.

ARTICLE VII. NOTICES

Section 1. Definition. Whenever under the provisions of the Declaration or of these By-Laws, any notice, demand, statement or other communication is required to be given to the Board of Managers, any Managing Agent or Unit Owner, or lender, it shall not be construed to mean personal notice; but such notice may be given in writing, by personal delivery or by registered or certified mail, addressed to the Board of Managers at its principal office, such Manager, Managing Agent or Unit Owner at such address as appears on the books of the Condominium or at such other address given to the Board of Managers by notice in accordance with the provisions of this Section. Notwithstanding the foregoing, billing statements for monthly charges or other regularly recurring items may be delivered by hand, email or regular mail, unless otherwise determined by the Board of Managers. All notices shall be deemed to have been given when personally delivered or five days after mailing in a postage-prepaid sealed envelope, except notices of change of address which shall be deemed to have been given when received.

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

ARTICLE VIII. INSURANCE AND INSURANCE TRUSTEE

Section 1. Insurance to be Carried by the Board of Managers. Unless otherwise waived or required to be carried by the Unit Owners, or unless otherwise unobtainable, or otherwise required by the Permitted Mortgagees or under the Regulatory Documents, the Board of Managers shall be required to obtain and maintain, the following "master" or "blanket" type insurance: "all risk" insurance which includes fire, extended coverage, vandalism and malicious mischief, water damage, lightning and natural disaster insurance, insuring the Building, including Common Elements, Limited Common Elements, the Units, together with all heating, and any air conditioning or other service machinery to be contained therein (but not including the Land, foundation, excavation and other items normally excluded from coverage, such as wall, ceiling or floor decorations or covering or furniture, furnishings, fixtures, equipment or other personal property supplied or installed by Unit Owners or their tenants), covering the interests of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their interests may appear, in an amount at least equal to one hundred (100%) percent of the full replacement value of the Condominium (exclusive of depreciation, the cost of land excavations, footings and foundations and other items normally excluded from such coverage). All references herein to a "master" or "blanket" type policy of property insurance are intended to denote single entity condominium insurance coverage. Any insurance maintained by the Board may provide for such deductible amounts as the Board determines.

The name of the insured under such policies must be set forth therein substantially as follows: "Board of Managers of Sendero C Condominium and the Insurance Trustee for use and benefit of the Unit Owners". Each of such policies shall contain a New York standard mortgagee clause (without contribution) in favor of each mortgagee of a Unit, which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject,

however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee hereinafter set forth; and such other insurance as the Board of Managers may determine.

All such policies shall provide that adjustment of loss shall be made by the Board of Managers with the approval of the Insurance Trustee, and that the net proceeds thereof, if $100,000 (or some other agreed upon amount) or less, shall be payable to the Board of Managers, and if more than such amount, shall be payable to the Insurance Trustee, to be applied for the purpose of repairing, restoring or rebuilding the Building, unless otherwise determined by the Unit Owners or by a Permitted Mortgagee. The Board of Managers is hereby irrevocably appointed agent for each Unit Owner for the purpose of purchasing and maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose, in each case subject to the rights of Permitted Mortgagees.

The Insurance Trustee shall be the sole loss payee under such insurance policy.

All policies of physical damage insurance shall contain, to the extent obtainable, a waiver by the insurer of any right to claim by way of subrogation against the Board of Managers, the Managing Agent, any Unit Owner or any tenant of a Unit and a waiver of any reduction of pro rata liability of the insurer as a result of any insurance carried by Unit Owners or of the invalidity arising from any acts of the insureds or any Unit Owners, and the Unit Owners, individually, as well as the Condominium shall be the primary insureds to the extent as their interests may appear. Such policies shall also provide that they may not be cancelled or modified without at least thirty (30) days prior written notice to all of the insureds, including all named mortgagees of Units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all Unit Owners and mortgagees of Units so requesting at least thirty (30) days prior to expiration of the then current policies. Certificates of insurance shall be issued to each Unit Owner and mortgagee upon request. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Managers shall obtain an estimate from a fire insurance company or otherwise of the full replacement value of the Condominium, including all of the Common Elements and Limited Common Elements appurtenant thereto but exclusive of Land for the purpose of determining the amount of fire insurance to be effected pursuant to this Section. Appraisals of the replacement value as required herein shall be obtained and all appropriate insurance coverage shall be adjusted accordingly.

The Board of Managers shall also obtain and maintain, to the extent obtainable and desired, workers' compensation insurance, employer liability, New York State disability insurance and blanket fidelity insurance covering all employees of the Condominium and all other persons who handle funds of or administered by the Condominium in sufficient amounts to protect fully the interest of the Condominium and they be carried on each member of the Board of Managers, officers of the Condominium and the Managing Agent.

Where any Managing Agent has the responsibility for handling or administering funds of the Board of Managers, the Managing Agent may be required to maintain or the Board may provide fidelity coverage for the Managing Agent's officers, employees and agents handling or responsible for funds of, or administered on behalf of the Condominium. Such fidelity bonds shall name the Board of Managers as an obligee and shall not be less than three (3) months collections. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of person

serving without compensation from the definition of "employees", or similar terms or expressions. The premiums on all bonds required herein shall be paid by the Board of Managers as a Common Charge. Any bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to the Board of Managers and Insurance Trustee.

The Condominium shall also have comprehensive general liability insurance in such limits as the Board of Managers may from time to time determine, covering each member of the Board of Managers, the Managing Agent and each Permitted Mortgagee, and as may be required under the Regulatory Documents, except arising out of occurrences within its own Unit, each Unit Owner. Until the first meeting of the Board of Managers following the first annual Unit Owners meeting, such public liability insurance shall be in a single limit of $1,000,000 primary coverage covering all claims for bodily injury and for property damage arising out of one occurrence. Such public liability insurance shall commence upon effectiveness of the Condominium. The Board shall also secure boiler and machinery insurance, plate glass insurance, to the extent deemed necessary, and directors' and officers' errors and omissions insurance with a limit of not less than $1,000,000. All such policies must also have a thirty (30) day notice of cancellation clause.

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

At the Permanent Loan Closing, as defined in HDC's Commitment for construction and permanent loan financing for the Building, and for so long as a loan held by HDC ("**HDC Loan**") is outstanding on any Unit, the Board of Managers shall pay to HDC an insurance escrow reserve as required by the loan documents and as reasonably determined by HDC, for any insurance policies required under these By-Laws. Such amounts shall be expended by HDC to reimburse the Condominium for, or to pay directly when due, the premiums of any insurance policies required by these By-Laws. The Unit Owners and the Board of Managers agree that any amount by which the insurance escrow reserve shall, at any time in the sole discretion of HDC, be deficient for the purpose of paying the insurance premiums, shall be paid by the Unit Owners as apportioned by HDC within twenty (20) days after written notice and demand. All amounts in the insurance escrow reserve may be commingled with the general funds of HDC. Upon satisfaction of the HDC Loan, any amounts remaining in the insurance escrow reserve shall be returned to the Unit Owners. Absent gross negligence, willful misconduct or bad faith, HDC shall be protected and shall incur no liability for or in respect of any action taken or omitted with respect to this escrow reserve. This provision may not be amended or modified without the written consent of HDC.

Section 2. The Insurance Trustee. The Insurance Trustee, if other than a Permitted Mortgagee, shall be a bank, trust company or savings and loan association having an office in the State of New York, designated by the Board of Managers, and having an adequate capital surplus and undivided profits, as determined by the Board of Managers. All fees and disbursements of the Insurance Trustee shall be paid by the Board of Managers and shall constitute a Common Charge of the Condominium. In the event the Insurance Trustee resigns or fails to qualify, the Board of Managers shall designate a new Insurance Trustee which shall also be a bank, trust company or saving and loan association, located in the State of New York. Notwithstanding anything contained in this Article to the contrary, so long as any loan made by HDC to a Unit is outstanding, HDC, or a depository designated by HDC, shall act as Insurance Trustee for the Condominium

and all in accordance with the provision for the payment of insurance escrow reserves, as set forth in these By-Laws, except that notwithstanding the foregoing, (a) for so long as the credit enhancement (the "Credit Enhancement") of the first mortgage on the Units provided by an institutional lender ("LC Provider") is outstanding, LC Provider shall act as the Insurance Trustee for the Condominium; and (b) to the extent either of HDC or LC Provider no longer have a security interest in the Property, then HPD (or its designee) may serve as Insurance Trustee, provided that it still has a security interest in the Property. The Insurance Trustee shall hold all proceeds held by it in accordance with Section 254(4) of the New York Real Property Law or, if the Insurance Trustee is a Permitted Mortgagee, in accordance with its first priority mortgage.

Section 3. Restoration or Reconstruction after Casualty or Condemnation. During the term of the HDC financing, any casualty or condemnation proceeds will be paid to HDC or the Insurance Trustee and will be disbursed to pay for the repair and restoration of the Property subject to the conditions for disbursement set forth in the Permitted Mortgages. In the event of damage to or destruction of the Condominium as a result of fire or other casualty or in the event the Common Elements or Limited Common Elements or any part thereof are taken by condemnation or by eminent domain, the Board of Managers shall arrange for the prompt repair and restoration of the Building, and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of all property insurance policies or condemnation awards, as the case may be, to the contractors engaged in such repairs and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute an expense that each party pays in accordance with its common interest, and the Board of Managers may assess all the Unit Owners for such deficit as part of the Common Charges.

Subject to the rights of the Permitted Mortgagees and subject to the Regulatory Documents and notwithstanding the foregoing paragraph, if 75% or more of the Property, Common Elements and Limited Common Elements are destroyed or are taken in condemnation and the Unit Owners do not duly and promptly resolve to proceed with repair or restoration, the Property shall be subject to an action for partition at the suit of any Unit Owner or lienor, as if owned in common, pursuant to Section 339-cc of the Condominium Act, in which event the Property will not be repaired and the net proceeds of sale, together with the net proceeds of property insurance policies or condemnation awards (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3, and the amount of property insurance proceeds or condemnation awards shall have exceeded the cost of such repair or restoration then the excess of such insurance proceeds or condemnation awards) shall be considered as one fund and shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among all the Unit Owners in proportion to their respective Common Interests, after first paying out of the share of each Unit Owner the amount of any unpaid liens on its Unit, including mortgage liens, in the order of the priority of such liens.

Whenever in this Section the words "promptly repair" are used it shall mean repairs are to begin no more than sixty days from the date the Insurance Trustee notified the Board of Managers and the Unit Owner or Unit Owners that it holds proceeds of insurance sufficient to pay the estimated costs of such work; or not more than ninety days after Insurance Trustee notified said Board of Managers and Unit Owner or Owners that such funds are insufficient to pay said estimated costs and advising them of the amount of the required completion bond, if necessary. If there is no Insurance Trustee, then the aforementioned 60 and 90 day periods shall begin from the date of notification by an insurance adjuster retained by the Board of Managers.

If the Units, Common Elements or Limited Common Elements are destroyed or damaged by fire or other casualty or taken by condemnation and the proceeds or awards are insufficient to cover or exceed the cost of repairs or restoration, the deficit or surplus will be borne or shared entirely by all Unit Owners in proportion to their respective Common Interests. In any other casualty or condemnation, any deficit or surplus of insurance proceeds or condemnation awards shall be borne or shared by all Unit Owners in the proportion that the cost of repairing the damage, destruction or condemnation to their respective Units bears to the total cost of repairing all damage or destruction.

Subject to the rights of the Permitted Mortgagees, if a portion of any Unit shall be taken in condemnation or by eminent domain and the Condominium shall not be terminated by reason of a simultaneous taking pursuant to the terms of this Section, the Common Interest appurtenant to such Unit shall be adjusted in the proportion that the total floor area of such Unit after such taking bears to the total floor area of such Unit prior to such taking. The Board of Managers shall promptly prepare and record an amendment to the Declaration reflecting the new Common Interest appurtenant to such Unit, which amendment shall be executed by the Owner of such Unit together with the holders of record of any liens thereon (or in lieu of execution by such Unit Owner and lienors, the same may execute a consent to such amendment in recordable form). Following the condemnation and the recording of the aforementioned amendment to the Declaration, the votes appurtenant to such Unit shall be based upon the new Common Interest of such Unit, and, in the event of taking of an entire Unit, the right to vote appurtenant to such Unit shall wholly terminate. In either event, the Common Interests of the other or remaining Units shall be adjusted accordingly and reflected in an amendment to the Declaration duly executed and acknowledged by the Board of Managers and the Owners of, together with the holders of record of, and in accordance with Article XII(c) hereof, all liens upon, all of the other or remaining Units.

Nothing in these By-Laws or the Declaration shall be construed to grant a Unit Owner or any other Person priority over the rights of a Permitted Mortgagee in the case of a distribution to a Unit Owner of insurance proceeds or condemnation awards for loss of or damage to a Unit, the Common Elements or Limited Common Elements.

The Condominium and each Unit Owner shall cooperate in assuring that all insurance policies maintained by the Condominium are not duplicative of the policies maintained by each Unit Owner and that such policies provide coverage that is required to be maintained under any organizational documents of a Unit Owner or the requirements of any Permitted Mortgagee.

ARTICLE IX. DEFAULT AND RIGHTS OF ACTION

Section 1. Rights of Action. Each Unit Owner shall be governed by and shall conform to all of the terms of the Declaration and these By-Laws, the Condominium Act and the Rules and Regulations, as any of the same may be amended from time to time, and with all resolutions and decisions adopted thereto. In addition to the remedies provided in Section 339-j of the Condominium Act, the Board of Managers shall have the right, in addition to such other rights set forth in these By-Laws, to (a) if the Unit Owner fails to commence to abate or remove a violation or breach within thirty (30) days following notice from the Board of Managers to such Unit Owner, enter any Unit or Common Element, in which or as to which, a 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 the Board of Managers shall not be deemed guilty or liable in any matter of trespass or (b) bring an action to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach. Unit Owners shall have similar rights of action against the Board of Managers. The aforesaid relief shall not be exclusive of other remedies provided by Law.

Section 2. Defaults by Unit Owners. Each Unit Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by such Unit Owner's act, neglect or carelessness or the act, neglect or carelessness of any employee, agent, licensee or invitee, but only to the extent that such expense is not covered by the proceeds of insurance. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or other appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation. In any proceedings arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorneys' fees as may be determined by a court.

ARTICLE X. AMENDMENTS

Section 1. In General. (a) Except as specifically provided herein or in the Declaration to the contrary, the Declaration and these By-Laws may be amended at any duly called Unit Owners' meeting, provided that (i) the notice of the meeting shall contain a full statement of the proposed amendment; (ii) the amendment shall be approved by all of the Unit Owners in number and Common Interest, (iii) said amendment shall be set forth in a duly recorded amendment to the Declaration and (iv) such amendment is not inconsistent with the Regulatory Documents (as such term is defined in the Declaration). Such amendment shall be executed by the Board of Managers, as attorney-in-fact for the Unit Owners, coupled with an interest, for the purpose of approving and executing any instrument effecting such amendment. No amendment, however, will affect or impair the validity or priority of the Unit Owners' interest or their Common Interests or the interests of holders of a mortgage encumbering a Unit or Units, without the express written consent of all the parties affected thereby. Notwithstanding anything to the contrary, in no event shall these By-Laws be amended without the prior consent of the Permitted Mortgagees, which consent shall not be unreasonably withheld (with respect to HDC, such consent shall not be unreasonably withheld provided that the modification does not, in HDC's sole judgment, materially affect the Bonds or HDC's rights under the Condominium Documents or the loan documents), and HPD during the term of the Regulatory Documents and HDC during the term of the HDC/HPD Regulatory Agreement.

In no event shall this Article X Section 1 be amended without the unanimous written

consent of the Unit Owners, Permitted Mortgagees, and HPD during the term of the Regulatory Documents and HDC during the term of the HDC/HPD Regulatory Agreement.

Section 2. Consent of Declarant and Mortgagee. Notwithstanding anything contained in this Article to the contrary, no amendment of or to the Declaration or these By-Laws shall be effective in any respect (a) without the prior written consent of the affected Unit Owner(s) with respect to any amendment of or to the Declaration or these By-Laws modifying the permitted uses of the Units or the Rules and Regulations modifying the permitted uses of any such Unit or affecting the rights, privileges, easements, licenses or exemptions granted to any Unit Owner, (b) without the prior written consent of the Declarant or its designee with respect to any amendment of or to the Declaration or these By-Laws modifying the permitted uses of the Building or any portion thereof or affecting the rights, privileges, easements, licenses or exemptions granted to Declarant or its designee or otherwise adversely affecting Declarant or its designee, or (c) without the prior written consent of the Permitted Mortgagees, HPD during the term of the Regulatory Agreement and HDC during the term of the HDC/HPD Regulatory Agreement, and Unit Owners if such amendment would affect the rights, privileges, easements, licenses or exemptions granted to the Unit Owners. Notwithstanding anything contained herein to the contrary, no amendment of those Articles or provisions in the Declaration or these By-Laws affecting the rights and privileges of any Permitted Mortgagee or HPD shall be effective as against such Permitted Mortgagee or HPD unless such Permitted Mortgagee has given its prior written consent thereto, which consent shall not be unreasonably withheld, and HPD has given its prior written consent thereto.

ARTICLE XI. SELLING, MORTGAGING AND LEASING UNITS

Section 1. Mortgage of Units and Notice to Condominium.

(a) Each Unit Owner shall have the right to mortgage its Unit without restriction, except in accordance with the Regulatory Documents, and subject to prior written consent of any Permitted Mortgagee of such Unit and HPD and HDC as required under the Regulatory Documents. A Unit Owner or lessee of a Unit which so mortgages its Unit or interest therein shall notify the Condominium through the Managing Agent, if any, or the President of the Board of Managers in the event there is no Managing Agent, of the name and address of its mortgagee and, if so requested, shall file a conformed copy of such note and mortgage with the Board. A Unit Owner which satisfies a mortgage covering its Unit shall so notify the Board (or Managing Agent) and if requested, shall file a conformed copy of the satisfaction of mortgage with such Board. Such Unit Owner shall, prior to making such mortgage, satisfy all unpaid liens against its Unit, other than Permitted Mortgages. A Unit Owner who satisfies a mortgage covering its Unit shall so notify the Board and, if so requested, file a conformed copy of the satisfaction or discharge of such mortgage with the Board. The Board of Managers shall maintain such information in a book entitled "Mortgages of Units" or some similar record.

Section 2. Notices of Action. A holder, insurer or guarantor of a mortgage on a Unit (including the LC Provider, for so long as the Credit Enhancement is outstanding) or of a mortgage on any leasehold or subleasehold interest in a CF Unit (collectively referred to herein as "**Permitted Mortgagee**") will each be entitled to timely written notice of:

(a) any proposed amendment of the Condominium Documents, including but not limited

to an amendment effecting a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (ii) the interests in the Common Elements or Limited Common Elements appertaining to any Unit or the liability for Common Charges pertaining thereto, (iii) the number of votes in the Board of Managers appertaining to any Unit or (iv) the purposes to which any Unit, the Common Elements or Limited Common Elements are restricted;

(b) any proposed amendment to or termination of the Condominium;

(c) any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a mortgage held, insured or guaranteed by such Permitted Mortgagee;

(d) any delinquency in the payment of assessments or Common Charges owed by a Unit Owner, subject to the mortgage of such Permitted Mortgagee, where such delinquency has continued for a period of 60 days, or any other default by the Unit Owner whose Unit is subject to the mortgage of such Permitted Mortgagee (and in each case, the Permitted Mortgagee shall have the right, but not the obligation, to cure such delinquency or default within 60 days of receiving notice, or within such longer period of time as may be required for such Permitted Mortgagee to obtain possession and effectuate a cure if possession is required for such cure, and the same shall be accepted by the Board of Managers);

(e) any change in the Managing Agent; and

(f) any lapse, cancellation or material modification of any insurance policy maintained by the Board of Managers pursuant to Article VIII hereof.

Section 3. Selling and Leasing Units. (a) Each Unit Owner may transfer or lease all or a portion of its Unit in the Condominium, provided that it meets all requirements of the applicable Permitted Mortgagee, any applicable provision of the Regulatory Documents, the provisions of the Condominium Act, the applicable provisions of Law, and certificates of incorporation of the selling Unit Owner, as applicable.

(b) Any purported sale or lease of a Unit in violation of this Section shall be voidable at the election of the Board of Managers, and, if the Board of Managers shall so elect, the Unit Owner shall be deemed to have authorized and empowered the Board of Managers to commence legal proceedings to eject the purported purchaser (in the case of an unauthorized sale) and to evict the purported tenant (in the case of an unauthorized leasing) in the name of the said Unit Owner as the purported owner or landlord. Said Unit Owner shall reimburse the Board of Managers for all expenses (including attorneys' fees and disbursements) incurred in connection with such proceedings.

(c) Whenever the term "Unit" is referred to in this Section, it shall include the Unit, the Unit Owner's "Appurtenant Interest," which is the Unit Owner's undivided interest in the Common Elements and Limited Common Elements appurtenant thereto, the proportionate interest in any Units acquired by the Board of Managers and any other assets held by the Board.

(d) The provisions of this Article shall also not apply to the acquisition or sale of a Unit by a Permitted Mortgagee, which shall acquire title to such Unit by foreclosure, power of sale, other judicial sale or by deed in lieu of foreclosure. Such provisions shall, however, apply to any

purchaser from such mortgagee.

Section 4. No Severance of Ownership. No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to its Unit without including therein its Appurtenant 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 Common Interest appurtenant to any Unit may be sold, conveyed or otherwise disposed of, except as part of a sale, conveyance or other disposition of the Unit to which such Interest is appurtenant or as part of a sale, conveyance or other disposition of such part of the appurtenant Common Interests of all Units. Nothing in this Section 4 shall prohibit the lease of any Unit without the simultaneous lease of its appurtenant Common Interest.

Section 5. Waiver of Partition Rights. The Unit Owners waive all of their voting rights concerning partition respecting any Unit acquired by the Board of Managers, on behalf of all Unit Owners, as tenants-in-common, in accordance with this Article. Further, the Board of Managers shall not be entitled to vote any interest acquired pursuant to this Article XI.

Section 6. Payment of Common Charges and Assessments. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease its Unit unless all unpaid Common Charges and amounts theretofore assessed by the Board of Managers against such Unit shall have been paid in full and until such Unit Owner shall have satisfied all unpaid liens against its Unit, other than mortgages as permitted by these by-laws, if permitted by the holder of any such mortgage. Such unpaid Common Charges, however, can be paid out of the proceeds from the sale of a Unit, or by the grantee. Further, a Unit Owner may convey its Unit and its Common Interest appurtenant thereto to the Board of Managers on behalf of all Unit Owners free of any cost to the Board or the Unit Owners and upon such conveyance such Unit Owner shall not be liable for any Common Charges thereafter accruing against such Unit. Any sale or lease of any Unit in violation of this Section shall be voidable at the election of the Board of Managers.

Section 7. Charges Imposed on Sale or Lease of Units. If permitted by Law, the 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 the Common Charges payable by the selling or leasing Unit Owner. The aforesaid Common Charge shall not apply to the lease of or transfer of any Unit by a Permitted Mortgagee or the Declarant.

Section 8. Notices Concerning Unit Occupancy. Within five (5) days following the acquisition of a Unit or the commencement of a lease for a Unit relating thereto, the new Unit Owner or lessor, as the case may be, shall notify the Managing Agent as to the name of the purchaser or lessee, except in the case of leases of dwelling units in the Residential Units, in which case no such notification shall be required.

Section 9. Signage. Any signage to be displayed by a Unit Owner or tenant thereof on the exterior of such owner's Unit shall adhere to design standards to be developed by the Board of Managers or be approved by the Board of Managers.

ARTICLE XII. CONDEMNATION

(a) The Board of Managers shall represent the Unit Owners (and each Unit Owner approves the Board of Managers as attorney-in-fact for such purpose) in the condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or Limited Common Elements, or part thereof, by the condemning authority. In the event all or part of the Common Elements or Limited Common Elements are taken in condemnation or eminent domain proceedings, the award from such proceedings shall be paid to the Insurance Trustee, if the award is more than $100,000, and to the Board of Managers if the award is $100,000 or less. If the award is not applied to the repair or restoration of the Common Elements or Limited Common Elements, as the case may be, in accordance with Section 3 of Article VIII, the award shall be distributed as follows:

(i) So much of the award as is applicable to Common Elements, to the Unit Owners pro rata according to the respective Common Interests appurtenant to the Units owned by such Unit Owners.

(ii) So much of the award as is applicable to Limited Common Elements, to the Unit Owners in accordance with their respective ownership interest in the Limited Common Elements.

(iii) So much of the award as is applicable to Residential Limited Common Elements, to the Residential Unit Owners in accordance with their respective ownership interest in the Residential Limited Common Elements.

(b) In such eminent domain or condemnation proceeding, the Board shall request that the award shall set forth the amount allocated to Common Elements and/or Limited Common Elements. In the event the award does not set forth such allocation then the question of such allocation shall be submitted to arbitration in accordance with Article XV of these By-Laws.

(c) No reallocation of Common Interests resulting from a partial condemnation or partial destruction (as described in Section 3 of Article VIII hereof) of the Condominium may be effected without the approval of the Permitted Mortgagees of first mortgages on the Units affected by any such reallocation.

ARTICLE XIII. SEWER SYSTEM

(a) The Board of Managers and each and every Unit Owner shall keep the internal sewer lines and/or drains and drywells wholly within the boundary limits of the Property, and their point of exit from the Condominium shall not be altered.

(b) The Board of Managers and each Unit Owner (including the Declarant, if applicable) shall maintain the sanitary and storm drainage system, including the internal drains and drywells at all times during the life of the Condominium. They shall be responsible for the abatement of any nuisance due to the use of the system, including the internal drains and drywells that would have an adverse effect on the health, safety, and welfare of the City and State of New York.

(c) The Board of Managers and each and every Unit Owner (including the Declarant, if applicable) shall insure that (i) the internal sewer lines or drains are utilized in such a manner so that the actual conveyance of sanitary flow does not exceed the design capacity of the internal

sewer lines or drains as to size, shape, slope and velocity and (ii) that the internal sewer lines or drains have sufficient capacity to take the estimated peak sanitary flow from the Building.

(d) Finally, the Board of Managers and each and every Unit Owner (including the Declarant, if applicable) shall utilize the internal sewer lines or drains and drywells in such a manner that it will not in any way have an adverse effect on the City of New York's sanitary and storm water drainage plans for the tributary drainage area or the separate sewer outlets.

ARTICLE XIV. BOOKS AND RECORDS

Section 1. Records. The Board of Managers or the Managing Agent, if any, shall keep detailed records of the actions of the Board, minutes of the meetings of the Board, minutes of the meetings of the Unit Owners and financial records and books of account with respect to the activities of the Board, including a chronological listing of all receipts and expenditures. In addition, the Board shall keep a separate account for each Unit, which, among other things, shall contain the amount of each assessment of Common Charges against each such Unit, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid.

Section 2. Audits. Within 150 days after the end of each fiscal year (or such earlier time as may be required by a Permitted Mortgagee), an annual report of receipts and expenditures prepared and certified by an independent certified public accountant or a public accountant, shall be submitted by the Board of Managers to all Unit Owners, and, if so requested, to any Permitted Mortgagee (or its insurer or guarantor), as the case may be. The cost of such report shall be paid by the Unit Owners as a Common Charge. The annual report of receipts and expenditures shall be submitted by the Board of Managers to HDC for so long as HDC is Permitted Mortgagee.

Section 3. Availability of Documents.

(a) Every Unit Owner or its representative and Permitted Mortgagee, if any, on any Unit shall be entitled to examine the books, records and financial statements of the Condominium upon request and on reasonable notice to the Board during normal business hours or under other reasonable circumstances but not more than once a month. To insure the privacy of all Unit Owners, names of all Unit Owners shall, unless otherwise required by Law or court decision, shall remain strictly confidential.

(b) The Board of Managers shall also be required to make available for inspection to such parties copies of the Declaration or these By-Laws, including, but not limited, to the Declaration, By-Laws, Floor Plans and Rules and Regulations governing the Condominium. Copies of any books and records will be furnished only at the expense of the Unit Owner requesting same.

ARTICLE XV. ARBITRATION

Section 1. General Procedure. Any matter required to be determined by arbitration pursuant to the terms of the Declaration or these By-Laws shall be submitted for resolution before a single arbitrator in a proceeding held in New York, New York in accordance with the then existing rules of the American Arbitration Association or any successor organization thereto. In the event that the American Arbitration Association shall not then be in existence and has no successor organization, any such arbitration shall be held in New York City, New York before one arbitrator appointed, upon the application of any party, by the Real Estate Board of New York,

Inc. The decision of the arbitrator so chosen shall be given within ten (10) days after its selection or appointment. Any arbitrator appointed or selected in connection with any arbitration to be conducted hereunder shall be a member of a law firm whose principal office is located in New York, New York. Notwithstanding anything to the to the contrary, in no event shall HDC and HPD be named as a party to any such arbitration.

Section 2. Variation by Agreement. The parties to any dispute required or permitted to be resolved by arbitration pursuant to the terms of the Declaration or these By-Laws may, by written agreement, vary any of the terms of Section 1 hereof with respect to the arbitration of such dispute or may agree to resolve their dispute in any other manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as "New York Simplified Procedure for Court Determination of Disputes".

Section 3. Binding Effect. The decision in any arbitration conducted pursuant to the terms of Sections 1 and 2 hereof shall be binding upon all of the parties thereto and may be entered in any court of appropriate jurisdiction.

Section 4. Costs and Expenses. The fees, costs and expenses of the arbitrator shall be borne by the losing party in the arbitration or, if the position of neither party to the dispute shall be substantially upheld by the arbitrator, such fees, costs and expenses shall be borne equally by the disputants. Each disputant shall also bear the fees and expenses of its counsel and expert witnesses. All costs and expenses paid or incurred by the Board of Managers in connection with any arbitration held hereunder, including, without limitation, the fees and expenses of counsel and expert witnesses shall constitute Common Charges.

ARTICLE XVI. MISCELLANEOUS

Section 1. Insurance. Except as may otherwise be provided in these By-Laws, under no circumstances shall a Unit Owner permit or suffer anything to be done or left in its Unit which will increase the insurance rates on its Unit or any other Unit, on the Common Elements or on the Limited Common Elements.

Section 2. Invalidity. Should any of the covenants, terms or provisions herein imposed be void or be or become invalid or unenforceable at law or in equity as against any Person or party, the remaining provisions of these By-Laws shall, nevertheless, be and remain in full force and effect. In the event any provision of these By-Laws or the Rules and Regulations conflict with the provisions of the Declaration, the provisions of the Declaration shall control.

Section 3. Certain References. Wherever the neuter singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, whatever the context so requires. The terms, "herein", "hereof" or "hereunder" or similar terms used in these By-Laws refer to these entire By-Laws and not to the particular provision in which the terms are used, unless the context otherwise requires. Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of these By-Laws.

Section 4. Conflicts. These By-Laws are set forth to comply with the requirements of the Condominium Act. In case any of these By-Laws conflict with the provisions of the Regulatory Documents, the provisions of the Regulatory Documents shall control. If the conflict is between

these By-Laws and Condominium Act or Declaration, the Condominium Act or the Declaration, whichever the case may be, shall control.

Section 5. Mortgagee Provisions. All provisions hereof which provide the LC Provider or a Permitted Mortgagee with any rights, powers, or authority hereunder shall automatically and without need for any amendment hereto become null and void upon (i) the termination of the Credit Enhancement (in the case of the LC Provider), and (ii) the satisfaction of the applicable mortgage, in the case of any Permitted Mortgagee.

EXHIBIT 1

RULES AND REGULATIONS FOR THE UNITS IN SENDERO A CONDOMINIUM (as authorized in Section 11 of Article VI of the By-Laws)

1. The sidewalks, entrances, passages, public halls, elevator, vestibules, stairways and any areas adjacent to or in the Building shall not be obstructed or used for any purpose, other than ingress to and egress from the Building.

2. Each Unit Owner shall keep its Unit in a good state of preservation and cleanliness. Any determination as to what constitutes a good state of preservation and cleanliness shall be within the sole but reasonable discretion of the Board of Managers. There shall be no exterior changes made to lights or landscaping without Board approval.

3. Nothing shall be hung or shaken from any doors, windows or roofs or placed upon the window sills in the apartments, retail or parking areas. It is prohibited to hang garments, rugs, etc. from the windows of the Building or to string clothes lines on or over the Common Elements, Limited Common Elements or to use any of the Common Elements or Limited Common Elements for storage purposes for Unit Owners, except as permitted by the Board. It is prohibited to dust rugs, etc. from the windows or to clean rugs, etc. by beating on the exterior part of the Building. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed in any of the passages, public halls, vestibules, corridors or stairways of the Common Elements or Limited Common Elements (except for rooms designated for such purposes), nor shall any fire exit thereof be obstructed in any manner.

4. The Board of Managers may, from time to time, curtail or relocate any portion of a Common Element devoted to storage, recreation, utility and metering or service purposes in the Building. In no event may any sort of storage or other use of meter rooms, boiler rooms, and any other room however designated which opens onto a public hall be permitted without the prior written consent of the Board.

5. Nothing shall be done or kept in any Unit, in the Common Elements or in the Limited Common Elements that will increase the rate of insurance of the Building, or the contents thereof, without the prior written consent of the Board. As provided in Section 3(b) of Article VI of the By-Laws, some Unit Owners may pay higher Common Charges if the permitted use of their Units results in higher insurance rates for the Condominium. No Unit Owner shall permit anything to be done or kept in its Unit, in the Common Elements or in the Limited Common Elements, which will result in the cancellation of insurance on the Property, or the contents thereof, or that would be in violation of any Law. No waste shall be committed in the Common Elements or Limited Common Elements.

6. No Unit Owner or any of its tenants, agents, employees, licensees or guests, shall, at any time, bring into or keep in its Unit any inflammable, combustible or explosive fluid, material, chemical or substance, except as may be necessary or appropriate for the permitted uses of such Unit, appurtenant Common Elements or appurtenant Limited Common Elements.

7. No occupant of the Condominium shall make, cause or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from his or her

Unit, its appurtenant Common Elements or its appurtenant Limited Common Elements or do or permit anything to be done therein that will interfere with the rights, comforts or conveniences of the other Unit Owners or occupants thereof. No occupant of a Unit or Building shall play upon or suffer to be played upon any musical instrument, or operate or permit to be operated a phonograph or other device, radio, television set, or other loudspeaker between midnight and the following 7:00 A.M., if the same shall disturb or annoy other occupants of the Building, unless the same shall have the prior written consent of the Board of Managers, and in no event shall any Unit Owner practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M. (other than school activities conducted in Unit 3, which may commence earlier than 9:00 A.M.), unless otherwise consented to by the Board of Managers. No construction, repair work, or other installation involving noise shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency.

8. No plantings will be permitted on any portion of the roof, terrace, or elsewhere in the Common Elements or Limited Common Elements without the prior written approval of the Board. Plantings shall be contained in boxes of wood lined with metal or other materials impervious to dampness and standing on supports at least two inches from the balcony or roof surface, and if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water.

9. No group tour or exhibition of any part of the Condominium or any Unit or its contents shall be conducted (other than those consistent with a school use, as applicable for Unit 3), nor shall any auction sale be held in such Unit, or in any part of the Condominium, without the consent of the Board or the Managing Agent in each instance.

10. No window guards or other window decorations shall be used in or about any apartment, other than child guards or unless otherwise required by Law, except such as shall have been approved in writing by the Board or the Managing Agent. In no event, however, shall any exterior glass surface of any windows at the Property be colored or painted.

11. No radio or television aerial or satellite devices shall be attached to or hung from the exterior of the Building, and no sign, notice, advertisement, or illumination (including, without limitation, "For Sale", "For Lease" or "For Rent" signs) shall be inscribed or exposed on or at any window or other part of the Building, except their exterior walls or windows or where such as are permitted pursuant to the terms of the Declaration and/or these By-Laws or shall have been approved in writing by the Board of Managers or the Managing Agent. Nothing shall be projected from any window or door of a Unit without similar approval. Notwithstanding the foregoing, the Board of Managers may elect to permit cell phone towers to be attached to the Building pursuant to a commercial lease, provided, however, that for so long as HDC is the holder of a mortgage on any Unit and/or the Regulatory Documents are in effect, all cell tower leases must be approved by HDC and HPD in their sole discretion.

12. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit Owner's Unit.

13. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were designed, and no sweeping, rubbish, rags, baby wipes, "flushable" type wipes, cleaning wipes or any other article shall be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Unit shall be repaired and paid for by the Owner of such Unit.

14. Each Unit Owner shall keep its Unit in a good state of preservation, condition, repair and cleanliness in accordance with the terms of these By-Laws.

15. The agents of the Board or the Managing Agent, and any contractor or workman authorized by the Board of Managers or the Managing Agent, may enter any room or apartment in a Unit at any reasonable hour of the day, on at least one day's prior notice, for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

16. No garbage shall be left in front of Building, front doors or in hallways. All Unit Owners shall be responsible for complying with all recycling regulations from time to time in effect, Department of Sanitation regulations and such other rules as the Board may adopt.

17. Tenants will be responsible for depositing their trash in the designated receptacles. The compactor chute is restricted to trash that is not prohibited by law in the chute. Any trash must be inside a sealed plastic trash bag prior to throwing it down the chute. Meat, fish, or other greasy items must be double wrapped prior to throwing it down the chute. This will minimize sanitary problems inside the chute.

18. Recycling of bottles, cans and paper shall be observed at all times in accordance with the law. All bottles and cans must be washed prior to placement in the recycling bin. Paper products may be paper only. For example, cereal cartons must be emptied of any plastic liner or food residue. No food residue is permitted in the recycling area. This will minimize insect and bacterial issues.

19. Tenants of the Unit Owners shall be responsible for locating and supervising the activities of all persons they admit.

20. Any consent or approval given under these Rules and Regulations may be amended, modified, added to, or repealed at any time by resolution of the Board of Managers. Further, any such consent or approval may, in the discretion of the Board of Managers or the Managing Agent, be conditional in nature.

21. The Board of Managers reserves the right to rescind, alter, waive or add, as to one or more occupants, any rules or regulation at any time prescribed for the Unit Owners, when, in the reasonable judgment of the Board of Managers, the Board of Managers deems it necessary or desirable for the reputation, safety, character, security, care appearance or interests of the Unit Owners, or the preservation or good order therein, or the operation or maintenance of the Building, or the equipment thereof, or the comfort of the Unit Owners, occupants or others therein. 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.

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

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2023102300719002001EDAE8

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 41**

Document ID: 2023102300719002 Document Date: 10-16-2023 Preparation Date: 10-23-2023
Document Type: MAPS
Document Page Count: 39

PRESENTER:
WILLIAM VITACCO ASSOCIATES
299 BROADWAY
5TH FLOOR
NEW YORK, NY 10007
212-791-4578
NKAMITSUKA@VITACCO.COM

RETURN TO:
WILLIAM VITACCO ASSOCIATES
299 BROADWAY
5TH FLOOR
NEW YORK, NY 10007
212-791-4578
NKAMITSUKA@VITACCO.COM

PROPERTY DATA

Borough	Block	Lot		Unit	Address
MANHATTAN	1617	120	Entire Lot		N/A MADISON AVENUE

Property Type: OTHER

Borough	Block	Lot		Unit	Address
MANHATTAN	1617	1201	Entire Lot	1	50 EAST 112TH STREET

Property Type: MULTIPLE RESIDENTIAL CONDO UNT

☒ Additional Properties on Continuation Page

CROSS REFERENCE DATA

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

PARTIES

PARTY 1:
SV-A MODERATE OWNERS LLC
551 5TH AVENUE, 23RD FLOOR
NEW YORK, NY 10176

☒ Additional Parties Listed on Continuation Page

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:	$	220.00
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 10-30-2023 09:30
City Register File No.(CRFN): **2023000279589**

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

2023102300719002001CD868

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 2 OF 41**

Document ID: 2023102300719002 Document Date: 10-16-2023 Preparation Date: 10-23-2023
Document Type: MAPS

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	1617	1202 Entire Lot	2	50 EAST 112TH STREET

Property Type: MULTIPLE RESIDENTIAL CONDO UNT

Borough	Block	Lot	Unit	Address
MANHATTAN	1617	1203 Entire Lot	3	50 EAST 112TH STREET

Property Type: COMMERCIAL CONDO UNIT(S)

Borough	Block	Lot	Unit	Address
MANHATTAN	1617	1204 Entire Lot	4	50 EAST 112TH STREET

Property Type: COMMERCIAL CONDO UNIT(S)

Borough	Block	Lot	Unit	Address
MANHATTAN	1617	1205 Entire Lot	5	50 EAST 112TH STREET

Property Type: COMMERCIAL CONDO UNIT(S)

Borough	Block	Lot	Unit	Address
MANHATTAN	1617	1206 Entire Lot	6	50 EAST 112TH STREET

Property Type: COMMERCIAL CONDO UNIT(S)

PARTIES

PARTY 1:
ACACIA SENDERO VERDE HOUSING
DEVELOPMENT FUND COMP
300 EAST 175TH STREET
BRONX, NY 10457

CONDOMINIUM NO. 3144

SENDERO A CONDOMINIUM
50 E. 112TH STREET
NEW YORK, NEW YORK 10029

TAX BLOCK 1617

TAX LOTS 1201-1206 F/K/A TAX LOT 120

APPROVED BY TAX MAP UNIT 10/16/23

FILED IN NEW YORK CITY LAND RECORDS DIVISION _____

THE LAND AFFECTED BY THE WITHIN INSTRUMENT LIES IN TAX BLOCK 1617 ON THE BLOCK MAP OF TAXES AND ASSESSMENTS IN THE BOROUGH OF MANHATTAN

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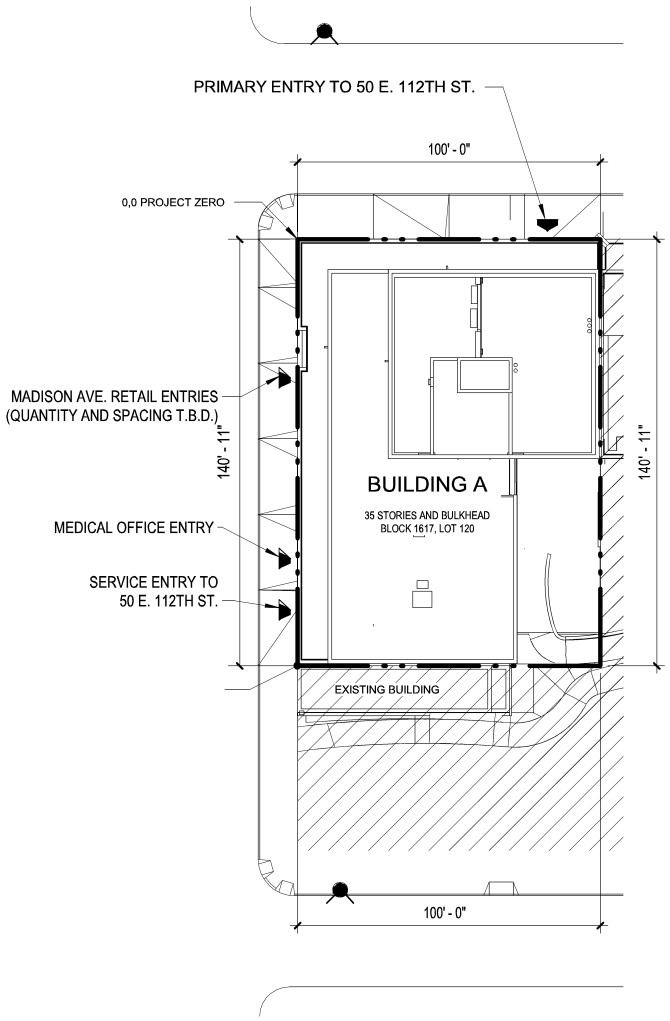
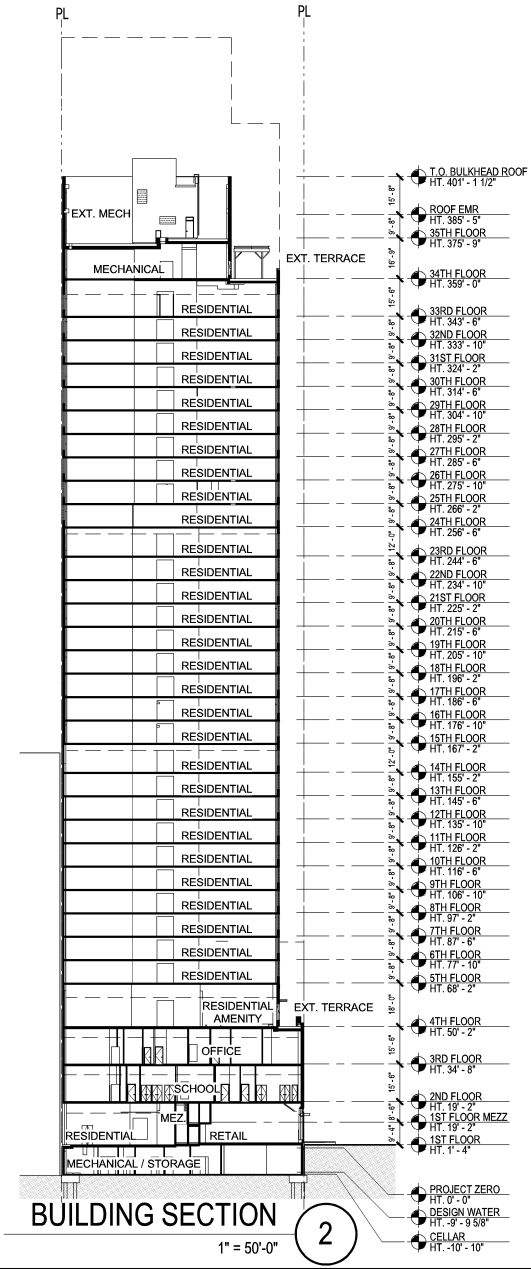


PLOT PLAN

1" = 40'-0"

1



BUILDING SECTION

1" = 50'-0"

2

CONDOMINIUM PLAN CERTIFICATION

THE TAX MAP UNIT CITY OF NEW YORK CERTIFIES THAT:

A) THE ANNEXED FLOOR PLANS CONSISTING OF 39 PAGES COVERING 35 FLOORS, CELLAR, 1ST FLOOR MEZZANINE, EMR ROOF AND BULKHEAD ROOF FLOORS IN PREMISES KNOWN AS

SENDERO A CONDOMINIUM

50 EAST 112TH STREET
NEW YORK, NY 10029

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

10/16/23
DATE

TAX MAP SPECIALIST

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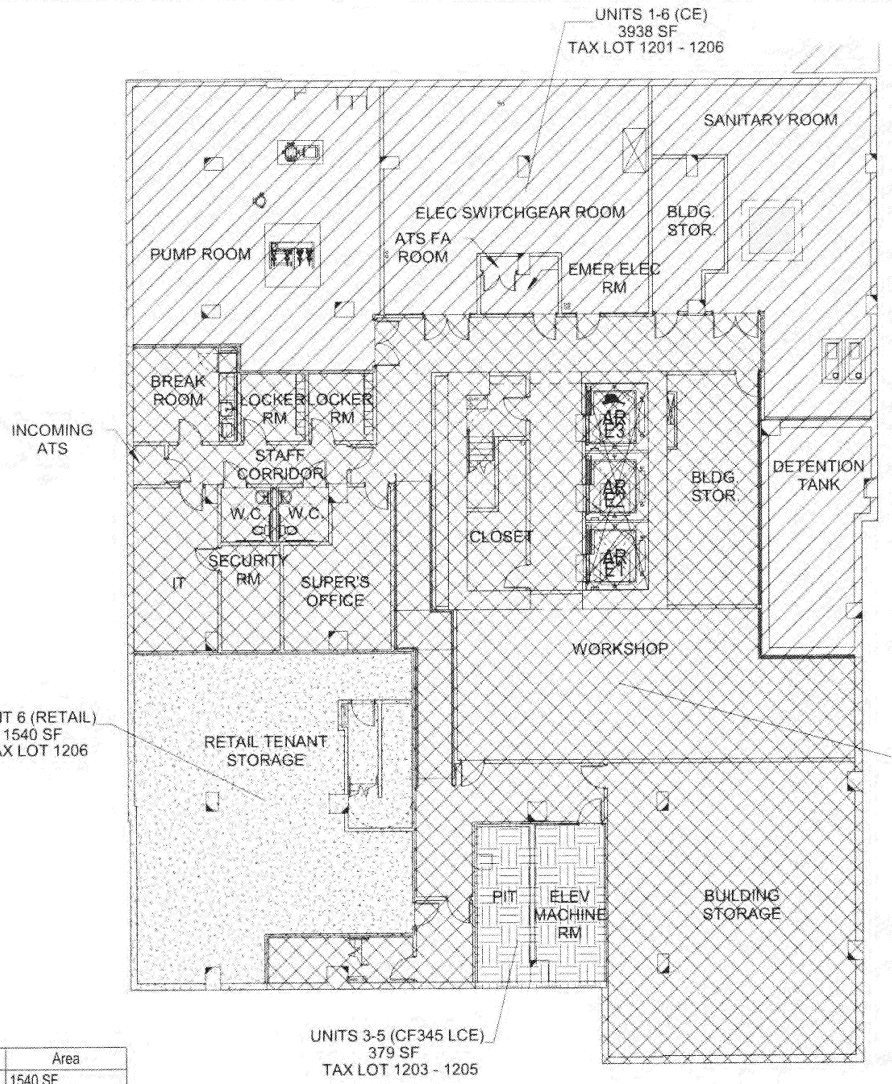
LEGEND

- UNIT 1 (LIHTC UNIT) (TAX LOT 1201)
- UNIT 2 (NON-LIHTC UNIT) (TAX LOT 1202)
- UNIT 3 (CF UNIT 1) (TAX LOT 1203)
- UNIT 4 (CF UNIT 2) (TAX LOT 1204)
- UNIT 5 (CF UNIT 3) (TAX LOT 1205)
- UNIT 6 (RETAIL) (TAX LOT 1206)
- UNITS 1-2 (RESI LCE) (TAX LOT 1201 - 1202)
- UNITS 3-5 (CF345 LCE) (TAX LOT 1203 - 1205)
- UNITS 3, 5 (CF35 LCE) (TAX LOT 1203, 1205)
- UNITS 1-6 (CE) (TAX LOT 1201 - 1206)



Type	Tax Lot	Area
UNIT 6 (RETAIL)	1206	1540 SF
UNITS 1-2 (RESI LCE)	1201 - 1202	6258 SF
UNITS 1-6 (CE)	1201 - 1206	3938 SF
UNITS 3-5 (CF345 LCE)	1203 - 1205	379 SF

CELLAR FLOOR PLAN 1

1/16" = 1'-0"

Sendero verde

EAST HARLEM | BUILDING A

50 EAST 112TH STREET
NEW YORK, NY 10029

DECLARANT

SV-A MODERATE OWNERS LLC
551 FIFTH AVENUE, #23
NEW YORK, NY 10176

ACACIA SENDERO VERDE HOUSING DEVELOPMENT FUND COMPANY, INC.
300 EAST 175TH STREET
BRONX, NY 10457

ARCHITECT

HANDEL ARCHITECTS, LLP
120 BROADWAY, 6TH FLOOR
NEW YORK, NY 10271

DIMENSIONS OF UNITS

DIMENSIONS OF CONDOMINIUM UNITS CONSIST OF THE AREA MEASURED (i) HORIZONTALLY FROM THE EXTERIOR SIDE OF THE EXTERIOR WALLS (PERIMETER CONCRETE COLUMNS AND PERIMETER MECHANICAL PIPES ARE NOT DEDUCTED) TO THE MIDPOINT OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS, TO THE EXTERIOR SIDE OF THE PUBLIC CORRIDORS, STAIRS, ELEVATORS, MECHANICAL EQUIPMENT SPACES, AND ANY COMMON ELEMENTS, AND (ii) VERTICALLY FROM THE TOP OF THE CONCRETE SLAB BELOW (LOCATED UNDER THE FINISHED FLOOR AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE CONCRETE SLAB ABOVE.

TAX LOT CERTIFICATION

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

10/16/23
DATE

TAX MAP SPECIALIST

ARCHITECTURAL CERTIFICATION

STATE OF NEW YORK, COUNTY OF NEW YORK
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 FOR WHICH FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

SEAL & SIGNATURE

SWORN TO BEFORE ME THIS 5 DAY OF July 20 23

ISSUE DATE 07/05/2023

DRAWING TITLE:

~~CELLAR FLOOR PLAN~~

VENESSA RESTREPO
Notary Public - State of New York
NO. 01RE0008587
Qualified in Kings County
My Commission Expires May 24, 2027

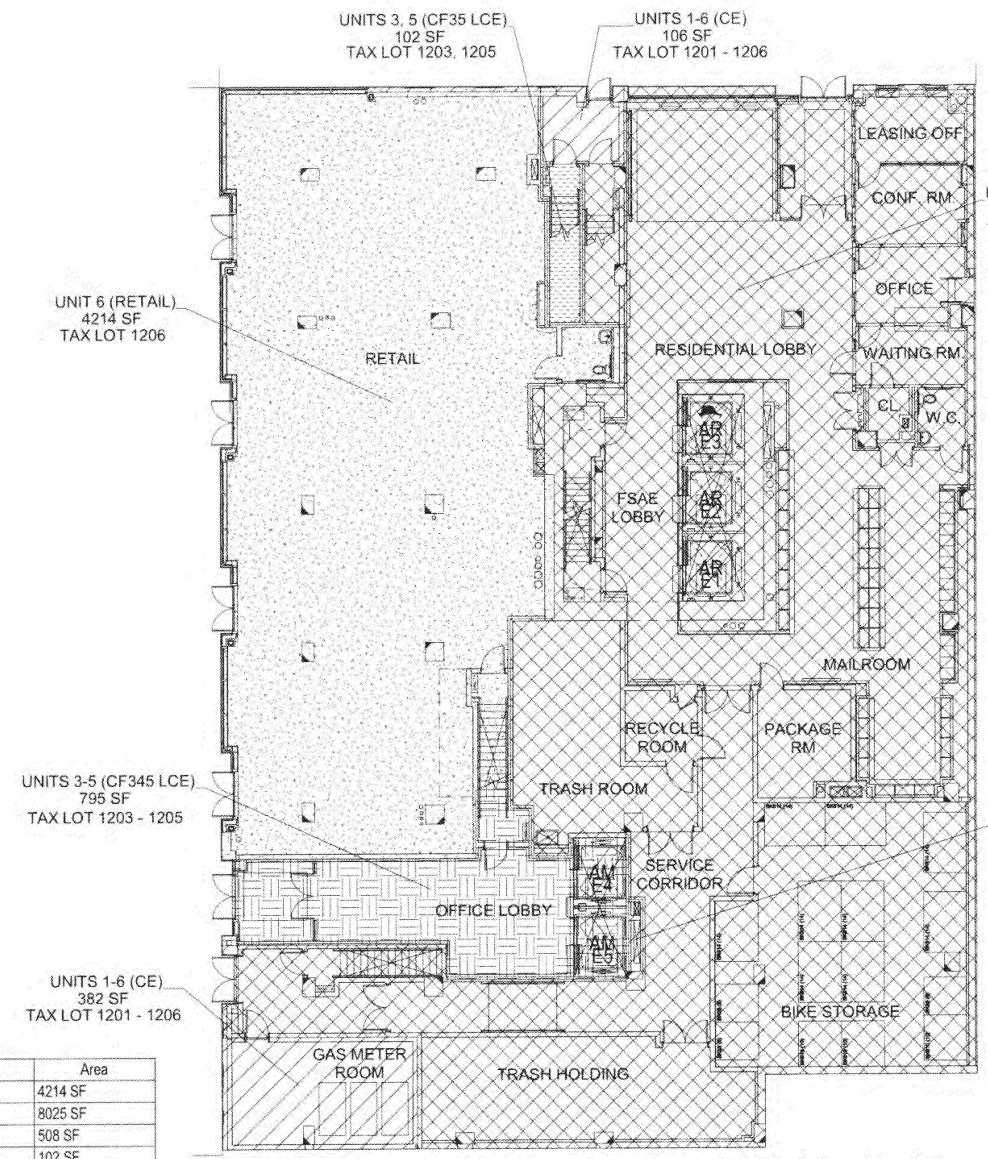
07/05/23

TL-3.00

© Handel Architects LLP 2022

LEGEND

- UNIT 1 (LIHTC UNIT) (TAX LOT 1201)
- UNIT 2 (NON-LIHTC UNIT) (TAX LOT 1202)
- UNIT 3 (CF UNIT 1) (TAX LOT 1203)
- UNIT 4 (CF UNIT 2) (TAX LOT 1204)
- UNIT 5 (CF UNIT 3) (TAX LOT 1205)
- UNIT 6 (RETAIL) (TAX LOT 1206)
- UNITS 1-2 (RESI LCE) (TAX LOT 1201 - 1202)
- UNITS 3-5 (CF345 LCE) (TAX LOT 1203 - 1205)
- UNITS 3, 5 (CF35 LCE) (TAX LOT 1203, 1205)
- UNITS 1-6 (CE) (TAX LOT 1201 - 1206)



Type	Tax Lot	Area
UNIT 6 (RETAIL)	1206	4214 SF
UNITS 1-2 (RESI LCE)	1201 - 1202	8025 SF
UNITS 1-6 (CE)	1201 - 1206	508 SF
UNITS 3, 5 (CF35 LCE)	1203, 1205	102 SF
UNITS 3-5 (CF345 LCE)	1203 - 1205	795 SF

1ST FLOOR PLAN (1)

1/16" = 1'-0"

Sendero verde

EAST HARLEM | BUILDING A

50 EAST 112TH STREET
NEW YORK, NY 10029

DECLARANT

SV-A MODERATE OWNERS LLC
551 FIFTH AVENUE, #23
NEW YORK, NY 10176

ACACIA SENDERO VERDE HOUSING DEVELOPMENT FUND COMPANY, INC.
300 EAST 175TH STREET
BRONX, NY 10457

ARCHITECT

HANDEL ARCHITECTS, LLP
120 BROADWAY, 6TH FLOOR
NEW YORK, NY 10271

DIMENSIONS OF UNITS

DIMENSIONS OF CONDOMINIUM UNITS CONSIST OF THE AREA MEASURED (i) HORIZONTALLY FROM THE EXTERIOR SIDE OF THE EXTERIOR WALLS (PERIMETER CONCRETE COLUMNS AND PERIMETER MECHANICAL PIPES ARE NOT DEDUCTED) TO THE MIDPOINT OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS, TO THE EXTERIOR SIDE OF THE PUBLIC CORRIDORS, STAIRS, ELEVATORS, MECHANICAL EQUIPMENT SPACES, AND ANY COMMON ELEMENTS, AND (ii) VERTICALLY FROM THE TOP OF THE CONCRETE SLAB BELOW (LOCATED UNDER THE FINISHED FLOOR AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE CONCRETE SLAB ABOVE.

TAX LOT CERTIFICATION

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10/16/23
DATE

TAX MAP SPECIALIST

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SEAL & SIGNATURE

SWORN TO BEFORE ME THIS 6 DAY OF July 2023

VENESSA RESTREPO
Notary Public - State of New York
NO. 01RE0008587
Qualified in Kings County
My Commission Expires May 24, 2027

ISSUE DATE 07/05/2023

DRAWING TITLE:

1ST FLOOR PLAN

07/05/23

TL-4.00

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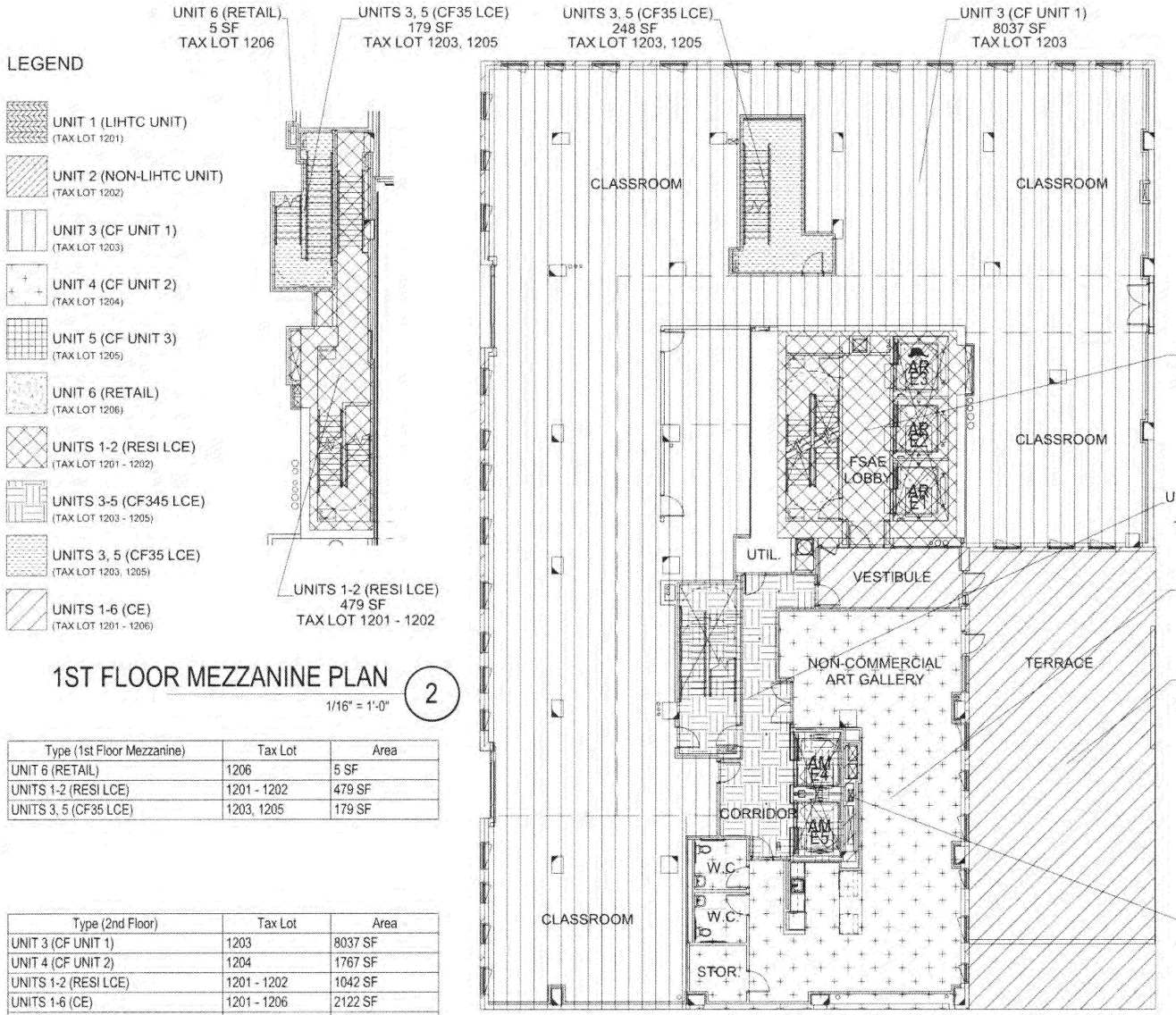

1ST FLOOR MEZZANINE PLAN (2)

1/16" = 1'-0"

Type (1st Floor Mezzanine)	Tax Lot	Area
UNIT 6 (RETAIL)	1206	5 SF
UNITS 1-2 (RESI LCE)	1201 - 1202	479 SF
UNITS 3, 5 (CF35 LCE)	1203, 1205	179 SF

Type (2nd Floor)	Tax Lot	Area
UNIT 3 (CF UNIT 1)	1203	8037 SF
UNIT 4 (CF UNIT 2)	1204	1767 SF
UNITS 1-2 (RESI LCE)	1201 - 1202	1042 SF
UNITS 1-6 (CE)	1201 - 1206	2122 SF
UNITS 3, 5 (CF35 LCE)	1203, 1205	248 SF
UNITS 3-5 (CF345 LCE)	1203 - 1205	746 SF

2ND FLOOR PLAN (1)

1/16" = 1'-0"

Sendero verde

EAST HARLEM | BUILDING A

50 EAST 112TH STREET
NEW YORK, NY 10029

DECLARANT

SV-A MODERATE OWNERS LLC
551 FIFTH AVENUE, #23
NEW YORK, NY 10176

ACACIA SENDERO VERDE
HOUSING DEVELOPMENT FUND
COMPANY, INC.
300 EAST 175TH STREET
BRONX, NY 10457

ARCHITECT

HANDEL ARCHITECTS, LLP
120 BROADWAY, 6TH FLOOR
NEW YORK, NY 10271

DIMENSIONS OF UNITS

DIMENSIONS OF CONDOMINIUM UNITS CONSIST OF THE AREA MEASURED (i) HORIZONTALLY FROM THE EXTERIOR SIDE OF THE EXTERIOR WALLS (PERIMETER CONCRETE COLUMNS AND PERIMETER MECHANICAL PIPES ARE NOT DEDUCTED) TO THE MIDPOINT OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS, TO THE EXTERIOR SIDE OF THE PUBLIC CORRIDORS, STAIRS, ELEVATORS, MECHANICAL EQUIPMENT SPACES, AND ANY COMMON ELEMENTS, AND (ii) VERTICALLY FROM THE TOP OF THE CONCRETE SLAB BELOW (LOCATED UNDER THE FINISHED FLOOR AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE CONCRETE SLAB ABOVE.

TAX LOT CERTIFICATION

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

10/16/23
DATE

TAX MAP SPECIALIST

ARCHITECTURAL CERTIFICATION

STATE OF NEW YORK, COUNTY OF NEW YORK
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SEAL & SIGNATURE

REGISTERED ARCHITECT No. 019933 STATE OF NEW YORK

SWORN TO BEFORE ME THIS ___ DAY OF July 20 23

VENESSA RESTREPO
Notary Public - State of New York
NO. 01RE0006587
Qualified in Kings County
My Commission Expires May 24, 2025

07/05/23

ISSUE DATE 07/05/2023

DRAWING TITLE:

1ST FLOOR MEZZANINE & 2ND FLOOR PLAN

TL-5.00

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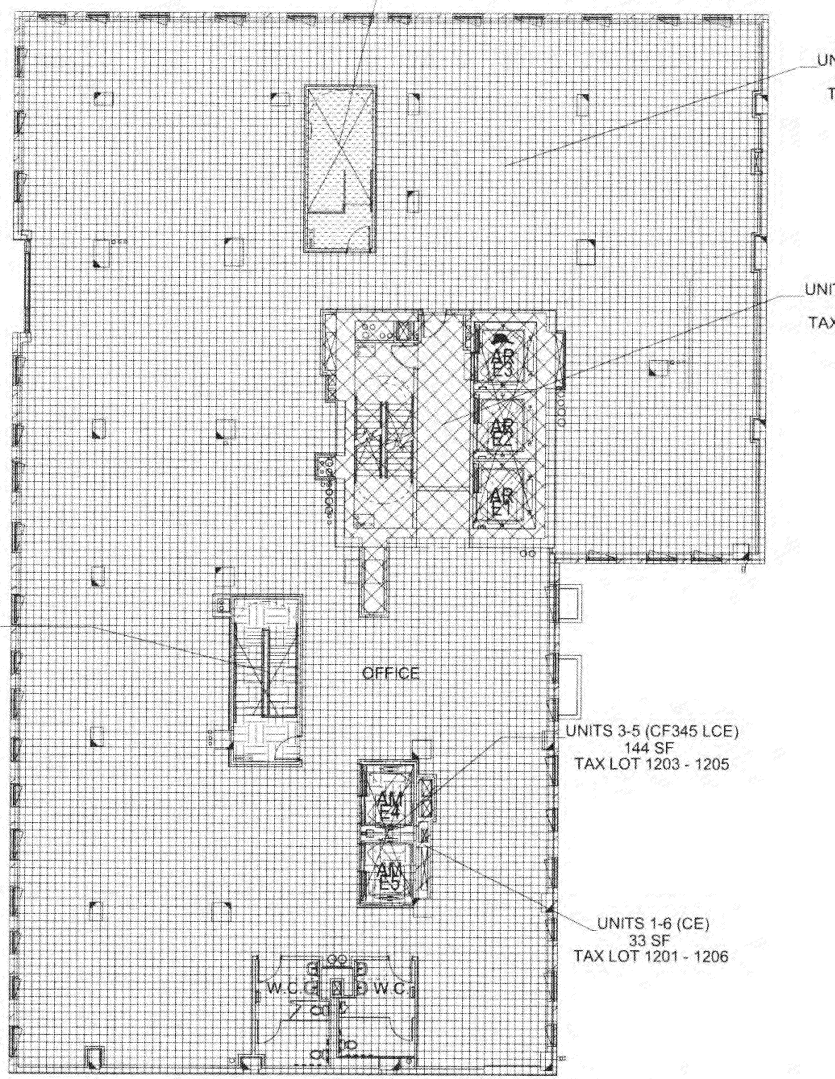
LEGEND

- UNIT 1 (LIHTC UNIT) (TAX LOT 1201)
- UNIT 2 (NON-LIHTC UNIT) (TAX LOT 1202)
- UNIT 3 (CF UNIT 1) (TAX LOT 1203)
- UNIT 4 (CF UNIT 2) (TAX LOT 1204)
- UNIT 5 (CF UNIT 3) (TAX LOT 1205)
- UNIT 6 (RETAIL) (TAX LOT 1206)
- UNITS 1-2 (RESI LCE) (TAX LOT 1201 - 1202)
- UNITS 3-5 (CF345 LCE) (TAX LOT 1203 - 1205)
- UNITS 3, 5 (CF35 LCE) (TAX LOT 1203, 1205)
- UNITS 1-6 (CE) (TAX LOT 1201 - 1206)



Type	Tax Lot	Area
UNIT 5 (CF UNIT 3)	1205	10652 SF
UNITS 1-2 (RESI LCE)	1201 - 1202	885 SF
UNITS 1-6 (CE)	1201 - 1206	33 SF
UNITS 3, 5 (CF35 LCE)	1203, 1205	201 SF
UNITS 3-5 (CF345 LCE)	1203 - 1205	345 SF

3RD FLOOR PLAN

1/16" = 1'-0"

1

Sendero verde

EAST HARLEM | BUILDING A

50 EAST 112TH STREET
NEW YORK, NY 10029

DECLARANT

SV-A MODERATE OWNERS LLC
551 FIFTH AVENUE, #23
NEW YORK, NY 10176

ACACIA SENDERO VERDE
HOUSING DEVELOPMENT FUND
COMPANY, INC.
300 EAST 175TH STREET
BRONX, NY 10457

ARCHITECT

HANDEL ARCHITECTS, LLP
120 BROADWAY, 6TH FLOOR
NEW YORK, NY 10271

DIMENSIONS OF UNITS

DIMENSIONS OF CONDOMINIUM UNITS CONSIST OF THE AREA MEASURED (i) HORIZONTALLY FROM THE EXTERIOR SIDE OF THE EXTERIOR WALLS (PERIMETER CONCRETE COLUMNS AND PERIMETER MECHANICAL PIPES ARE NOT DEDUCTED) TO THE MIDPOINT OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS, TO THE EXTERIOR SIDE OF THE PUBLIC CORRIDORS, STAIRS, ELEVATORS, MECHANICAL EQUIPMENT SPACES, AND ANY COMMON ELEMENTS, AND (ii) VERTICALLY FROM THE TOP OF THE CONCRETE SLAB BELOW (LOCATED UNDER THE FINISHED FLOOR AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE CONCRETE SLAB ABOVE.

TAX LOT CERTIFICATION

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

10/16/23
DATE

TAX MAP SPECIALIST

ARCHITECTURAL CERTIFICATION

STATE OF NEW YORK, COUNTY OF NEW YORK
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.

SEAL & SIGNATURE

SWORN TO BEFORE ME THIS 5 DAY OF July 20 23

ISSUE DATE 07/05/2023

DRAWING TITLE:

3RD FLOOR PLAN

VENESSA RESTREPO
Notary Public - State of New York
NO. 01RE0008587
Qualified in Kings County
My Commission Expires May 24, 2027

07/05/23

TL-6.00

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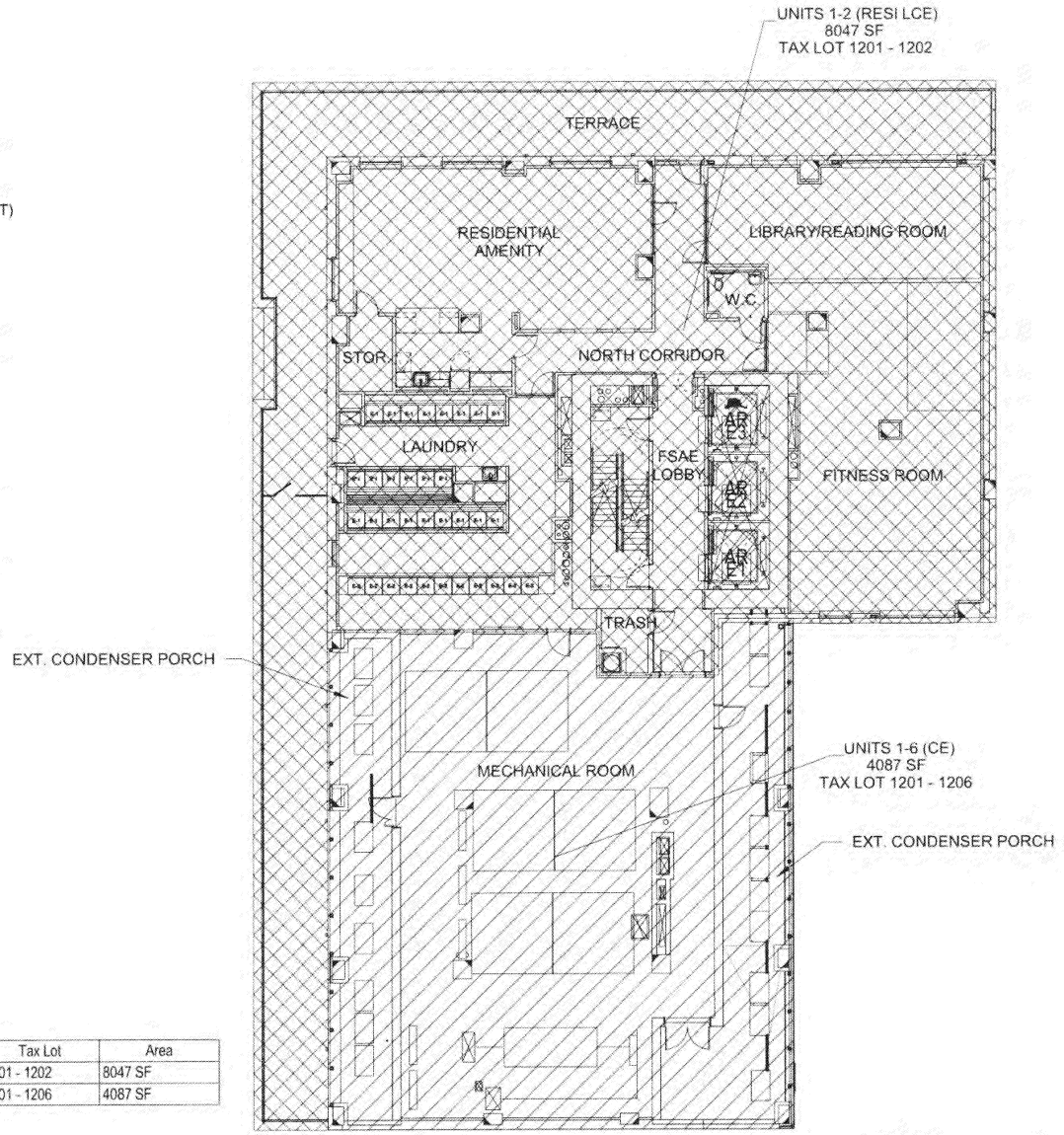
LEGEND

- UNIT 1 (LIHTC UNIT) (TAX LOT 1201)
- UNIT 2 (NON-LIHTC UNIT) (TAX LOT 1202)
- UNIT 3 (CF UNIT 1) (TAX LOT 1203)
- UNIT 4 (CF UNIT 2) (TAX LOT 1204)
- UNIT 5 (CF UNIT 3) (TAX LOT 1205)
- UNIT 6 (RETAIL) (TAX LOT 1206)
- UNITS 1-2 (RESI LCE) (TAX LOT 1201 - 1202)
- UNITS 3-5 (CF345 LCE) (TAX LOT 1203 - 1205)
- UNITS 3, 5 (CF35 LCE) (TAX LOT 1203, 1205)
- UNITS 1-6 (CE) (TAX LOT 1201 - 1206)



Type	Tax Lot	Area
UNITS 1-2 (RESI LCE)	1201 - 1202	8047 SF
UNITS 1-6 (CE)	1201 - 1206	4087 SF

4TH FLOOR PLAN

1/16" = 1'-0"

1

Sendero verde

EAST HARLEM | BUILDING A

50 EAST 112TH STREET
NEW YORK, NY 10029

DECLARANT

SV-A MODERATE OWNERS LLC
551 FIFTH AVENUE, #23
NEW YORK, NY 10176

ACACIA SENDERO VERDE HOUSING DEVELOPMENT FUND COMPANY, INC.
300 EAST 175TH STREET
BRONX, NY 10457

ARCHITECT

HANDEL ARCHITECTS, LLP
120 BROADWAY, 6TH FLOOR
NEW YORK, NY 10271

DIMENSIONS OF UNITS

DIMENSIONS OF CONDOMINIUM UNITS CONSIST OF THE AREA MEASURED (i) HORIZONTALLY FROM THE EXTERIOR SIDE OF THE EXTERIOR WALLS (PERIMETER CONCRETE COLUMNS AND PERIMETER MECHANICAL PIPES ARE NOT DEDUCTED) TO THE MIDPOINT OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS, TO THE EXTERIOR SIDE OF THE PUBLIC CORRIDORS, STAIRS, ELEVATORS, MECHANICAL EQUIPMENT SPACES, AND ANY COMMON ELEMENTS, AND (ii) VERTICALLY FROM THE TOP OF THE CONCRETE SLAB BELOW (LOCATED UNDER THE FINISHED FLOOR AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE CONCRETE SLAB ABOVE.

TAX LOT CERTIFICATION

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TAX MAP SPECIALIST

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SEAL & SIGNATURE

SWORN TO BEFORE ME THIS 5 DAY OF July 20 23

VENESSA RESTREPO
Notary Public - State of New York
NO. 01RE6008587
Qualified in Kings County
My Commission Expires May 24, 2027

07/05/23

ISSUE DATE 07/05/2023

DRAWING TITLE:

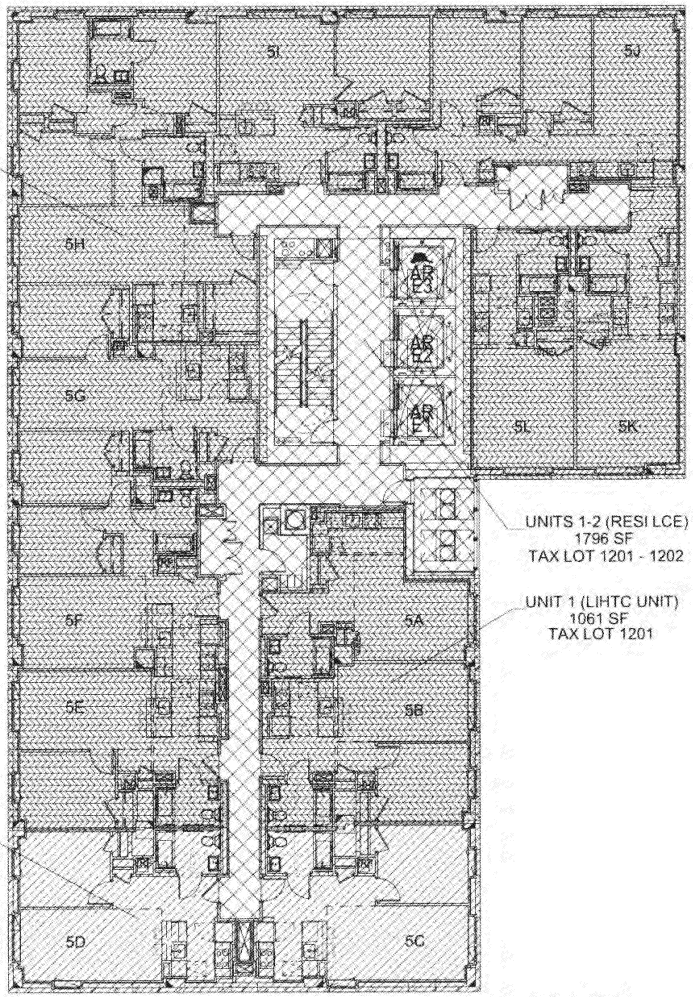
4TH FLOOR PLAN

TL-7.00

© Handel Architects LLP 2022

LEGEND

- UNIT 1 (LIHTC UNIT) (TAX LOT 1201)
- UNIT 2 (NON-LIHTC UNIT) (TAX LOT 1202)
- UNIT 3 (CF UNIT 1) (TAX LOT 1203)
- UNIT 4 (CF UNIT 2) (TAX LOT 1204)
- UNIT 5 (CF UNIT 3) (TAX LOT 1205)
- UNIT 6 (RETAIL) (TAX LOT 1206)
- UNITS 1-2 (RESI LCE) (TAX LOT 1201 - 1202)
- UNITS 3-5 (CF345 LCE) (TAX LOT 1203 - 1205)
- UNITS 3, 5 (CF35 LCE) (TAX LOT 1203, 1205)
- UNITS 1-6 (CE) (TAX LOT 1201 - 1206)



Type	Tax Lot	Area
UNIT 1 (LIHTC UNIT)	1201	6744 SF
UNIT 2 (NON-LIHTC UNIT)	1202	1287 SF
UNITS 1-2 (RESI LCE)	1201 - 1202	1796 SF

5TH FLOOR PLAN (1)

1/16" = 1'-0"

Sendero verde

EAST HARLEM | BUILDING A

50 EAST 112TH STREET
NEW YORK, NY 10029

DECLARANT

SV-A MODERATE OWNERS LLC
551 FIFTH AVENUE, #23
NEW YORK, NY 10176

ACACIA SENDERO VERDE HOUSING DEVELOPMENT FUND COMPANY, INC.
300 EAST 175TH STREET
BRONX, NY 10457

ARCHITECT

HANDEL ARCHITECTS, LLP
120 BROADWAY, 6TH FLOOR
NEW YORK, NY 10271

DIMENSIONS OF UNITS

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TAX LOT CERTIFICATION

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10/16/23
DATE

TAX MAP SPECIALIST

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SEAL & SIGNATURE

SWORN TO BEFORE ME THIS 5 DAY OF July 20 23

VENESSA RESTREPO
Notary Public - State of New York
NO. 01RE0008587
Qualified in Kings County
My Commission Expires May 24, 2027

ISSUE DATE 07/05/2023

DRAWING TITLE:

5TH FLOOR PLAN

07/05/23

TL-8.00

© Handel Architects LLP 2022

LEGEND

- UNIT 1 (LIHTC UNIT) (TAX LOT 1201)
- UNIT 2 (NON-LIHTC UNIT) (TAX LOT 1202)
- UNIT 3 (CF UNIT 1) (TAX LOT 1203)
- UNIT 4 (CF UNIT 2) (TAX LOT 1204)
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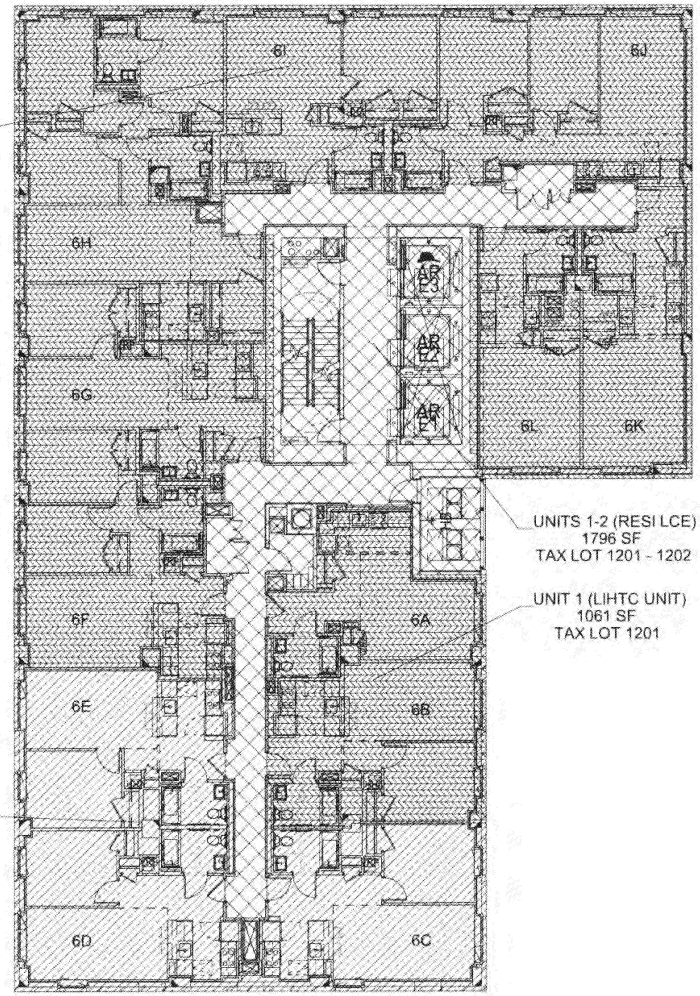
- UNITS 1-6 (CE) (TAX LOT 1201 - 1206)



Type	Tax Lot	Area
UNIT 1 (LIHTC UNIT)	1201	6153 SF
UNIT 2 (NON-LIHTC UNIT)	1202	1878 SF
UNITS 1-2 (RESI LCE)	1201 - 1202	1796 SF

6TH FLOOR PLAN (1)
1/16" = 1'-0"

Sendero verde

EAST HARLEM | BUILDING A

50 EAST 112TH STREET
NEW YORK, NY 10029

DECLARANT

SV-A MODERATE OWNERS LLC
551 FIFTH AVENUE, #23
NEW YORK, NY 10176

ACACIA SENDERO VERDE HOUSING DEVELOPMENT FUND COMPANY, INC.
300 EAST 175TH STREET
BRONX, NY 10457

ARCHITECT

HANDEL ARCHITECTS, LLP
120 BROADWAY, 6TH FLOOR
NEW YORK, NY 10271

DIMENSIONS OF UNITS

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SEAL & SIGNATURE

REGISTERED ARCHITECT — CHRISTOPHER B. MARBLE — 019933 — STATE OF NEW YORK

SWORN TO BEFORE ME THIS 5 DAY OF July 2023

VENESSA RESTREPO
Notary Public - State of New York
NO. 01RE0008587
Qualified in Kings County
My Commission Expires May 24, 2027

ISSUE DATE 07/05/2023

DRAWING TITLE:

6TH FLOOR PLAN

07/05/23

TL-9.00

© Handel Architects LLP 2022

LEGEND

- UNIT 1 (LIHTC UNIT) (TAX LOT 1201)
- UNIT 2 (NON-LIHTC UNIT) (TAX LOT 1202)
- UNIT 3 (CF UNIT 1) (TAX LOT 1203)
- UNIT 4 (CF UNIT 2) (TAX LOT 1204)
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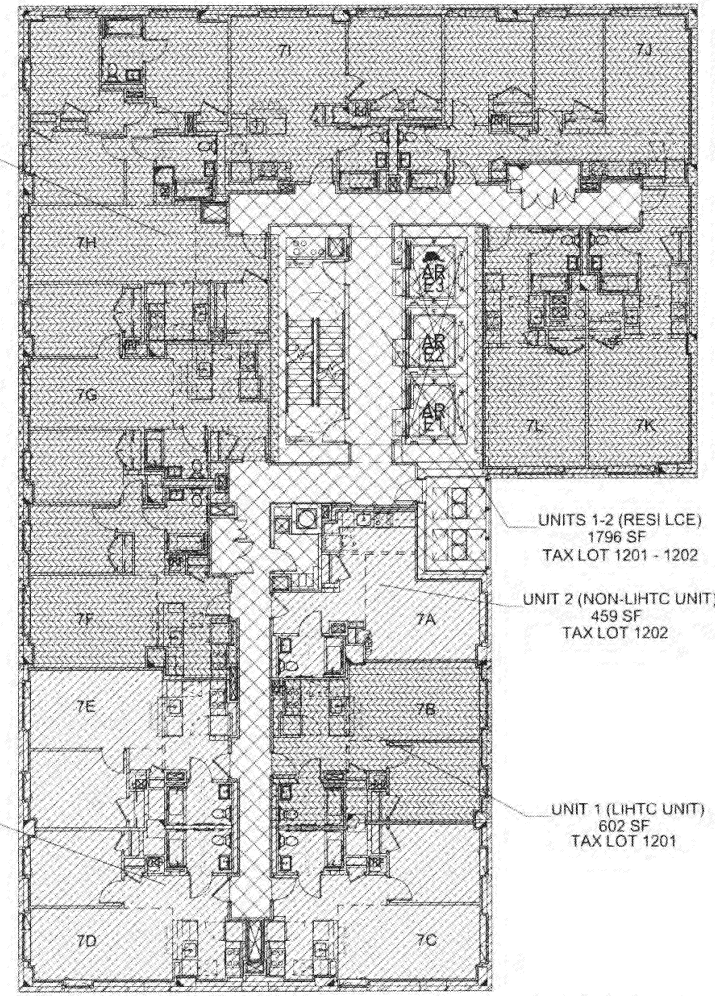

Type	Tax Lot	Area
UNIT 1 (LIHTC UNIT)	1201	5694 SF
UNIT 2 (NON-LIHTC UNIT)	1202	2338 SF
UNITS 1-2 (RESI LCE)	1201 - 1202	1796 SF

7TH FLOOR PLAN

1/16" = 1'-0"

1

Sendero verde

EAST HARLEM | BUILDING A

50 EAST 112TH STREET
NEW YORK, NY 10029

DECLARANT

SV-A MODERATE OWNERS LLC
551 FIFTH AVENUE, #23
NEW YORK, NY 10176

ACACIA SENDERO VERDE HOUSING DEVELOPMENT FUND COMPANY, INC.
300 EAST 175TH STREET
BRONX, NY 10457

ARCHITECT

HANDEL ARCHITECTS, LLP
120 BROADWAY, 6TH FLOOR
NEW YORK, NY 10271

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SEAL & SIGNATURE

REGISTERED ARCHITECT 019938 STATE OF NEW YORK

SWORN TO BEFORE ME THIS 5 DAY OF July, 2023

VENESSA RESTREPO
Notary Public - State of New York
NO. 01RE0008587
Qualified in Kings County
My Commission Expires May 24, 2027

07/05/23

ISSUE DATE 07/05/2023

DRAWING TITLE:

7TH FLOOR PLAN

TL-10.00

© Handel Architects LLP 2022

LEGEND

- UNIT 1 (LIHTC UNIT) (TAX LOT 1201)
- UNIT 2 (NON-LIHTC UNIT) (TAX LOT 1202)
- UNIT 3 (CF UNIT 1) (TAX LOT 1203)
- UNIT 4 (CF UNIT 2) (TAX LOT 1204)
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- UNIT 6 (RETAIL) (TAX LOT 1206)
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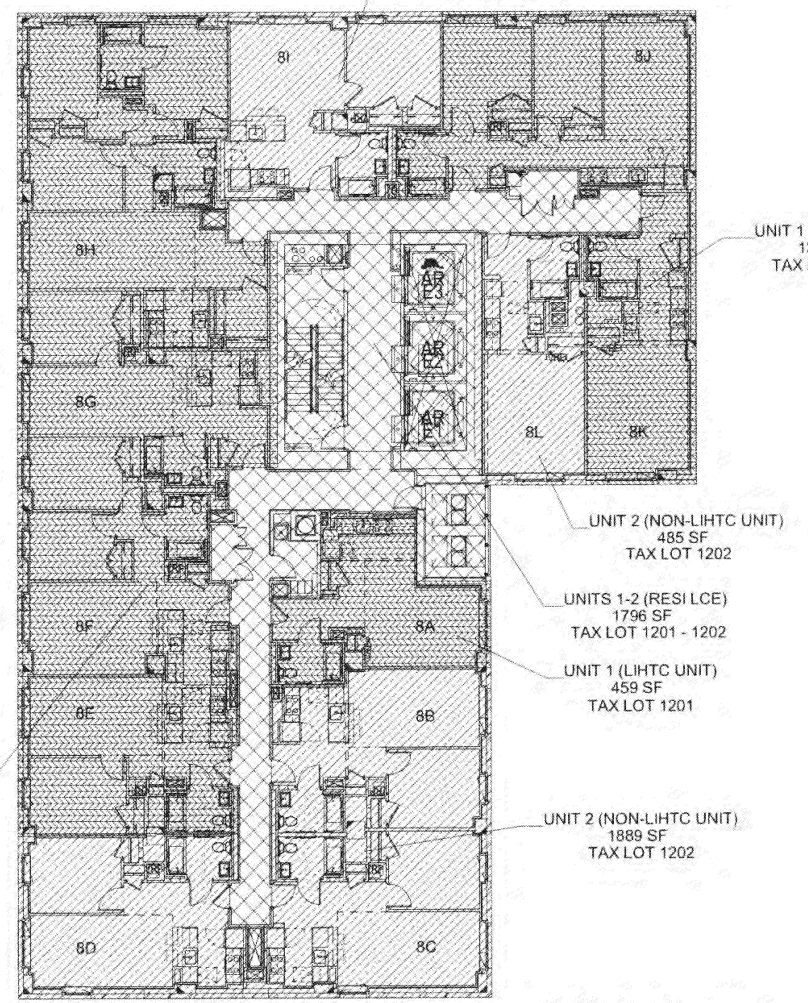

UNIT 2 (NON-LIHTC UNIT)
637 SF
TAX LOT 1202

UNIT 1 (LIHTC UNIT)
1358 SF
TAX LOT 1201

UNIT 2 (NON-LIHTC UNIT)
485 SF
TAX LOT 1202

UNITS 1-2 (RESI LCE)
1796 SF
TAX LOT 1201 - 1202

UNIT 1 (LIHTC UNIT)
459 SF
TAX LOT 1201

UNIT 1 (LIHTC UNIT)
3203 SF
TAX LOT 1201

UNIT 2 (NON-LIHTC UNIT)
1889 SF
TAX LOT 1202

Type	Tax Lot	Area
UNIT 1 (LIHTC UNIT)	1201	5020 SF
UNIT 2 (NON-LIHTC UNIT)	1202	3011 SF
UNITS 1-2 (RESI LCE)	1201 - 1202	1796 SF

8TH FLOOR PLAN

1/16" = 1'-0"

1

Sendero verde

EAST HARLEM | BUILDING A

50 EAST 112TH STREET
NEW YORK, NY 10029

DECLARANT

SV-A MODERATE OWNERS LLC
551 FIFTH AVENUE, #23
NEW YORK, NY 10176

ACACIA SENDERO VERDE
HOUSING DEVELOPMENT FUND
COMPANY, INC.
300 EAST 175TH STREET
BRONX, NY 10457

ARCHITECT

HANDEL ARCHITECTS, LLP
120 BROADWAY, 6TH FLOOR
NEW YORK, NY 10271

DIMENSIONS OF UNITS

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TAX MAP SPECIALIST

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SEAL & SIGNATURE

REGISTERED ARCHITECT D. BRANDT 029933 STATE OF NEW YORK

SWORN TO BEFORE ME THIS 5 DAY OF July, 23

VENESSA RESTREPO
Notary Public - State of New York
NO. 01RE0008587
Qualified in Kings County
My Commission Expires May 24, 2027

07/05/23

ISSUE DATE 07/05/2023

DRAWING TITLE:

8TH FLOOR PLAN

TL-11.00

© Handel Architects LLP 2022

LEGEND

- UNIT 1 (LIHTC UNIT) (TAX LOT 1201)
- UNIT 2 (NON-LIHTC UNIT) (TAX LOT 1202)
- UNIT 3 (CF UNIT 1) (TAX LOT 1203)
- UNIT 4 (CF UNIT 2) (TAX LOT 1204)
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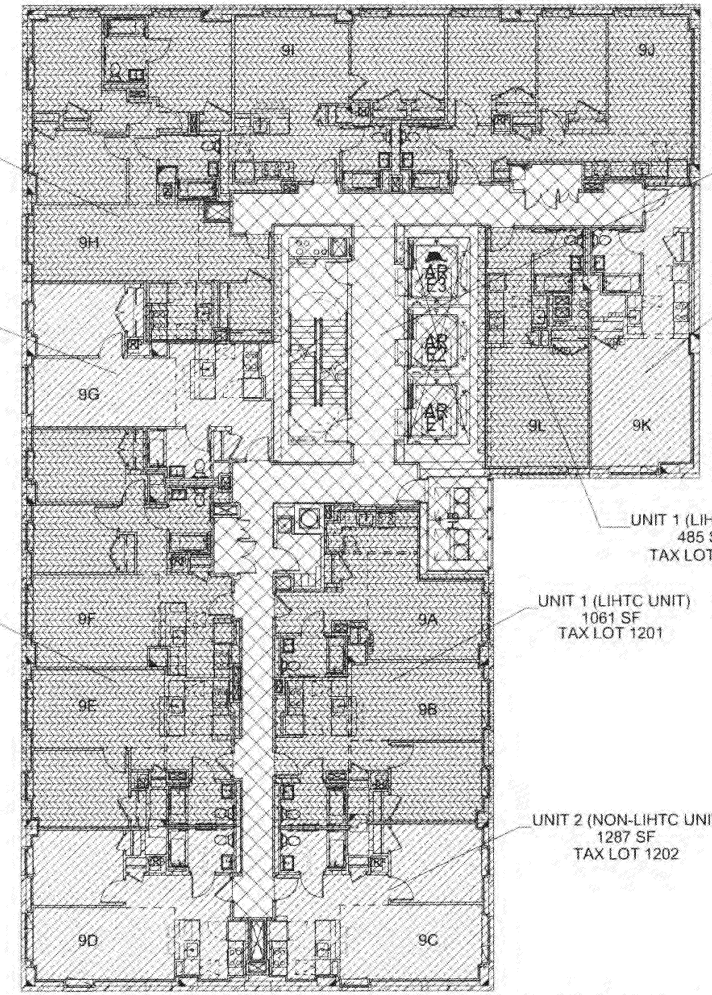

Type	Tax Lot	Area
UNIT 1 (LIHTC UNIT)	1201	5591 SF
UNIT 2 (NON-LIHTC UNIT)	1202	2440 SF
UNITS 1-2 (RESI LCE)	1201 - 1202	1796 SF

9TH FLOOR PLAN (1)

1/16" = 1'-0"

Sendero verde

EAST HARLEM | BUILDING A

50 EAST 112TH STREET
NEW YORK, NY 10029

DECLARANT

SV-A MODERATE OWNERS LLC
551 FIFTH AVENUE, #23
NEW YORK, NY 10176

ACACIA SENDERO VERDE HOUSING DEVELOPMENT FUND COMPANY, INC.
300 EAST 175TH STREET
BRONX, NY 10457

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120 BROADWAY, 6TH FLOOR
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SEAL & SIGNATURE

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Notary Public - State of New York
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Qualified in Kings County
My Commission Expires May 24, 2027

ISSUE DATE 07/05/2023

DRAWING TITLE:

9TH FLOOR PLAN 07/05/23

TL-12.00

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LEGEND

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- UNIT 2 (NON-LIHTC UNIT) (TAX LOT 1202)
- UNIT 3 (CF UNIT 1) (TAX LOT 1203)
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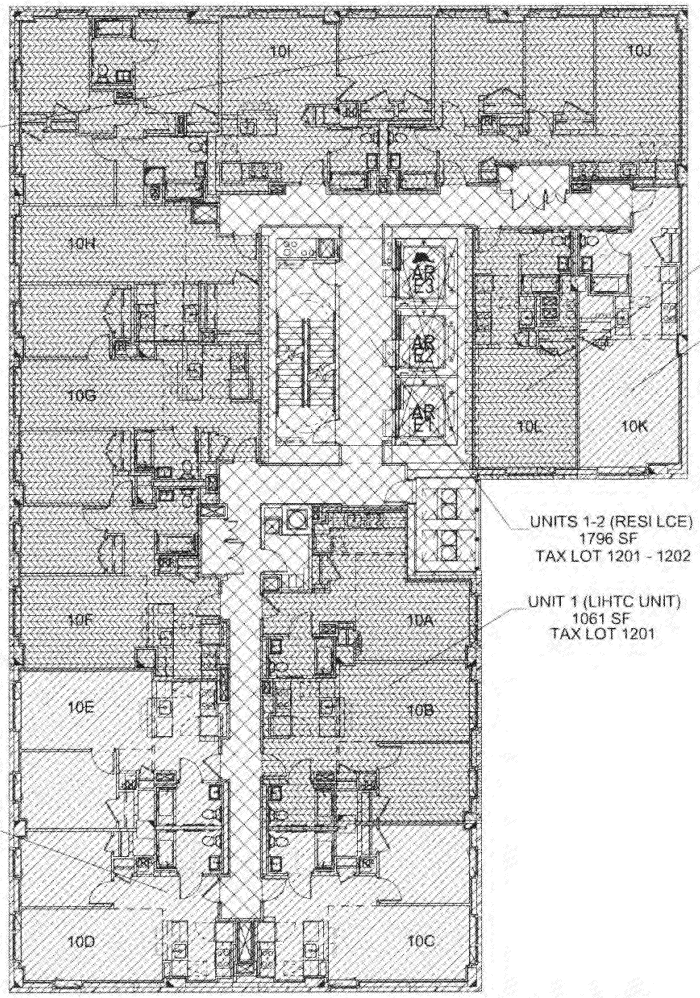


UNIT 1 (LIHTC UNIT)
4082 SF
TAX LOT 1201

UNIT 1 (LIHTC UNIT)
485 SF
TAX LOT 1201

UNIT 2 (NON-LIHTC UNIT)
526 SF
TAX LOT 1202

UNITS 1-2 (RESI LCE)
1796 SF
TAX LOT 1201 - 1202

UNIT 1 (LIHTC UNIT)
1061 SF
TAX LOT 1201

UNIT 2 (NON-LIHTC UNIT)
1879 SF
TAX LOT 1202

Type	Tax Lot	Area
UNIT 1 (LIHTC UNIT)	1201	5628 SF
UNIT 2 (NON-LIHTC UNIT)	1202	2405 SF
UNITS 1-2 (RESI LCE)	1201 - 1202	1796 SF

10TH FLOOR PLAN

1/16" = 1'-0"

1

Sendero verde

EAST HARLEM | BUILDING A

50 EAST 112TH STREET
NEW YORK, NY 10029

DECLARANT

SV-A MODERATE OWNERS LLC
551 FIFTH AVENUE, #23
NEW YORK, NY 10176

ACACIA SENDERO VERDE HOUSING DEVELOPMENT FUND COMPANY, INC.
300 EAST 175TH STREET
BRONX, NY 10457

ARCHITECT

HANDEL ARCHITECTS, LLP
120 BROADWAY, 6TH FLOOR
NEW YORK, NY 10271

DIMENSIONS OF UNITS

DIMENSIONS OF CONDOMINIUM UNITS CONSIST OF THE AREA MEASURED (i) HORIZONTALLY FROM THE EXTERIOR SIDE OF THE EXTERIOR WALLS (PERIMETER CONCRETE COLUMNS AND PERIMETER MECHANICAL PIPES ARE NOT DEDUCTED) TO THE MIDPOINT OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS, TO THE EXTERIOR SIDE OF THE PUBLIC CORRIDORS, STAIRS, ELEVATORS, MECHANICAL EQUIPMENT SPACES, AND ANY COMMON ELEMENTS, AND (ii) VERTICALLY FROM THE TOP OF THE CONCRETE SLAB BELOW (LOCATED UNDER THE FINISHED FLOOR AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE CONCRETE SLAB ABOVE.

TAX LOT CERTIFICATION

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

10/16/23
DATE

TAX MAP SPECIALIST

ARCHITECTURAL CERTIFICATION

STATE OF NEW YORK, COUNTY OF NEW YORK
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.

SEAL & SIGNATURE

SWORN TO BEFORE ME THIS 5 DAY OF July 20 23

ISSUE DATE 07/05/2023

DRAWING TITLE:

10TH FLOOR PLAN

VENESSA RESTREPO
Notary Public - State of New York
NO. 01RE6008587
Qualified in Kings County
My Commission Expires May 24 2027

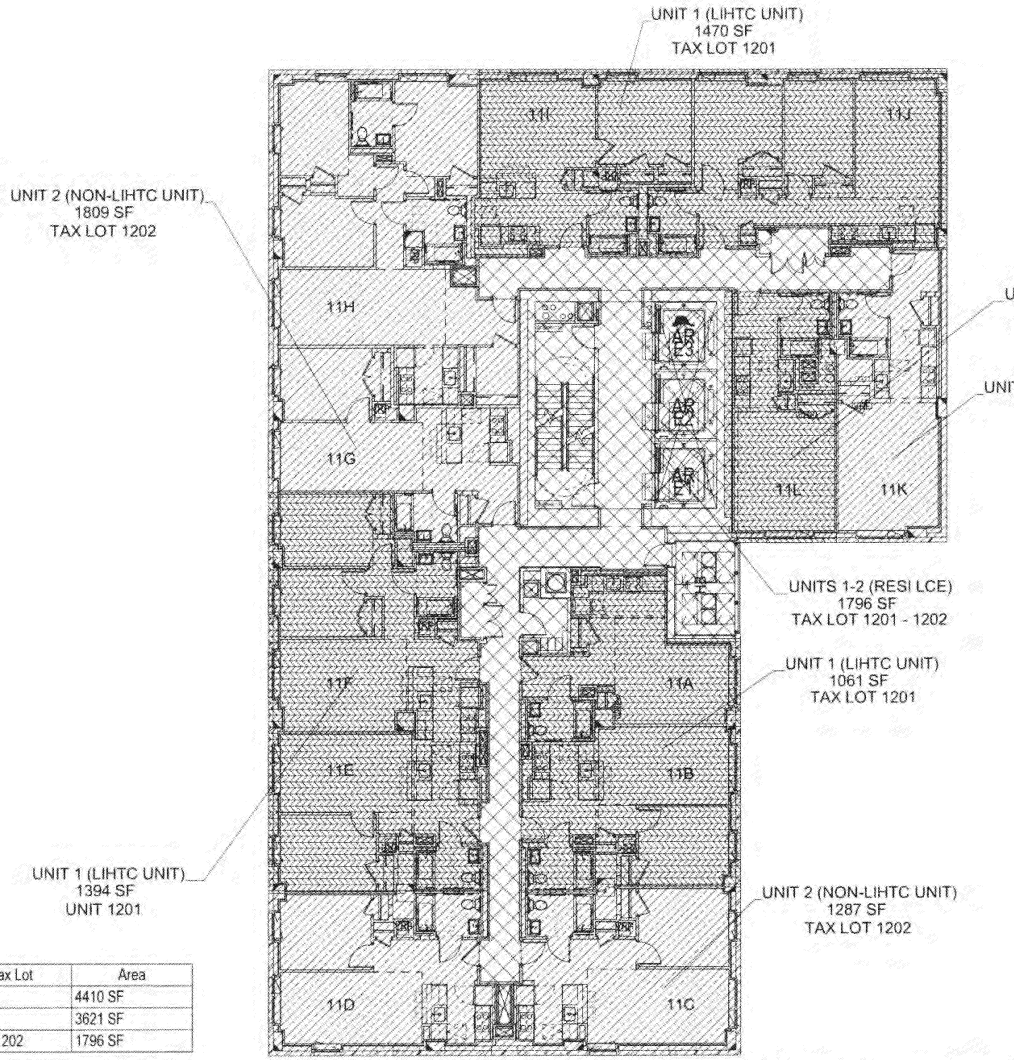
07/05/23

FL-13.00

© Handel Architects LLP 2022

LEGEND

- UNIT 1 (LIHTC UNIT) (TAX LOT 1201)
- UNIT 2 (NON-LIHTC UNIT) (TAX LOT 1202)
- UNIT 3 (CF UNIT 1) (TAX LOT 1203)
- UNIT 4 (CF UNIT 2) (TAX LOT 1204)
- UNIT 5 (CF UNIT 3) (TAX LOT 1205)
- UNIT 6 (RETAIL) (TAX LOT 1206)
- UNITS 1-2 (RESI LCE) (TAX LOT 1201 - 1202)
- UNITS 3-5 (CF345 LCE) (TAX LOT 1203 - 1205)
- UNITS 3, 5 (CF35 LCE) (TAX LOT 1203, 1205)
- UNITS 1-6 (CE) (TAX LOT 1201 - 1206)



Type	Tax Lot	Area
UNIT 1 (LIHTC UNIT)	1201	4410 SF
UNIT 2 (NON-LIHTC UNIT)	1202	3621 SF
UNITS 1-2 (RESI LCE)	1201 - 1202	1796 SF

11TH FLOOR PLAN

1/16" = 1'-0"

1

Sendero verde

EAST HARLEM | BUILDING A

50 EAST 112TH STREET
NEW YORK, NY 10029

DECLARANT

SV-A MODERATE OWNERS LLC
551 FIFTH AVENUE, #23
NEW YORK, NY 10176

ACACIA SENDERO VERDE
HOUSING DEVELOPMENT FUND
COMPANY, INC.
300 EAST 175TH STREET
BRONX, NY 10457

ARCHITECT

HANDEL ARCHITECTS, LLP
120 BROADWAY, 6TH FLOOR
NEW YORK, NY 10271

DIMENSIONS OF UNITS

DIMENSIONS OF CONDOMINIUM UNITS CONSIST OF THE AREA MEASURED (i) HORIZONTALLY FROM THE EXTERIOR SIDE OF THE EXTERIOR WALLS (PERIMETER CONCRETE COLUMNS AND PERIMETER MECHANICAL PIPES ARE NOT DEDUCTED) TO THE MIDPOINT OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS, TO THE EXTERIOR SIDE OF THE PUBLIC CORRIDORS, STAIRS, ELEVATORS, MECHANICAL EQUIPMENT SPACES, AND ANY COMMON ELEMENTS, AND (ii) VERTICALLY FROM THE TOP OF THE CONCRETE SLAB BELOW (LOCATED UNDER THE FINISHED FLOOR AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE CONCRETE SLAB ABOVE.

TAX LOT CERTIFICATION

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

10/16/23
DATE

TAX MAP SPECIALIST

ARCHITECTURAL CERTIFICATION

STATE OF NEW YORK, COUNTY OF NEW YORK
THIS IS TO CERTIFY THAT THIS (EACH) SURVEY IS A COPY OF A PORTION OF THE PLANS OF THE BUILDING FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK, AND FULLY AND FAIRLY DEPICTS THE LAY-OUT, LOCATION, UNIT DESIGNATIONS, AND APPROXIMATE DIMENSIONS OF THE UNITS SHOWN.

SEAL & SIGNATURE

LICENSED ARCHITECT
No. 019993
STATE OF NEW YORK

SWORN TO BEFORE ME THIS 5 DAY OF July 20 23

VENESSA RESTREPO
Notary Public - State of New York
NO. 01RE6006587
Qualified in Kings County
My Commission Expires May 24, 2027

ISSUE DATE 07/05/2023

DRAWING TITLE:

11TH FLOOR PLAN

07/05/23

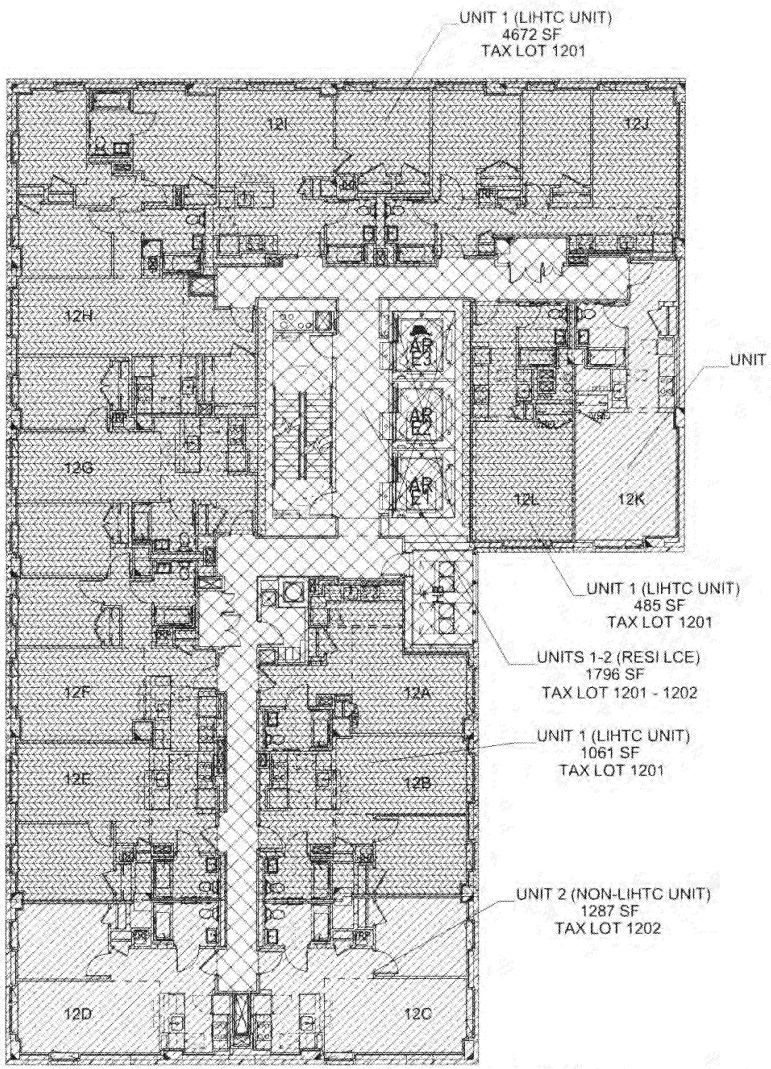
TL-14.00

© Handel Architects LLP 2022

LEGEND

- UNIT 1 (LIHTC UNIT) (TAX LOT 1201)
- UNIT 2 (NON-LIHTC UNIT) (TAX LOT 1202)
- UNIT 3 (CF UNIT 1) (TAX LOT 1203)
- UNIT 4 (CF UNIT 2) (TAX LOT 1204)
- UNIT 5 (CF UNIT 3) (TAX LOT 1205)
- UNIT 6 (RETAIL) (TAX LOT 1206)
- UNITS 1-2 (RESI LCE) (TAX LOT 1201 - 1202)
- UNITS 3-5 (CF345 LCE) (TAX LOT 1203 - 1205)
- UNITS 3, 5 (CF35 LCE) (TAX LOT 1203, 1205)
- UNITS 1-6 (CE) (TAX LOT 1201 - 1206)

Type	Tax Lot	Area
UNIT 1 (LIHTC UNIT)	1201	6218 SF
UNIT 2 (NON-LIHTC UNIT)	1202	1813 SF
UNITS 1-2 (RESI LCE)	1201 - 1202	1796 SF



12TH FLOOR PLAN

1/16" = 1'-0"

1

Sendero verde

EAST HARLEM | BUILDING A

50 EAST 112TH STREET
NEW YORK, NY 10029

DECLARANT

SV-A MODERATE OWNERS LLC
551 FIFTH AVENUE, #23
NEW YORK, NY 10176

ACACIA SENDERO VERDE HOUSING DEVELOPMENT FUND COMPANY, INC.
300 EAST 175TH STREET
BRONX, NY 10457

ARCHITECT

HANDEL ARCHITECTS, LLP
120 BROADWAY, 6TH FLOOR
NEW YORK, NY 10271

DIMENSIONS OF UNITS

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TAX LOT CERTIFICATION

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10/16/23
DATE

TAX MAP SPECIALIST

ARCHITECTURAL CERTIFICATION

STATE OF NEW YORK, COUNTY OF NEW YORK
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SEAL & SIGNATURE

REGISTERED ARCHITECT No. 019[illegible] STATE OF NEW YORK

SWORN TO BEFORE ME THIS [illegible] DAY OF [illegible] 20[illegible]

VENESSA RESTREPO
Notary Public - State of New York
NO. 01RE0008587
Qualified in Kings County
My Commission Expires May 24 2027

07/05/23

ISSUE DATE 07/05/2023

DRAWING TITLE:

12TH FLOOR PLAN

TL-15.00

© Handel Architects LLP 2022

LEGEND

- UNIT 1 (LIHTC UNIT) (TAX LOT 1201)
- UNIT 2 (NON-LIHTC UNIT) (TAX LOT 1202)
- UNIT 3 (CF UNIT 1) (TAX LOT 1203)
- UNIT 4 (CF UNIT 2) (TAX LOT 1204)
- UNIT 5 (CF UNIT 3) (TAX LOT 1205)
- UNIT 6 (RETAIL) (TAX LOT 1206)
- UNITS 1-2 (RESI LCE) (TAX LOT 1201 - 1202)
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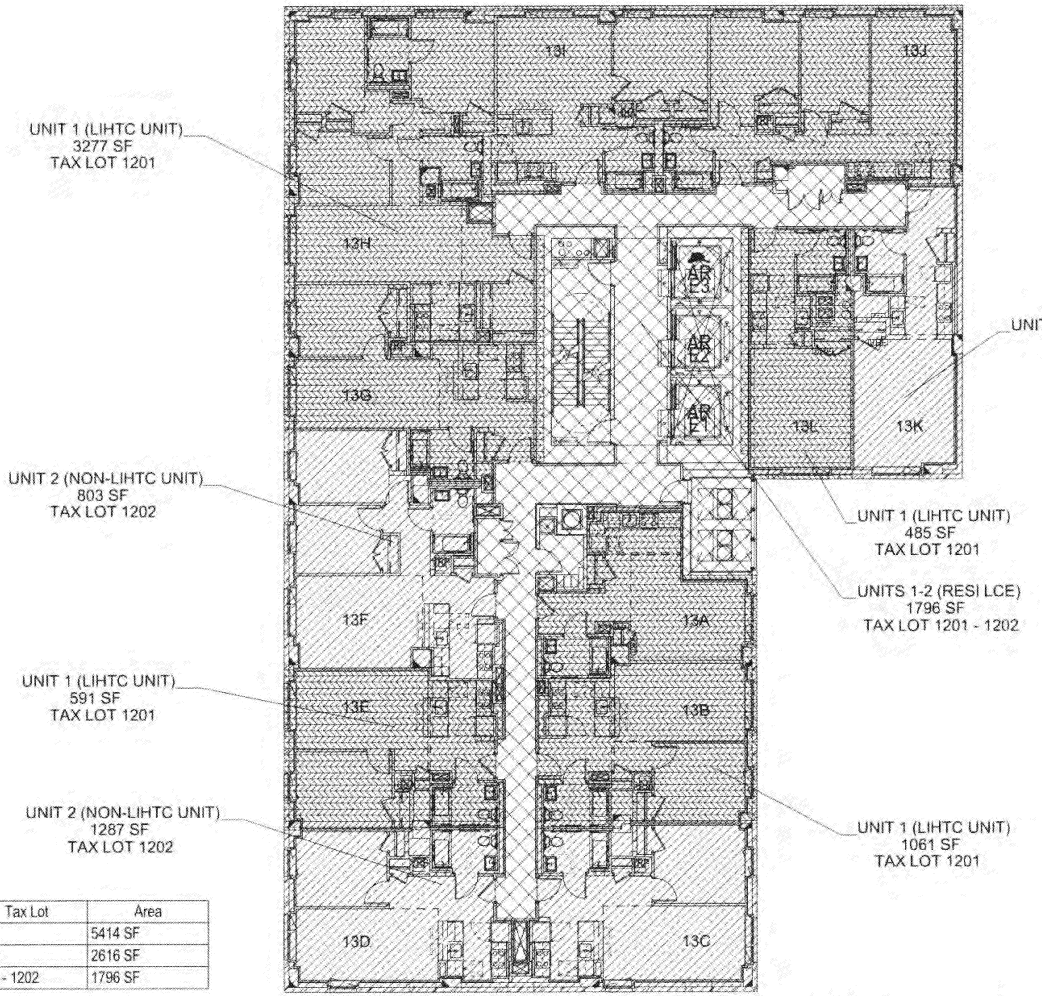
- UNITS 3, 5 (CF35 LCE) (TAX LOT 1203, 1205)
- UNITS 1-6 (CE) (TAX LOT 1201 - 1206)



Type	Tax Lot	Area
UNIT 1 (LIHTC UNIT)	1201	5414 SF
UNIT 2 (NON-LIHTC UNIT)	1202	2616 SF
UNITS 1-2 (RESI LCE)	1201 - 1202	1796 SF

13TH FLOOR PLAN

1/16" = 1'-0"

1

Sendero verde

EAST HARLEM | BUILDING A

50 EAST 112TH STREET
NEW YORK, NY 10029

DECLARANT

SV-A MODERATE OWNERS LLC
551 FIFTH AVENUE, #23
NEW YORK, NY 10176

ACACIA SENDERO VERDE
HOUSING DEVELOPMENT FUND
COMPANY, INC.
300 EAST 175TH STREET
BRONX, NY 10457

ARCHITECT

HANDEL ARCHITECTS, LLP
120 BROADWAY, 6TH FLOOR
NEW YORK, NY 10271

DIMENSIONS OF UNITS

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TAX LOT CERTIFICATION

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10/16/23
DATE

TAX MAP SPECIALIST

ARCHITECTURAL CERTIFICATION

STATE OF NEW YORK, COUNTY OF NEW YORK
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SEAL & SIGNATURE

SWORN TO BEFORE ME THIS 5 DAY OF July 20 23

ISSUE DATE 07/05/2023

DRAWING TITLE:

13TH FLOOR PLAN

VENESSA RESTREPO
Notary Public - State of New York
NO. 01RE0008587
Qualified in Kings County
My Commission Expires May 24, 2027

07/05/23

TL-16.00

© Handel Architects LLP 2022

LEGEND

- UNIT 1 (LIHTC UNIT) (TAX LOT 1201)
- UNIT 2 (NON-LIHTC UNIT) (TAX LOT 1202)
- UNIT 3 (CF UNIT 1) (TAX LOT 1203)
- UNIT 4 (CF UNIT 2) (TAX LOT 1204)
- UNIT 5 (CF UNIT 3) (TAX LOT 1205)
- UNIT 6 (RETAIL) (TAX LOT 1206)
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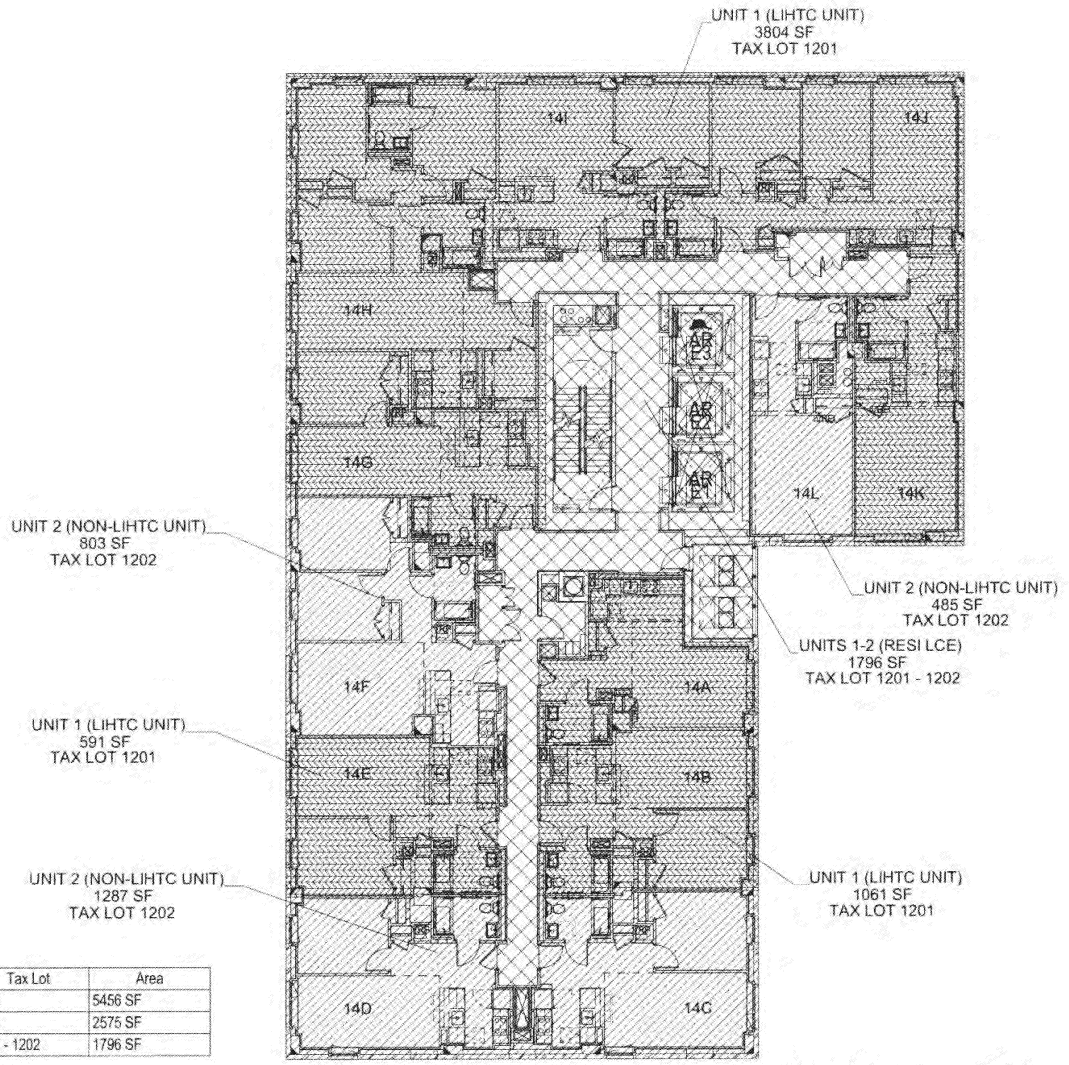
- UNITS 3-5 (CF345 LCE) (TAX LOT 1203 - 1205)
- UNITS 3, 5 (CF35 LCE) (TAX LOT 1203, 1205)
- UNITS 1-6 (CE) (TAX LOT 1201 - 1206)



Type	Tax Lot	Area
UNIT 1 (LIHTC UNIT)	1201	5456 SF
UNIT 2 (NON-LIHTC UNIT)	1202	2575 SF
UNITS 1-2 (RESI LCE)	1201 - 1202	1796 SF

14TH FLOOR PLAN

1/16" = 1'-0"

1

Sendero verde

EAST HARLEM | BUILDING A

50 EAST 112TH STREET
NEW YORK, NY 10029

DECLARANT

SV-A MODERATE OWNERS LLC
551 FIFTH AVENUE, #23
NEW YORK, NY 10176

ACACIA SENDERO VERDE
HOUSING DEVELOPMENT FUND
COMPANY, INC.
300 EAST 175TH STREET
BRONX, NY 10457

ARCHITECT

HANDEL ARCHITECTS, LLP
120 BROADWAY, 6TH FLOOR
NEW YORK, NY 10271

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TAX LOT CERTIFICATION

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10/16/23
DATE

TAX MAP SPECIALIST

ARCHITECTURAL CERTIFICATION

STATE OF NEW YORK, COUNTY OF NEW YORK
THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AT THE TIME AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK, AND FULLY AND FAITHFULLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS, AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

SEAL & SIGNATURE

REGISTERED ARCHITECT No. 019937 STATE OF NEW YORK

SWORN TO BEFORE ME THIS 5 DAY OF July 2023

VENESSA RESTREPO
Notary Public - State of New York
NO. 01RE6008587
Qualified in Kings County
My Commission Expires May 24, 2027

07/05/23

ISSUE DATE 07/05/2023

DRAWING TITLE:

14TH FLOOR PLAN

TL-17.00

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LEGEND

- UNIT 1 (LIHTC UNIT) (TAX LOT 1201)
- UNIT 2 (NON-LIHTC UNIT) (TAX LOT 1202)
- UNIT 3 (CF UNIT 1) (TAX LOT 1203)
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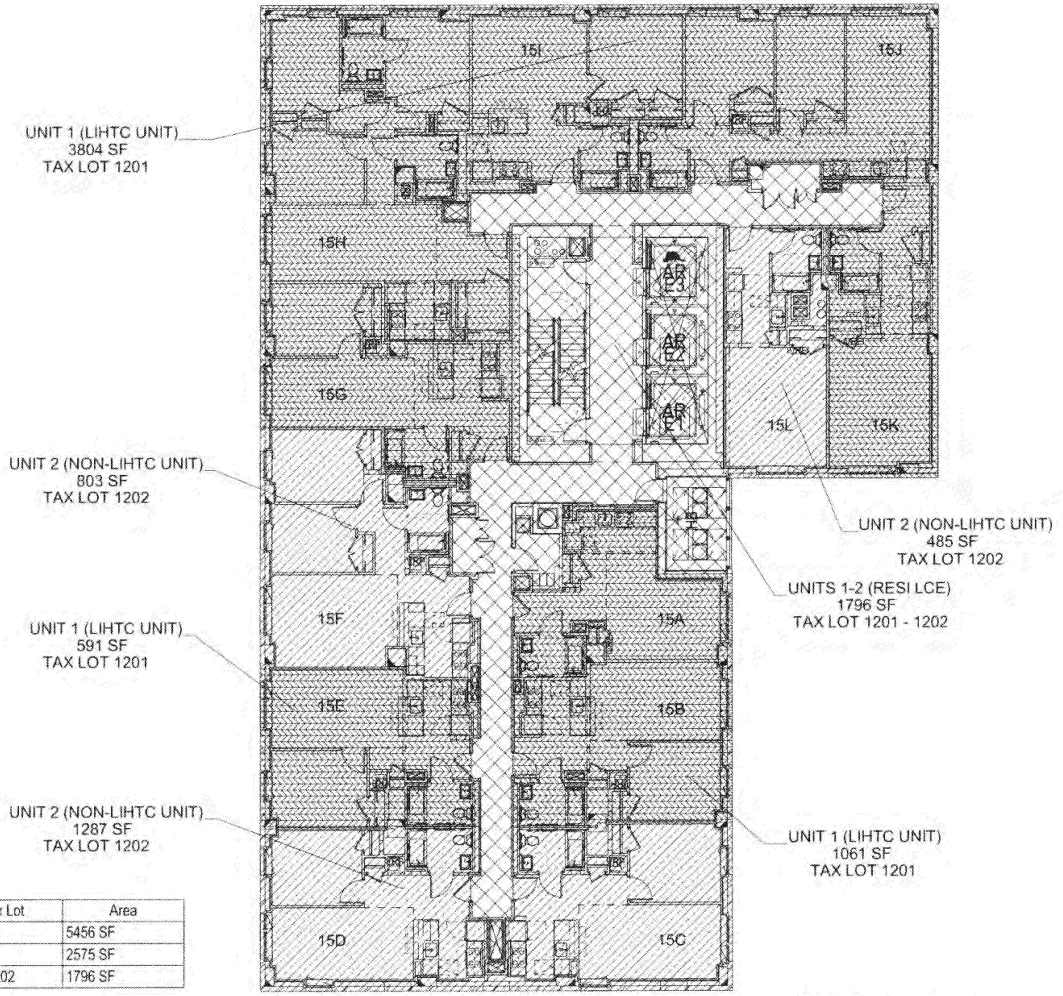

Type	Tax Lot	Area
UNIT 1 (LIHTC UNIT)	1201	5456 SF
UNIT 2 (NON-LIHTC UNIT)	1202	2575 SF
UNITS 1-2 (RESI LCE)	1201 - 1202	1796 SF

15TH FLOOR PLAN

1/16" = 1'-0"

1

Sendero verde

EAST HARLEM | BUILDING A

50 EAST 112TH STREET
NEW YORK, NY 10029

DECLARANT

SV-A MODERATE OWNERS LLC
551 FIFTH AVENUE, #23
NEW YORK, NY 10176

ACACIA SENDERO VERDE HOUSING DEVELOPMENT FUND COMPANY, INC.
300 EAST 175TH STREET
BRONX, NY 10457

ARCHITECT

HANDEL ARCHITECTS, LLP
120 BROADWAY, 6TH FLOOR
NEW YORK, NY 10271

DIMENSIONS OF UNITS

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TAX LOT CERTIFICATION

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10/16/23
DATE

TAX MAP SPECIALIST

ARCHITECTURAL CERTIFICATION

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SEAL & SIGNATURE

REGISTERED ARCHITECT
No. 019933
STATE OF NEW YORK

SWORN TO BEFORE ME THIS 5 DAY OF July, 20 23

ISSUE DATE 07/05/2023

DRAWING TITLE:

15TH FLOOR PLAN 07/05/23

VENESSA RESTREPO
Notary Public - State of New York
NO. 01RE0008587
Qualified in Kings County
My Commission Expires May 24, 2027

TL-18.00

© Handel Architects LLP 2022

LEGEND

- UNIT 1 (LIHTC UNIT) (TAX LOT 1201)
- UNIT 2 (NON-LIHTC UNIT) (TAX LOT 1202)
- UNIT 3 (CF UNIT 1) (TAX LOT 1203)
- UNIT 4 (CF UNIT 2) (TAX LOT 1204)
- UNIT 5 (CF UNIT 3) (TAX LOT 1205)
- UNIT 6 (RETAIL) (TAX LOT 1206)
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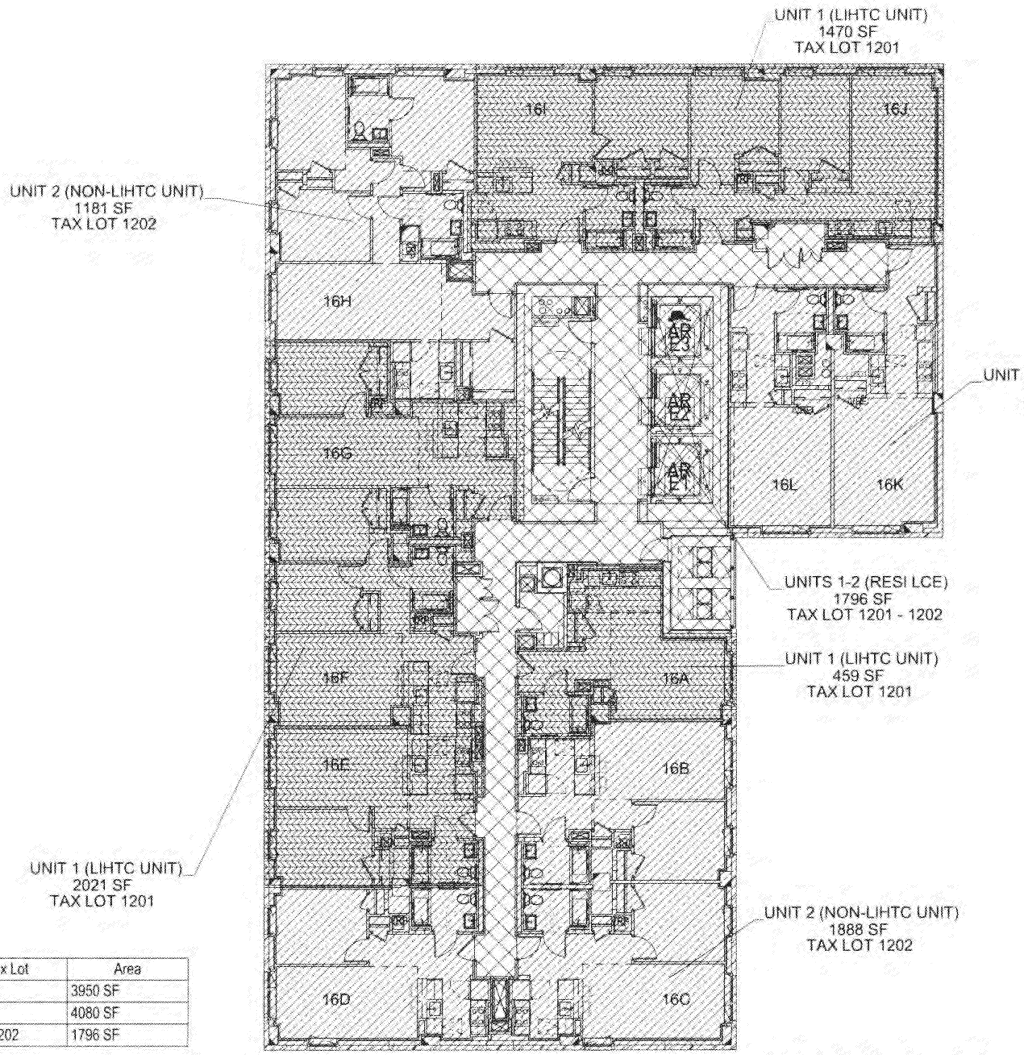
- UNITS 3, 5 (CF35 LCE) (TAX LOT 1203, 1205)
- UNITS 1-6 (CE) (TAX LOT 1201 - 1206)



Type	Tax Lot	Area
UNIT 1 (LIHTC UNIT)	1201	3950 SF
UNIT 2 (NON-LIHTC UNIT)	1202	4080 SF
UNITS 1-2 (RESI LCE)	1201 - 1202	1796 SF

16TH FLOOR PLAN

1/16" = 1'-0"

1

Sendero verde

EAST HARLEM | BUILDING A

50 EAST 112TH STREET
NEW YORK, NY 10029

DECLARANT

SV-A MODERATE OWNERS LLC
551 FIFTH AVENUE, #23
NEW YORK, NY 10176

ACACIA SENDERO VERDE HOUSING DEVELOPMENT FUND COMPANY, INC.
300 EAST 175TH STREET
BRONX, NY 10457

ARCHITECT

HANDEL ARCHITECTS, LLP
120 BROADWAY, 6TH FLOOR
NEW YORK, NY 10271

DIMENSIONS OF UNITS

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TAX LOT CERTIFICATION

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TAX MAP SPECIALIST

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SEAL & SIGNATURE

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VENESSA RESTREPO
Notary Public - State of New York
NO. 01RE0008587
Qualified in Kings County
My Commission Expires May 24, 2027

07/05/23

ISSUE DATE 07/05/2023

DRAWING TITLE:

16TH FLOOR PLAN

TL-19.00

© Handel Architects LLP 2022

LEGEND

- UNIT 1 (LIHTC UNIT) (TAX LOT 1201)
- UNIT 2 (NON-LIHTC UNIT) (TAX LOT 1202)
- UNIT 3 (CF UNIT 1) (TAX LOT 1203)
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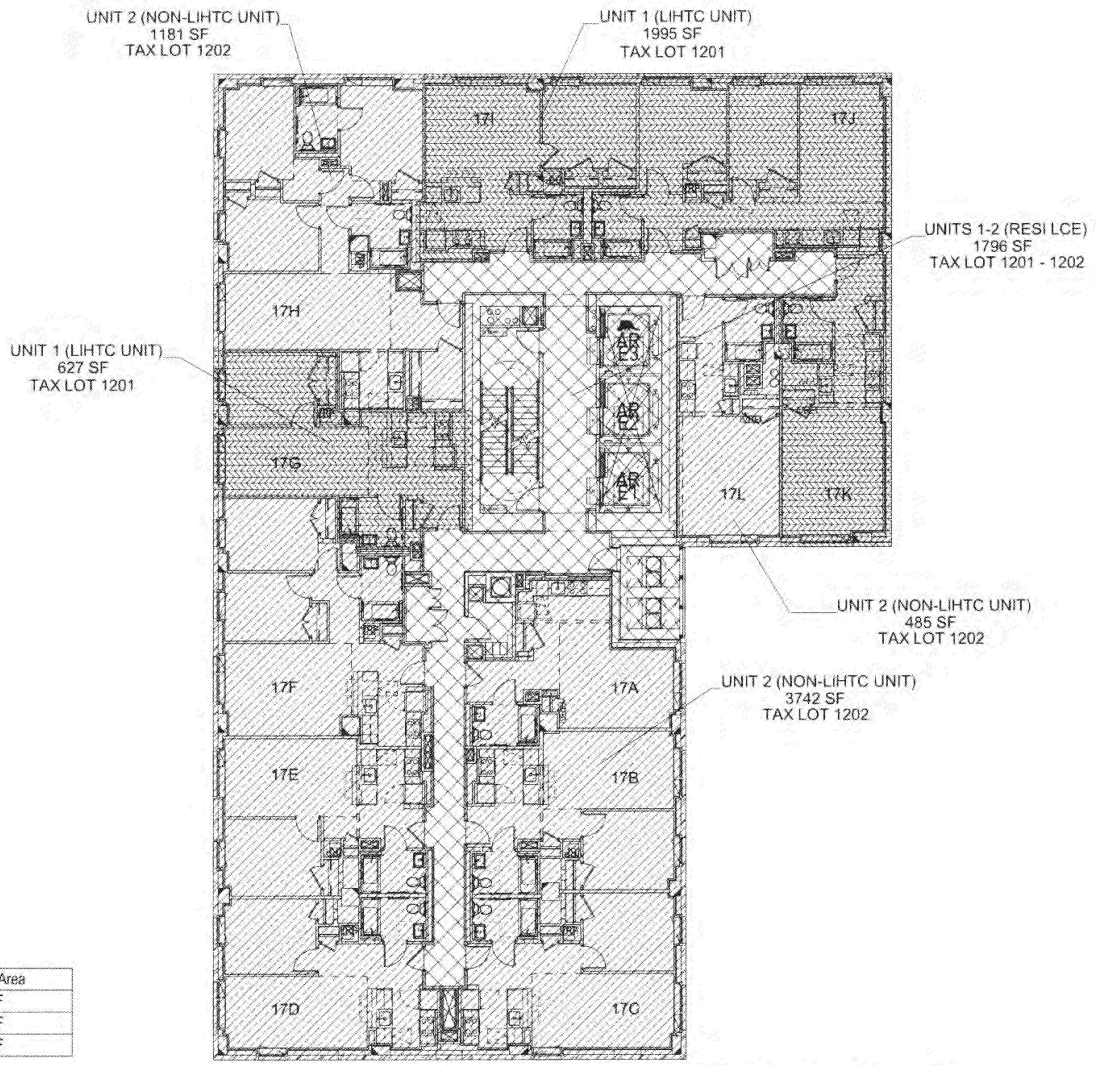
- UNITS 1-6 (CE) (TAX LOT 1201 - 1206)



17TH FLOOR PLAN

1/16" = 1'-0"

1

Type	Tax Lot	Area
UNIT 1 (LIHTC UNIT)	1201	2622 SF
UNIT 2 (NON-LIHTC UNIT)	1202	5408 SF
UNITS 1-2 (RESI LCE)	1201 - 1202	1796 SF

Sendero verde

EAST HARLEM | BUILDING A

50 EAST 112TH STREET
NEW YORK, NY 10029

DECLARANT

SV-A MODERATE OWNERS LLC
551 FIFTH AVENUE, #23
NEW YORK, NY 10176

ACACIA SENDERO VERDE HOUSING DEVELOPMENT FUND COMPANY, INC.
300 EAST 175TH STREET
BRONX, NY 10457

ARCHITECT

HANDEL ARCHITECTS, LLP
120 BROADWAY, 6TH FLOOR
NEW YORK, NY 10271

DIMENSIONS OF UNITS

DIMENSIONS OF CONDOMINIUM UNITS CONSIST OF THE AREA MEASURED (i) HORIZONTALLY FROM THE EXTERIOR SIDE OF THE EXTERIOR WALLS (PERIMETER CONCRETE COLUMNS AND PERIMETER MECHANICAL PIPES ARE NOT DEDUCTED) TO THE MIDPOINT OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS, TO THE EXTERIOR SIDE OF THE PUBLIC CORRIDORS, STAIRS, ELEVATORS, MECHANICAL EQUIPMENT SPACES, AND ANY COMMON ELEMENTS, AND (ii) VERTICALLY FROM THE TOP OF THE CONCRETE SLAB BELOW (LOCATED UNDER THE FINISHED FLOOR AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE CONCRETE SLAB ABOVE.

TAX LOT CERTIFICATION

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

10/16/23
DATE

TAX MAP SPECIALIST

ARCHITECTURAL CERTIFICATION

STATE OF NEW YORK, COUNTY OF NEW YORK
THIS IS TO CERTIFY THAT THIS PLAN IS A TRUE COPY OF A PORTION OF THE PLANS OF THE BUILDING 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.

SEAL & SIGNATURE

SWORN TO BEFORE ME THIS 5 DAY OF July 20 23

ISSUE DATE 07/05/2023

DRAWING TITLE:

17TH FLOOR PLAN

VENESSA RESTREPO
Notary Public - State of New York
NO. 01RE0008587
Qualified in Kings County
My Commission Expires May 24, 2027

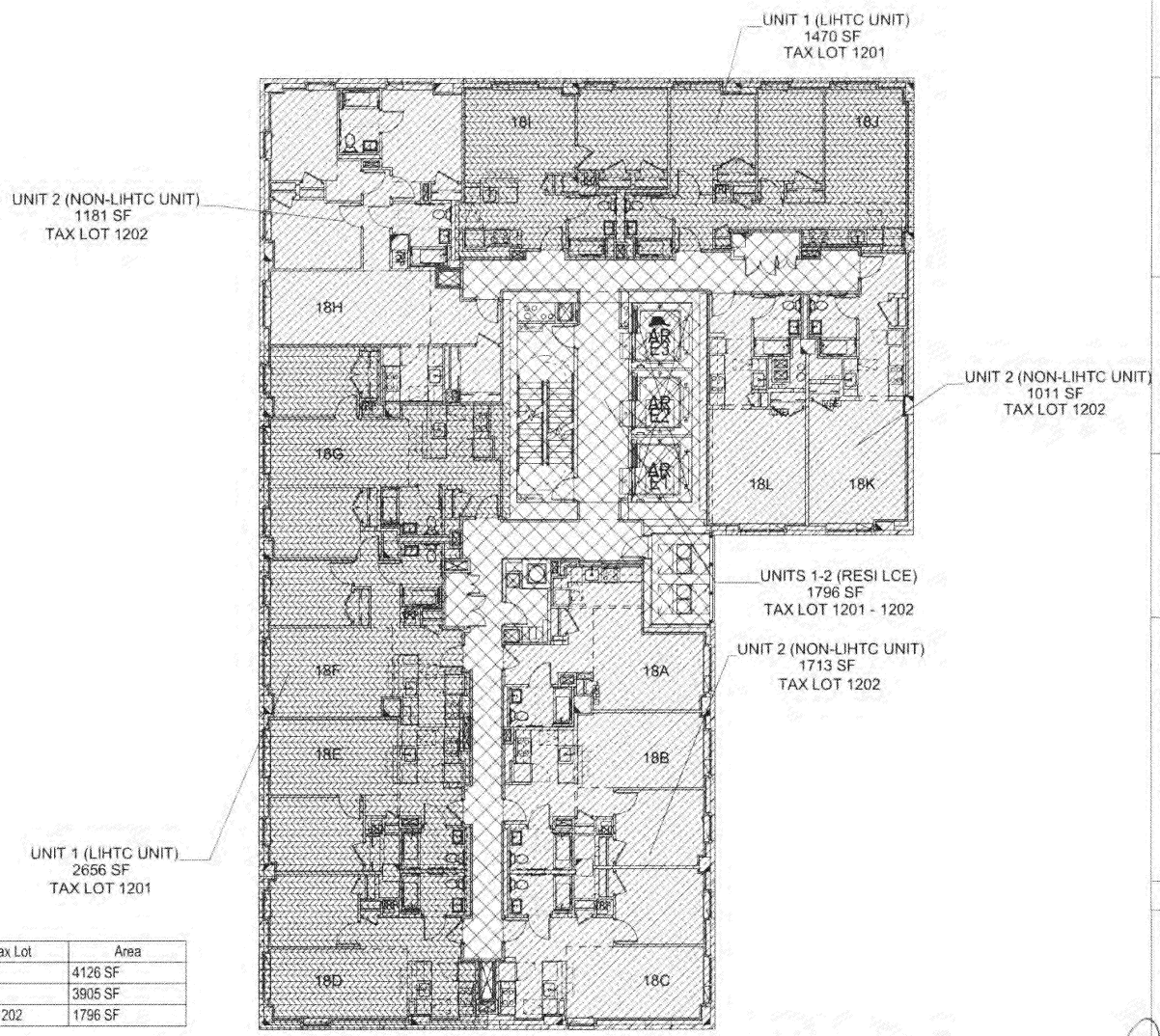
07/05/23

TL-20.00

© Handel Architects LLP 2022

LEGEND

- UNIT 1 (LIHTC UNIT) (TAX LOT 1201)
- UNIT 2 (NON-LIHTC UNIT) (TAX LOT 1202)
- UNIT 3 (CF UNIT 1) (TAX LOT 1203)
- UNIT 4 (CF UNIT 2) (TAX LOT 1204)
- UNIT 5 (CF UNIT 3) (TAX LOT 1205)
- UNIT 6 (RETAIL) (TAX LOT 1206)
- UNITS 1-2 (RESI LCE) (TAX LOT 1201 - 1202)
- UNITS 3-5 (CF345 LCE) (TAX LOT 1203 - 1205)
- UNITS 3, 5 (CF35 LCE) (TAX LOT 1203, 1205)
- UNITS 1-6 (CE) (TAX LOT 1201 - 1206)



Type	Tax Lot	Area
UNIT 1 (LIHTC UNIT)	1201	4126 SF
UNIT 2 (NON-LIHTC UNIT)	1202	3905 SF
UNITS 1-2 (RESI LCE)	1201 - 1202	1796 SF

18TH FLOOR PLAN

1/16" = 1'-0"

1

Sendero verde

EAST HARLEM | BUILDING A

50 EAST 112TH STREET
NEW YORK, NY 10029

DECLARANT

SV-A MODERATE OWNERS LLC
551 FIFTH AVENUE, #23
NEW YORK, NY 10176

ACACIA SENDERO VERDE
HOUSING DEVELOPMENT FUND
COMPANY, INC.
300 EAST 175TH STREET
BRONX, NY 10457

ARCHITECT

HANDEL ARCHITECTS, LLP
120 BROADWAY, 6TH FLOOR
NEW YORK, NY 10271

DIMENSIONS OF UNITS

DIMENSIONS OF CONDOMINIUM UNITS CONSIST OF THE AREA MEASURED (i) HORIZONTALLY FROM THE EXTERIOR SIDE OF THE EXTERIOR WALLS (PERIMETER CONCRETE COLUMNS AND PERIMETER MECHANICAL PIPES ARE NOT DEDUCTED) TO THE MIDPOINT OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS, TO THE EXTERIOR SIDE OF THE PUBLIC CORRIDORS, STAIRS, ELEVATORS, MECHANICAL EQUIPMENT SPACES, AND ANY COMMON ELEMENTS, AND (ii) VERTICALLY FROM THE TOP OF THE CONCRETE SLAB BELOW (LOCATED UNDER THE FINISHED FLOOR AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE CONCRETE SLAB ABOVE.

TAX LOT CERTIFICATION

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10/16/23
DATE

TAX MAP SPECIALIST

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SEAL & SIGNATURE

SWORN TO BEFORE ME THIS 5 DAY OF July, 20 23

VENESSA RESTREPO
Notary Public - State of New York
NO. 01RE0008587
Qualified in Kings County
My Commission Expires May 24, 2027

ISSUE DATE 07/05/2023

DRAWING TITLE:

18TH FLOOR PLAN 07/05/23

TL-21.00

© Handel Architects LLP 2022

LEGEND

- UNIT 1 (LIHTC UNIT) (TAX LOT 1201)
- UNIT 2 (NON-LIHTC UNIT) (TAX LOT 1202)
- UNIT 3 (CF UNIT 1) (TAX LOT 1203)
- UNIT 4 (CF UNIT 2) (TAX LOT 1204)
- UNIT 5 (CF UNIT 3) (TAX LOT 1205)
- UNIT 6 (RETAIL) (TAX LOT 1206)
- UNITS 1-2 (RESI LCE) (TAX LOT 1201 - 1202)
- UNITS 3-5 (CF345 LCE) (TAX LOT 1203 - 1205)
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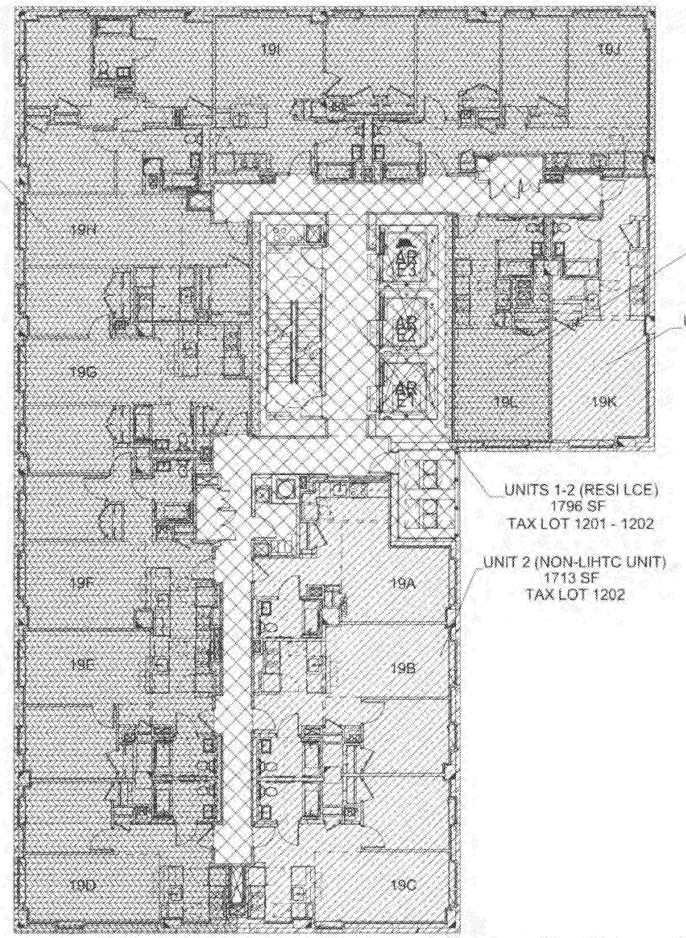
- UNITS 1-6 (CE) (TAX LOT 1201 - 1206)



19TH FLOOR PLAN

1/16" = 1'-0"

1

Type	Tax Lot	Area
UNIT 1 (LIHTC UNIT)	1201	5792 SF
UNIT 2 (NON-LIHTC UNIT)	1202	2239 SF
UNITS 1-2 (RESI LCE)	1201 - 1202	1796 SF

Sendero verde

EAST HARLEM | BUILDING A

50 EAST 112TH STREET
NEW YORK, NY 10029

DECLARANT

SV-A MODERATE OWNERS LLC
551 FIFTH AVENUE, #23
NEW YORK, NY 10176

ACACIA SENDERO VERDE HOUSING DEVELOPMENT FUND COMPANY, INC.
300 EAST 175TH STREET
BRONX, NY 10457

ARCHITECT

HANDEL ARCHITECTS, L
120 BROADWAY, 6TH FL
NEW YORK, NY 10271

DIMENSIONS OF UNITS

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TAX LOT CERTIFICATION

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10/16/23
DATE

TAX MAP SPECIALIST

ARCHITECTURAL CERTIFICATION

STATE OF NEW YORK, COUNTY OF NEW YORK
THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY NEW YORK, AND FULL AND TRUE REPRESENTATION OF THE LAYOUT LOCATION, UNIT DESIGNATIONS, AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

SEAL & SIGNATURE

SWORN TO BEFORE ME THIS ___ DAY O

VENESSA RESTREPO
Notary Public - State of New York
NO. 01RE0008587
Qualified in Kings County
My Commission Expires May 24, 2027

ISSUE DATE 07/05/2

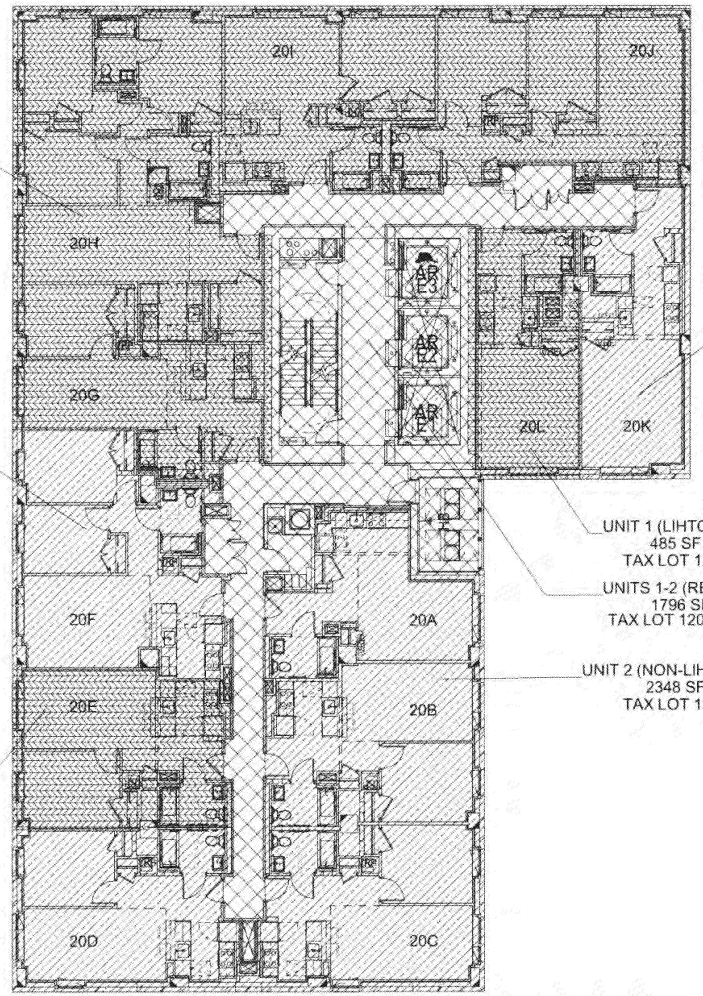
DRAWING TITLE:

19TH FLOOR PLAN

© Handel Architects LLP

LEGEND

- UNIT 1 (LIHTC UNIT) (TAX LOT 1201)
- UNIT 2 (NON-LIHTC UNIT) (TAX LOT 1202)
- UNIT 3 (CF UNIT 1) (TAX LOT 1203)
- UNIT 4 (CF UNIT 2) (TAX LOT 1204)
- UNIT 5 (CF UNIT 3) (TAX LOT 1205)
- UNIT 6 (RETAIL) (TAX LOT 1206)
- UNITS 1-2 (RESI LCE) (TAX LOT 1201 - 1202)
- UNITS 3-5 (CF345 LCE) (TAX LOT 1203 - 1205)
- UNITS 3, 5 (CF35 LCE) (TAX LOT 1203, 1205)
- UNITS 1-6 (CE) (TAX LOT 1201 - 1206)



UNIT 1 (LIHTC UNIT)
3278 SF
TAX LOT 1201

UNIT 2 (NON-LIHTC UNIT)
803 SF
TAX LOT 1202

UNIT 1 (LIHTC UNIT)
591 SF
TAX LOT 1202

UNIT 2 (NON-LIHTC UNIT)
526 SF
TAX LOT 1202

UNIT 1 (LIHTC UNIT)
485 SF
TAX LOT 1201

UNITS 1-2 (RESI LCE)
1796 SF
TAX LOT 1201 - 1202

UNIT 2 (NON-LIHTC UNIT)
2348 SF
TAX LOT 1202

Type	Tax Lot	Area
UNIT 1 (LIHTC UNIT)	1201	4354 SF
UNIT 2 (NON-LIHTC UNIT)	1202	3677 SF
UNITS 1-2 (RESI LCE)	1201 - 1202	1796 SF

20TH FLOOR PLAN

1/16" = 1'-0"

1

Sendero verde

EAST HARLEM | BUILDING A

50 EAST 112TH STREET
NEW YORK, NY 10029

DECLARANT

SV-A MODERATE OWNERS LLC
551 FIFTH AVENUE, #23
NEW YORK, NY 10176

ACACIA SENDERO VERDE
HOUSING DEVELOPMENT FUND
COMPANY, INC.
300 EAST 175TH STREET
BRONX, NY 10457

ARCHITECT

HANDEL ARCHITECTS, LLP
120 BROADWAY, 6TH FLOOR
NEW YORK, NY 10271

DIMENSIONS OF UNITS

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TAX MAP SPECIALIST

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SEAL & SIGNATURE

REGISTERED ARCHITECT
DAVID BAUM
No. 019193-1
STATE OF NEW YORK

SWORN TO BEFORE ME THIS 5 DAY OF July, 2023

ISSUE DATE 07/05/2023

DRAWING TITLE:

20TH FLOOR PLAN

07/05/23

VENESSA RESTREPO
Notary Public - State of New York
NO. 01RE6008587
Qualified in Kings County
My Commission Expires May 24, 2027

TL 23.00

© Handel Architects LLP 2022

LEGEND

- UNIT 1 (LIHTC UNIT) (TAX LOT 1201)
- UNIT 2 (NON-LIHTC UNIT) (TAX LOT 1202)
- UNIT 3 (CF UNIT 1) (TAX LOT 1203)
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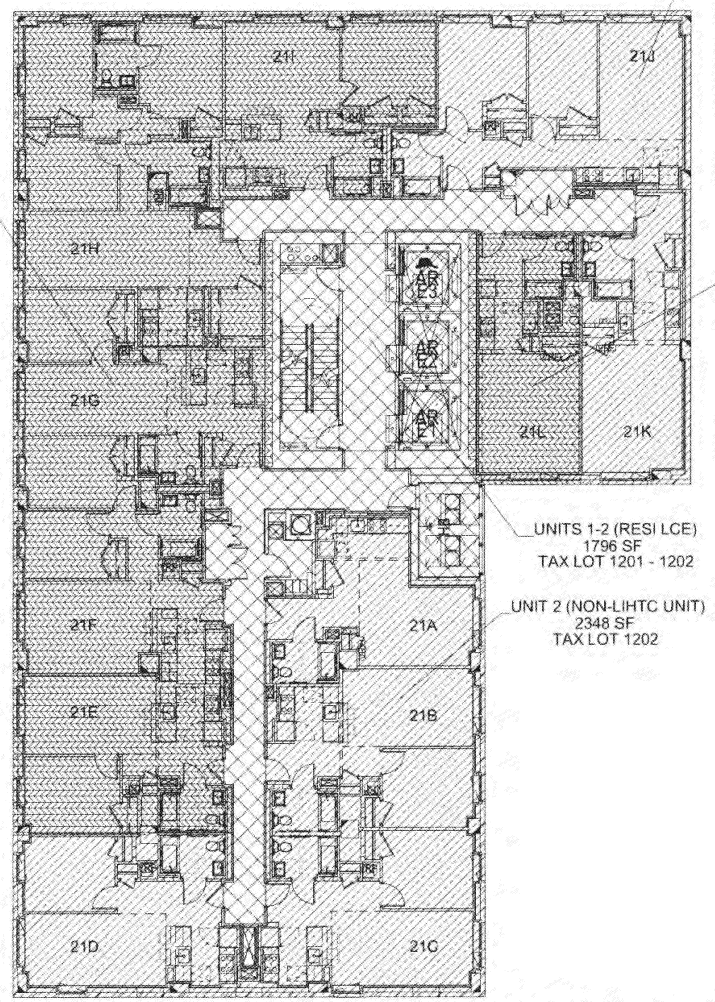

Type	Tax Lot	Area
UNIT 1 (LIHTC UNIT)	1201	4325 SF
UNIT 2 (NON-LIHTC UNIT)	1202	3706 SF
UNITS 1-2 (RESI LCE)	1201 - 1202	1796 SF

21ST FLOOR PLAN

1/16" = 1'-0"

1

Sendero verde

EAST HARLEM | BUILDING A

50 EAST 112TH STREET
NEW YORK, NY 10029

DECLARANT

SV-A MODERATE OWNERS LLC
551 FIFTH AVENUE, #23
NEW YORK, NY 10176

ACACIA SENDERO VERDE
HOUSING DEVELOPMENT FUND
COMPANY, INC.
300 EAST 175TH STREET
BRONX, NY 10457

ARCHITECT

HANDEL ARCHITECTS, LLP
120 BROADWAY, 6TH FLOOR
NEW YORK, NY 10271

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TAX MAP SPECIALIST

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SEAL & SIGNATURE

SWORN TO BEFORE ME THIS 5 DAY OF July, 20 23

ISSUE DATE 07/05/2023

DRAWING TITLE:

21ST FLOOR PLAN

VENESSA RESTREPO
Notary Public - State of New York
NO. 01RE0008587
Qualified in Kings County
My Commission Expires May 24, 2027

07/05/23

TL-24.00

© Handel Architects LLP 2022

LEGEND

- UNIT 1 (LIHTC UNIT) (TAX LOT 1201)
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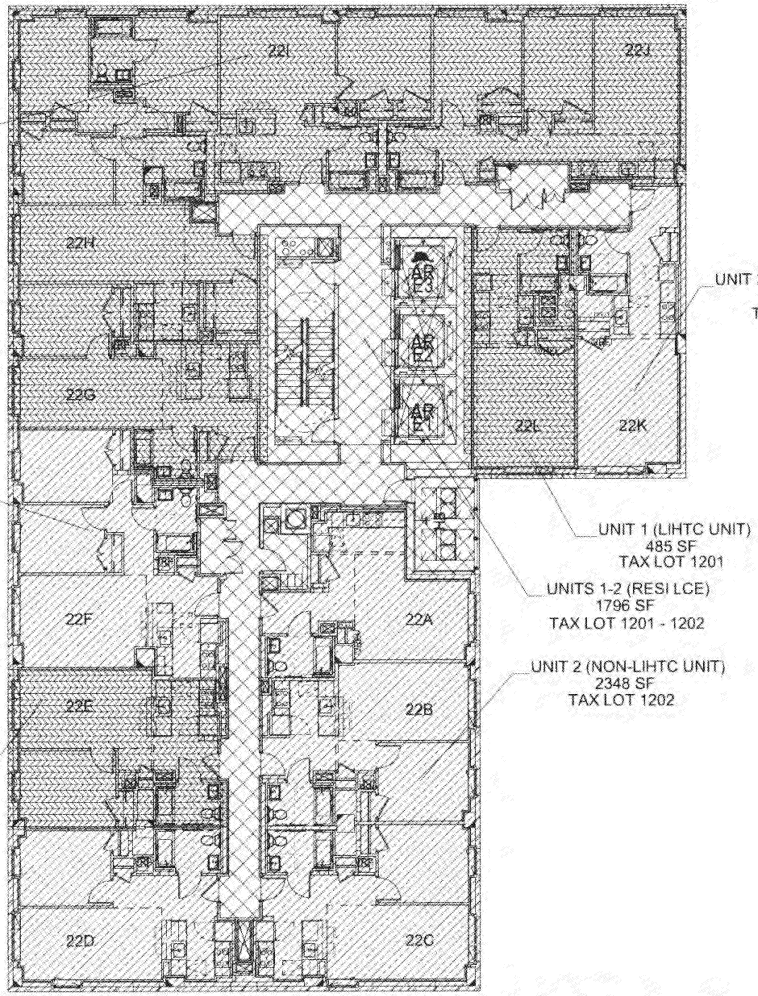

Type	Tax Lot	Area
UNIT 1 (LIHTC UNIT)	1201	4354 SF
UNIT 2 (NON-LIHTC UNIT)	1202	3677 SF
UNITS 1-2 (RESI LCE)	1201 - 1202	1796 SF

22ND FLOOR PLAN (1)
1/16" = 1'-0"

Sendero verde

EAST HARLEM | BUILDING A

50 EAST 112TH STREET
NEW YORK, NY 10029

DECLARANT

SV-A MODERATE OWNERS LLC
551 FIFTH AVENUE, #23
NEW YORK, NY 10176

ACACIA SENDERO VERDE
HOUSING DEVELOPMENT FUND
COMPANY, INC.
300 EAST 175TH STREET
BRONX, NY 10457

ARCHITECT

HANDEL ARCHITECTS, LLP
120 BROADWAY, 6TH FLOOR
NEW YORK, NY 10271

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SEAL & SIGNATURE

SWORN TO BEFORE ME THIS 5 DAY OF July, 20 23

VENESSA RESTREPO
Notary Public - State of New York
NO. 01RE0008587
Qualified in Kings County
My Commission Expires May 24, 2027

07/05/23

ISSUE DATE 07/05/2023

DRAWING TITLE:

22ND FLOOR PLAN

TL-25.00

© Handel Architects LLP 2022

LEGEND

- UNIT 1 (LIHTC UNIT) (TAX LOT 1201)
- UNIT 2 (NON-LIHTC UNIT) (TAX LOT 1202)
- UNIT 3 (CF UNIT 1) (TAX LOT 1203)
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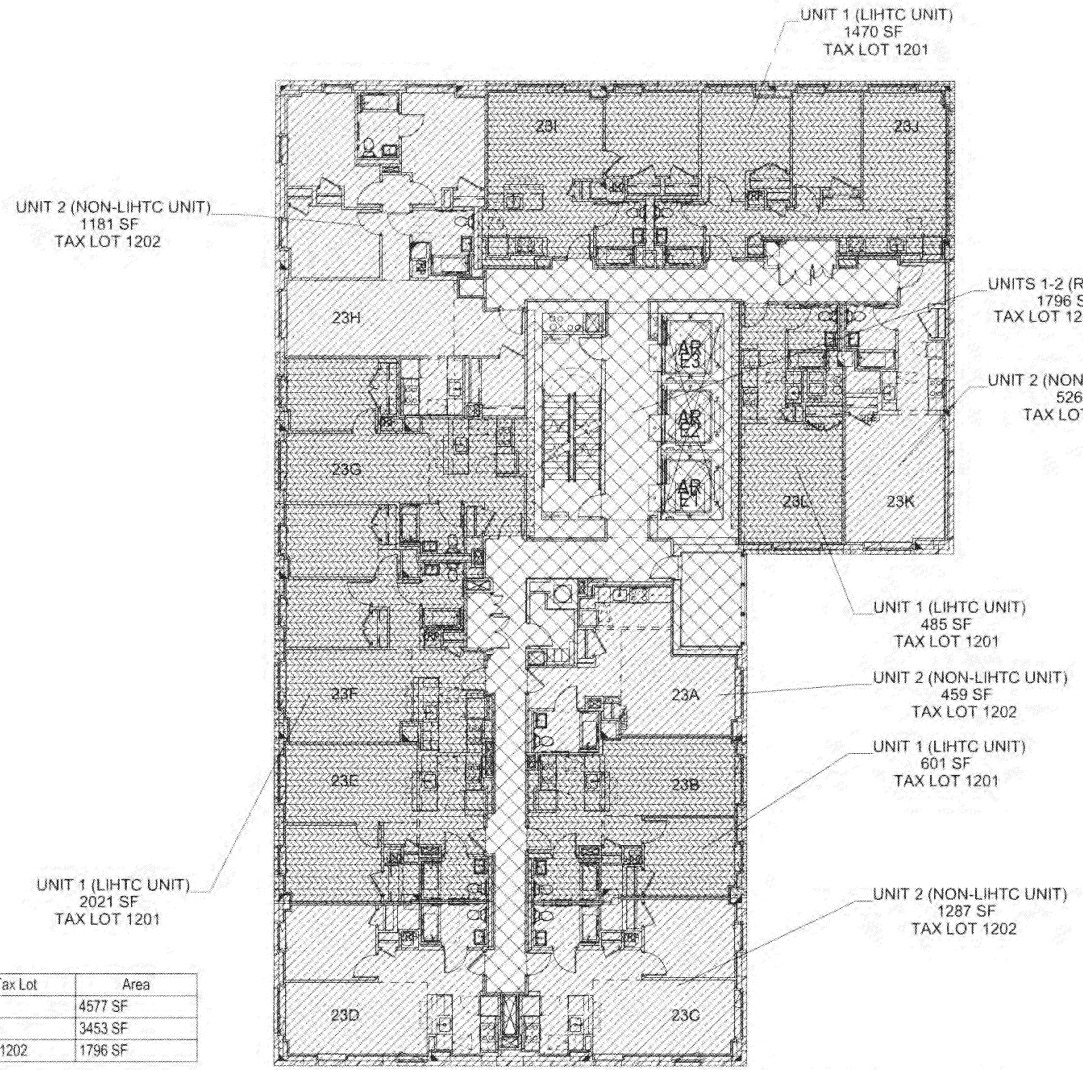

Type	Tax Lot	Area
UNIT 1 (LIHTC UNIT)	1201	4577 SF
UNIT 2 (NON-LIHTC UNIT)	1202	3453 SF
UNITS 1-2 (RESI LCE)	1201 - 1202	1796 SF

23RD FLOOR PLAN

1/16" = 1'-0"

1

Sendero verde

EAST HARLEM | BUILDING A

50 EAST 112TH STREET
NEW YORK, NY 10029

DECLARANT

SV-A MODERATE OWNERS LLC
551 FIFTH AVENUE, #23
NEW YORK, NY 10176

ACACIA SENDERO VERDE HOUSING DEVELOPMENT FUND COMPANY, INC.
300 EAST 175TH STREET
BRONX, NY 10457

ARCHITECT

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NEW YORK, NY 10271

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SEAL & SIGNATURE

LICENSED ARCHITECT No. 029339 STATE OF NEW YORK

SWORN TO BEFORE ME THIS 5 DAY OF Jul, 23

ISSUE DATE 07/05/2023

DRAWING TITLE:

23RD FLOOR PLAN

07/05/23

VENESSA RESTREPO
Notary Public - State of New York
NO. 01RE6006587
Qualified in Kings County
My Commission Expires May 24, 2027

TL-26.00

© Handel Architects LLP 2022

LEGEND

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- UNIT 3 (CF UNIT 1) (TAX LOT 1203)
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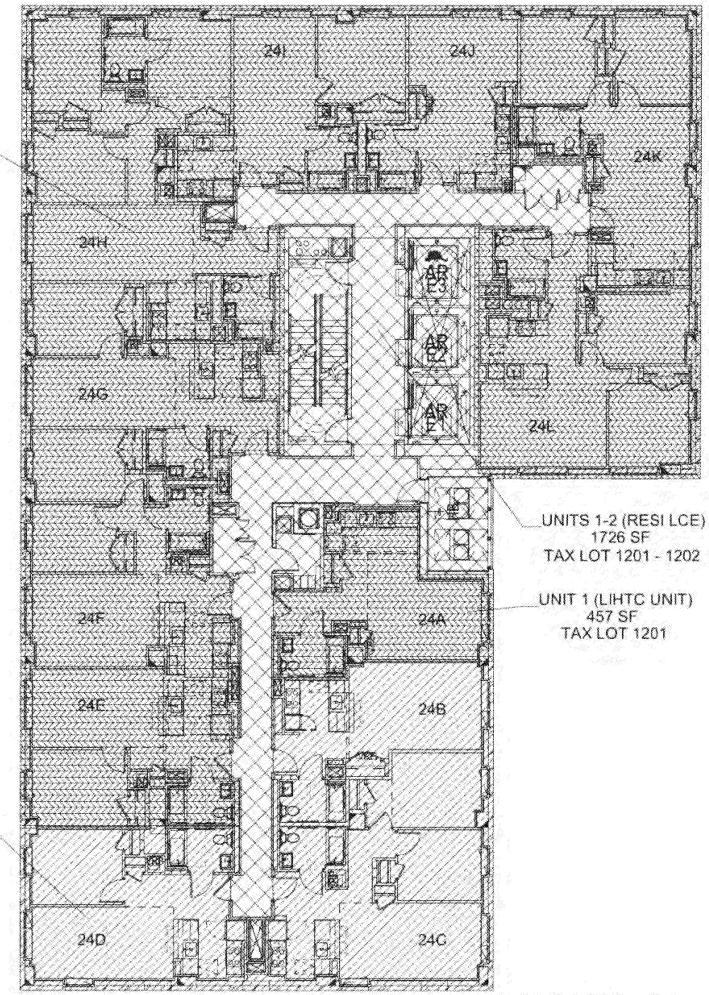


Type	Tax Lot	Area
UNIT 1 (LIHTC UNIT)	1201	6210 SF
UNIT 2 (NON-LIHTC UNIT)	1202	1890 SF
UNITS 1-2 (RESI LCE)	1201 - 1202	1726 SF

24TH FLOOR PLAN (1)

1/16" = 1'-0"

Sendero verde

EAST HARLEM | BUILDING A

50 EAST 112TH STREET
NEW YORK, NY 10029

DECLARANT

SV-A MODERATE OWNERS LLC
551 FIFTH AVENUE, #23
NEW YORK, NY 10176

ACACIA SENDERO VERDE HOUSING DEVELOPMENT FUND COMPANY, INC.
300 EAST 175TH STREET
BRONX, NY 10457

ARCHITECT

HANDEL ARCHITECTS, LLP
120 BROADWAY, 6TH FLOOR
NEW YORK, NY 10271

DIMENSIONS OF UNITS

DIMENSIONS OF CONDOMINIUM UNITS CONSIST OF THE AREA MEASURED (i) HORIZONTALLY FROM THE EXTERIOR SIDE OF THE EXTERIOR WALLS (PERIMETER CONCRETE COLUMNS AND PERIMETER MECHANICAL PIPES ARE NOT DEDUCTED) TO THE MIDPOINT OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS, TO THE EXTERIOR SIDE OF THE PUBLIC CORRIDORS, STAIRS, ELEVATORS, MECHANICAL EQUIPMENT SPACES, AND ANY COMMON ELEMENTS, AND (ii) VERTICALLY FROM THE TOP OF THE CONCRETE SLAB BELOW (LOCATED UNDER THE FINISHED FLOOR AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE CONCRETE SLAB ABOVE.

TAX LOT CERTIFICATION

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

10/16/23
DATE

TAX MAP SPECIALIST

ARCHITECTURAL CERTIFICATION

STATE OF NEW YORK, COUNTY OF NEW YORK
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 THAT THIS AND ALL ATTACHED DRAWINGS DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS, AND APPROXIMATE DIMENSIONS OF THE UNITS AS FILED.

SEAL & SIGNATURE

SWORN TO BEFORE ME THIS 5 DAY OF July 20 23

VENESSA RESTREPO
Notary Public - State of New York
NO. 01RE0008587
Qualified in Kings County
My Commission Expires May 24, 2027

ISSUE DATE 07/05/2023

DRAWING TITLE:

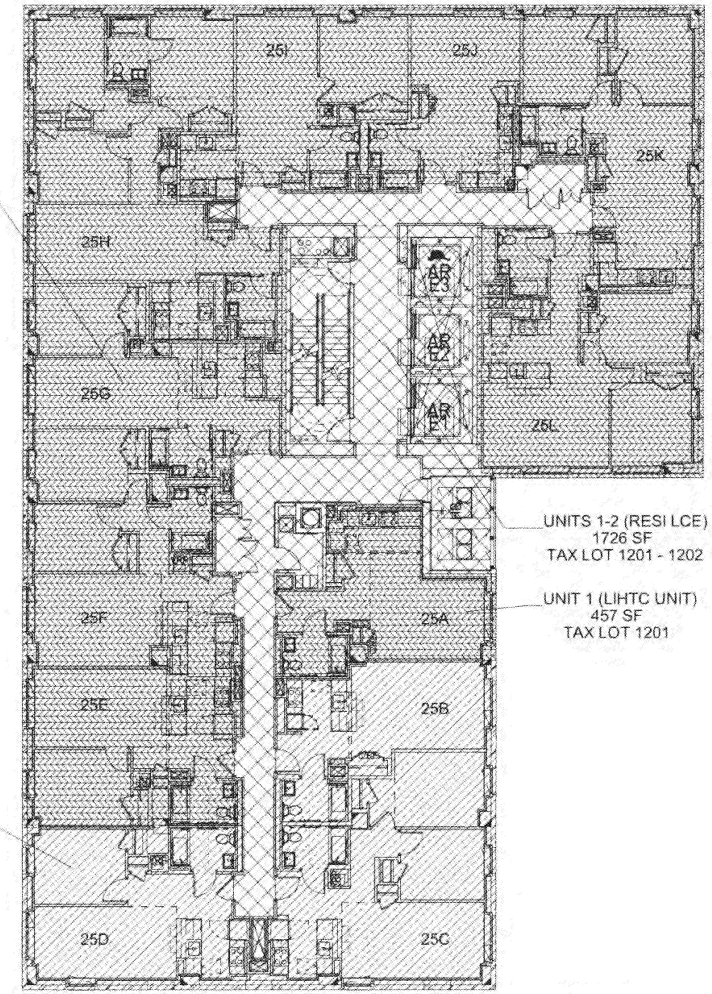
24TH FLOOR PLAN 07/05/23

TL-27.00

© Handel Architects LLP 2022

LEGEND

- UNIT 1 (LIHTC UNIT) (TAX LOT 1201)
- UNIT 2 (NON-LIHTC UNIT) (TAX LOT 1202)
- UNIT 3 (CF UNIT 1) (TAX LOT 1203)
- UNIT 4 (CF UNIT 2) (TAX LOT 1204)
- UNIT 5 (CF UNIT 3) (TAX LOT 1205)
- UNIT 6 (RETAIL) (TAX LOT 1206)
- UNITS 1-2 (RESI LCE) (TAX LOT 1201 - 1202)
- UNITS 3-5 (CF345 LCE) (TAX LOT 1203 - 1205)
- UNITS 3, 5 (CF35 LCE) (TAX LOT 1203, 1205)
- UNITS 1-6 (CE) (TAX LOT 1201 - 1206)



25TH FLOOR PLAN

1/16" = 1'-0"

1

Type	Tax Lot	Area
UNIT 1 (LIHTC UNIT)	1201	6210 SF
UNIT 2 (NON-LIHTC UNIT)	1202	1890 SF
UNITS 1-2 (RESI LCE)	1201 - 1202	1726 SF

Sendero verde

EAST HARLEM | BUILDING A

50 EAST 112TH STREET
NEW YORK, NY 10029

DECLARANT

SV-A MODERATE OWNERS LLC
551 FIFTH AVENUE, #23
NEW YORK, NY 10176

ACACIA SENDERO VERDE HOUSING DEVELOPMENT FUND COMPANY, INC.
300 EAST 175TH STREET
BRONX, NY 10457

ARCHITECT

HANDEL ARCHITECTS, LLP
120 BROADWAY, 6TH FLOOR
NEW YORK, NY 10271

DIMENSIONS OF UNITS

DIMENSIONS OF CONDOMINIUM UNITS CONSIST OF THE AREA MEASURED (i) HORIZONTALLY FROM THE EXTERIOR SIDE OF THE EXTERIOR WALLS (PERIMETER CONCRETE COLUMNS AND PERIMETER MECHANICAL PIPES ARE NOT DEDUCTED) TO THE MIDPOINT OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS, TO THE EXTERIOR SIDE OF THE PUBLIC CORRIDORS, STAIRS, ELEVATORS, MECHANICAL EQUIPMENT SPACES, AND ANY COMMON ELEMENTS, AND (ii) VERTICALLY FROM THE TOP OF THE CONCRETE SLAB BELOW (LOCATED UNDER THE FINISHED FLOOR AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE CONCRETE SLAB ABOVE.

TAX LOT CERTIFICATION

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10/16/23
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TAX MAP SPECIALIST

ARCHITECTURAL CERTIFICATION

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SEAL & SIGNATURE

REGISTERED ARCHITECT ... STATE OF NEW YORK

SWORN TO BEFORE ME THIS 5 DAY OF July 20 23

VENESSA RESTREPO
Notary Public - State of New York
NO. 01RE0008587
Qualified in Kings County
My Commission Expires May 24, 2027

ISSUE DATE 07/05/2023

DRAWING TITLE:

25TH FLOOR PLAN 07/05/23

TL-28.00

© Handel Architects LLP 2022

LEGEND

- UNIT 1 (LIHTC UNIT) (TAX LOT 1201)
- UNIT 2 (NON-LIHTC UNIT) (TAX LOT 1202)
- UNIT 3 (CF UNIT 1) (TAX LOT 1203)
- UNIT 4 (CF UNIT 2) (TAX LOT 1204)
- UNIT 5 (CF UNIT 3) (TAX LOT 1205)
- UNIT 6 (RETAIL) (TAX LOT 1206)
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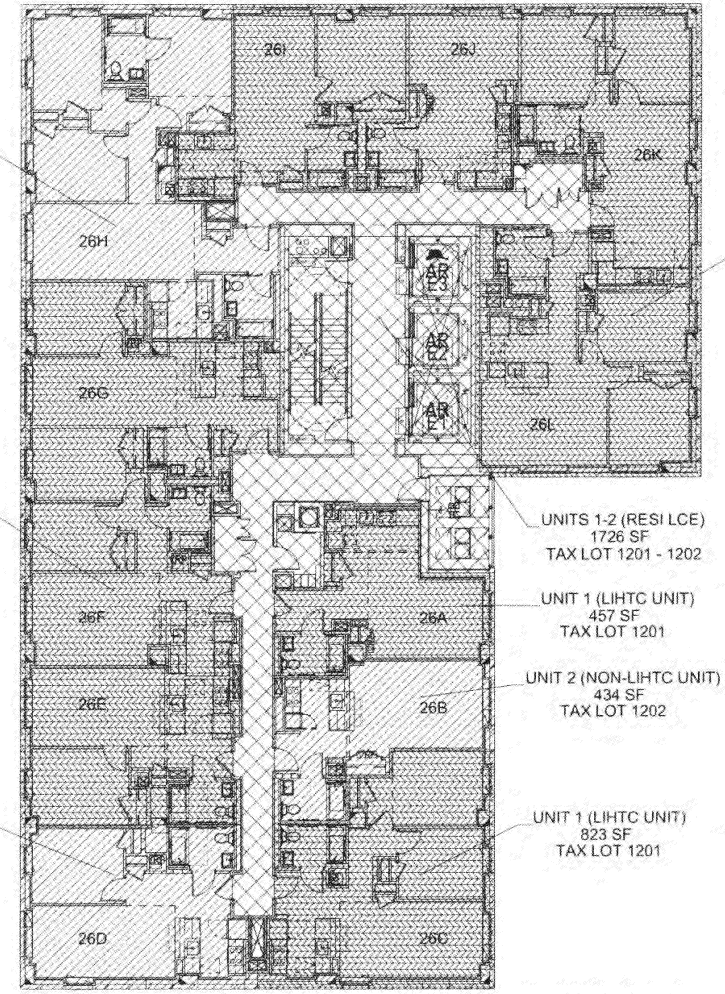

Type	Tax Lot	Area
UNIT 1 (LIHTC UNIT)	1201	5899 SF
UNIT 2 (NON-LIHTC UNIT)	1202	2202 SF
UNITS 1-2 (RESI LCE)	1201 - 1202	1726 SF

26TH FLOOR PLAN

1/16" = 1'-0"

1

Sendero verde

EAST HARLEM | BUILDING A

50 EAST 112TH STREET
NEW YORK, NY 10029

DECLARANT

SV-A MODERATE OWNERS LLC
551 FIFTH AVENUE, #23
NEW YORK, NY 10176

ACACIA SENDERO VERDE
HOUSING DEVELOPMENT FUND
COMPANY, INC.
360 EAST 175TH STREET
BRONX, NY 10457

ARCHITECT

HANDEL ARCHITECTS, LLP
120 BROADWAY, 6TH FLOOR
NEW YORK, NY 10271

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TAX LOT CERTIFICATION

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TAX MAP SPECIALIST

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SEAL & SIGNATURE

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VENESSA RESTREPO
Notary Public - State of New York
NO. 01RE0008587
Qualified in Kings County
Commission Expires May 24, 2027

ISSUE DATE 07/05/2023

DRAWING TITLE:

26TH FLOOR PLAN

07/05/23

TL-29.00

© Handel Architects LLP 2022

LEGEND

- UNIT 1 (LIHTC UNIT) (TAX LOT 1201)
- UNIT 2 (NON-LIHTC UNIT) (TAX LOT 1202)
- UNIT 3 (CF UNIT 1) (TAX LOT 1203)
- UNIT 4 (CF UNIT 2) (TAX LOT 1204)
- UNIT 5 (CF UNIT 3) (TAX LOT 1205)
- UNIT 6 (RETAIL) (TAX LOT 1206)
- UNITS 1-2 (RESI LCE) (TAX LOT 1201 - 1202)
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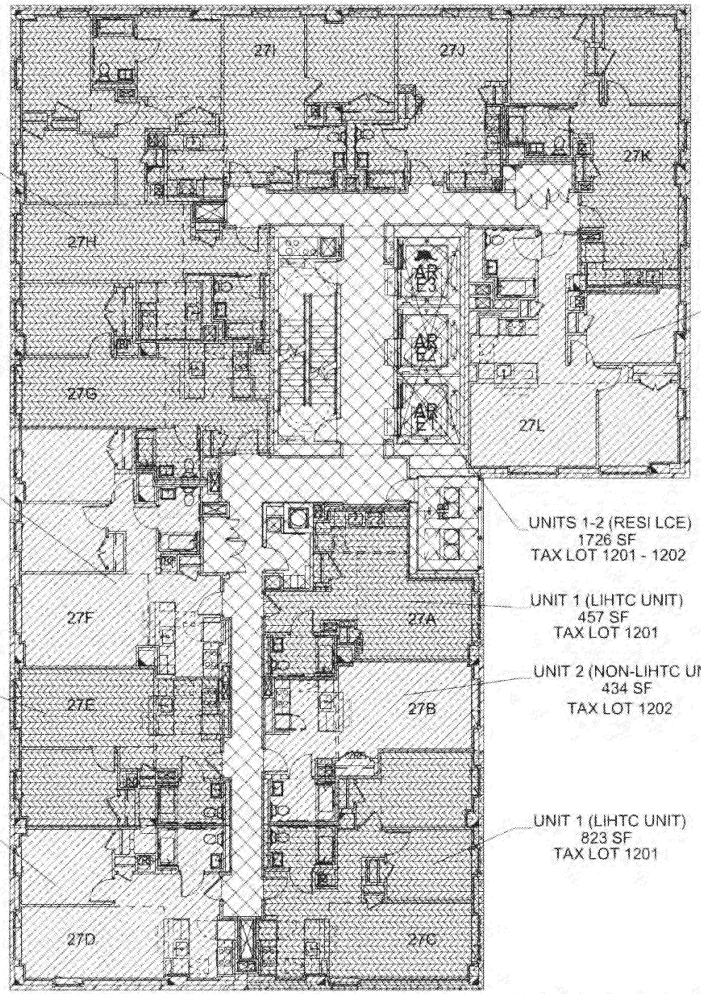

UNIT 1 (LIHTC UNIT)
3502 SF
TAX LOT 1201

UNIT 2 (NON-LIHTC UNIT)
857 SF
TAX LOT 1202

UNIT 2 (NON-LIHTC UNIT)
803 SF
TAX LOT 1202

UNITS 1-2 (RESI LCE)
1726 SF
TAX LOT 1201 - 1202

UNIT 1 (LIHTC UNIT)
457 SF
TAX LOT 1201

UNIT 1 (LIHTC UNIT)
591 SF
TAX LOT 1201

UNIT 2 (NON-LIHTC UNIT)
434 SF
TAX LOT 1202

UNIT 2 (NON-LIHTC UNIT)
634 SF
TAX LOT 1202

UNIT 1 (LIHTC UNIT)
823 SF
TAX LOT 1201

Type	Tax Lot	Area
UNIT 1 (LIHTC UNIT)	1201	5373 SF
UNIT 2 (NON-LIHTC UNIT)	1202	2728 SF
UNITS 1-2 (RESI LCE)	1201 - 1202	1726 SF

27TH FLOOR PLAN (1)
1/16" = 1'-0"

Sendero verde

EAST HARLEM | BUILDING A

50 EAST 112TH STREET
NEW YORK, NY 10029

DECLARANT

SV-A MODERATE OWNERS LLC
551 FIFTH AVENUE, #23
NEW YORK, NY 10176

ACACIA SENDERO VERDE HOUSING DEVELOPMENT FUND COMPANY, INC.
360 EAST 175TH STREET
BRONX, NY 10457

ARCHITECT

HANDEL ARCHITECTS, LLP
120 BROADWAY, 6TH FLOOR
NEW YORK, NY 10271

DIMENSIONS OF UNITS

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TAX LOT CERTIFICATION

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TAX MAP SPECIALIST

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SEAL & SIGNATURE

VENESSA RESTREPO
Notary Public - State of New York
NO. 01RE0008587
Qualified in Kings County
My Commission Expires May 24, 2027

SWORN TO BEFORE ME THIS 5 DAY OF July 20 23

07/05/23

ISSUE DATE 07/05/2023

DRAWING TITLE:

27TH FLOOR PLAN

TL-30.00

© Handel Architects LLP 2022

LEGEND

- UNIT 1 (LIHTC UNIT) (TAX LOT 1201)
- UNIT 2 (NON-LIHTC UNIT) (TAX LOT 1202)
- UNIT 3 (CF UNIT 1) (TAX LOT 1203)
- UNIT 4 (CF UNIT 2) (TAX LOT 1204)
- UNIT 5 (CF UNIT 3) (TAX LOT 1205)
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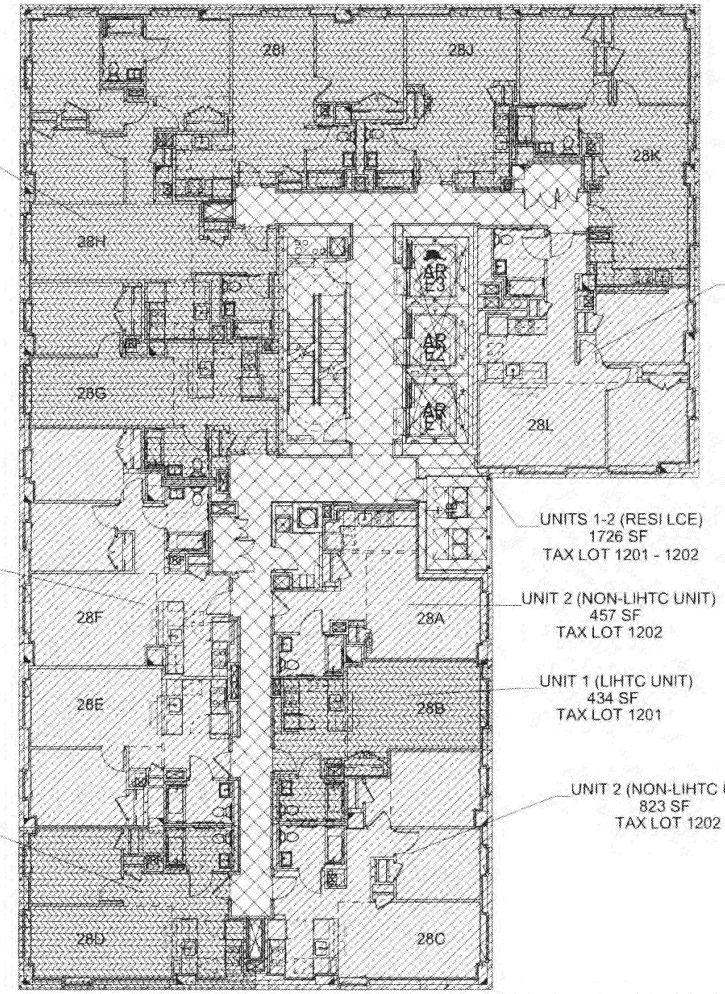

UNIT 1 (LIHTC UNIT)
3502 SF
TAX LOT 1201

UNIT 2 (NON-LIHTC UNIT)
857 SF
TAX LOT 1202

UNITS 1-2 (RESI LCE)
1726 SF
TAX LOT 1201 - 1202

UNIT 2 (NON-LIHTC UNIT)
1394 SF
TAX LOT 1202

UNIT 2 (NON-LIHTC UNIT)
457 SF
TAX LOT 1202

UNIT 1 (LIHTC UNIT)
434 SF
TAX LOT 1201

UNIT 1 (LIHTC UNIT)
634 SF
TAX LOT 1201

UNIT 2 (NON-LIHTC UNIT)
823 SF
TAX LOT 1202

Type	Tax Lot	Area
UNIT 1 (LIHTC UNIT)	1201	4570 SF
UNIT 2 (NON-LIHTC UNIT)	1202	3531 SF
UNITS 1-2 (RESI LCE)	1201 - 1202	1726 SF

28TH FLOOR PLAN

1/16" = 1'-0"

1

Sendero verde

EAST HARLEM | BUILDING A

50 EAST 112TH STREET
NEW YORK, NY 10029

DECLARANT

SV-A MODERATE OWNERS LLC
551 FIFTH AVENUE, #23
NEW YORK, NY 10176

ACACIA SENDERO VERDE HOUSING DEVELOPMENT FUND COMPANY, INC.
300 EAST 175TH STREET
BRONX, NY 10457

ARCHITECT

HANDEL ARCHITECTS, LLP
120 BROADWAY, 6TH FLOOR
NEW YORK, NY 10271

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TAX LOT CERTIFICATION

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Qualified in Kings County
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DRAWING TITLE

28TH FLOOR PLAN 07/05/23

TL 31.00

© Handel Architects LLP 2022

LEGEND

- UNIT 1 (LIHTC UNIT) (TAX LOT 1201)
- UNIT 2 (NON-LIHTC UNIT) (TAX LOT 1202)
- UNIT 3 (CF UNIT 1) (TAX LOT 1203)
- UNIT 4 (CF UNIT 2) (TAX LOT 1204)
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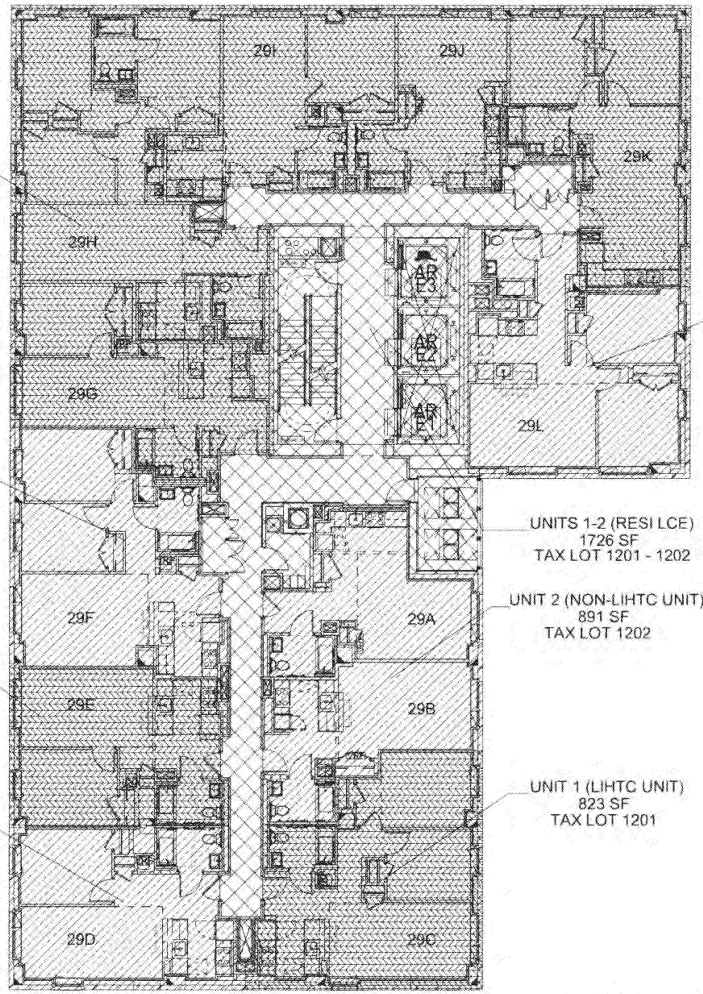

Type	Tax Lot	Area
UNIT 1 (LIHTC UNIT)	1201	4916 SF
UNIT 2 (NON-LIHTC UNIT)	1202	3185 SF
UNITS 1-2 (RESI LCE)	1201 - 1202	1726 SF

29TH FLOOR PLAN

1/16" = 1'-0"

1

Sendero verde

EAST HARLEM | BUILDING A

50 EAST 112TH STREET
NEW YORK, NY 10029

DECLARANT

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551 FIFTH AVENUE, #23
NEW YORK, NY 10176

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DRAWING TITLE

29TH FLOOR PLAN 07/05/23

TL-32.00

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LEGEND

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- UNIT 2 (NON-LIHTC UNIT) (TAX LOT 1202)
- UNIT 3 (CF UNIT 1) (TAX LOT 1203)
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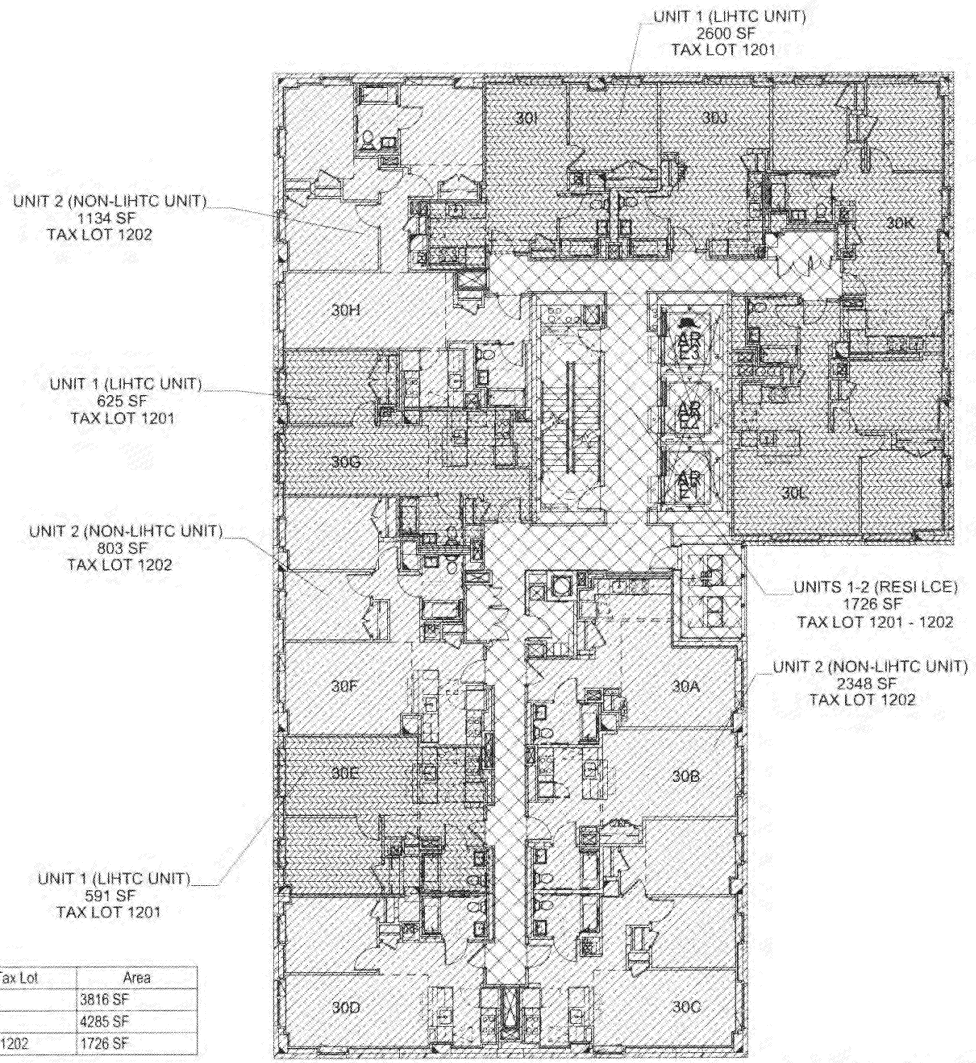

Type	Tax Lot	Area
UNIT 1 (LIHTC UNIT)	1201	3816 SF
UNIT 2 (NON-LIHTC UNIT)	1202	4285 SF
UNITS 1-2 (RESI LCE)	1201 - 1202	1726 SF

30TH FLOOR PLAN (1)

1/16" = 1'-0"

Sendero verde

EAST HARLEM | BUILDING A

50 EAST 112TH STREET
NEW YORK, NY 10029

DECLARANT

SV-A MODERATE OWNERS LLC
551 FIFTH AVENUE, #23
NEW YORK, NY 10176

ACACIA SENDERO VERDE HOUSING DEVELOPMENT FUND COMPANY, INC.
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SEAL & SIGNATURE

REGISTERED ARCHITECT ★ STATE OF NEW YORK ★ MICHAEL DONALD HANDEL ★ 019933 ★

SWORN TO BEFORE ME THIS 5 DAY OF May 2023

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Notary Public - State of New York
NO. 01RE0006587
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My Commission Expires May 24, 2027

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30TH FLOOR PLAN 07/05/23

TL-33.00

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LEGEND

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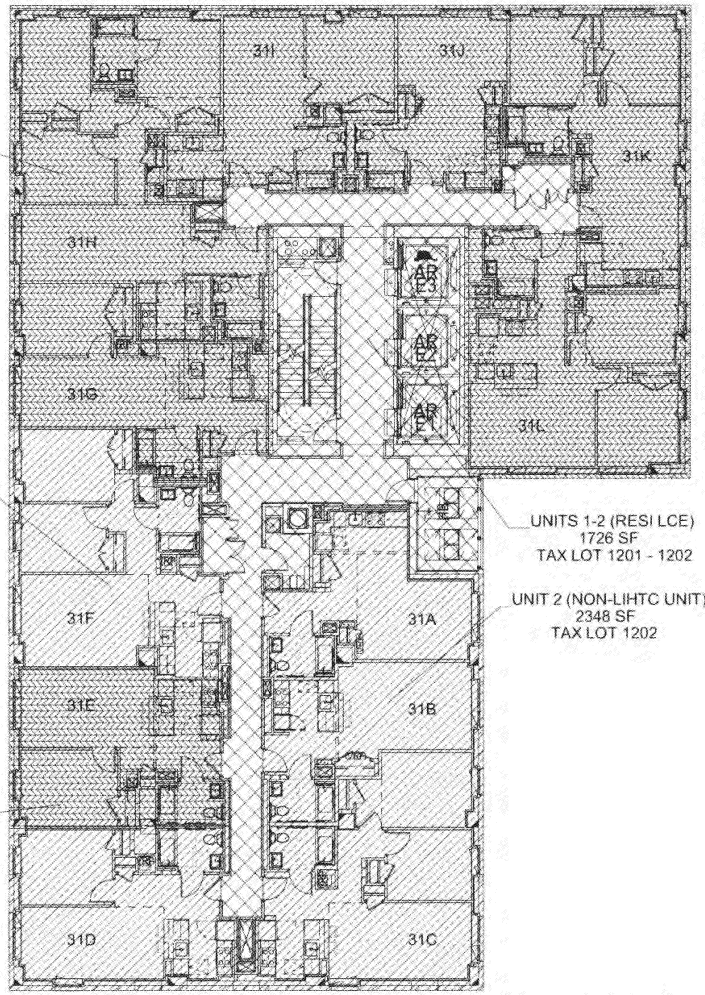

Type	Tax Lot	Area
UNIT 1 (LIHTC UNIT)	1201	4950 SF
UNIT 2 (NON-LIHTC UNIT)	1202	3151 SF
UNITS 1-2 (RESI LCE)	1201 - 1202	1726 SF

31ST FLOOR PLAN (1)

1/16" = 1'-0"

Sendero verde

EAST HARLEM | BUILDING A

50 EAST 112TH STREET
NEW YORK, NY 10029

DECLARANT

SV-A MODERATE OWNERS LLC
551 FIFTH AVENUE, #23
NEW YORK, NY 10176

ACACIA SENDERO VERDE HOUSING DEVELOPMENT FUND COMPANY, INC.
300 EAST 175TH STREET
BRONX, NY 10457

ARCHITECT

HANDEL ARCHITECTS, LLP
120 BROADWAY, 6TH FLOOR
NEW YORK, NY 10271

DIMENSIONS OF UNITS

DIMENSIONS OF CONDOMINIUM UNITS CONSIST OF THE AREA MEASURED (i) HORIZONTALLY FROM THE EXTERIOR SIDE OF THE EXTERIOR WALLS (PERIMETER CONCRETE COLUMNS AND PERIMETER MECHANICAL PIPES ARE NOT DEDUCTED) TO THE MIDPOINT OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS, TO THE EXTERIOR SIDE OF THE PUBLIC CORRIDORS, STAIRS, ELEVATORS, MECHANICAL EQUIPMENT SPACES, AND ANY COMMON ELEMENTS, AND (ii) VERTICALLY FROM THE TOP OF THE CONCRETE SLAB BELOW (LOCATED UNDER THE FINISHED FLOOR AND SUB-FLOOR MATERIALS) TO THE UNDERSIDE OF THE CONCRETE SLAB ABOVE.

TAX LOT CERTIFICATION

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10/16/23
DATE

TAX MAP SPECIALIST

ARCHITECTURAL CERTIFICATION

STATE OF NEW YORK, COUNTY OF NEW YORK
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 THAT SAID PLANS DEPICT THE LAYOUT, LOCATION, UNIT DESIGNATIONS, AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

SEAL & SIGNATURE

VENESSA RESTREPO Notary Public - State of New York NO. 01RE0008587 Qualified in Kings County My Commission Expires May 24, 2027

SWORN TO BEFORE ME THIS 5 DAY OF July 20 23

ISSUE DATE 07/05/2023

DRAWING TITLE:

31ST FLOOR PLAN

07/05/23

TL 34.00

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LEGEND

- UNIT 1 (LIHTC UNIT) (TAX LOT 1201)
- UNIT 2 (NON-LIHTC UNIT) (TAX LOT 1202)
- UNIT 3 (CF UNIT 1) (TAX LOT 1203)
- UNIT 4 (CF UNIT 2) (TAX LOT 1204)
- UNIT 5 (CF UNIT 3) (TAX LOT 1205)
- UNIT 6 (RETAIL) (TAX LOT 1206)
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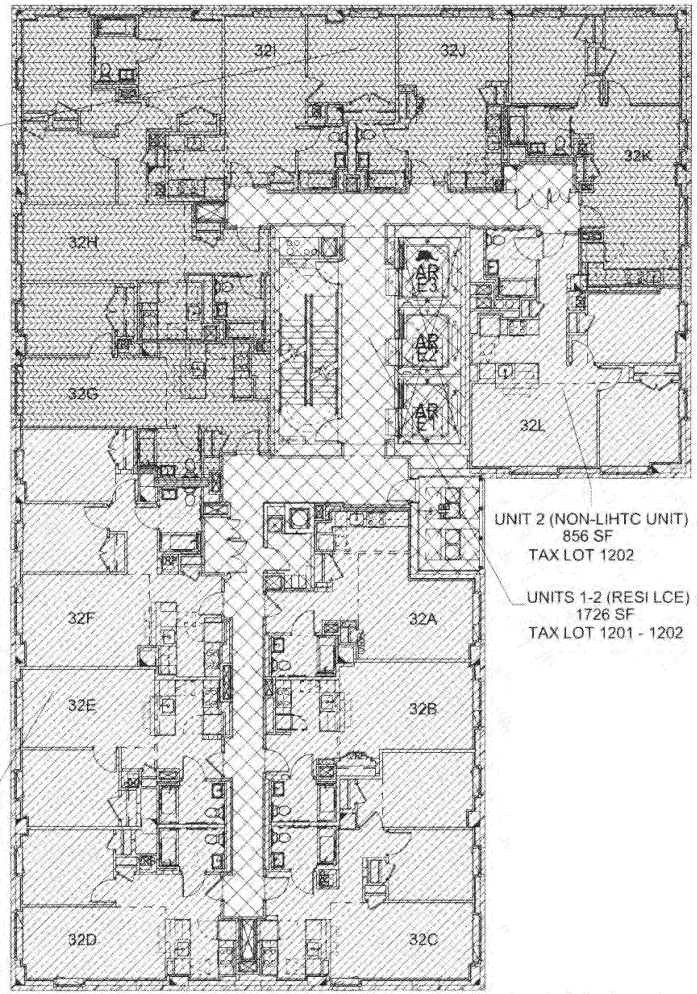
- UNITS 3, 5 (CF35 LCE) (TAX LOT 1203, 1205)
- UNITS 1-6 (CE) (TAX LOT 1201 - 1206)



Type	Tax Lot	Area
UNIT 1 (LIHTC UNIT)	1201	3502 SF
UNIT 2 (NON-LIHTC UNIT)	1202	4598 SF
UNITS 1-2 (RESI LCE)	1201 - 1202	1726 SF

32ND FLOOR PLAN (1)

1/16" = 1'-0"

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EAST HARLEM | BUILDING A

50 EAST 112TH STREET
NEW YORK, NY 10029

DECLARANT

SV-A MODERATE OWNERS LLC
551 FIFTH AVENUE, #23
NEW YORK, NY 10176

ACACIA SENDERO VERDE HOUSING DEVELOPMENT FUND COMPANY, INC.
300 EAST 175TH STREET
BRONX, NY 10457

ARCHITECT

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120 BROADWAY, 6TH FLOOR
NEW YORK, NY 10271

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10/16/23
DATE

TAX MAP SPECIALIST

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SEAL & SIGNATURE

STATE OF NEW YORK
No. 033-
BRUCE

SWORN TO BEFORE ME THIS 5 DAY OF July 20 23

VENESSA RESTREPO
Notary Public - State of New York
NO. 01RE0008587
Qualified in Kings County
My Commission Expires May 24, 2027

ISSUE DATE 07/05/2023

DRAWING TITLE:

32ND FLOOR PLAN 07/05/23

TL-35.00

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LEGEND

- UNIT 1 (LIHTC UNIT) (TAX LOT 1201)
- UNIT 2 (NON-LIHTC UNIT) (TAX LOT 1202)
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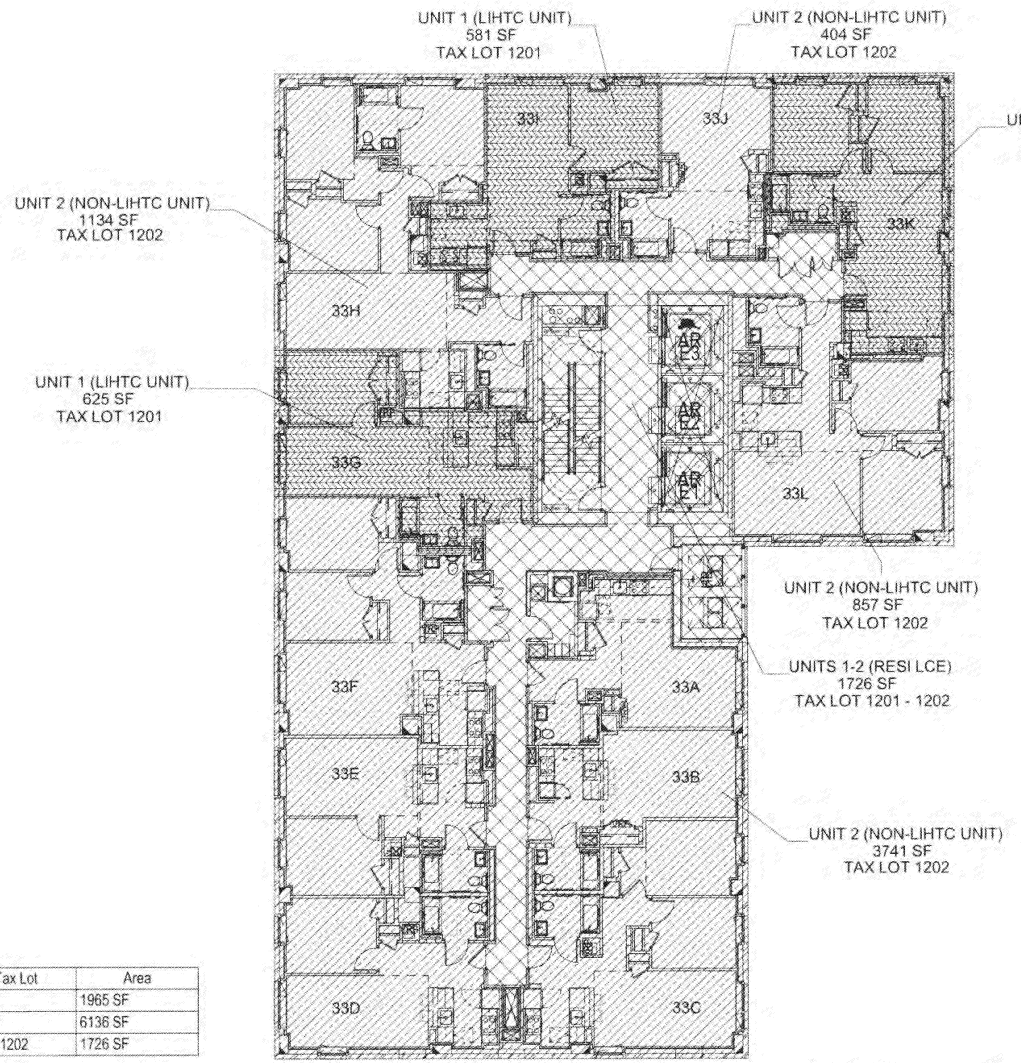
- UNITS 1-6 (CE) (TAX LOT 1201 - 1206)



Type	Tax Lot	Area
UNIT 1 (LIHTC UNIT)	1201	1965 SF
UNIT 2 (NON-LIHTC UNIT)	1202	6136 SF
UNITS 1-2 (RESI LCE)	1201 - 1202	1726 SF

33RD FLOOR PLAN

1/16" = 1'-0"

1

Sendero verde

EAST HARLEM | BUILDING A

50 EAST 112TH STREET
NEW YORK, NY 10029

DECLARANT

SV-A MODERATE OWNERS LLC
551 FIFTH AVENUE, #23
NEW YORK, NY 10176

ACACIA SENDERO VERDE HOUSING DEVELOPMENT FUND COMPANY, INC.
300 EAST 175TH STREET
BRONX, NY 10457

ARCHITECT

HANDEL ARCHITECTS, LLP
120 BROADWAY, 6TH FLOOR
NEW YORK, NY 10271

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DATE

TAX MAP SPECIALIST

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SEAL & SIGNATURE

REGISTERED ARCHITECT — MIDDLEBROOK — 019396 — STATE OF NEW YORK

SWORN TO BEFORE ME THIS 5 DAY OF July 20 23

ISSUE DATE 07/05/2023

DRAWING TITLE:

33RD FLOOR PLAN 07/05/23

VENESSA RESTREPO
Notary Public - State of New York
NO. 01RE0008587
Qualified in Kings County
My Commission Expires May 24, 2027

TL-36.00

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LEGEND

- UNIT 1 (LIHTC UNIT) (TAX LOT 1201)
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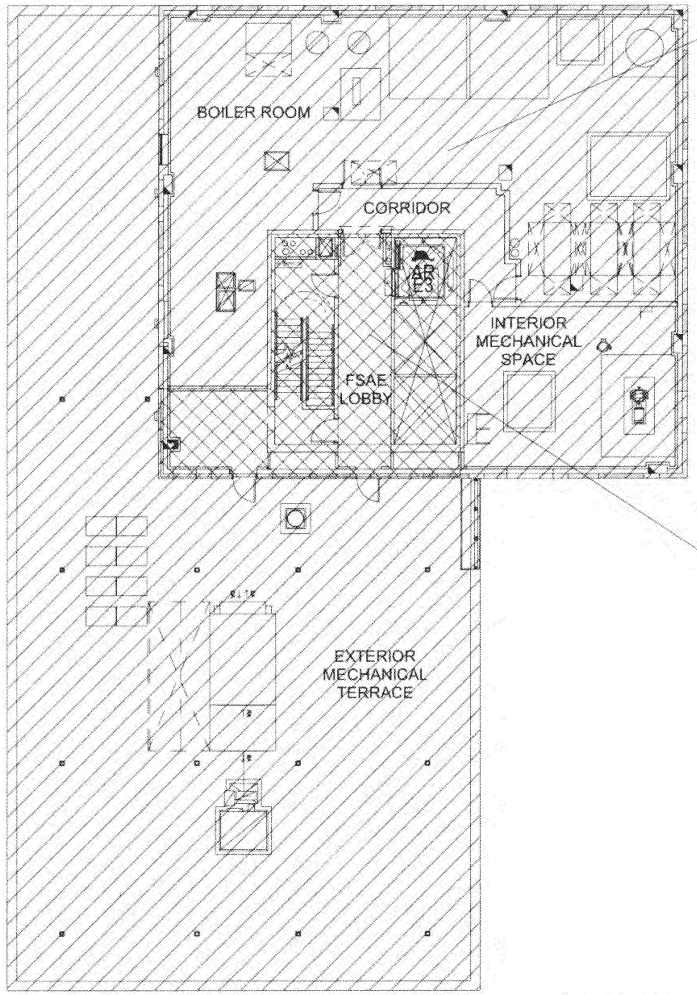
- UNITS 3, 5 (CF35 LCE) (TAX LOT 1203, 1205)
- UNITS 1-6 (CE) (TAX LOT 1201 - 1206)

Type	Tax Lot	Area
UNITS 1-2 (RESI LCE)	1201 - 1202	971 SF
UNITS 1-6 (CE)	1201 - 1206	8864 SF



34TH FLOOR PLAN

1/16" = 1'-0"

1

Sendero verde

EAST HARLEM | BUILDING A

50 EAST 112TH STREET
NEW YORK, NY 10029

DECLARANT

SV-A MODERATE OWNERS LLC
551 FIFTH AVENUE, #23
NEW YORK, NY 10176

ACACIA SENDERO VERDE HOUSING DEVELOPMENT FUND COMPANY, INC.
306 EAST 175TH STREET
BRONX, NY 10457

ARCHITECT

HANDEL ARCHITECTS, LLP
120 BROADWAY, 6TH FLOOR
NEW YORK, NY 10271

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VENESSA RESTREPO
Notary Public - State of New York
NO. 01RE0008587
Qualified in Kings County
My Commission Expires May 24, 2027

7/05/23

ISSUE DATE 07/05/2023

DRAWING TITLE:

34TH FLOOR PLAN

TL-37.00

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LEGEND

- UNIT 1 (LIHTC UNIT) (TAX LOT 1201)
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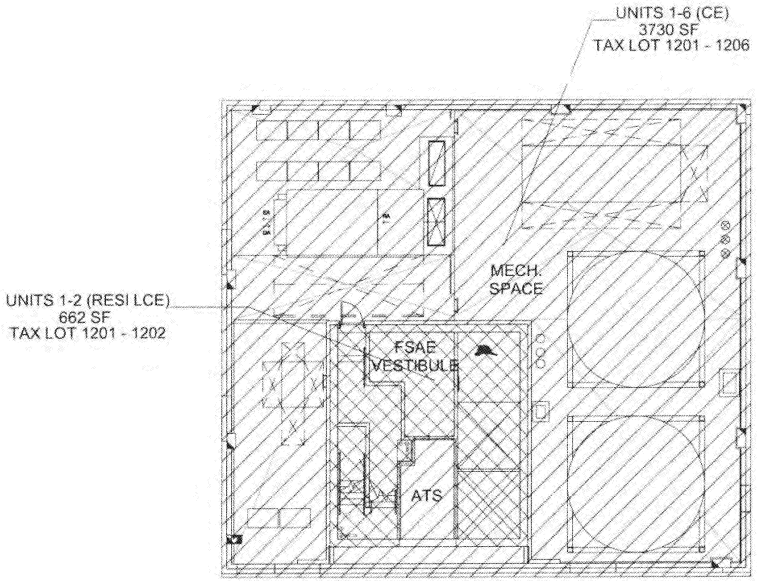

35TH FLOOR PLAN (1)

1/16" = 1'-0"

Type	Tax Lot	Area
UNITS 1-2 (RESI LCE)	1201 - 1202	662 SF
UNITS 1-6 (CE)	1201 - 1206	3730 SF

Sendero verde

EAST HARLEM | BUILDING A

50 EAST 112TH STREET
NEW YORK, NY 10029

DECLARANT

SV-A MODERATE OWNERS LLC
551 FIFTH AVENUE, #23
NEW YORK, NY 10176

ACACIA SENDERO VERDE HOUSING DEVELOPMENT FUND COMPANY, INC.
300 EAST 175TH STREET
BRONX, NY 10457

ARCHITECT

HANDEL ARCHITECTS, LLP
120 BROADWAY, 6TH FLOOR
NEW YORK, NY 10271

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SEAL & SIGNATURE

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ISSUE DATE 07/05/2023

DRAWING TITLE:

35TH FLOOR PLAN

07/05/23

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NO. 01RE6008587
Qualified in Kings County
My Commission Expires May 24, 2027

TL-38.00

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LEGEND

- UNIT 1 (LIHTC UNIT) (TAX LOT 1201)
- UNIT 2 (NON-LIHTC UNIT) (TAX LOT 1202)
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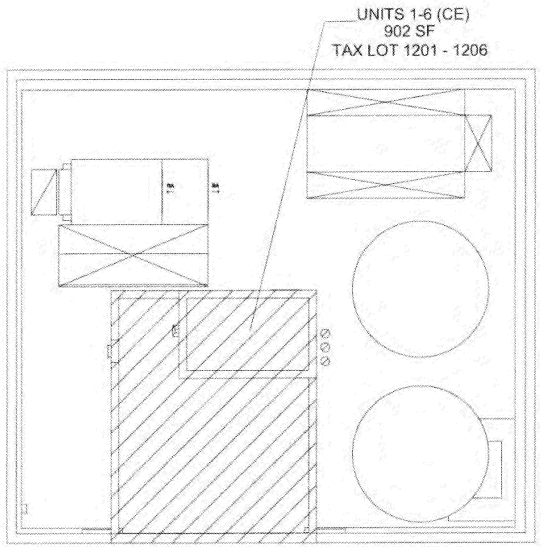
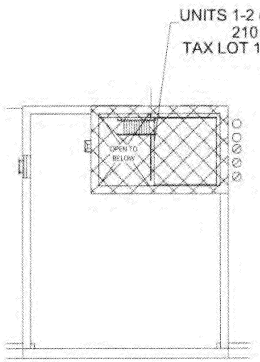
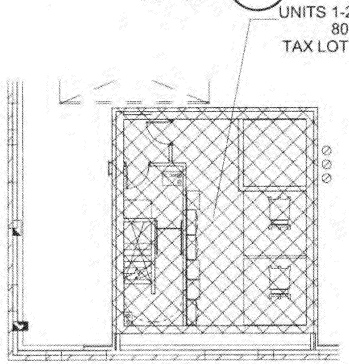


BULKHEAD ROOF PLAN 1
1/16" = 1'-0"





Type (Bulkhead Roof)	Tax Lot	Area
UNITS 1-6 (CE)	1201 - 1206	902 SF

Type (EMR)	Tax Lot	Area
UNITS 1-2 (RESI LCE)	1201 - 1202	1017 SF

EMR ELEVATED PLATFORM PLAN 3
1/16" = 1'-0"

EMR PLAN 2
1/16" = 1'-0"

Sendero verde

EAST HARLEM | BUILDING A

50 EAST 112TH STREET
NEW YORK, NY 10029

DECLARANT

SV-A MODERATE OWNERS LLC
551 FIFTH AVENUE, #23
NEW YORK, NY 10176

ACACIA SENDERO VERDE HOUSING DEVELOPMENT FUND COMPANY, INC.
300 EAST 175TH STREET
BRONX, NY 10457

ARCHITECT

HANDEL ARCHITECTS, LLP
120 BROADWAY, 8TH FLOOR
NEW YORK, NY 10271

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DATE

TAX MAP SPECIALIST

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SEAL & SIGNATURE

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VENESSA RESTREPO
Notary Public - State of New York
NO. 01RE0008587
Qualified in Kings County
My Commission Expires May 24, 2027

ISSUE DATE 08/05/2023

DRAWING TITLE:

BULKHEAD ROOF & EMR PLAN 07/05/23

TL 39.00

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APPENDIX B

Site Inspection Monitoring Forms and Photographic Log

ROUX ENVIRONMENTAL ENGINEERING AND GEOLOGY D.P.C.

SITE-WIDE MONITORING, INSPECTION, AND MAINTENANCE FORM

Client: **Sendero Verde Redevelopment Project - Parcel A**
Location: **50 East 112th Street, New York, New York**
BCP Site # **C231135**
Inspector: Brooke Hildebrand
Date: March 29, 2024

Site Observations:

Yes	No	
[ ]	[X]	Have any site improvements been made since the last inspection? First 16-month post COC inspection
[ ]	[X]	Has there been any maintenance activity impacting the institutional and/or engineering controls?

-Include sketches or photos of observations
See PRR Figures 1-4 and Appendix B Photographic Log

Inspection of Building Covers and Asphalt/Concrete Caps:

Yes	No	
[X]	[ ]	Were all buildings inspected?
[ ]	[X]	Were significant cracks observed?
[ ]	[X]	Was any other damage observed? If yes, refer to Page 3 for additional clarification.
[ ]	[X]	Were any new slab penetrations observed? If yes, include description on Page 3.

-Include sketches or photos of observations
See PRR Figures 1-4 and Appendix B Photographic Log

Inspection of Groundwater Usage:

Yes	No	
[ ]	[X]	Is groundwater underlying the property being used for any purposes including, but not limited to, drinking water or industrial purposes?

Include additional information and details on Page 3 of this inspection form if the response to any of the above questions warrants additional explanation.

ROUX ENVIRONMENTAL ENGINEERING AND GEOLOGY D.P.C.

SITE-WIDE MONITORING, INSPECTION, AND MAINTENANCE FORM

Client: **Sendero Verde Redevelopment Project - Parcel A**
Location: **50 East 112th Street, New York, New York**
BCP Site # C231135
Inspector: Brooke Hildebrand
Date: March 29, 2024

Inspection of Remaining Contaminated Material:

Yes	No		
[ ]	[X]	Have there been any activities that caused a disturbance of remaining contaminated material since the last inspection?	
[ ]	N/A[ ]	If yes, were the activities conducted in accordance with the Site Management Plan (SMP)? -Include sketches or photos of observations	

Inspection of Gardens and Farming:

Yes	No	
[ ]	[X]	Is there any evidence of vegetable gardens and/or farming at the property (aside from raised planters)? -Include sketched or photos of observations.

Site Records:

Yes	No	
[X]	[ ]	Are site records up to date (e.g., Site Inspection Checklists)?

Inspection of Property Usage:

Yes	No	
[ ]	[X]	Is the property being used for any purposed other than restricted residential, commercial, and/or industrial use?

Include additional information and details on Page 3 of this inspection form if the response to any of the above questions warrants additional explanation.

ROUX ENVIRONMENTAL ENGINEERING AND GEOLOGY, D.P.C.

SITE-WIDE MONITORING, INSPECTION, AND MAINTENANCE FORM

Client: **Sendero Verde Redevelopment Project - Parcel A**

Location: **50 East 112th Street, New York, New York**

BCP Site # **C231135**

Inspector: Brooke Hildebrand

Date: March 29, 2024

Site Observations

N/A

Additional Comments or Clarification Where Corrective Actions May Be Required:

N/A

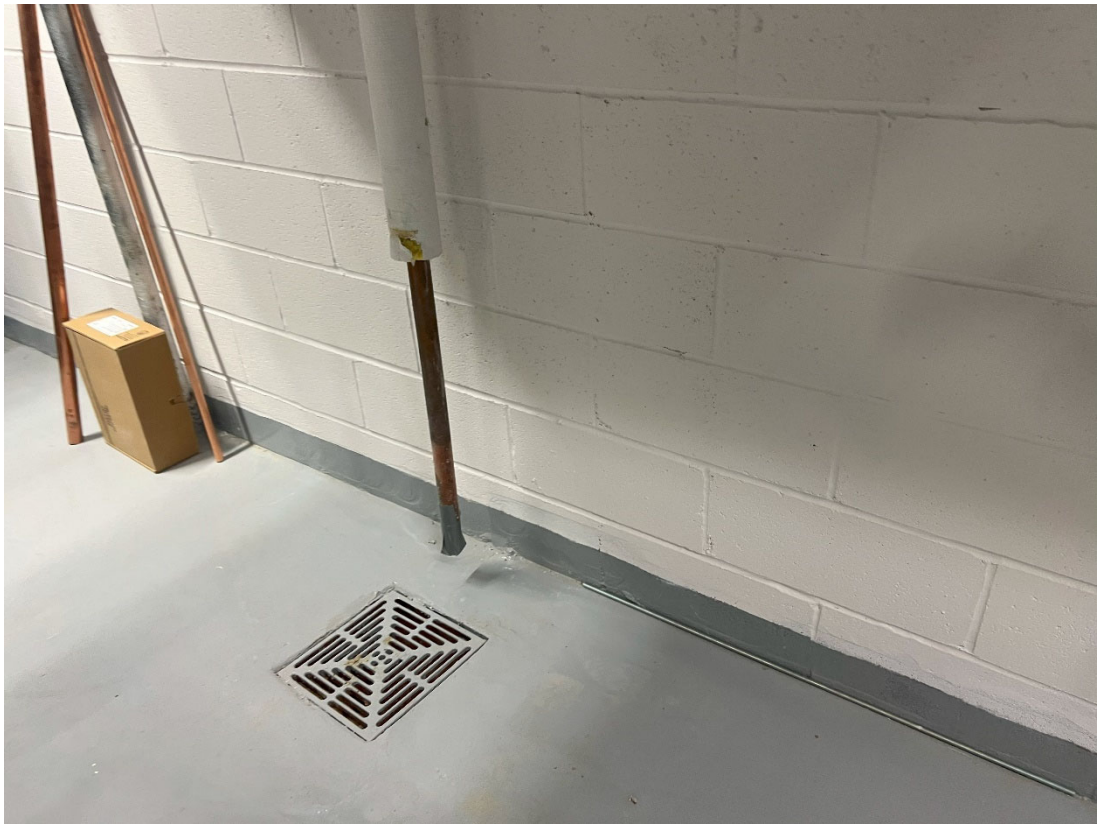
Photograph 1: **Looking east, view of the exterior of the Site building.**

Photograph 2: **Looking west, view of the Site building exterior.**

Photograph 3: View of flooring within a room in the Site building basement.

Photograph 4: View of an electrical utility room in the Site building basement.

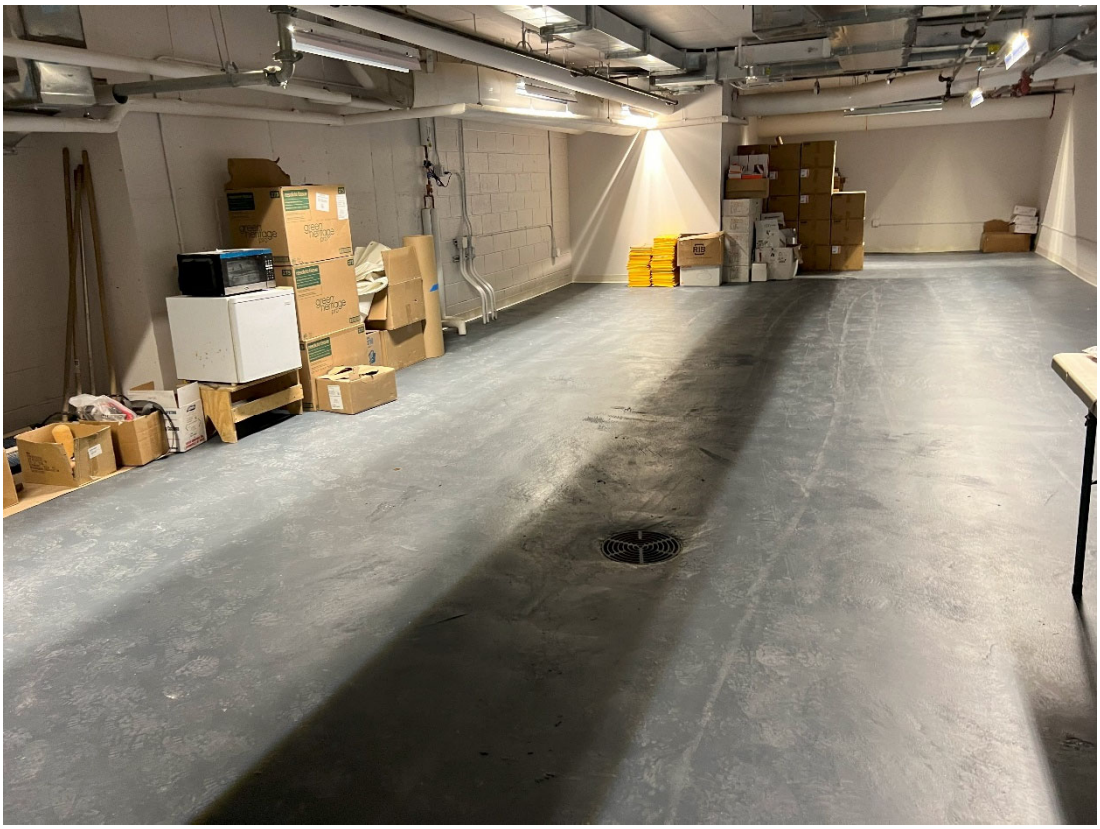
Photograph 5: **View of ceiling mounted piping in the Site building basement.**



Photograph 6: **View of a floor drain located in the Site building basement.**

Photograph 7: **View of the Site building's bike storage room.**

Photograph 8: **View of an additional room located in the Site building basement.**



Photograph 9: View of Site building basement foundation including a floor drain.

Photograph 10: View of a storage room located in the basement of the Site building.

APPENDIX C

IC/EC Certification Form

Enclosure 2
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Site Management Periodic Review Report Notice
Institutional and Engineering Controls Certification Form

Site Details **Box 1**

Site No. **C231135**

Site Name Sendero Verde Redevelopment Project - Parcel A

Site Address: 50 EAST 112TH STREET Zip Code: 10029
City/Town: New York
County: New York
Site Acreage: 0.323

Reporting Period: December 29, 2022 to April 29, 2024

	YES	NO
1. Is the information above correct?	☒	☐
If NO, include handwritten above or on a separate sheet.		
2. Has some or all of the site property been sold, subdivided, merged, or undergone a tax map amendment during this Reporting Period?	☒	☐
Tax map modified following condominium formation.		
3. Has there been any change of use at the site during this Reporting Period (see 6NYCRR 375-1.11(d))?	☐	☒
4. Have any federal, state, and/or local permits (e.g., building, discharge) been issued for or at the property during this Reporting Period?	☒	☐
If you answered YES to questions 2 thru 4, include documentation or evidence that documentation has been previously submitted with this certification form.		
Temporary Certificate of Occupancy issued April 19, 2024		
5. Is the site currently undergoing development?	☐	☒

Box 2

	YES	NO
6. Is the current site use consistent with the use(s) listed below?	☒	☐
7. Are all ICs in place and functioning as designed?	☒	☐

IF THE ANSWER TO EITHER QUESTION 6 OR 7 IS NO, sign and date below and DO NOT COMPLETE THE REST OF THIS FORM. Otherwise continue.

A Corrective Measures Work Plan must be submitted along with this form to address these issues.

Signature of Owner, Remedial Party or Designated Representative Date

Box 2A

	YES	NO
8. Has any new information revealed that assumptions made in the Qualitative Exposure Assessment regarding offsite contamination are no longer valid?	☐	☒

If you answered YES to question 8, include documentation or evidence that documentation has been previously submitted with this certification form.

9. Are the assumptions in the Qualitative Exposure Assessment still valid? (The Qualitative Exposure Assessment must be certified every five years)	☒	☐

If you answered NO to question 9, the Periodic Review Report must include an updated Qualitative Exposure Assessment based on the new assumptions.

SITE NO. C231135 **Box 3**

Description of Institutional Controls

Parcel	Owner	Institutional Control
1617-7503	Acacia Sendero Verde HDFC, Inc.	Land Use Restriction Ground Water Use Restriction Monitoring Plan Site Management Plan IC/EC Plan

Institutional Control
Imposition of an institutional control in the form of an Environmental Easement for the portions of the Site that do not achieve a Track 1 unrestricted use cleanup which will:

- require the remedial party or site owner to complete and submit to the NYSDEC a periodic certification of institutional and engineering controls in accordance with Part 375-1.8 (h)(3);
- allow the use and development of the controlled property for restricted residential, commercial or industrial uses as defined by Part 375-1.8(g), although land use is subject to local zoning laws;
- restrict the use of groundwater as a source of potable or process water, without necessary water quality treatment as determined by the NYSDOH or the NYCDOHMH; and
- requires compliance with the Department approved Site Management Plan.

8. Site Management Plan
A Site Management Plan (SMP) is required for all portions of the Site that do not achieve a Track 1 unrestricted use cleanup which includes the following:
a. an Institutional and Engineering Control Plan that identifies all use restrictions and engineering controls for the site and details the steps and media?specific requirements necessary to ensure the following institutional and/or engineering controls remain in place and effective:
o Institutional Controls: The Environmental Easement discussed above; and
o Engineering Controls: The site cover system for the Track 4 area of the site described above.
This plan includes, but may not be limited to:

- an Excavation Plan which details the provisions for management of future excavations in areas of remaining contamination;
- descriptions of the provisions of the environmental easement including any land use and/or groundwater use restrictions;
- a provision for evaluation of the potential for soil vapor intrusion for any occupied buildings on the site, including provisions for implementing actions recommended to address exposures related to soil vapor intrusion;
- provisions for the management and inspection of the identified engineering controls;
- maintaining site access controls and Department notification; and
- the steps necessary for the periodic reviews and certification of the institutional and/or engineering controls.

b. a Monitoring Plan to assess the performance and effectiveness of the remedy. The plan includes, but may not be limited to:

- monitoring for vapor intrusion for any buildings on the site, as may be required by the Institutional and Engineering Control Plan discussed above.

Box 4

Description of Engineering Controls

Parcel	Engineering Control
1617-7503	Cover System

Cover System

A site cover will be required in the Track 4 area of the site to allow for restricted residential use of the site in areas where the upper two feet of exposed surface soil will exceed the applicable soil cleanup objectives (SCOs). Where a soil cover is to be used it will be a minimum of two feet of soil placed over a demarcation layer, with the upper six inches of soil of sufficient quality to maintain a vegetative layer. Soil cover material, including any fill material brought to the site, will meet the SCOs for cover material for the use of the site as set forth in 6 NYCRR Part 375-6.7(d). Substitution of other materials and components may be allowed where such components already exist or are a component of the tangible property to be placed as part of site redevelopment. Such components may include, but are not necessarily limited to: pavement, concrete, paved surface parking areas, sidewalks, building foundations and building slabs.

Box 5

Periodic Review Report (PRR) Certification Statements

1. I certify by checking "YES" below that:

   a) the Periodic Review report and all attachments were prepared under the direction of, and reviewed by, the party making the Engineering Control certification;

   b) to the best of my knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and the information presented is accurate and compete.

YES	NO
☒	☐

2. For each Engineering control listed in Box 4, I certify by checking "YES" below that all of the following statements are true:

   (a) The Engineering Control(s) employed at this site is unchanged since the date that the Control was put in-place, or was last approved by the Department;

   (b) nothing has occurred that would impair the ability of such Control, to protect public health and the environment;

   (c) access to the site will continue to be provided to the Department, to evaluate the remedy, including access to evaluate the continued maintenance of this Control;

   (d) nothing has occurred that would constitute a violation or failure to comply with the Site Management Plan for this Control; and

   (e) if a financial assurance mechanism is required by the oversight document for the site, the mechanism remains valid and sufficient for its intended purpose established in the document.

YES	NO
☒	☐

IF THE ANSWER TO QUESTION 2 IS NO, sign and date below and DO NOT COMPLETE THE REST OF THIS FORM. Otherwise continue.

A Corrective Measures Work Plan must be submitted along with this form to address these issues.

_____ _____

Signature of Owner, Remedial Party or Designated Representative Date

IC CERTIFICATIONS
SITE NO. C231135

Box 6

SITE OWNER OR DESIGNATED REPRESENTATIVE SIGNATURE

I certify that all information and statements in Boxes 1,2, and 3 are true. I understand that a false statement made herein is punishable as a Class "A" misdemeanor, pursuant to Section 210.45 of the Penal Law.

I Nathan D. Taft (print name) at 551 Fifth Avenue, New York, NY 10176 (print business address),

am certifying as Authorized Signatory (Owner or Remedial Party)

for the Site named in the Site Details Section of this form.

Nathan D. Taft

Signature of Owner, Remedial Party, or Designated Representative Rendering Certification

05/29/2024
Date

EC CERTIFICATIONS

Box 7

Qualified Environmental Professional Signature

I certify that all information in Boxes 4 and 5 are true. I understand that a false statement made herein is punishable as a Class "A" misdemeanor, pursuant to Section 210.45 of the Penal Law.

I Noelle Clarke at 209 Shafter St., Isandia NY
print name print business address

am certifying as a Qualified Environmental Professional for the Remedial Party
(Owner or Remedial Party)

Signature of Qualified Environmental Professional, for the Owner or Remedial Party, Rendering Certification

Stamp (Required for PE)

5/29/2024
Date