



Enclosure 2
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Site Management Periodic Review Report Notice
Institutional and Engineering Controls Certification Form



Site No. **C241141** **Site Details** **Box 1**

Site Name 34-11 Beach Channel Drive

Site Address: 34-11 Beach & Far Rockaway Blvd Zip Code: 11691
City/Town: Far Rockaway
County: Queens
Site Acreage: 0.835

Reporting Period: ~~April 20, 2021 to April 20, 2022~~
April 20, 2021 to May 25, 2022

- | | YES | NO |
|---|-------------------------------------|-------------------------------------|
| 1. Is the information above correct? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 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? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Has there been any change of use at the site during this Reporting Period (see 6NYCRR 375-1.11(d))? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Have any federal, state, and/or local permits (e.g., building, discharge) been issued for or at the property during this Reporting Period? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If you answered YES to questions 2 thru 4, include documentation or evidence that documentation has been previously submitted with this certification form.

- | | | |
|--|--------------------------|-------------------------------------|
| 5. Is the site currently undergoing development? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|-------------------------------------|

Box 2

- | | YES | NO |
|---|-------------------------------------|--------------------------|
| 6. Is the current site use consistent with the use(s) listed below?
Restricted-Residential, Commercial, and Industrial | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Are all ICs in place and functioning as designed? * | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

* A Groundwater Investigation Work Plan is under review

**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. C241141**Box 3****Description of Institutional Controls**ParcelOwnerInstitutional Control**60-15950-14**

Rockaway Seagirt Limited Partnership

Ground Water Use Restriction
Soil Management Plan
Landuse Restriction
Monitoring Plan
Site Management Plan
O&M Plan
IC/EC Plan

* Allows use and development of property for restricted residential, commercial and industrial uses, subject to local zoning laws;

* Restricts use of groundwater as a source of potable or process water, without treatment as determined by NYSDOH or County DOH; and

* Requires compliance with the approved Site Management Plan.

60-15950-24

Rockaway Seagirt Limited Partnership

Ground Water Use Restriction
Landuse Restriction
Monitoring Plan
Site Management Plan
IC/EC Plan

Soil Management Plan
O&M Plan

* Must submit periodic certification of institutional and engineering controls in accordance with Part 375-1.8 (h)(3);

* Allows use and development of property for restricted residential, commercial and industrial uses, subject to local zoning laws;

* Restricts use of groundwater as a source of potable or process water, without treatment as determined by NYSDOH or County DOH; and

* Requires compliance with the approved Site Management Plan.

Box 4**Description of Engineering Controls**

Parcel

60-15950-14

Engineering Control

Vapor Mitigation
Cover System

* A site cover is required to allow for restricted residential use of the site. The cover consists of structures such as buildings, pavement and sidewalks comprising the site development, or a soil cover in areas where the upper two feet of exposed surface soil exceeds the applicable soil cleanup objectives (SCOs). The soil cover is a minimum of two feet of soil meeting the SCOs set forth in 6 NYCRR Part 375-6.7(d) for restricted residential use. The soil cover is placed over a demarcation layer, with the upper six inches of soil of sufficient quality to maintain a vegetation layer. Fill material brought to the site meets the requirements set forth in 6 NYCRR Part 375-6.7(d).

* On-site buildings constructed at site will have a sub-slab depressurization system (SSDS), or a similar engineered system, to prevent migration of vapors into the buildings.

60-15950-24

Vapor Mitigation
Cover System

* A site cover is required to allow for restricted residential use of the site. The cover consists of structures such as buildings, pavement and sidewalks comprising the site development, or a soil cover in areas where the upper two feet of exposed surface soil exceeds the applicable soil cleanup objectives (SCOs). The soil cover is a minimum of two feet of soil meeting the SCOs set forth in 6 NYCRR Part 375-6.7(d) for restricted residential use. The soil cover is placed over a demarcation layer, with the upper six inches of soil of sufficient quality to maintain a vegetation layer. Fill material brought to the site meets the requirements set forth in 6 NYCRR Part 375-6.7(d).

* On-site buildings constructed at site will have a sub-slab depressurization system (SSDS), or a similar engineered system, to prevent migration of vapors into the buildings.

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 complete.

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. C241141

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 Alex Arker at 1044 Northern Blvd Roslyn NY 11576
print name print business address

am certifying as owner (Owner or Remedial Party)

for the Site named in the Site Details Section of this form.


Signature of Owner, Remedial Party, or Designated Representative
Rendering Certification

4-18-23
Date

EC CERTIFICATIONS

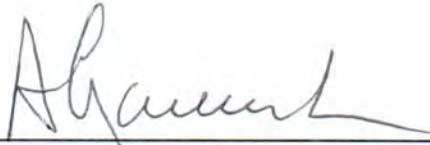
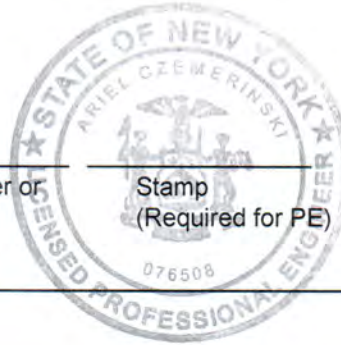
Box 7

Professional Engineer 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 Ariel Czemerinski at AMC Engineering, PLLC
print name print business address

am certifying as a Professional Engineer for the Owner
(Owner or Remedial Party)


Signature of Professional Engineer, for the Owner or Remedial Party, Rendering Certification

Stamp
(Required for PE)

8/19/2022

Date

34-11 BEACH CHANNEL DRIVE SITE
34-11 BEACH CHANNEL DRIVE, FAR ROCKAWAY, NEW YORK 11691

PERIODIC REVIEW REPORT

NYSDEC BCP Number: C241141

Submitted to:



**New York State Department of Environmental Conservation
Division of Environmental Remediation, Region 2
47-40 21st Street
Long Island City, NY 11101-5407**



AMC Engineering PLLC
18-36 42nd Street
Astoria, NY 11105

**REPORTING PERIOD:
APRIL 20, 2021 TO MAY 25, 2022**

TABLE OF CONTENTS
PERIODIC REVIEW REPORT
(April 20, 2021 to May 25, 2022)
34-11 Beach Channel Drive, Far Rockaway, New York 11691

I. EXECUTIVE SUMMARY	2
II. SITE OVERVIEW	3
A. Site Location	3
B. Site Chronology	3
III. REMEDY PERFORMANCE, EFFECTIVENESS & PROTECTIVENESS	4
IV. IC/EC PLAN COMPLIANCE REPORT	6
A1. IC Requirements and Compliance	6
1. IC Controls	6
2. Status of each IC	6
3. Corrective Measures	6
4. IC Conclusions and Recommendations	6
A2. EC Requirements and Compliance	7
1. EC Controls	7
2. Status of each EC	7
3. Corrective Measures	8
4. EC Conclusions and Recommendations	8
B. IC/EC Certification	9
V. MONITORING PLAN COMPLIANCE REPORT	9
A. Components of the Monitoring Plan	9
B. Summary of Monitoring Completed During Reporting Period	9
C. Comparisons with Remedial Objectives	9
D. Monitoring Deficiencies	9
E. Conclusions and Recommendations	9
VI. OPERATIONS & MAINTENANCE PLAN COMPLIANCE REPORT	10
A. Components of the O&M Plan	12
1. Sub-Slab Vapor Barrier	10
2. Sub-Slab Depressurization System	10
3. Monitoring Well Maintenance	10
4. Reporting	10
5. Contingency Plan	11
B. Summary of O&M Completed During Reporting Period	13
1. Vapor Barrier	11
2. Sub-Slab Depressurization System	11
C. Evaluation of Remedial Systems	11
1. Vapor Barrier	11
2. Sub-Slab Depressurization System	11
D. O&M Deficiencies	12
E. Conclusions and Recommendations for Improvements	12
VII. OVERALL PRR CONCLUSIONS AND RECOMMENDATIONS	13
A. Compliance with SMP	13
B. Performance and Effectiveness of Remedy	13
C. Future PRR Submittals	13



TABLES / GRAPHS

Table 1A	Groundwater Analytical Results – 15MW1 (December 2015 to December 2020)
Table 1B	Groundwater Analytical Results – 15MW2 (December 2015 to December 2020)
Table 1C	Groundwater Analytical Results – 15MW3 (December 2015 to December 2020)
Graph 1	15MW1 VOCs (December 2015 to December 2001)
Graph 2	15MW2 VOCs (December 2015 to December 2020)
Graph 3	15MW3 VOCs (December 2015 to December 2020)

FIGURES

Figure 1	Site Location Map
Figure 2	Site Plan
Figure 3	Groundwater Elevation Map (Q2 2020)
Figure 4	Groundwater Elevation Map (Q4 2020)

APPENDICES

Appendix A	Annual Checklist
Appendix B	Permits Issued
Appendix C	Lot Change Documentation



I. EXECUTIVE SUMMARY

AMC Engineering, PLLC (AMC) has prepared the following Periodic Review Report (PRR) for the reporting period of April 20, 2021 to May 25, 2022, for the properties located at 34-11 Beach Channel Drive in Far Rockaway, New York 11691 under the New York State (NYS) Brownfield Cleanup Program (BCP) administered by the New York State Department of Environmental Conservation (NYSDEC).

Primary chemicals of concern at the site along the eastern side of the property were Chlorinated Volatile Organic Compounds (CVOCs) and associated breakdown products in soil, groundwater, and soil vapor. VOC contamination was also encountered at depths 22 to 37 ft below grade surface, and within a clayey layer. Since shallow contamination had not been found, it is assumed that TCE originated in lot 42 (east of the subject site), sank as DNAPL, and then migrated horizontally to the subject site. The Site was remediated in accordance with the Brownfield Cleanup Agreement (BCA) #C241141. Remedial Action at the Site performed under a Remedial Action Work Plan, included the excavation and disposal of soil/fill to a minimum depth of 4 feet below grade, the removal of twenty-two underground storage tanks, the injection of chemical oxidants, minor dewatering during remediation, the construction of a composite cover and installation of a sub-slab depressurization system.

An inspection was performed during the current reporting period to certify the existing engineering controls. The concrete slab installed above the vapor barrier was inspected for evidence of cracking. The sub-slab depressurization (SSD) system was inspected for necessary components. As of the most recent inspection dated 5/25/2022, the concrete slab is intact, and all elements for the SSD system are in place and working properly. All fans, vacuum gauges, and alarms are present and functioning.

The Site Management Plan specifies sampling from three on-Site monitoring wells (15MW1, 15MW2 and 15MW3) on a quarterly basis. Monitoring wells were sampled in September 2016, December 2016, March 2017, June 2017, September 2017, December 2017, March 2018, June 2018, September 2018, and December 2018. No groundwater sample was obtained from 15MW3 in June 2017 due to on-going building construction.

In November 2018, the NYSDEC approved an amendment request to the groundwater sampling schedule, from quarterly samples to biannual samples. Wells were sampled in June 2019, December 2019, June 2020 (2020 Q2) and December 2020 (2020 Q4).

For the current reporting period groundwater wells were not sampled.

Following discussions with the Department (July 29, 2021, and October 6, 2021) it was determined that additional groundwater investigation was required. The Department indicated that a clay layer present below a large portion of the site confines an upper and a lower aquifer whose groundwater flow directions seem to differ from each other. It was therefore inferred that the onsite groundwater monitoring wells do not appropriately transect the upper aquifer thus its analytical data not representing true aquifer conditions. A GW investigation workplan followed, which was responded to by the Department on March 8, 2022 with comments. Response to these comments are pending.

As soon as the additional work is completed, a report will be submitted to the Department with the findings.



II. SITE OVERVIEW

A. Site Location

The Site is located in Queens, Queens County, New York and is identified as Block 15950 and Lots 1001, 1002, and 1003 (formerly Lot 14) on the New York City Tax Map (see **Figure 1** - Location Map).

The Site is 36,657 square feet (0.84-acre) and is bounded by Far Rockaway Boulevard to the north and northwest, Beach Channel Drive to the northwest, Rockaway Freeway and the Manhattan Transit Authority A-Line to the south, and a vacant lot (Lot 29) to the east (**Figure 2**). The Site is now developed with a new 7-story mixed use (residential and commercial building). The building does not have a basement.

B. Site Chronology

The Remedial Action for the Site was performed in accordance with the remedy selected by the NYSDEC in the Decision Document dated June 2, 2015 and in accordance with the BCA, Index No. C231084-10-13, dated November 6, 2013. The selected remedy achieved a Track 4 Cleanup and included the following items:

- Removal of underground storage tanks (USTs) from Lot 14, and the remediation of any grossly contaminated soil and groundwater resulting from leakage of the UST, if present;
- Excavation of the upper two feet of soil/fill that exceeds the Restricted Residential Use Soil Cleanup Objectives (RRUSCO) and appropriate off-site disposal, including all grossly contaminated soil. Collection of confirmation soil samples to verify compliance with the RRUSCOs. All clean fill brought to the site met the requirements of 6 NYCRR Part 375-6.7(d);
- Construction of a site cover to allow for restricted residential use of the site that consists either of structures such as buildings, pavement, sidewalks or clean soil in areas where the upper two feet of exposed surface soil exceeds the applicable SCOs. The soil cover will be placed over a demarcation layer, with the upper six inches of the soil of sufficient quality to maintain a vegetation layer;
- Implementation of an In-Situ Chemical Oxidation (ISCO, aka chemical injections) plan to treat chlorinated volatile organic compounds (VOCs) in soil and groundwater along the eastern property line where chlorinated VOCs were elevated in groundwater;
- A sub-slab depressurization system to prevent the migration of vapors into the buildings from soil and/or groundwater;
- Imposition of an institutional control in the form of an environmental easement that requires periodic certification, allows use of property for restricted residential, restricts use of groundwater as source of potable or process water, and requires compliance with the approved Site Management Plan (SMP).



III. REMEDY PERFORMANCE, EFFECTIVENESS & PROTECTIVENESS

Remedial Action at the Site performed under a Remedial Action Work Plan, included the excavation and disposal of soil/fill to a minimum depth of 4 feet below grade, the removal of twenty-two underground storage tanks, and the injection of chemical oxidants utilizing Geoprobe drilling equipment along the eastern portion of the Site from December 2015 to July 2016. The ten injection points were performed in two designated zones (Zone 1 and Zone 2) up-gradient of the primary source areas and in the residual contamination zone (**Figure 3**).

Sodium permanganate was delivered to the site as a 40% solution in 55-gallon poly drums. Potassium permanganate cylinders (measuring 2" wide by 18" tall) were delivered to the site in boxes, in sets of 6 cylinders per box. Prior to the injections, the oxidant was diluted from a 40% solution to a 12% solution. The dilution consisted of approximately 80 gallons of oxidant, mixed with approximately 160 gallons of water.

Injections in Zone 1 were started on December 18, 2015 and performed from 20 to 35 feet below grade at 5 locations, spaced 10 feet apart. Approximately 375 gallons of 12% solution was injected at each location. The permanganate cylinders were installed on days following the liquid injections.

Injections in Zone 2 were started on January 2, 2016 and were performed from 20 to 35 feet below grade at 5 locations, spaced 10 feet apart. Approximately 232 gallons of 12% solution was injected at each location. The permanganate cylinders were installed on days following the liquid injections.

Injections were completed in July 2016. No chemical oxidant injections were performed during this reporting period.

Groundwater Monitoring

Groundwater monitoring to assess the effectiveness of the remedy was completed in August 2016 and has been conducted on a quarterly basis until 2018, when the Department approved of a biannual sampling requirement (in November 2018). To assist in the evaluation of VOCs in groundwater, total VOCs concentrations, chlorinated VOCs concentrations, and petroleum VOCs concentrations are provided in **Tables 1A, 1B, and 1C** for the previous reporting periods.. The petroleum VOCs only include compounds associated with gasoline contamination.

Monitoring wells 15MW1, 15MW2 and 15MW3 are located within the eastern portion of the site immediately down gradient of the VOCs source area and injection point areas.

Post Injection Sampling (August 2016)

All three monitoring wells exhibited elevated levels of the VOCs above the Groundwater Quality Standards (GQS): cis-1,2-Dichloroethene (300 µg/L, 25 µg/L, and 72 µg/L), trans,1,2-dichloroethene (22 µg/L, 5.5 µg/L, and 1 µg/L), and vinyl chloride (420 µg/L, 240 µg/L, and 49 µg/L), respectively for 15MW1, 15MW2, and 15MW3. Additionally, slightly elevated levels of benzene (1.1 µg/L, 1.1 µg/L, and 0.49 µg/L) were detected respectively for 15MW1, 15MW2, and 15MW3. Total VOC concentrations ranged from 122.8 µg/L (15MW3) to 747.7 µg/L (15MW1).

When compared to the pre-injection conditions, all measurable VOCs concentrations were lower during the August 2016 sampling event, in all monitoring wells.



Groundwater Sampling Results (Reporting Period, April 2021-May 2022))

For the current reporting period groundwater wells were not sampled.

Following discussions with the Department (July 29, 2021, and October 6, 2021) it was determined that additional groundwater investigation was required. The Department indicated that a clay layer present below a large portion of the site confines an upper and a lower aquifer whose groundwater flow directions seem to differ from each other. It was therefore inferred that the onsite groundwater monitoring wells do not appropriately transect the upper aquifer thus its analytical data not representing true aquifer conditions. A GW investigation workplan followed, which was responded to by the Department on March 8, 2022 with comments. Response to these comments are pending.

As soon as the additional work is completed, a report will be submitted to the Department with the findings.

Site Cover and Protection

A 20-mil polyethylene / EVOH resin liner system (VBP 20Plus) as manufactured by Raven Industries was installed beneath the entire footprint of the building prior to pouring the concrete slab. The vapor barrier extends throughout the occupied area of each of the new buildings.

SSD System

A SSD system is installed beneath the occupied portions of the building. The SSD system beneath the building consists of six separate venting zones. Each zone provides coverage of approximately 4,000 sf of slab area. The horizontal vent line is constructed of perforated 4" HDPE pipe. In each zone, the horizontal pipe connects to a common 6" cast iron line that runs vertically to the roof. Virgin-mined, ¾" gravel was placed around the horizontal vent piping and in a 6" layer beneath the entire slab.



IV. IC/EC PLAN COMPLIANCE REPORT

A1. IC Requirements and Compliance

1. IC Controls

A series of Institutional Controls (ICs), required under the Site Management Plan, were placed on the property in the form of an Environmental Easement which was recorded with the NYC Department of Finance, Office of the City Register (NYSDOF-OCR). The recorded ICs are as follows:

- requires the periodic certification of ICs and ECs in accordance with Part 375-1.8(h)(3);
- allows use of property for restricted residential, commercial and industrial uses as defined by Part 375-1.8(g), subject to local zoning laws;
- restricts use of groundwater as potable or process water without necessary treatment as determined by NYSDOH or County DOH; and
- requires compliance with the NYSDEC approved Site Management Plan that includes an IC and EC Plan, an Excavation Plan, a Monitoring Plan and an Operation and Maintenance (O&M) Plan.

Adherence to these Institutional Controls on the Site (Controlled Property) is required under the Environmental Easement and will be implemented under the Site Management Plan.

2. Status of each IC

An inquiry was made with the NYCDOF-OCR to confirm that the Environmental Easement, as described above, remains in place and has not been changed, revised, or modified.

A Groundwater Investigation Work Plan was responded to by the Department on March 8, 2022 with comments. Response to these comments are pending. As soon as the additional work is completed, a report will be submitted to the Department with the findings.

All other ICs are being complied with

3. Corrective Measures

A deficiency in the groundwater sampling was noted for this reporting period, because of the need to prepare and submit a Groundwater Investigation Work Plan. This Work plan was submitted to the Department. Comments were received and we are in the process of addressing the comments.

4. IC Conclusions and Recommendations

All Institutional Controls will remain in place. Groundwater Monitoring will resume when the GW workplan is approved.



A2. EC Requirements and Compliance

The ECs for the Site consist of a cover system and sub-slab depressurization (SSD) system, which are discussed below.

1. *EC Controls*

Composite Cover System

Exposure to remaining contamination in soil/fill at the Site is prevented by a composite cover system placed over the Site. This cover system is comprised of 6" concrete slab below the buildings and 4" concrete slabs below the driveways/parking areas throughout the Site.

Sub-Slab Depressurization System

The SSD system beneath the building consists of six (6) separate venting zones. Each zone provides coverage of 4,000 square feet of slab area. The horizontal vent line is constructed of perforated 4" HDPE pipe. In each zone, the horizontal pipe connects to a common 6" cast iron line that runs vertically to the roof. Virgin-mined, ¾" gravel was placed around the horizontal vent piping and in a 2" layer beneath the entire slab.

2. *Status of each EC*

An inspection was performed for the current reporting period on May 25, 2022. No deficiencies in the engineering controls were identified during the inspection. Copies of the Annual Checklists are attached as **Appendix A**.

Composite Cover System

No cracks were noted in the concrete cap during the reporting period. Any noted penetration was successfully repaired.

Sub-Slab Depressurization System

All venting zones were inspected. Each zone had a riser free from leaks, a functioning RadonAway RP265c fan, and an alarm. All alarms were functioning properly. Adequate vacuum was registered on each of the gauges and monitoring points.

3. *Corrective Measures*

No deficiencies in the ECs were noted for this reporting period, therefore no corrective measures were required.

4. *EC Conclusions and Recommendations*

All controls are currently in place, functioning, and in compliance with the Site Management Plan. No changes are proposed at this time.



B. IC/EC Certification

I, Ariel Czemerinski, certify that I am currently a NYS registered professional engineer and that this Periodic Review Report (PRR) was prepared in accordance with all applicable statutes and regulations and in substantial conformance with the DER Technical Guidance for Site Investigation and Remediation (DER-10) and that all activities were performed in full accordance with the DER approved Site Management Plan and any DER-approved modifications.

For each institutional or engineering control identified for the site, I certify that all of the following statements are true:

- The inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under my direction;
- The engineering control (cover system) employed at this site is unchanged from the date the control was put in place, or last approved by the Department;
- 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 the Department 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 engineering control 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; and
- The information presented in this report is accurate and complete.

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, Ariel Czemerinski, of AMC Engineering, PLLC, am certifying for the owner for this site.

Ariel Czemerinski
NYS Professional Engineer #

8/18/2022
Date

Signature



V. MONITORING PLAN COMPLIANCE REPORT

A. Components of the Monitoring Plan

The Monitoring Plan within the Site Management Plan describes the measures for evaluating the performance and effectiveness of the remedy to reduce or mitigate contamination at the site, the soil cover system, and all affected site media identified below. Monitoring of other Engineering Controls is described in Chapter 4, Operation, Monitoring and Maintenance Plan.

Groundwater samples are to be collected from the on-Site monitoring well network on a biannual basis (as of November 2018). Sampling is to be conducted in accordance with the previously approved Site Management Plan, and groundwater samples are to be analyzed for volatile organic compounds via EPA Method 8260.

B. Summary of Monitoring Completed During Reporting Period

As per the Departments approval on November 1, 2018, the frequency of groundwater sampling from monitoring wells 15MW1 to 15MW3 was reduced from quarterly to biannual. For the current reporting period groundwater wells were not sampled. Following discussions with the Department (July 29, 2021, and October 6, 2021) it was determined that additional groundwater investigation was required. The Department indicated that a clay layer present below a large portion of the site confines an upper and a lower aquifer whose groundwater flow directions seem to differ from each other. It was therefore inferred that the onsite groundwater monitoring wells do not appropriately transect the upper aquifer thus its analytical data not representing true aquifer conditions. A GW investigation workplan followed, which was responded to by the Department on March 8, 2022 with comments. Response to these comments are pending.

As soon as the additional work is completed, a report will be submitted to the Department with the findings.

C. Comparisons with Remedial Objectives

Groundwater wells were not sampled for this reporting period, so there is no data for comparison with remedial objectives.

D. Monitoring Deficiencies

For the current reporting period groundwater wells were not sampled.

E. Conclusions and Recommendations

The Department indicated that a clay layer present below a large portion of the site confines an upper and a lower aquifer whose groundwater flow directions seem to differ from each other. It was therefore inferred that the onsite groundwater monitoring wells do not appropriately transect the upper aquifer thus its analytical data not representing true aquifer conditions. A GW investigation workplan followed, which was responded to by the Department on March 8, 2022 with comments. Response to these comments are pending.



VI. OPERATIONS & MAINTENANCE PLAN COMPLIANCE REPORT

A. Components of the O&M Plan

The Operation and Maintenance (O&M) Plan describes the measures necessary to operate and maintain the sub-slab vapor depressurization system, concrete slab, and vapor barrier for the Site.

1. *Sub-Slab Vapor Barrier*

The sub-slab vapor barrier is not part of the approved remedy (i.e. an engineering control), but rather a component of standard building construction. The sub-slab vapor barrier is to be maintained and patched as needed should any penetrations occur. If any significant penetrations through the slab are needed for future construction, care will be taken to minimize damage to the vapor barrier so that an adequate patch can be installed following completion of construction activities. Repairs of the vapor barrier will be observed and documented by a licensed professional engineer or a field inspector under the direct supervision of a licensed professional engineer. The concrete pad should be maintained to prevent cracks and other integrity damages. The pad is to be inspected annually. In the event there is damage or construction on or near the pad, the owner and/or owner's representative and AMC will be notified to properly evaluate and repair if required.

2. *Sub-Slab Depressurization System*

The SSD system is currently in place. The SSD system beneath the building consists of six separate venting zones. Each zone contains a riser, operational fan, and operational alarm. Any damages to SSD system elements are to be noted during inspections, with the owner and/or owner's representative and AMC being notified to properly evaluate and repair if required.

3. *Monitoring Well Maintenance*

If biofouling or silt accumulation has occurred in the on-Site and/or off-Site monitoring wells, the wells will be physically agitated/surged and redeveloped. Additionally, monitoring wells will be properly decommissioned and replaced (as per the Monitoring Plan) if an event renders the wells unusable. In addition, monitoring well caps and cover will be replaced and repaired.

4. *Reporting*

A checklist is to be completed during each routine maintenance event which is scheduled to be on a semi-annual basis. Checklists/forms will include, but not be limited to the following information:

- Date;
- Name, company, and position of person(s) conducting maintenance;
- Activities;
- Maintenance activities conducted;
- Where appropriate, color photographs or sketches showing the approximate location of any problems or incidents noted (included either on the checklist/form or on an attached sheet); and



- Other documentation such as copies of invoices for maintenance work, receipts for replacement equipment, etc., (attached to the checklist/form).

During each non-routine maintenance event, a form is to be completed that includes, but is not limited to, the following information:

- Date;
- Name, company, and position of person(s) conducting non-routine maintenance/repair activities;
- Presence of leaks;
- Date of leak repair;
- Other repairs or adjustments made to the system;
- Where appropriate, color photographs or sketches showing the approximate location of any problems or incidents (included either on the form or on an attached sheet); and,
- Other documentation such as copies of invoices for repair work, receipts for replacement equipment, etc. (attached to the checklist/form).

5. *Contingency Plan*

Emergencies may include fire or explosion, environmental release, or serious weather conditions. There is one alarm on the SSD system to visually and audibly alert that the fan has stopped. The fans should only cease should there be a power outage or blockage. In the event the system failure alarm goes off, the owner or owner's representative and AMC will be contacted for repairs.

B. Summary of O&M Completed During Reporting Period

1. *Vapor Barrier*

The concrete pad installed above the vapor barrier was inspected for evidence of new penetrations on May 25, 2022. No cracks were noted in the concrete cap during this reporting period. All penetrations were sealed.

2. *Sub-Slab Depressurization System*

All venting zones were inspected. Each zone had a riser free from leaks, a functioning RadonAway RP265c fan, and an alarm. All alarms were functioning properly.

C. Evaluation of Remedial Systems

1. *Vapor Barrier*

As of the time of this submission, the vapor barrier is in place and functioning as intended.

2. *Sub-Slab Depressurization System*



As of the time of this submission, the SSD system is in place and functioning as intended.

D. O&M Deficiencies

As of the time of this submission, no deficiencies exist at this Site.

E. Conclusions and Recommendations for Improvements

The concrete slab and vapor barrier should be continued to be monitored during routine inspections of the Site.



VII. OVERALL PRR CONCLUSIONS AND RECOMMENDATIONS

A. Compliance with SMP

All requirements of the SMP were implemented during this PRR reporting period, except that groundwater monitoring was not conducted pending the additional groundwater investigation work plan submittal and approval. Work Plan is under review. In order to implement the requirements of the SMP, the following items were completed:

- The concrete slab was inspected and the inspection checklist was completed.
- The sub-slab depressurization system was inspected to ensure proper operation and the inspection checklist was completed.
- The ICs/ECs were inspected and certified by the remedial engineer.

B. Performance and Effectiveness of Remedy

The institutional and engineering controls, the monitoring plan and the OM&M plan for the site are performing effectively in addressing the remedial objectives for the site, except that the groundwater sampling has not been conducted during the reporting period, pending the additional groundwater investigation workplan.

C. Future PRR Submittals

The next PRR submittal will reflect the PRR reporting period of August 2022, to August 2023.

No changes are proposed to the frequency or inspection criteria in future PRR submittals.



TABLES / GRAPHS



TABLE 1A
34-11 Beach Channel Drive Site
34-11 Beach Channel Drive, Far Rockaway, New York
Groundwater Analytical Results
Volatile Organic Compounds
15MW1

Compound	NYSDEC Groundwater Quality Standards	15MW1																															
		12/18/2015		8/5/2016		9/20/2016		12/20/2016		3/27/2017		6/8/2017		9/18/2017		12/13/2017		3/23/2018		6/15/2018		9/19/2018		12/10/2018		6/28/2019		12/12/2019		6/30/2020		12/14/2020	
		µg/L		µg/L		µg/L		µg/L		µg/L		µg/L		µg/L		µg/L		µg/L		µg/L		µg/L		µg/L		µg/L		µg/L		µg/L		µg/L	
		Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL
1,1,1,2-Tetrachloroethane	5	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0
1,1,1-Trichloroethane	5	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0
1,1,2,2-Tetrachloroethane	5	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0
1,1,2-Trichloroethane	1	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.3	1.3	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0
1,1-Dichloroethane	5	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0
1,1-Dichloroethene	5	8.2	5.0	1.1	1.0	0.78	1.0	<1.0	1.0	1.4	5.0	0.58	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	0.28	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0
1,1-Dichloropropene		<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0
1,2,3-Trichlorobenzene		<20	20	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<0.25	0.25	<0.25	0.25	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0
1,2,3-Trichloropropane	0.04	<5.0	5.0	<1.0	1.0	<1.0	1.0	<0.25	0.25	<1.3	1.3	<0.25	0.25	<0.25	0.25	<0.25	0.25	<1.0	1.0	<1.0	1.0	<0.25	0.25	<0.25	0.25	<0.25	0.25	<0.25	0.25	<0.25	0.25	<0.25	0.25
1,2,4-Trichlorobenzene		<20	20	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<0.29	1.0	<0.29	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0
1,2,4-Trimethylbenzene	5	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<0.50	0.50	<0.50	0.50	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0
1,2-Dibromo-3-chloropropane	0.04	<10	10	<1.0	1.0	<1.0	1.0	<0.50	0.50	<2.5	2.5	<0.50	0.50	<0.50	0.50	<0.50	0.50	<0.25	0.25	<0.25	0.25	<0.50	0.50	<0.50	0.50	<0.50	0.50	<0.50	0.50	<0.50	0.50	<0.50	0.50
1,2-Dibromoethane		<5.0	5.0	<1.0	1.0	<1.0	1.0	<0.25	0.25	<1.3	1.3	<0.25	0.25	<0.25	0.25	<0.25	0.25	<1.0	1.0	<1.0	1.0	<0.25	0.25	<0.25	0.25	<0.25	0.25	<0.25	0.25	<0.25	0.25	<0.25	0.25
1,2-Dichlorobenzene	5	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<4.7	4.7	<1.0	1.0	<1.0	1.0	<1.0	1.0	<0.60	0.60	<0.60	0.60	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0
1,2-Dichloroethane	0.6	<5.0	5.0	<0.60	0.60	<0.60	0.60	<0.60	0.60	<2.5	2.5	<0.60	0.60	<0.60	0.60	<0.60	0.60	<1.0	1.0	<1.0	1.0	<0.60	0.60	<0.60	0.60	<0.60	0.60	<0.60	0.60	<0.60	0.60	<0.60	0.60
1,2-Dichloropropane	0.94	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.3	1.3	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0
1,3,5-Trimethylbenzene	5	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0
1,3-Dichlorobenzene	5	<5.0	5.0	<1.0	1.0	<1.0	1.0	4	1.0	<30	30	<1.0	1.0	<1.0	1.0	0.35	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0
1,3-Dichloropropane	5	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0
1,4-Dichlorobenzene	5	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0
1,4-dioxane		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	<100	100	<100	100	<100	100	<100	100	<100	100	<100	100	<100	100	<100	100
2,2-Dichloropropane	5	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0
2-Chlorotoluene	5	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<2.5	2.5	<2.5	2.5	<2.5	2.5	<1.0	1.0	<2.5	2.5	<2.5	2.5	<2.5	2.5	<2.5	2.5
2-Hexanone (Methyl Butyl Ketone)		<50	50	<2.5	2.5	<2.5	2.5	<2.5	2.5	<13	13	<2.5	2.5	<2.5	2.5	<2.5	2.5	<5.0	5.0	<5.0	5.0	<1.0	1.0	<2.5	2.5	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0
2-Isopropyltoluene	5	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0
4-Chlorotoluene	5	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0
4-Methyl-2-Pentanone		<50	50	<2.5	2.5	<2.5	2.5	<2.5	2.5	<13	13	<2.5	2.5	<2.5	2.5	<2.5	2.5	<2.5	2.5	<2.5	2.5	<2.5	2.5	<2.5	2.5	<2.5	2.5	<2.5	2.5	<2.5	2.5	<2.5	2.5
Acetone		<50	50	3.5	5.0	4.3	5.0	<5.0	5.0	<25	25	5.7	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	3.2	5.0	<10	10	4.6	5.0	3.2	5.0	<5.0	5.0	<5.0	5.0
Acrolein		<50	50	<5.0	5.0	<5.0	5.0	<5.0	5.0	<13	13	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0
Acrylonitrile	5	<50	50	<5.0	5.0	<5.0	5.0	<5.0	5.0	<13	13	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0
Benzene	1	<5.0	5.0	1.1	0.70	0.84	0.70	0.25	0.70	<1.3	1.3	0.56	0.70	1.1	0.70	1.8	0.70	1.70	0.70	1.5	0.70	0.84	0.70	1.4	0.70	1.6	0.70	1.4	0.70	1.7</			

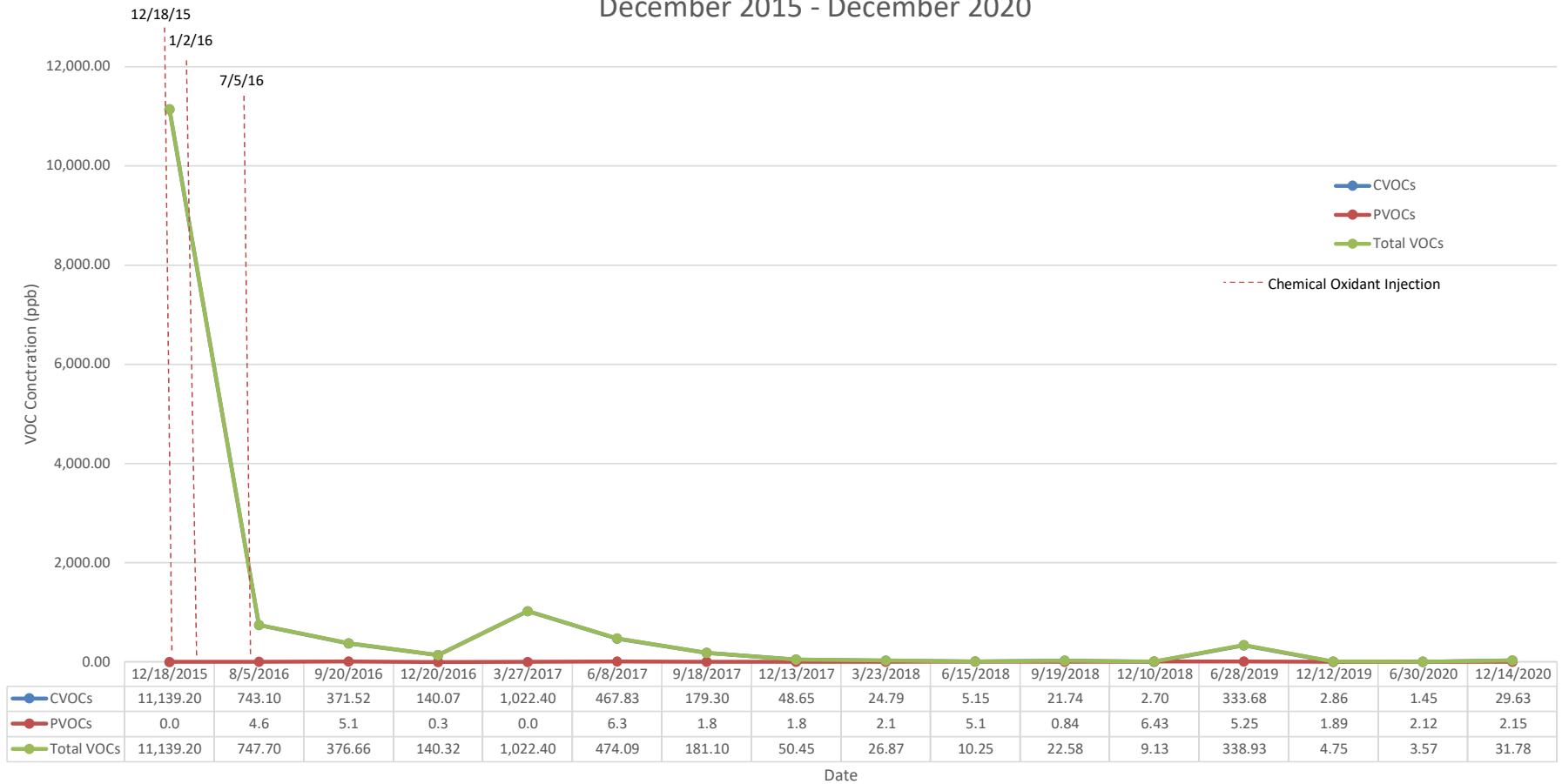
TABLE 1B
34-11 Beach Channel Drive Site
34-11 Beach Channel Drive, Far Rockaway, New York
Groundwater Analytical Results
Volatile Organic Compounds
15MW2

Compound	NYSDEC Groundwater Quality Standards	15MW2																															
		12/18/2015		8/5/2016		9/20/2016		12/20/2016		3/27/2017		6/8/2017		9/18/2017		12/13/2017		3/23/2018		6/15/2018		9/19/2018		12/10/2018		6/28/2019		12/12/2019		6/30/2020		12/14/2020	
		µg/L		µg/L		µg/L		µg/L		µg/L		µg/L		µg/L		µg/L		µg/L		µg/L		µg/L		µg/L		µg/L		µg/L		µg/L		µg/L	
		Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL
1,1,1,2-Tetrachloroethane	5	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0
1,1,1-Trichloroethane	5	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0
1,1,2,2-Tetrachloroethane	5	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0
1,1,2-Trichloroethane	1	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<1.3	1.3	<1.0	1.0	<5.0	5.0	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0
1,1-Dichloroethane	5	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0
1,1-Dichloroethene	5	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0
1,1-Dichloropropene		<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0
1,2,3-Trichlorobenzene		<20	20	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<20	20	<5.0	5.0	<1.0	1.0	<0.25	0.25	<0.25	0.25	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0
1,2,3-Trichloropropane	0.04	<5.0	5.0	<1.0	1.0	<1.0	1.0	<0.25	0.25	<0.25	0.25	<5.0	5.0	<1.3	1.3	<0.25	0.25	<1.0	1.0	<1.0	1.0	<0.25	0.25	<0.25	0.25	<0.25	0.25	<0.25	0.25	<0.25	0.25	<0.25	0.25
1,2,4-Trichlorobenzene		<20	20	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<20	20	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0
1,2,4-Trimethylbenzene	5	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<5.0	5.0	<1.0	1.0	<0.50	0.50	<0.50	0.50	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0
1,2-Dibromo-3-chloropropane	0.04	<10	10	<1.0	1.0	<1.0	1.0	<0.50	0.50	<0.50	0.50	<10	10	<2.5	2.5	<0.50	0.50	<0.25	0.25	<0.25	0.25	<0.50	0.50	<0.50	0.50	<0.50	0.50	<0.50	0.50	<0.50	0.50	<0.50	0.50
1,2-Dibromoethane		<5.0	5.0	<1.0	1.0	<1.0	1.0	<0.25	0.25	<0.25	0.25	<5.0	5.0	<1.3	1.3	<0.25	0.25	<1.0	1.0	<1.0	1.0	<0.25	0.25	<0.25	0.25	<0.25	0.25	<0.25	0.25	<0.25	0.25	<0.25	0.25
1,2-Dichlorobenzene	5	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<4.7	4.7	<1.0	1.0	<0.60	0.60	<0.60	0.60	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0
1,2-Dichloroethane	0.6	<5.0	5.0	<0.60	0.60	<0.60	0.60	<0.60	0.60	<0.60	0.60	<10	10	<2.5	2.5	<0.60	0.60	<1.0	1.0	<1.0	1.0	<0.60	0.60	<0.60	0.60	<0.60	0.60	<0.60	0.60	<0.60	0.60	<0.60	0.60
1,2-Dichloropropene	0.94	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<1.3	1.3	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0
1,3,5-Trimethylbenzene	5	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0
1,3-Dichlorobenzene	5	<5.0	5.0	<1.0	1.0	<1.0	1.0	4.40	1.0	<1.0	1.0	<5.0	5.0	<3.0	3.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0
1,3-Dichloropropane	5	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0
1,4-Dichlorobenzene	5	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<5.0	5.0	<1.0	1.0	<5.0	5.0	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0
1,4-dioxane		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	<100	100	<100	100	<100	100	<100	100	<100	100	<100	100	<100	100
2,2-Dichloropropane	5	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0
2-Chlorotoluene	5	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<5.0	5.0	<1.0	1.0	<2.5	2.5	<2.5	2.5	<2.5	2.5	<1.0	1.0	<2.5	2.5	<2.5	2.5	<2.5	2.5	<2.5	2.5
2-Hexanone (Methyl Butyl Ketone)		<50	50	<2.5	2.5	<2.5	2.5	<2.5	2.5	<2.5	2.5	<50	50	<13	13	<2.5	2.5	<5.0	5.0	<5.0	5.0	<1.0	1.0	<2.5	2.5	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0
2-Isopropyltoluene	5	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0
4-Chlorotoluene	5	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<5.0	5.0	<1.0	1.0	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0
4-Methyl-2-Pentanone		<50	50	<2.5	2.5	<2.5	2.5	<2.5	2.5	<2.5	2.5	<50	50	<13	13	<2.5	2.5	<13	13	<2.5	2.5	<2.5	2.5	<2.5	2.5	<2.5	2.5	<2.5	2.5	<2.5	2.5	<2.5	2.5
Acetone		<50	50	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<50	50	17.00	25	16	5.0	<5.0	5.0	15	5.0	<10	10	8.9	5.0	3.9	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0
Acrolein		<50	50	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<50	50	<13	13	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0
Acrylonitrile	5	<50	50	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<13	13	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0
Benzene	1	<5.0	5.0	1.0	0.70	0.80	0.70	0.77	7.0	0.74	0.70	<5.1	5.0	<1.3	1.3	0.38	0.70	<0.70	0.70	<0.70	0.70	<0.70	0.70	0.35	0.70								

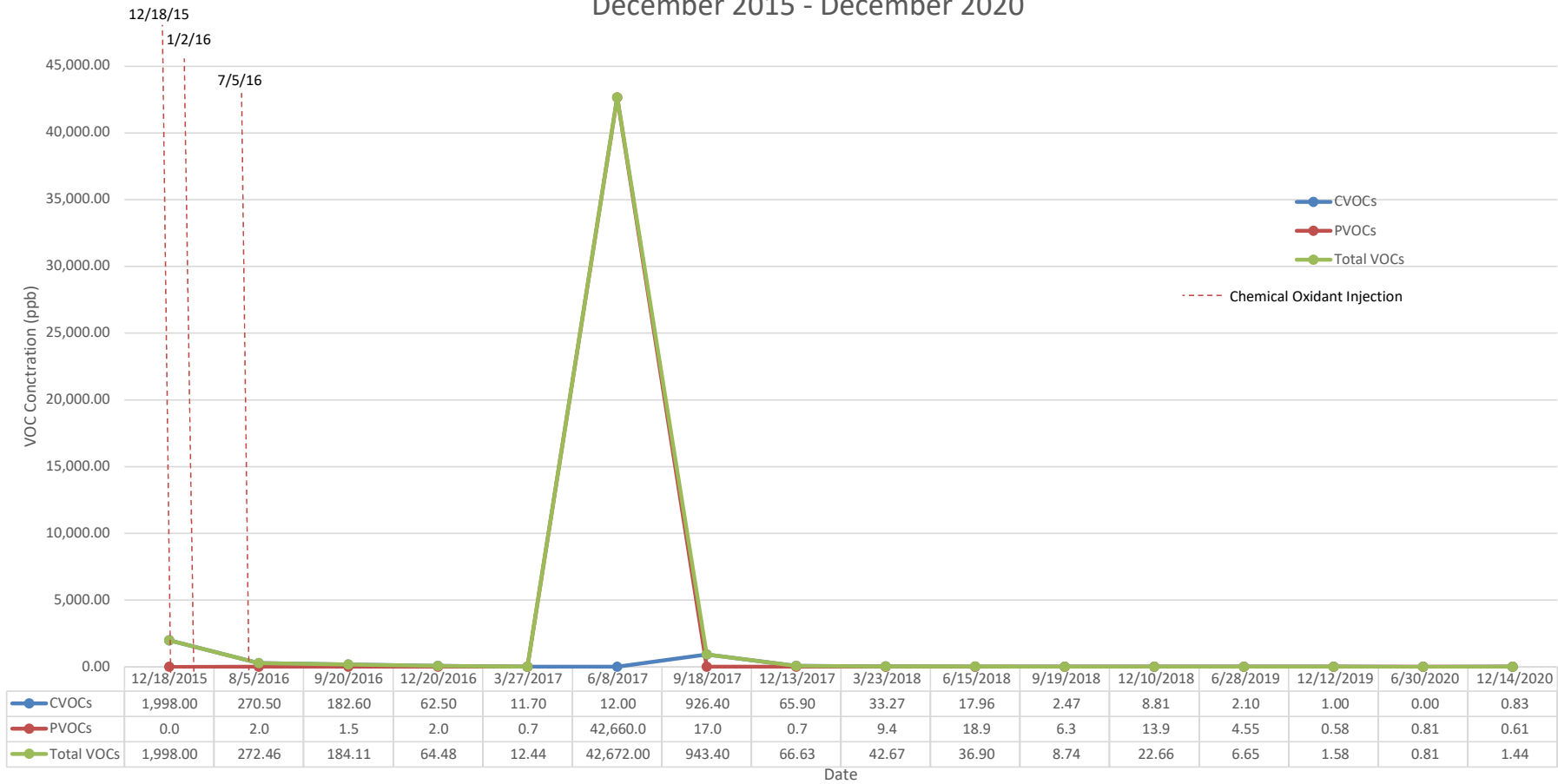
TABLE 1C
34-11 Beach Channel Drive Site
34-11 Beach Channel Drive, Far Rockaway, New York
Groundwater Analytical Results
Volatile Organic Compounds
15MW3

Compound	NYSDEC Groundwater Quality Standards	15MW3																																			
		12/18/2015		8/5/2016		9/20/2016		12/20/2016		3/27/2017		6/8/2017		9/18/2017		12/13/2017		3/23/2018		6/15/2018		9/19/2018		12/10/2018		6/28/2019		12/12/2019		6/30/2020		12/14/2020					
		µg/L		µg/L		µg/L		µg/L		µg/L		µg/L		µg/L		µg/L		µg/L		µg/L		µg/L		µg/L		µg/L		µg/L		µg/L		µg/L					
		Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL				
1,1,1,2-Tetrachloroethane	5	<5.0	5.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<5.0	5.0	-	-	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<1.0	1.0	<1.0	1.0		
1,1,1-Trichloroethane	5	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	-	-	<5.0	5.0	<5.0	5.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0		
1,1,2,2-Tetrachloroethane	5	<5.0	5.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<5.0	5.0	-	-	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<1.0	1.0	<1.0	1.0		
1,1,2-Trichloroethane	1	<5.0	5.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<5.0	5.0	-	-	<1.0	1.0	<1.0	1.0	<5.0	5.0	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<2.5	2.5	<1.0	1.0	<1.0	1.0		
1,1-Dichloroethane	5	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	-	-	<5.0	5.0	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0		
1,1-Dichloroethene	5	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	51	5.0	110	5.0	-	-	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<1.0	1.0	<1.0	1.0		
1,1-Dichloropropene		<5.0	5.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<5.0	5.0	-	-	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<1.0	1.0	<1.0	1.0		
1,2,3-Trichlorobenzene		<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<20	20	<20	20	-	-	<1.0	1.0	<1.0	1.0	<0.25	0.25	<0.25	0.25	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0		
1,2,3-Trichloropropane	0.04	<5.0	5.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<5.0	5.0	-	-	<0.25	0.25	<0.25	0.25	<1.0	1.0	<1.0	1.0	<0.25	0.25	<0.25	0.25	<0.25	0.25	<0.25	0.25	<2.5	2.5	<0.25	0.25	<0.25	0.25		
1,2,4-Trichlorobenzene		<5.0	5.0	<1.0	1.0	<1.0	1.0	<20	20	<20	20	-	-	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0		
1,2,4-Trimethylbenzene	5	<5.0	5.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<5.0	5.0	-	-	0.32	1.0	<1.0	1.0	<0.5	0.50	<0.5	0.50	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<1.0	1.0	<1.0	1.0		
1,2-Dibromo-3-chloropropane	0.04	<5.0	5.0	<1.0	1.0	<1.0	1.0	<10	10	<10	10	-	-	<0.50	0.50	<0.50	0.50	<0.25	0.25	<0.25	0.25	<0.50	0.50	<0.50	0.50	<0.50	0.50	<0.50	0.50	<0.50	0.50	<0.50	0.50	<0.50	0.50		
1,2-Dibromoethane		<5.0	5.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<5.0	5.0	-	-	<0.25	0.25	<0.25	0.25	<1.0	1.0	<1.0	1.0	<0.25	0.25	<0.25	0.25	<0.25	0.25	<2.5	2.5	<0.25	0.25	<0.25	0.25	<0.25	0.25		
1,2-Dichlorobenzene	5	<4.0	4.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<5.0	5.0	-	-	<1.0	1.0	<1.0	1.0	<0.60	0.60	<0.60	0.60	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<4.7	4.7	<1.0	1.0	<1.0	1.0		
1,2-Dichloroethane	0.6	<3.0	3.0	<0.60	0.60	<0.60	0.60	<1.0	1.0	<1.0	1.0	-	-	<0.60	0.60	<0.60	0.60	<1.0	1.0	<1.0	1.0	<0.60	0.60	<0.60	0.60	<0.60	0.60	<5.0	5.0	<0.60	0.60	<0.60	0.60	<0.60	0.60		
1,2-Dichloropropane	0.94	<5.0	5.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<5.0	5.0	-	-	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<2.5	2.5	<1.0	1.0	<1.0	1.0		
1,3,5-Trimethylbenzene	5	<5.0	5.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<5.0	5.0	-	-	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<1.0	1.0	<1.0	1.0		
1,3-Dichlorobenzene	5	<3.0	3.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<5.0	5.0	-	-	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<3.0	3.0	<1.0	1.0	<1.0	1.0
1,3-Dichloropropane	5	<5.0	5.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<5.0	5.0	-	-	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<1.0	1.0	<1.0	1.0		
1,4-Dichlorobenzene	5	<5.0	5.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<5.0	5.0	-	-	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<1.0	1.0	<1.0	1.0		
1,4-dioxane		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	<100	100	<100	100	<100	100	<100	100	<100	100	<100	100	<100	100		
2,2-Dichloropropane	5	<5.0	5.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<5.0	5.0	-	-	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<1.0	1.0	<1.0	1.0		
2-Chlorotoluene	5	<5.0	5.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<5.0	5.0	-	-	<1.0	1.0	<1.0	1.0	<2.5	2.5	<2.5	2.5	<2.5	2.5	<2.5	2.5	<1.0	1.0	<2.5	2.5	<2.5	2.5	<2.5	2.5	<2.5	2.5		
2-Hexanone (Methyl Butyl Ketone)		<13	13	<2.5	2.5	<2.5	2.5	<50	50	<50	50	-	-	<2.5	2.5	<2.5	2.5	<5.0	5.0	<5.0	5.0	<1.0	1.0	<2.5	2.5	<1.0	1.0	<5.0	5.0	<1.0	1.0	<1.0	1.0	<1.0	1.0		
2-Isopropyltoluene	5	<5.0	5.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<5.0	5.0	-	-	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<1.0	1.0	<1.0	1.0		
4-Chlorotoluene	5	<5.0	5.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<5.0	5.0	-	-	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<1.0	1.0	<5.0	5.0	<1.0	1.0	<1.0	1.0		
4-Methyl-2-Pentanone		<13	13	<2.5	2.5	<2.5	2.5	<50	50	<50	50	-	-	<2.5	2.5	<2.5	2.5	<2.5	2.5	<2.5	2.5	<2.5	2.5	<2.5	2.5	<2.5	2.5	<2.5	2.5	<2.5	2.5	<2.5	2.5	<2.5	2.5		
Acetone	15	25	<5.0	5.0	2.7	5.0	<50	50	<50	50	-	-	<5.0	5.0	<5.0	5.0	<5.0	5.0	2.8	5.0	<10	10	3.4	5.0	9.2	5.0	<50	50	5.1	5.0	5.3	5.0					
Acrolein		<13	13	<5.0	5.0	<5.0	5.0	<50	50	<50	50	-	-	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<5.0	5.0	<25	25	<5.0	5.0	<5.0	5.0		
Acrylonitrile	5	<13</																																			

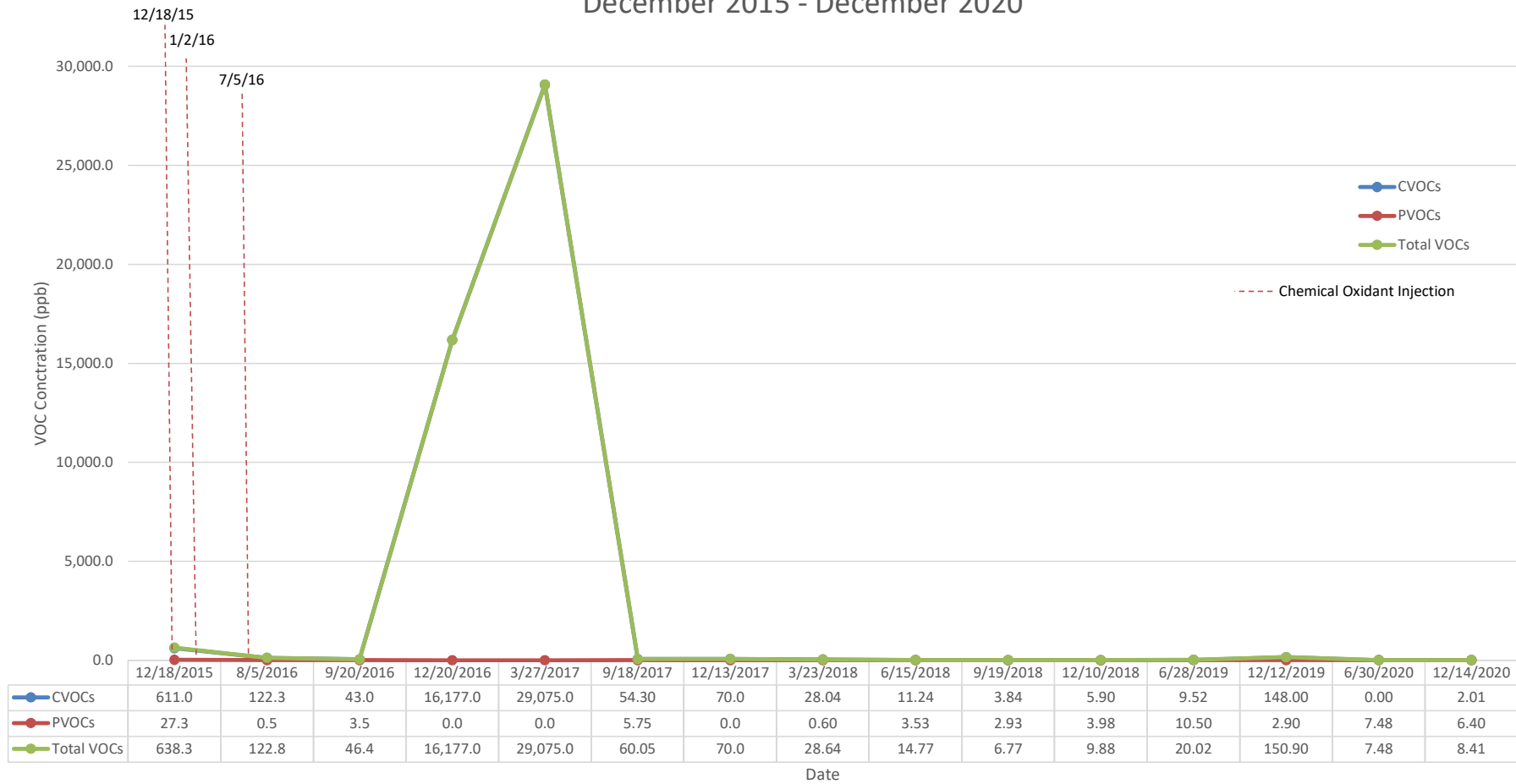
Graph 1
15MW1 VOCs
34-11 Beach Channel Drive, Queens NY
December 2015 - December 2020



Graph 2
15MW2 VOCs
34-11 Beach Channel Drive, Queens NY
December 2015 - December 2020

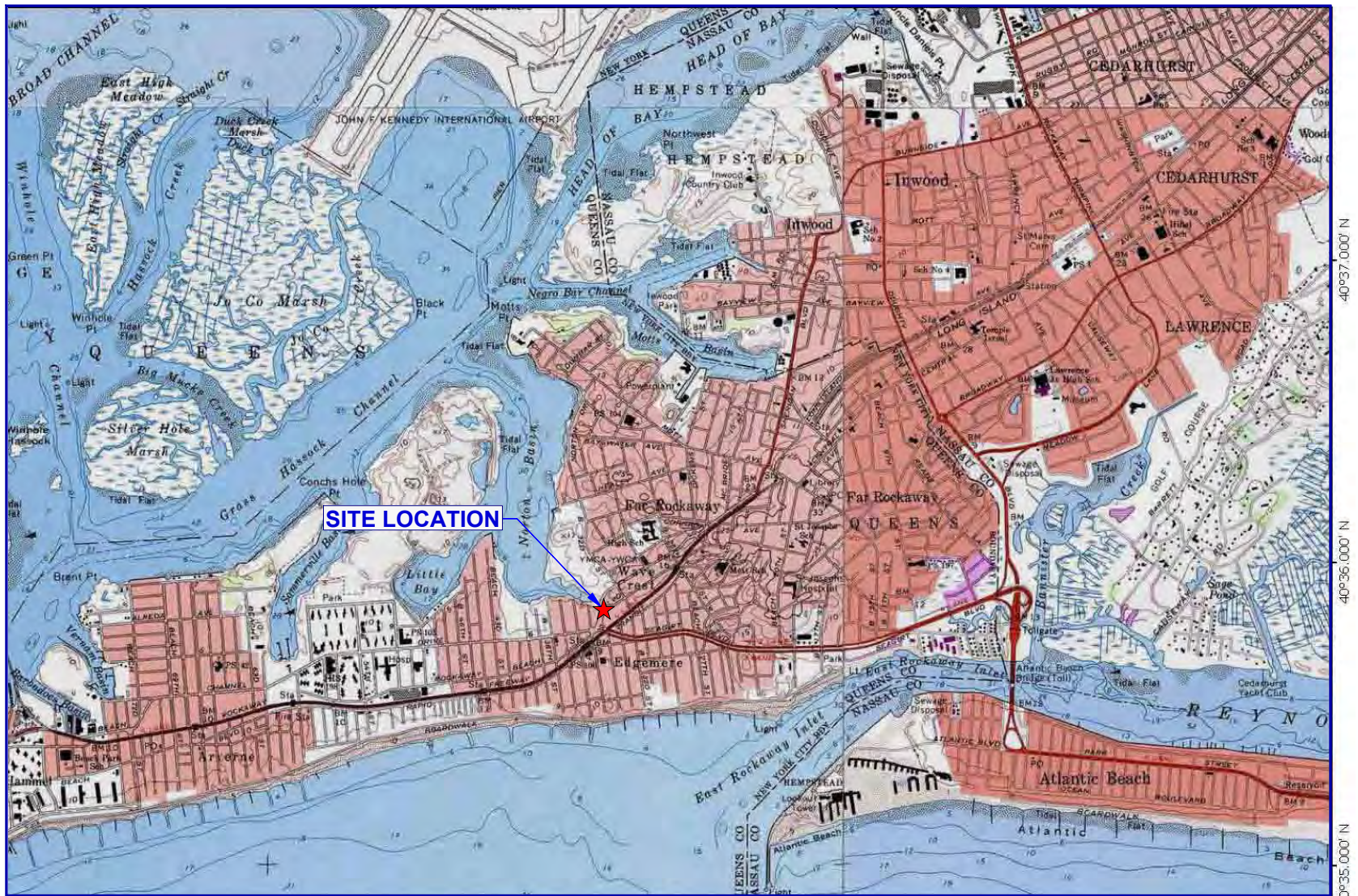


Graph 3
15MW3 VOCs
34-11 Beach Channel Drive, Queens NY
December 2015 - December 2020



FIGURES





73°48.000' W

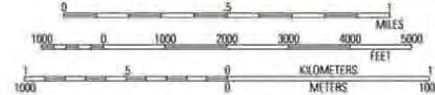
73°47.000' W

73°46.000' W

73°45.000' W

73°44.000' W

WGS84 73°43.000' W



40°37.000' N
40°36.000' N
40°35.000' N
130°
02/27/15

BC

ENVIRONMENTAL BUSINESS CONSULTANTS

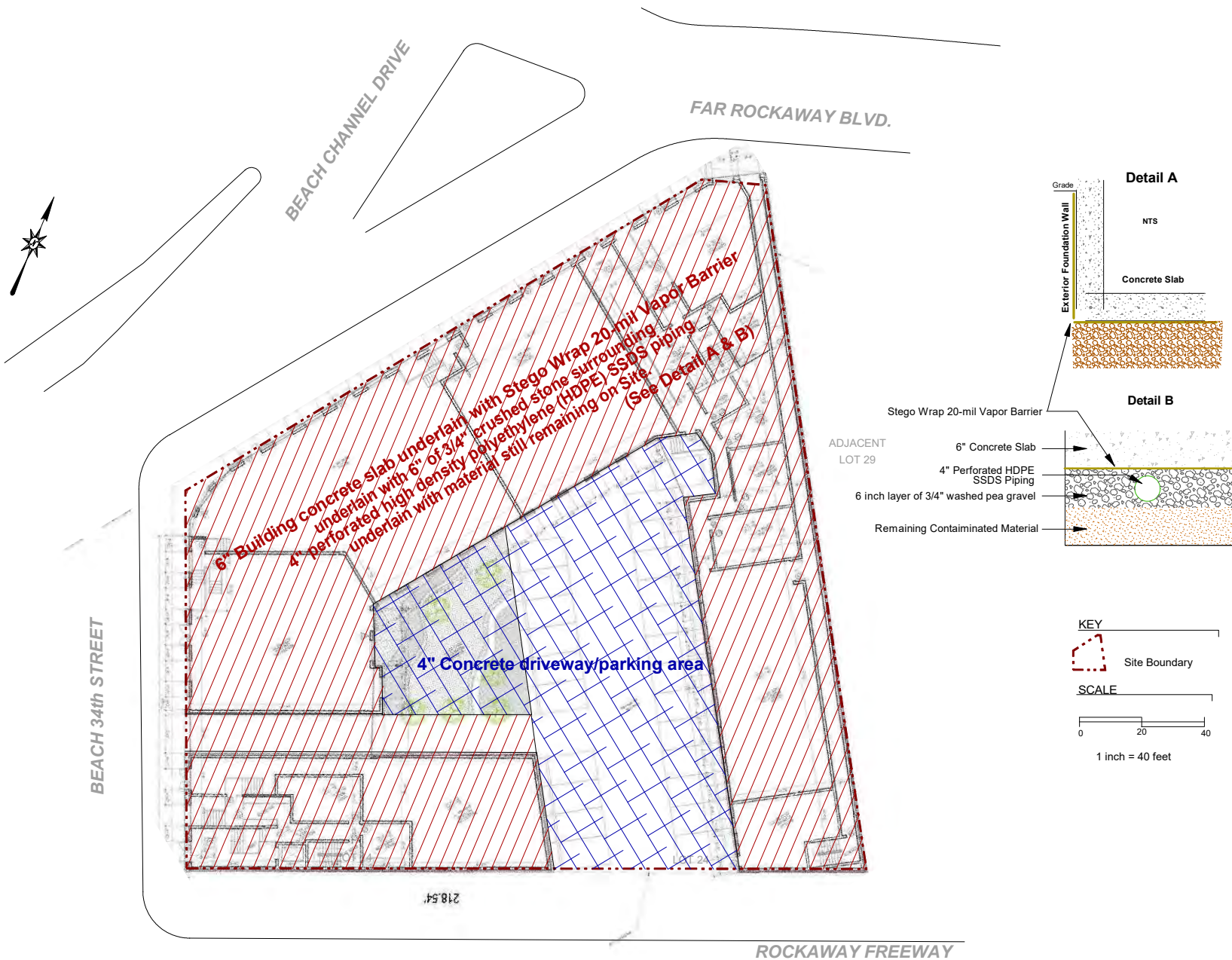
Phone 631.504.6000
Fax 631.924.2870

Figure No.
1

Site Name: **34-11 BEACH CHANNEL DRIVE**

Site Address: **34-11 BEACH CHANNEL DRIVE, FAR ROCKAWAY, NY**

Drawing Title: **SITE LOCATION MAP**

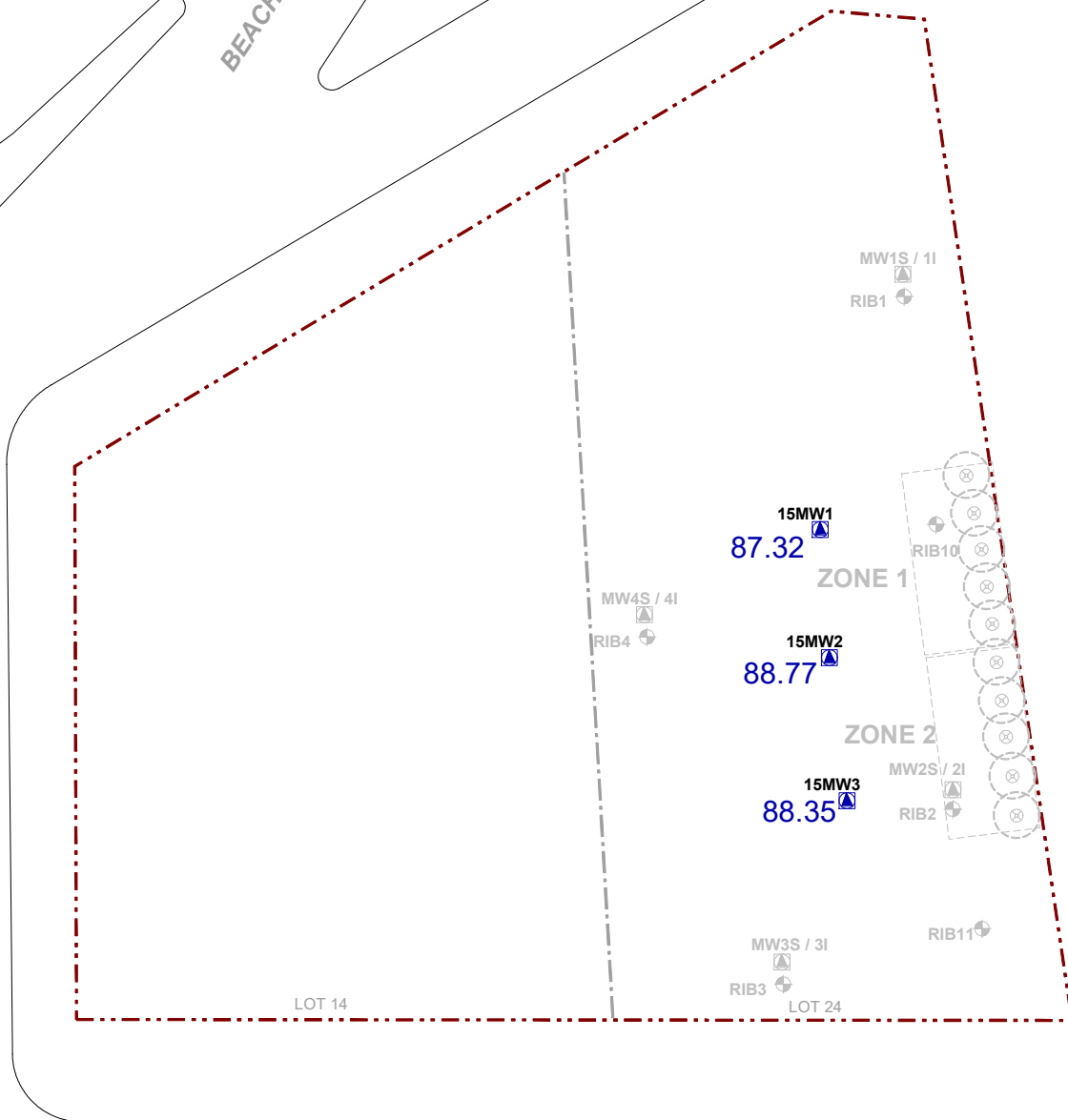




BEACH CHANNEL DRIVE

FAR ROCKAWAY BLVD.

BEACH 34th STREET



SCALE

0 20 40

1 inch = 40 feet

KEY



Site Boundary



RI Monitoring Well



RI Soil Boring



ISCO Performance Monitoring Well

ROI (5 ft)



Oxidant Injection Location

ROCKAWAY FREEWAY

BC

Environmental Business Consultants

Phone 631.504.6000
Fax 631.924.2870

Figure No.
3

Site Name: 34-11 Beach Channel Drive Site

Site Address: 34-11 Beach Channel Drive, Far Rockaway, NY

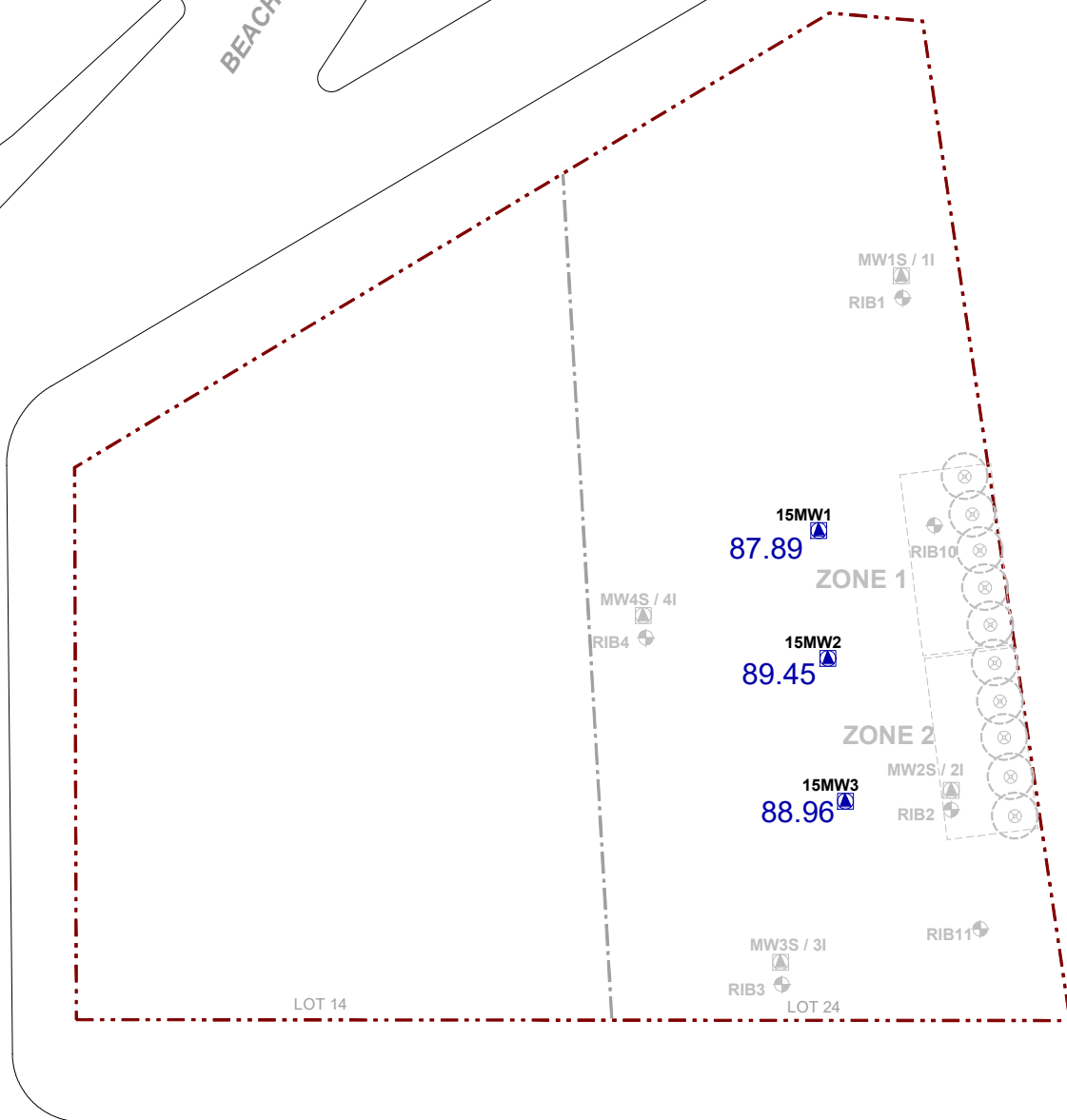
Drawing Title: Groundwater Elevation Map 1H2020 (Q2)



BEACH CHANNEL DRIVE

FAR ROCKAWAY BLVD.

BEACH 34th STREET



SCALE

0 20 40

1 inch = 40 feet

KEY



Site Boundary



RI Monitoring Well



RI Soil Boring



ISCO Performance Monitoring Well

ROI (5 ft)



Oxidant Injection Location

BC

Environmental Business Consultants

Phone 631.504.6000
Fax 631.924.2870

Figure No.
4

Site Name: 34-11 Beach Channel Drive Site

Site Address: 34-11 Beach Channel Drive, Far Rockaway, NY

Drawing Title: Groundwater Elevation Map 2H2020 (Q4)

APPENDIX A **ANNUAL CHECKLISTS**



SITE INSPECTION CHECKLIST

SSDS - System Inspection Checklist (Zones 1 & 2)

34-11 Beach Channel Drive

Far Rockaway (Queens), NY

Date: 5/25/22 Time: 8:30am

Inspector Name/Organization: Ame Ariel Cemerinski

Physical Inspection of Fan- Check seal w/vent line, unusual noises and general condition of unit.

Zone 1: COMMUNITY WEST SIDE

	yes	no
Operational?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Observed Leaks at Seals?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Air Flow at Exhaust Stack?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vacuum Reading:	<u>-0.75"wc</u>	

Fan Model No. Manufacturer:

RP265

Alarm Test:

Alarm sound when fan off?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Indicator lights when fan off?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Zone 4: COMPACTOR ROOM EAST SIDE

	yes	no
Operational?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Observed Leaks at Seals?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Air Flow at Exhaust Stack?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vacuum Reading:	<u>-0.95"wc</u>	

Fan Model No. Manufacturer:

RP265

Alarm Test:

Alarm sound when fan off?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Indicator lights when fan off?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Repairs Needed and / or Maintenance at this time?

None

Signature: Ame Ariel Cemerinski

Date: 5/25/22

SITE INSPECTION CHECKLIST

SSDS - System Inspection Checklist (Zones 5 & 6)
34-11 Beach Channel Drive
Far Rockaway (Queens), NY

Date: 5/25/22 Time: 8:30am
 Inspector Name/Organization: AMEC Arief

Physical Inspection of Fan- Check seal w/vent line, unusual noises and general condition of unit.

Zone 2: commercial space

	yes	no	Fan Model No. Manufacturer:
Operational?	<u>✓</u>	<u> </u>	<u>LP 265</u>
Observed Leaks at Seals?	<u> </u>	<u>✓</u>	<u> </u>
Air Flow at Exhaust Stack?	<u>✓</u>	<u> </u>	<u> </u>
Vacuum Reading:	<u>✓ -2"wc</u>	<u> </u>	<u> </u>

Alarm Test:

Alarm sound when fan off?	<u>✓</u>	<u> </u>	<u> </u>
Indicator lights when fan off?	<u>✓</u>	<u> </u>	<u> </u>

Zone 3: commercial space

	yes	no	Fan Model No. Manufacturer:
Operational?	<u>✓</u>	<u> </u>	<u>LP 265</u>
Observed Leaks at Seals?	<u> </u>	<u>✓</u>	<u> </u>
Air Flow at Exhaust Stack?	<u>✓</u>	<u> </u>	<u> </u>
Vacuum Reading:	<u>-2"wc</u>	<u> </u>	<u> </u>

Alarm Test:

Alarm sound when fan off?	<u>✓</u>	<u> </u>	<u> </u>
Indicator lights when fan off?	<u>✓</u>	<u> </u>	<u> </u>

Repairs Needed and / or Maintenance at this time?
Suggest to relocate alarms & vacuum gauges to below the drop ceiling for ease of access & maintenance.

Signature: A. Gennaro Date: 5/25/22

SITE INSPECTION CHECKLIST

SSDS - System Inspection Checklist (Zones 3 & 4)

34-11 Beach Channel Drive

Far Rockaway (Queens), NY

Date: 5/15/22 Time: 8:30am

Inspector Name/Organization: Ariel / Ane

Physical Inspection of Fan- Check seal w/vent line, unusual noises and general condition of unit.

Zone 5: COMPRESSOR ROOM East Side

	yes	no
Operational?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Observed Leaks at Seals?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Air Flow at Exhaust Stack?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vacuum Reading:	<u>- 2"wc</u>	

Fan Model No. Manufacturer:

RP 265

Alarm Test:

Alarm sound when fan off? ☒

Indicator lights when fan off? ☒

Zone 6: COMP. ROOM East Side

	yes	no
Operational?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Observed Leaks at Seals?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Air Flow at Exhaust Stack?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vacuum Reading:	<u>2.2 2.2"wc</u>	

Fan Model No. Manufacturer:

RP 265

Alarm Test:

Alarm sound when fan off? ☒

Indicator lights when fan off? ☒

Repairs Needed and / or Maintenance at this time?

None

Signature: Ariel

Date: 5/15/22

SITE INSPECTION CHECKLIST

Site Inspection Checklist - Cover System
34-11 Beach Channel Drive
Far Rockaway (Queens), NY

Date: 5/25/22 Time: 8:20 AM

Inspector Name/Organization: AME / AME

Visual Inspection of Building's Concrete Slab

Building Interior

Inspect concrete slab for cracks, perforations, patching

Describe General Condition of slab

good

Describe and Cracks or New Penetrations

No cracks - 2 open MR sealed
except for a 2" opening in the slab - will be sealed
None seen except for MR.

Describe any patching

Visual Inspection of Sidewalks/Paved Areas

Building Exterior

Inspect concrete slab for cracks, perforations, patching

Describe General Condition of slab

good - Southern sidewalk is
in disrepair

Describe and Cracks or New Penetrations

None seen on property. Sidewalk
@ south side is cracked

Describe any patching

None

Repairs Needed and / or Maintenance at this time?

None

Noticed a 2" penetration to the slab flushed
to the finished floor in the bike room it will be sealed w/
mon shrink joint

Signature: [Signature]

Date: 5/25/22

845 2835086 Howard

APPENDIX B **PERMITS ISSUED**





Buildings



Work Permit Department Of Buildings

Permit Number: Q00436042-I1-EW-SP

Permit Classification: FIRE PROTECTION SYSTEMS

Address: QUEENS 34-11 BEACH CHANNEL DRIVE

Work on Floor(s): GROUND FLOOR

Total number of dwelling units at location: 154

Number of dwelling units occupied during construction: 154

Description: FILING FOR SPRINKLER WORK FOR INTERIOR FIT OUT OF OFFICE SPACE ON 1ST FLOOR IN CONJUNCTION WITH ALT2# 440640969.
NO CHANGE IN EGRESS, USE OR OCCUPANCY.

Issued: 05/18/2021

Expires: 10/07/2021

Issued To: MICHAEL CONTOS

Business: BLETSAS PLBNG & HTG
CORP

License No: F-000194



For detailed information regarding this permit, please log on to DOB NOW at www.nyc.gov/buildings.
Call 311 with any questions or complaints.

Borough Commissioner:

Commissioner of Buildings:

Tampering with or knowingly making a false entry in or falsely altering this permit is a crime that is punishable by a fine, imprisonment or both.



Buildings



Work Permit Department Of Buildings

Permit Number: Q00436042-I1-EW-SP

Permit Classification: FIRE PROTECTION SYSTEMS

Address: QUEENS 34-11 BEACH CHANNEL DRIVE

Work on Floor(s): GROUND FLOOR

Total number of dwelling units at location: 154

Number of dwelling units occupied during construction: 154

Description: FILING FOR SPRINKLER WORK FOR INTERIOR FIT OUT OF OFFICE SPACE ON 1ST FLOOR IN CONJUNCTION WITH ALT2# 440640969.
NO CHANGE IN EGRESS, USE OR OCCUPANCY.

Issued: 10/15/2021

Expires: 12/31/2021

Issued To: MICHAEL CONTOS

Business: BLETSAS PLBNG & HTG
CORP

License No: F-000194

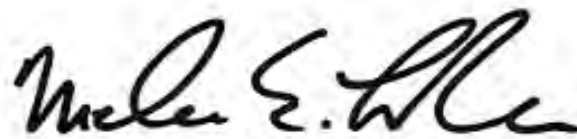


For detailed information regarding this permit, please log on to DOB NOW at www.nyc.gov/buildings.
Call 311 with any questions or complaints.

Borough Commissioner:


Deputy Commissioner

Commissioner of Buildings:



Tampering with or knowingly making a false entry in or falsely altering this permit is a crime that is punishable by a fine, imprisonment or both.



Buildings



Work Permit Department Of Buildings

Permit Number: Q00466964-P1

Issued:

Expires: 09/01/2021

Address: 34-11 BEACH CHANNEL DRIVE 11691

Issued To: ANTHONY CERRITO

Business: A & R ELEC'L MAINT. INC.

License No: 011877

Description: Service Work / Notify Utility General Wiring
COMMERCIAL SPACE



For detailed information regarding this permit, please log on to DOB NOW at www.nyc.gov/buildings.
Call 311 with any questions or complaints.

Borough Commissioner:

A stylized, handwritten signature in black ink, likely belonging to the Borough Commissioner.

Commissioner of Buildings:

A handwritten signature in black ink, likely belonging to the Commissioner of Buildings, Peter Chanler.

Tampering with or knowingly making a false entry in or falsely altering this permit is a crime that is punishable by a fine, imprisonment or both.



Buildings



Work Permit Department Of Buildings

Permit Number: Q00466964-P2

Issued:

Expires: 10/20/2021

Address: 34-11 BEACH CHANNEL DRIVE 11691

Issued To: ANTHONY CERRITO

Business: A & R ELEC'L MAINT. INC.

License No: 011877

Description: Service Work / Notify Utility General Wiring
COMMERCIAL SPACE



For detailed information regarding this permit, please log on to DOB NOW at www.nyc.gov/buildings.
Call 311 with any questions or complaints.

Borough Commissioner:

A stylized, handwritten signature in black ink, likely belonging to the Borough Commissioner.

Commissioner of Buildings:

A handwritten signature in black ink, likely belonging to the Commissioner of Buildings, Peter Chanler.

Tampering with or knowingly making a false entry in or falsely altering this permit is a crime that is punishable by a fine, imprisonment or both.



Buildings



Work Permit Department Of Buildings

Permit Number: Q00435921-I1-PL

Permit Classification: PLUMBING

Address: QUEENS 34-11 BEACH CHANNEL DRIVE

Work on Floor(s): GROUND FLOOR

Total number of dwelling units at location: 154

Number of dwelling units occupied during construction: 154

Description: FILING FOR PLUMBING WORK FOR INTERIOR FIT OUT OF 1ST FLOOR OFFICE SPACE IN CONJUNCTION WITH ALT2# 440640969. NO CHANGE IN EGRESS, USE OR OCCUPANCY.

Issued: 05/18/2021

Expires: 10/07/2021

Issued To: MICHAEL CONTOS

Business: BLETSAS PLBNG & HTG CORP

License No: P-011032



For detailed information regarding this permit, please log on to DOB NOW at www.nyc.gov/buildings.
Call 311 with any questions or complaints.

Borough Commissioner:

Commissioner of Buildings:

Tampering with or knowingly making a false entry in or falsely altering this permit is a crime that is punishable by a fine, imprisonment or both.



Buildings



Work Permit Department Of Buildings

Permit Number: Q00289512-P1

Issued:

Expires: 06/24/2021

Address: 34-11 BEACH CHANNEL DRIVE 11691

Issued To: ANTE KRSLOVIC

Business: LINA ELECTRIC, CORP.

License No: 010379

Description: Service Work / Notify Utility General Wiring
completing work on the electrical service for the building started by others.



For detailed information regarding this permit, please log on to DOB NOW at www.nyc.gov/buildings.
Call 311 with any questions or complaints.

Borough Commissioner:

A stylized, handwritten signature in black ink, likely belonging to the Borough Commissioner.

Commissioner of Buildings:

A handwritten signature in black ink, likely belonging to the Commissioner of Buildings.

Tampering with or knowingly making a false entry in or falsely altering this permit is a crime that is punishable by a fine, imprisonment or both.



Buildings



Work Permit Department Of Buildings

Permit Number: Q00466964-P3

Issued:

Expires: 10/20/2021

Address: 34-11 BEACH CHANNEL DRIVE 11691

Issued To: ANTHONY CERRITO

Business: A & R ELEC'L MAINT. INC.

License No: 011877

Description: Service Work / Notify Utility General Wiring
COMMERCIAL SPACE



For detailed information regarding this permit, please log on to DOB NOW at www.nyc.gov/buildings.
Call 311 with any questions or complaints.

Borough Commissioner:

A stylized, handwritten signature in black ink, likely belonging to the Borough Commissioner.

Commissioner of Buildings:

A handwritten signature in black ink, likely belonging to the Commissioner of Buildings.

Tampering with or knowingly making a false entry in or falsely altering this permit is a crime that is punishable by a fine, imprisonment or both.

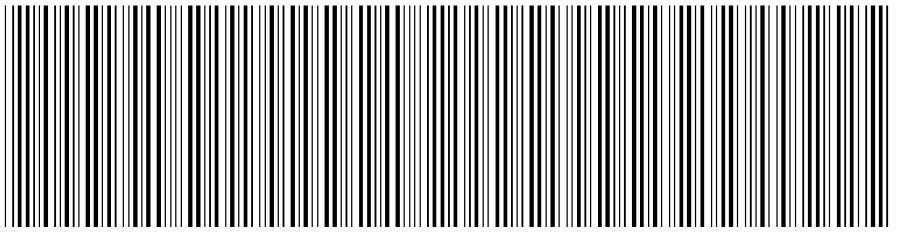
APPENDIX C

LOT CHANGE DOCUMENTATION



**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.



2016091400672001001ECB74

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 77

Document ID: 2016091400672001

Document Date: 04-19-2016

Preparation Date: 09-14-2016

Document Type: CONDO DECLARATION

Document Page Count: 75

PRESENTER:

KENSINGTON VANGUARD
39 WEST 37TH ST TITLE NO. 816688(S-NY-CP-KV)
HOLD/ PICKUP SEARCH NY
NEW YORK, NY 10018
212-532-8686
chrisc@KVNATIONAL.COM

RETURN TO:

JANE ROSENBERG, ESQ.
SEIDEN & SCHEIN, P.C.
570 LEXINGTON AVENUE, 14TH FLOOR
NEW YORK, NY 10022

PROPERTY DATA

Borough	Block	Lot	Unit	Address
QUEENS	15950	14	Entire Lot	34-11 BEACH CHANNEL DRIVE

Property Type: NON-RESIDENTIAL VACANT LAND

Borough	Block	Lot	Unit	Address
QUEENS	15950	1001	Entire Lot	RU1 34-11 BEACH CHANNEL DRIVE

Property Type: SINGLE RESIDENTIAL CONDO UNIT

☒ Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

PARTY 1:

ROCKAWAY SEAGIRT HOUSING DEVELOPMENT
FUND CORP.
C/O NORTHEAST BROOKLYN NEIGHBORHOOD
HDFC, 132 RALPH AVENUE

☒ 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: \$ 421.00

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 09-19-2016 15:07

City Register File No.(CRFN):

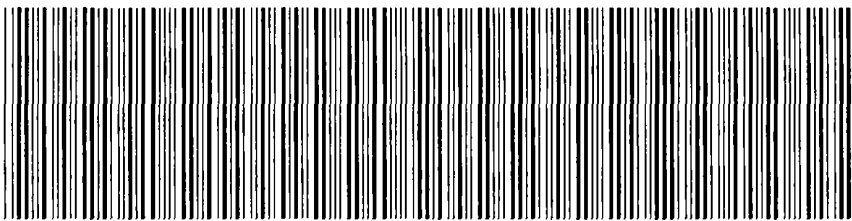
2016000325144



Annette McHill

City Register Official Signature

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**



2016091400672001001CC9F4

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 77

Document ID: 2016091400672001

Document Date: 04-19-2016

Preparation Date: 09-14-2016

Document Type: CONDO DECLARATION

PROPERTY DATA

Borough	Block Lot	Unit	Address
QUEENS	15950 1002 Entire Lot	CU1	34-11 BEACH CHANNEL DRIVE
Property Type: COMMERCIAL CONDO UNIT(S)			
Borough	Block Lot	Unit	Address
QUEENS	15950 1003 Entire Lot	CU2	34-11 BEACH CHANNEL DRIVE
Property Type: COMMERCIAL CONDO UNIT(S)			

PARTIES

PARTY 1:

ROCKAWAY SEAGIRT LIMITED PARTNERSHIP
C/O THE ARKER COMPANIES, 15 VERBENA AVENUE,
SUITE 100
FLORAL PARK, NY 11001



CONDOMINIUM NO. 964

STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

ERIC T. SCHNEIDERMAN
ATTORNEY GENERAL

DIVISION OF ECONOMIC JUSTICE
REAL ESTATE FINANCE BUREAU

Writer's Direct Info:
(212) 416-8111
Laurel.Kean@ag.ny.gov

VIA ELECTRONIC MAIL

June 18, 2015

Jane Rosenberg, Esq.
Seiden & Schein, P.C.
570 Lexington Avenue, 14th Floor
New York, New York 10022

Re: The Beach Channel Senior Residences Condominium
34-11 Beach Channel Drive, Queens, New York
File No. NA15-0090

Dear Ms. Rosenberg:


The Department of Law ("DOL") has reviewed your application for a no-action letter concerning a transaction involving the above premises, submitted on May 19, 2015. The application concerns the creation of a three unit condominium consisting of a residential rental unit, a community facility unit and a commercial unit.

On the basis of the facts and circumstances stated in your letter and supporting documentation, the DOL has determined that it will not take any enforcement action because the described transaction occurs without filing or registration pursuant to Section 352-e and Section 359-e of the General Business Law. We understand that it is your opinion as counsel that the transaction is not subject to those registration and filing requirements.

This position is based solely upon the limited information supplied and representations made in your letter and supporting documentation. Any different set of facts or circumstances might result in the DOL taking a different position. In addition, this letter expresses the DOL's position on enforcement action which could arise from this transaction only, occurring without filing or registration, and does not purport to express any legal conclusion on any subsequent transaction or offering.

The issuance of this letter shall not be construed to be a waiver of or limitation on the Attorney General's authority to take enforcement action for violations of Article 23-A of the General Business Law and other applicable provisions of law.

Very truly yours,


Laurel S. Kean
Assistant Attorney General

CONDOMINIUM NO. 964

DECLARATION OF CONDOMINIUM

Establishing a Plan for Condominium Ownership of Premises located at
34-11 Beach Channel Drive
County of Queens, City and State of New York 11691
Pursuant to Article 9-B of the Real Property Law of the State of New York.

NAME: **THE BEACH CHANNEL SENIOR RESIDENCES CONDOMINIUM**

DECLARANTS: **ROCKAWAY SEAGIRT HOUSING DEVELOPMENT FUND CORP.**
c/o Northeast Brooklyn Neighborhood Housing Development Fund
Corporation
132 Ralph Avenue
Brooklyn, New York 11233

and

ROCKAWAY SEAGIRT LIMITED PARTNERSHIP
c/o The Arker Companies
15 Verbena Avenue, Suite 100
Floral Park, New York 11001

**DATE OF
DECLARATION:** April 19, 2016

The land affected by the within instrument lies in Tax Block 15950
formerly known as Lot 14 on the Tax Map of the Borough of Queens,
County of Queens, City and State of New York.

Now known as: Lot 1001 (Residential Unit)
Lot 1002 (Commercial Unit)
Lot 1003 (Community Facility Unit)

Record and Return to:

Jane Rosenberg, Esq.
SEIDEN & SCHEIN, P.C.
570 Lexington Avenue, 14th Floor
New York, New York 10022
(212) 935-1400

INDEX TO DECLARATION

<u>Article</u>	<u>Title</u>	<u>Page</u>
1.	Definitions.....	1
2.	Submission of the Property.....	1
3.	The Land.....	1
4.	The Property.....	2
5.	The Building.....	2
6.	The Units.....	2
7.	Dimensions of Units.....	3
8.	Common Elements	4
9.	Use of Building and Units.....	6
10.	Changes to the Units and Limited Common Elements.....	6
11.	Person to Receive Service.	8
12.	Determination of Percentage Interests in Common Elements.....	8
13.	Encroachments.....	8
14.	Access to Common Elements.....	9
15.	Easements and Name of Condominium.....	9
16.	Power of Attorney.....	12
17.	Covenants Running with the Land.....	12
18.	Amendments to Declaration.....	13
19.	Termination of Condominium.....	14
20.	Units Acquired by the Condominium Board.....	14
21.	Waiver.....	14
22.	Captions.....	14
23.	Certain References.....	15
24.	Severability.....	15
25.	Covenant of Further Assurances.....	15
26.	Successors and Assigns.....	15
27.	Incorporation by Reference.....	16

Exhibits

A.	Description of the Land
B.	Description of the Units
C.	Definitions
D.	By-Laws

**DECLARATION
OF
THE BEACH CHANNEL SENIOR RESIDENCES CONDOMINIUM**

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

ROCKAWAY SEAGIRT HOUSING DEVELOPMENT FUND CORP. ., a New York not-for-profit corporation, having an office c/o Northeast Brooklyn Housing Development Fund Corporation, 132 Ralph Avenue, Brooklyn, New York 11233 (the "HDFC") and ROCKAWAY SEAGIRT LIMITED PARTNERSHIP, a New York limited partnership, having an office c/o The Arker Companies, 15 Verbena Avenue, Suite 100, Floral Park, New York 11001 (collectively, "Declarant"), does hereby declare as follows:

Declarant hereby establishes a plan for condominium ownership of the premises known as 34-11 Beach Channel Drive, Far Rockaway, Queens, New York 11691.

ARTICLE 1

DEFINITIONS

All capitalized terms used in this Declaration (hereinafter referred to as the "Declaration") that are not otherwise defined in the Articles hereof will have the meanings set forth in Exhibit C annexed hereto, unless the context in which they are used will otherwise require. Each of the capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

ARTICLE 2

SUBMISSION OF THE PROPERTY

2.1 Declarant hereby submits the Land and Building (each as hereinafter defined), all other improvements erected and to be erected thereon, all easements, rights and appurtenances belonging thereto and all other property, real, personal or mixed, intended for use in connection therewith (collectively, the "Property") to the provisions of Article 9-B of the Real Property Law of the State of New York (the "Condominium Act") and pursuant thereto does hereby establish a condominium to be known as "The Beach Channel Senior Residences Condominium" (the "Condominium").

2.2 Attached to this Declaration and made a part hereof are the by-laws of the Condominium which set forth detailed provisions governing the operation, use and occupancy of the Condominium (said by-laws, as may be amended from time to time, are hereinafter referred to as the "By-Laws"). All capitalized terms which are not separately defined herein or in the By-Laws shall have the respective meanings ascribed thereto in Exhibit C annexed hereto.

ARTICLE 3

THE LAND

Included in the Property is all that certain tract, plot, piece and parcel of land (the "Land") situate, lying and being in the County of Queens, City and State of New York, commonly known as 34-11 Beach Channel Drive, Far Rockaway, Queens, New York 11691 and more particularly described in Exhibit A annexed hereto and made a part hereof. The record and legal and beneficial title to the Land is owned by Declarant. The Land has an area of approximately 36,355.10 square feet.

ARTICLE 4

THE PROPERTY

4.1 Included in the Property shall be one (1) building (the "Building") consisting of one (1) residential unit containing 154 residential apartments and parking (the "Residential Unit"), one (1) commercial unit with parking (the "Commercial Unit") and one (1) community facility unit with parking (the "Community Facility Unit"). The Residential Unit, the Commercial Unit and the Community Facility Unit are sometimes hereinafter, collectively, referred to as the "Units" and individually as a "Unit."

4.2 The beneficial owner of the Residential Unit is herein called the "Residential Unit Owner." The beneficial owner of the Commercial Unit is herein called the "Commercial Unit Owner." The beneficial owner of the Community Facility Unit is herein called the "Community Facility Unit Owner." The Residential Unit Owner, the Commercial Unit Owner and the Community Facility Unit Owner are, collectively, referred to herein as the "Unit Owners" and individually as a "Unit Owner."

ARTICLE 5

THE BUILDING

The Building shall be a single structure consisting of the first through seventh floors. The Building shall have reinforced concrete foundation walls. Structural system above will consist of concrete plank for the floor system and concrete masonry unit walls and steel vertical columns at the first floor. The Building shall have a main roof level over the seventh floor (the "Main Roof"), and roofs over portions of (1) the sixth floor, including an outdoor recreation area; (2) the first floor, including an outdoor recreation area; and (3) the stair and boiler room bulkheads above the Main Roof. The Residential Unit shall consist of approximately 12,232 square feet of space from the first floor through the Main Roof level. The Commercial Unit shall consist of approximately 4,500 square feet of space on the first floor, and the Community Facility Unit shall consists of approximately 4,500 square feet of space on the first floor.

ARTICLE 6

THE UNITS

6.1 Exhibit B annexed hereto and made a part hereof sets forth the following data with respect to each Unit necessary for the proper identification thereof: (i) its Unit designation; (ii) its tax lot number; (iii) its permitted use; (iv) the floor(s) of the Building on which such Unit is located and the approximate square footage of the floor area of the portion of each such floor occupied by such Unit; (v) the approximate square foot area of the Limited Common Elements appurtenant to the Unit; and (vi) the percentage interest in the Common Elements appurtenant to such Unit. The location of each Unit is shown on the floor plans of the Building (the "Floor Plans") certified by Aufgang Architects, LLC, 74 Lafayette Avenue, Suite 301, Suffern, NY 10901 on October 16, 2015, approved by the Tax Map Unit of the City of New York and filed in the Office of the Register of the City of New York, Queens County (the "Register's Office") immediately following the recording of this Declaration.

6.2 Each Unit includes, and each Unit Owner shall be responsible for the maintenance and repair of its Unit and all facilities contained therein, affixed or appurtenant thereto and/or exclusively serving such Unit or the residents thereof including, without limitation, entrance doors to the Unit, hallways within the Unit, and all windows and window frames. Additionally, each Unit Owner shall be responsible for the interior walls and partitions, interior stairways, flooring, floor coverings, and plastered or sheetrocked ceilings affixed, attached or appurtenant to such Unit, smoke detectors, carbon monoxide detectors, all plumbing, gas and heating, ventilating and air-conditioning fixtures, and equipment such as refrigerators, dishwashers, heating,

ventilating and air conditioning units (“HVAC”), heating equipment, ranges and other appliances as may be affixed, attached or appurtenant to such Unit and serving such Unit exclusively. Plumbing, gas, and heating fixtures and equipment as used in the preceding sentence shall include exposed gas and water pipes from branch or fixture shut-off valves attached to such fixtures, appliances and equipment and the fixtures, appliances and equipment to which they are attached, and any special pipes or equipment which a Unit owner may install within a wall or ceiling, or under the floor, but shall not include gas, water or other pipes, conduits, wiring or ductwork within the walls, ceilings or floors. Each Unit shall also include (i) all lighting and electrical fixtures and appliances within the Unit, and (ii) any special equipment, fixtures or Facilities (as hereinafter defined) affixed, attached or appurtenant to the Unit by a Unit Owner, to the extent located within a Unit and serving or benefiting only that Unit, including, but not limited to, any delivery entrances servicing a Unit.

6.3 Notwithstanding anything contained in this Article 6 or the By-Laws to the contrary, each Unit Owner will have the right, exercisable at any time, to install, at such Unit Owner’s sole cost and expense, decorations, fixtures and coverings (including, without limitation, painting, finishing and wall to wall carpeting) on the surfaces of the walls, ceilings and floors within the interior of such Unit Owner’s Unit provided that no such installation shall impair the structural integrity of and mechanical and electrical systems in such Unit or the Building.

6.4 The Residential Unit shall consist of the following:

6.4.1 Recreation room on the first floor, residential services areas on the first floor, bicycle storage room, residential lobbies, mail boxes, trash compactor rooms, refuse rooms, super’s apartment, boiler room, elevators #1 and #2 and elevator lobbies, vestibules, all stairs and stair landings, lounge (indoor recreation room) on the second floor, laundry rooms on the second, third and fourth floors and a portion of the parking area on the first floor, as shown on the Floor Plans.

6.4.2 Electric meters and panels, electric closets, feeders, risers and Facilities, water meters, gas meters and other utility meters and cables, if any, serving or benefiting exclusively the Residential Unit;

6.4.3 Kitchen, bathroom and dryer exhaust ducts, corridor and Residential Unit supply air ducts, if any, stem lines supply and return for heating, water pressure reducing valve system, and all other Facilities in the floors and ceilings serving or benefiting exclusively the Residential Unit;

6.4.4 CATV riser and all other Facilities located in the Property serving or benefiting exclusively the Residential Unit, to the extent the same are not owned by a third party.

6.5 The Commercial Unit shall consist of the commercial space on the first floor and its entrances, as shown on the Floor Plans.

6.6 The Community Facility Unit shall consist of the two (2) community facility spaces on the first floor and their entrances, as shown on the Floor Plans.

6.6 As of the date of the filing of this Declaration with the Register’s Office, nominal fee title in and to the Units shall automatically vest in the HDFC and all of the equitable and beneficial title in and to the Units shall automatically vest in Rockaway Seagirt Limited Partnership with respect to all Units, individually and collectively, without the need to execute specific and particular deeds or indentures for each and every Unit subject to the terms and conditions of that certain Declaration of Interest and Nominee Agreement by and between Rockaway Seagirt Limited Partnership and the HDFC dated as of April 20, 2015 and recorded in the Registers Office on May 5, 2015 under CRFN No. 2015000151370, as amended and restated by Amended and Restated Declaration of Interest and Nominee Agreement dated as of June 25, 2015 and recorded in the Register’s Office on August 7, 2015 under CRFN No. 2015000273089.

ARTICLE 7

DIMENSIONS OF UNITS

Each Unit shall consist of the space measured horizontally from the outside face of the exterior structural walls to the outside face of the opposite exterior structural walls (perimeter columns and perimeter mechanical pipes are not deducted) or from center lines of interior party walls to face of exterior walls. Each Unit will consist of the area measured vertically from the underside of the concrete floor to the exterior surface of the roof.

ARTICLE 8

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

8.1 The common elements of the Condominium (the “Common Elements”) consist of the entire Property, including the Land and all parts of the Building and improvements thereon other than the Units. The Common Elements include, but are not limited to, those rooms, areas, corridors, spaces and other parts of the Building and all Facilities (as defined below) therein for the common use of the Units or which are necessary or convenient for the existence, maintenance or safety of the Property. The “General Common Elements” are appurtenant to, serve and benefit all Units to the extent of such Unit’s percentage share of the Common Elements as set forth on Exhibit B. The General Common Elements are for the common use of all Units. The Common Elements of the Condominium that serve or benefit exclusively one or more, but not all, of the Units or the Units Owners are called “Limited Common Elements.” Common Elements that serve or benefit exclusively the Residential Unit or the Residential Unit Owner are called “Residential Limited Common Elements.” Common Elements that serve or benefit exclusively the Commercial Unit or the Commercial Unit Owner are called “Commercial Limited Common Elements.” Common Elements that serve or benefit exclusively the Community Facility Unit or the Commercial Unit Owner are called “Community Facility Limited Common Elements.” The term “Limited Common Element” as used herein shall refer generally to the Residential Limited Common Elements and the Commercial Limited Common Elements and the Community Facility Limited Common Elements.

8.2 As used in this Declaration, the word “Facility” or “Facilities” includes, but is not limited to, the following items (grouped more or less functionally) which are set forth only for purposes of illustrating the broad scope of that term: system, equipment, apparatus, convertor, radiator, heater, heat exchanger, mechanism, device, machinery, motor, pump, control, tank or tank assembly, insulation, induction unit, condenser, compressor, cooling tower, fan, damper, blower, thermostat, thermometer, coil, vent, sensor, shut-off valve or other valve, gong, panel, receptacle, outlet, relay, alarm, sprinkler head, electric distribution facility, wiring, wireway, switch, switchboard, circuit breaker, transformer, fitting, siamese connection, hose, plumbing fixture, lighting fixture, other fixture, bulb, sign, telephone, meter, meter assembly, scaffolding, piping, line, duct, conduit, cable riser, main shaft, pit, flue, lock or other hardware, rack, screen, strainer, trap, drain, catch basin, leader, filter, canopy, incinerator, closet, cabinet, door, railing, coping, step, furniture, mirror, furnishing, appurtenance, urn, basket, mail box, tree, shrubbery, flower or other planting and horticulture tub, box or planter, valves and meter to separate utilities, fire pump, smoke evacuation fans, stair pressurization fans, booster pump, and emergency generator.

8.3 The Common Elements will remain undivided, and no Unit Owner or other person will bring or will have the right to bring any action for partition or division thereof except as may be specifically provided for herein and in the By-Laws.

8.4 The General Common Elements consist of the following:

8.4.1 The Land (as more particularly described in Exhibit A attached to this Declaration), together with all easements, rights and privileges appurtenant thereto.

8.4.2 Any of the following: all foundations, footings, columns, girders, beams, supports, bearing walls; the exterior walls of the Building, or, where applicable, those portions of the exterior walls beyond the interior face of the exterior wall; those portions of the walls and partitions separating one Unit from another Unit or from public corridors, stairs, elevators, mechanical equipment spaces or any Common Elements not within such Unit, located beyond the center line of such walls or partitions; concrete floor slabs and any metal decking; any support beams and joists, including any framing attached to such joists from which the drywall ceiling of the Unit below is attached;

8.4.3 The electrical system of the Building, including all electrical risers, feeders, lines and equipment, including incoming service, main switch changer and distribution panel boards, conduits, wires, meters, transformers and panel boards, which provide service to all Units;

8.4.4 The water and sewer systems of the Building including all mains, pipes, pumps, fixtures, equipment and Facilities used for the distribution of water or sewage, all vertical risers comprising a part of the sprinkler system and any horizontal sprinkler system lines which provide service to all Units;

8.4.5 All storm and sanitary sewer equipment and pipes (including ventlines, ejectors, interceptors, filters and valves) which service all Units;

8.4.6 The exhaust systems of the Building, excluding any portions located within a Unit and/or its appurtenant Common Element or Limited Common Elements and/or serving only that Unit and/or its appurtenant Common Element or Limited Common Elements;

8.4.7 All other Facilities the common use of which is necessary or convenient for the existence, maintenance or safety of the Building, including, without limitation, shafts, ducts and fire safety equipment, and including the standpipe or other vertical portions of the sprinkler systems and horizontal portions of the sprinkler system serving a Unit, exclusive of Facilities that constitute part of a Unit or Limited Common Elements and also specifically excluding any such items to the extent same are (a) installed by a Unit Owner, or (b) exclusively serve one Unit, or (c) specifically made or defined to be a part of a Unit, or (d) specifically excluded from the General Common Elements by other provisions of this Declaration. The phrase "installed by a Unit Owner" as used in this subparagraph shall be deemed to mean installed by one or more Unit Owner(s), but not by or on behalf of the Condominium Board.

8.4.8 The gas meter room, the electric meter room, the water meter room, the fire pump room, the booster pump room, the telecommunications room, and certain corridors on the first floor, as shown on the Floor Plans;

8.4.9 The roofs over the 6th floor except for the "Outdoor Recreation Area," as shown on the Floor Plans;

8.4.10 The Main Roof (i.e., the roof over the 7th floor, as shown on the Floor Plans;

8.4.11 The emergency generator on the Main Roof and its associated Facilities;

8.4.12 The stair bulkheads and the boiler room bulkhead; and

8.4.13 All other Facilities in the Building which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of all of the Units and are not a part of any of the Units or the Limited Common Elements.

8.5 The Residential Limited Common Elements consist of the following:

8.5.2 A portion of the parking area on the first floor, as shown on the Floor Plans;

- 8.5.3** Roof over the first floor (both the areas designated on the Floor Plans as “Outdoor Recreation Area” and “Non-Occupied Roof Area,” including the pavers or other surface material of such roof and fences or other dividers, and railings located on such roof;
- 8.5.4** Roof over the 6th floor designated on the Floor Plans as “Outdoor Recreation Area,” including the pavers or other surface material of such roof and fences or other dividers, and railings located on such roof; and
- 8.5.5** All other Facilities exclusively serving the Residential Unit and not a part of the Units, the General Common Elements, the Commercial Limited Common Elements or the Community Facility Limited Common Elements and which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the Residential Unit.

8.6 The Commercial Limited Common Elements consist of (i) a portion of the parking area on the first floor, as shown on the Floor Plans, and (ii) all Facilities exclusively serving the Commercial Unit which are not a part of the Units, the General Common Elements, the Residential Limited Common Elements or the Community Facility Limited Common Elements, and which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the Commercial Unit.

8.7 The Community Facility Limited Common Elements consist of (i) a portion of the parking area on the first floor, as shown on the Floor Plans, and (ii) all Facilities exclusively serving the Community Facility Unit which are not a part of the Units, the General Common Elements, the Residential Limited Common Elements or the Commercial Limited Common Elements, and which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the Community Facility Unit.

ARTICLE 9

USE OF BUILDING AND UNITS

9.1 The residential apartments in the Residential Unit may be used for any lawful residential use, subject to the provisions of the HPD/HDC Regulatory Agreement. Upon the expiration or termination of the HPD/HDC Regulatory Agreement and/or any applicable tax exemption benefit requiring the use of the Residential Unit for residential purposes, the Residential Unit Owner shall have the right, without the vote or consent of the Condominium Board, the other Unit Owners or the Mortgage Representatives, if any, to amend the Certificate of Occupancy at such Residential Unit Owner’s sole cost and expense, to provide that the Residential Unit may be used for any lawful purpose which is lawful at the time such amendment is made.

9.2 The Commercial Unit may be used only for commercial purposes, subject to all Laws and the certificate of occupancy in effect at the time.

9.3 The Community Facility Unit may be used only for community facility purposes, subject to all Laws and the certificate of occupancy in effect at the time.

9.4 Notwithstanding anything to the contrary contained in this Declaration or in the By-Laws, the Units may not be used, in whole or in part, for any of the following uses:

- (i) adult book store or pornographic use, massage parlor, adult theater, peep show;

- (ii) betting parlor, gambling casino, or gambling establishment;
- (iii) penny arcades, video arcades and similar amusement-type establishments;
- (iv) any obscene or pornographic purposes or for any use that is primarily concerned with lewd or prurient sexual activity; or
- (v) drug or alcohol treatment center, temporary shelter for homeless persons or an AIDS treatment center or a facility treating or providing temporary or transitional housing for criminal or mentally disturbed persons; or
- (vi) any establishment that derives the majority of its revenue from the sale of liquor, including, without limitation, a disco, night club, cocktail lounge, a store, the principal business of which is the sale of alcoholic beverages for consumption off site, or bar; or
- (vii) funeral parlor, tattoo parlor, or on-site dry cleaning facility (pick up and drop off only is a permitted use).

9.4 All Units must be used in compliance with the then existing certificate of occupancy for the Building, the HPD/HDC Regulatory Agreement, all applicable Laws, this Declaration, the By-Laws and the Rules and Regulations.

ARTICLE 10

CHANGES TO UNITS AND LIMITED COMMON ELEMENTS

10.1 Subject to any applicable Laws and the provisions of this Declaration and the By-Laws, the Rules and Regulations, the HDC/HPD Regulatory Agreement, the HDC Mortgages, and any future Permitted Mortgages in effect, each Unit Owner shall have the right, at its sole cost and expense, without the vote or consent of the Condominium Board or the other Unit Owners, to (a) make any Alterations in, to and upon such Unit Owner's respective Units, except as otherwise provided in Sections 10.3 and 10.4 below; (b) change the layout or number of apartments, rooms, stores, or other spaces, as applicable in their respective Units from time to time; (c) change their respective Units, by subdividing the same into any desired number of Units, combining any Units resulting from a subdivision or otherwise or altering the boundary walls between those Units and/or Limited Common Elements, provided, however, that for so long as the HDC/HPD Regulatory Agreement is in effect or the HDC Mortgages are outstanding, no such change shall be made to any Unit without HDC's (and, if the HDC First Mortgage is assigned, such successor's) prior written consent; (d) designate their respective Limited Common Elements as part of a newly created Units or designate all or part of their respective Unit as newly created Limited Common Elements, and (e) if appropriate, reapportion among the newly created Units resulting from a subdivision or otherwise their percentage interests in the Common Elements which shall be based on floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit, and provided that in no case may such reapportionment result in a greater percentage of the applicable Common Interest for the total of the new Units than existed for the original Unit(s) and no such reapportionment shall reduce the aggregate percentage interest of such Unit(s) that existed prior to such reapportionment. Notwithstanding the foregoing, (i) the percentage interest in the Common Elements of any Unit shall not be changed unless the owner of the respective Unit(s) shall consent thereto; (ii) the Unit Owner(s) shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Condominium Board and all other Unit Owners harmless from any actual (but not consequential or punitive) damages or liability arising therefrom in writing before taking any such action and (iii) no such reapportionment shall reduce the aggregate percentage interest of such Unit(s) than existed prior to such reapportionment. Notwithstanding the

other provisions of this Article 10, no reapportionment of the interests in the Common Elements appurtenant to any Unit(s) shall be made unless there is first delivered to the Condominium Board a written certification stating that the percentage interests of the respective affected Unit(s) in the Common Elements, immediately after such reapportionment, will be based upon the floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit(s), the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit(s). The certification referred to in the preceding sentence shall be delivered by an independent duly licensed real estate broker to the Condominium Board. The provisions of this Article 10 may not be added to, amended, modified or deleted without the prior written consent of the affected Unit Owner(s) and the Permitted Mortgagees of such Unit.

10.2 Any Unit Owner who desires to make any Alterations described in this Article 10 shall to the extent required by applicable law (a) obtain a new certificate of occupancy and amendments thereto for the Building in connection with such Alterations; and (b) amend this Declaration, the Floor Plans and any such other documents as may be necessary to effectuate such Alterations and to meet the requirements of Article 9-B of the New York Real Property Law. The amendment to the Declaration and other documents may be executed by the Condominium Board on behalf of all Unit Owners. All costs of preparation and recording and the filing of the revised Floor Plans in connection therewith shall be the obligation of the respective Unit Owner making such Alteration.

10.3 Any amendment made pursuant to this Article shall in no event (a) change the percentage of Common Interest of any Unit unless the Owner of such other affected Unit shall consent thereto; (b) require a physical modification of any other Unit unless the owner of such other affected Unit shall consent thereto; or (c) adversely affect the priority or validity of the lien of any mortgage encumbering an affected Unit unless the Unit Owner and each Permitted Mortgagee of such Unit shall consent thereto by joining in the execution of such amendment.

10.4 Notwithstanding anything to the contrary contained in Article 10 of this Declaration or in the By-Laws, a Unit Owner shall not make any Alterations that (a) would adversely affect the structure of the Building; (b) affect the exterior of the Building; (c) would require a change in the certificate of occupancy or costs in excess of \$100,000 (including all related projects); or (d) affect the plumbing, electrical, mechanical or other utility or operating systems of the Building, without the prior written consent of the (i) Condominium Board, which consent shall not be unreasonably withheld, conditioned or delayed, and (ii) HDC, for so long as the HDC Mortgages remain outstanding.

10.5 Notwithstanding anything to the contrary contained in Article 10 of this Declaration or in the By-Laws, a Unit Owner shall not make any Alterations that (a) change the percentage of Common Interest of any other Unit not then owned by the Unit Owner(s) conducting such Alterations unless said Unit Owner of such other affected Unit shall consent thereto; (b) require a physical modification of any other Unit not then owned by the Unit Owner conducting the Alterations unless the owner of such other affected Unit shall consent thereto; or (c) adversely affect the priority or validity of the lien of any Permitted Mortgage encumbering an affected Unit unless the Unit Owner and the Permitted Mortgagee of such Unit shall consent thereto.

10.5 The Unit Owner(s) shall comply with Section 6.11 of the By-Laws in making Alterations to their respective Unit(s).

10.6 Each Unit Owner shall indemnify and hold harmless the Condominium Board and the other Unit Owner from and against all damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees and disbursements) resulting from the Alterations performed by such Unit Owner(s) pursuant to Article 10 of this Declaration.

ARTICLE 11

PERSON TO RECEIVE SERVICE

The Secretary of State of the State of New York is hereby designated to receive service of process in any action which may be brought against the Condominium, or a Unit Owner. A copy of notice of process in any action which may be brought against the Condominium shall be served on the President of the Condominium at the office of the Condominium.

ARTICLE 12

DETERMINATION OF PERCENTAGE INTERESTS IN COMMON ELEMENTS

Each Unit Owner shall have the percentage interest in the Common Elements as are set forth on Exhibit B attached hereto. The percentage interests of each Unit in the Common Elements has been based upon the floor area of the Unit, subject to the location of the Unit, and the additional factors of relative value to other Units in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit. .

ARTICLE 13

ENCROACHMENTS

If any portion of the Common Elements encroaches upon any Unit, or if any Unit encroaches upon any other Unit or upon any portion of the Common Elements, then in such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building or the affected Unit or Common Elements shall stand, provided that the creation of such encroachment was not intentional and does not materially impair the utilization of the portion of the Building encroached upon for its intended and assigned purposes. If any encroachment shall occur as a result of (a) settling or shifting of the Building, (b) any alteration, repair or restoration of the Common Elements made by or with the consent (when required by the By-Laws) of the Condominium Board or made by a Unit Owner in accordance with this Declaration or the By-Laws, or (c) any alteration, repair or restoration of the Building (or any portion thereof) or of any Unit or the Common Element after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of the Building (or any portion thereof), a Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same as long as the Building or the affected Unit or Common Elements shall stand.

ARTICLE 14

ACCESS TO COMMON ELEMENTS

14.1 Each Unit Owner shall have an easement, in common with all other Unit Owners to use, inspect, maintain, construct, repair, alter or replace all Common Elements, located in the Building, including those located in any of the other Units or elsewhere on the Property, which serve such Unit Owner's Unit, including an easement to connect to existing utilities including, but not limited to utilities for gas, electricity, and steam. Each Unit shall be subject to an easement in favor of the other Unit Owners to use, maintain, repair, alter, restore or replace any and all Common Elements located in such Unit or elsewhere on the Property that serve the other Units. In addition, the Condominium Board or its agents, to the extent the Condominium Board is permitted to act by the By-Laws for such purposes, shall have a right of access to all General Common Elements, all Limited Common Elements, each Unit and any Common Elements appurtenant thereto to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Property.

14.2 All easements and rights of access, inspection, maintenance, (including painting and

decorating) and/or repair and/or replacement as described in this Article 14 or elsewhere in this Declaration or the By-Laws shall be exercised in such a manner, to the extent practicable, as will not unreasonably interfere with the normal conduct of business of the Unit Owner and the Occupant Parties of such Units being accessed. Such entries shall be permitted on not less than three (3) days' notice to the affected Unit Owner whose Units are to be accessed, except that no notice will be necessary in the case of an Emergency. Each Unit Owner shall have the right to accompany members of the Condominium Board during any inspection of such Unit and in connection with any maintenance, repair or replacement of Common Elements contained therein or elsewhere in the Property, except in the case of Emergencies.

14.3 The Board shall, if any question arises, determine the purpose for which a Common Element is intended to be used. The Board shall have the right to regulate access to Common Elements and to promulgate rules and regulations scheduling the use of Common Elements, and limiting the use of Common Elements to Unit Owners, their tenants, licensees, invitees, clients, guests and employees, as well as providing for the exclusive use of a Common Element by a Unit Owner and such Unit Owner's guests, for special occasions (for example and without limitation, licensing a portion of the amenity space to a Unit Owner or tenant of an apartment to host an event for several hours on a particular day). Such use may be conditioned upon, among other things, the payment by the Unit Owner (or other Person or entity) seeking such use, of such assessment or license fee as may be established by the Condominium Board for the purpose of defraying the costs of such use, provided, however, such assessment or license fee shall be consistent with policies and procedures adopted by the Board and shall be consistently applied to all Unit Owners and all tenants of all apartments, as set forth in Section 2.2 of the By-Laws, and provided further, as set forth in Section 2.2 of the By-Laws, the Board may not enact rules or regulations or perform any act that would discriminate against any Unit Owner or the tenants of that Owner's Unit in connection with the same except as otherwise provided in the HDC/HPD Regulatory Agreement.

ARTICLE 15

EASEMENTS AND NAME OF CONDOMINIUM

15.1 Except as otherwise set forth in this Declaration, each Unit Owner shall have, in common with all other Unit Owners, an easement for the use of the General Common Elements and any Facilities located therein, including, but not limited to, such easement as shall be necessary to operate, maintain, repair, rebuild, restore and replace, as necessary, such Unit Owner's Unit such right to be perpetual and appurtenant to ownership of the Unit. Each Unit Owner that has an interest in any Limited Common Elements shall have, in common with the other Unit Owners that have an interest in such Limited Common Elements, an easement for the exclusive use of such Limited Common Elements and the Facilities located therein, including, but not limited to, such easement as shall be necessary to operate, maintain, repair, restore and replace as necessary, such Unit Owner's Unit, such right to be perpetual and appurtenant to ownership of the Unit.

15.2 Each Unit Owner and its Occupant Parties shall have, in common with all the other Unit Owners, an easement for ingress and egress through the other Units for the use of any Common Element, to the extent necessitated by an emergency, including but not limited to, an easement for emergency access through and over the fire stairs and fire exits in the Building.

15.3 The Condominium Board and its Managing Agent and any person authorized by the Condominium Board shall have, and each Unit shall be subject to, an easement (a) to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace the General Common Elements located in, over, under, through or upon any Unit or any Limited Common Element, or elsewhere on the Property, (b) inspect the General Common Elements and to remove violations therefrom, and (c) to maintain any encroachment on any Unit or Limited Common Element resulting from the repair, alteration, rebuilding, restoration or replacement of the General Common Elements or provided that access to any Unit or Limited Common Element in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere, to the

extent practicable, with the use of the Units or Limited Common Elements, as the case may be, for their permitted purposes. Such entry shall be permitted on not less than three (3) days' notice to the Unit Owner and the occupants of such Unit, except that no notice will be necessary in the case of an Emergency.

15.4 Each Unit Owner shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of each other and the Common Elements.

15.5 The Residential Unit Owner shall, to the extent permitted by Law, have an easement and right, without the consent of the Condominium Board, to erect, install, maintain, repair and replace from time to time one or more signs on the façade of the Building and any awnings, canopies or other protrusions extending from the façade or signs on the Property, for the purpose of advertising the leasing of any dwelling apartment or for any other purpose, provided that such signs, awnings and canopies shall be installed only on the portion of the façade appurtenant to the Residential Unit and shall not interfere with the other Units or obstruct the signage, windows, doors, entrances or storefronts of any of their Occupant Parties. Notwithstanding anything to the contrary contained herein, no sign shall be installed by the Residential Unit Owner, Declarant or the Condominium Board that (i) is pornographic, or (ii) contains neon or flashing lights. All such signs, awnings, canopies and other protrusions shall be installed in accordance with and shall comply with all Laws and the Rules and Regulations and kept clean and in good order and repair and appearance at the sole cost and expense of the Residential Unit Owner including the cost for any necessary permits for same.

15.6 The Commercial Unit Owner and the Community Facility Unit Owner shall each have, to the extent permitted by Law, an easement and right, without the consent of the Condominium Board, to erect, install, maintain, repair and replace from time to time one or more signs on the façade of the Building and any awnings, canopies or other protrusions extending from the façade or signs on the Property, for the purpose of advertising the providing of any service which constitutes a legal use by an Occupant Party of all or any portion of the Commercial Unit or the Community Facility Unit, as applicable, and the leasing of any space in the Commercial Unit or the Community Facility Unit, as applicable, for a legal use, provided that such signs, awnings and canopies shall be installed only on the portion of the façade appurtenant to the Commercial Unit or the Community Facility Unit, as applicable and shall not interfere with the other Units or obstruct the signage, windows, doors, entrances or storefronts or any of their Occupant Parties. Notwithstanding anything to the contrary contained herein, no sign shall be installed by the Commercial Unit Owner, the Community Facility Unit Owner, Declarant or the Condominium Board that (i) is pornographic or (ii) contains neon or flashing lights. All such signs, awnings, canopies and other protrusions shall be installed in accordance with and shall comply with all Laws and the Rules and Regulations and kept clean and in good order and repair and appearance at the sole cost and expense of the Commercial Unit Owner or the Community Facility Unit Owner, as applicable, including the cost for any necessary permits for same.

15.7 Each Unit Owner shall, to the extent permitted by law, have an easement to use, maintain, repair and replace (i) all mechanical equipment and associated piping and controls; (ii) all electrical risers, feeders, lines and equipment, including incoming service, main switch changer and distribution panel boards, conduits, wires, meters, transformers and panel boards; (iii) all storm and sanitary sewer equipment and pipes (including vent lines, ejectors, interceptors, filters and valves); (iv) all other Facilities of the Building (including shafts, pipes, wiring, ducts, vents, flues, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of its Unit now or in the future; provided that access in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere, to the extent practicable, with the use of the Units for their permitted purpose including occupancy of any portion thereof.

15.8 Each Unit Owner shall have an easement to use and maintain, repair and replace the sidewalk in front of its Unit for purposes permitted by Law.

15.9 The Condominium Board and the Residential Unit Owner shall have the right to grant such additional electric, gas, telephone, internet, cable, television, satellite, water, storm drainage, sewer, steam, ventilation or other easements for utilities or services or otherwise or relocate any easements in any portion of the Property, as the Condominium Board or the Residential Unit Owner shall deem necessary or desirable for the proper operation and maintenance of the Building or any portion thereof, or for the general health or welfare of the Unit Owners or the tenants and Occupant Parties of the Residential Unit, provided that the grant or relocation of any such easements shall not (i) unreasonably interfere with the use of any of the Units for their permitted purposes; (ii) adversely affect the rights of any Unit Owner or its Occupant Parties; (iii) increase any insurable risk or materially increase the cost of any insurance premium for any Unit Owner or its Occupant Parties; or (iv) result in the imposition of any mechanic's liens against any of the Units. Any company providing the utilities or services and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of the aforementioned easements in order to install, maintain, operate, repair, replace and service such utilities and services, provided such right of access shall be exercised in such manner as shall not unreasonably interfere with the normal use and enjoyment of the Unit by the Unit Owner or the Occupant Parties of such Unit or with the use of the Unit(s), or Limited Common Elements, for their permitted purposes. Such entry shall be permitted on not less than one (1) days' notice to the affected Unit Owner(s) and its/their respective Occupant Parties, except that no notice is necessary in the case of an Emergency. Any dispute between Unit Owners with respect to whether such additional utilities or relocation of existing utilities by the Residential Unit Owner will prevent or unreasonably interfere with such other Unit Owner's or its Occupant Parties' tenancy or occupancy, shall be settled by Arbitration, which Arbitration shall be determined on the basis of what is in the best interests of the Condominium.

15.10 The Residential Unit Owner only shall have an easement (a) to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace satellite dishes and similar equipment on the General Common Elements, and the conduit and Facilities relating thereto, and to retain any and all income derived therefrom, and (b) to maintain any encroachment on any Units or any General Common Elements or Limited Common Elements, or elsewhere on the Property resulting from the installation, operation, maintenance, alteration, rebuilding, restoration or replacement thereof. Neither the Condominium Board nor any other Unit Owners shall be entitled to any portion of fees, compensation or other profits received by such Residential Unit Owner, its designees, assignees or licensees for the use of the aforesaid easements or equipment. Any satellite dish or other Facilities installed on the General Common Elements by the Residential Unit Owner, its designees, assignees or licensees, shall remain their property, and neither the Condominium Board nor other Unit Owners shall have any rights with respect thereto. The Residential Unit Owner shall (i) maintain such equipment in good order and condition; (ii) ensure that such equipment complies with all applicable laws, orders, rules and regulations; and (iii) indemnify and hold the Condominium Board and the other Unit Owners harmless from any actual (but not consequential or punitive) damages and/or liability arising out of the operation, maintenance, alteration, rebuilding, restoration or replacement of such equipment. The easement granted to the Residential Unit Owner pursuant to this Section 15.10 shall be subject and subordinate to any and all Permitted Mortgages now or hereafter granted on the Units and shall, at the option of the holder of the Permitted Mortgage, terminate upon the foreclosure of such Permitted Mortgage, whereupon the Unit Owner who shall have installed such satellite dishes or similar equipment on the Common Elements shall remove such equipment and restore the area occupied thereby to as near to its original condition as is practical.

15.11 Except as otherwise provided herein, any rights of access to the Units granted pursuant to this Article or elsewhere in this Declaration and the By-Laws shall be exercised only upon reasonable notice, but in no event less than three (3) days' notice, except in cases of Emergency. The Condominium Board and/or Unit Owners shall use best reasonable efforts to schedule access to the Units so as to minimize disruptions to the Unit Owner(s) and Occupant Parties of such Unit(s), but shall not be required to schedule such access at times when overtime or holiday wage rates shall be payable to employees or employees of contractors as a result of such scheduling.

15.12 The Condominium shall be designated and known as “**THE BEACH CHANNEL SENIOR RESIDENCES CONDOMINIUM.**”

ARTICLE 16

POWER OF ATTORNEY

Each Unit Owner hereby grants to the persons who shall from time to time constitute the Condominium Board an irrevocable power of attorney, coupled with an interest (in such form and contents as the Condominium Board shall determine) following due authorization (if required) from the Unit Owners for the Condominium Board to execute, acknowledge and deliver any declaration or other instrument which the Condominium Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the entire building or any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Common Elements which the Condominium Board deems necessary or appropriate.

ARTICLE 17

COVENANTS RUNNING WITH THE LAND

17.1 All provisions of this Declaration and the By-Laws which are annexed hereto and made a part hereof, including, without limitation, the provisions of this Article, shall to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the owner of all or any part thereof, or interest therein, and such Unit Owner's heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create, nor shall they be construed as creating, any rights in or for the benefit of the general public or any other third party. All present and future owners, tenants, subtenants, licensees, and other Occupant Parties of Units shall be subject to the provisions of this Declaration, and the By-Laws, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or sublease or the entering into occupancy of any Unit, or any portion thereof, shall constitute an agreement that the provisions of this Declaration and the By-Laws, as they may be amended from time to time, are accepted and ratified by such owner, tenant, subtenant, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having at any time any interest or estate in such Unit, or any portion thereof, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease or use and occupancy agreement thereof.

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

17.3 If this Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the provisions of this Declaration and the By-Laws shall nevertheless be valid and binding upon and inure to the benefit of the owners of the Property, and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under applicable law to the extent permitted under such applicable law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land.

ARTICLE 18

AMENDMENTS TO DECLARATION

18.1 Except as otherwise provided in this Declaration or in the By-Laws, this Declaration may be modified or amended by an affirmative vote of owners of Units constituting at least seventy-five (75%) percent of the aggregate Common Interests, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, or in lieu of a meeting, by written amendment approved in writing by owners of Units constituting at least seventy-five (75%) percent of the aggregate Common Interests. For so long as the HDC/HPD Regulatory Agreement is in effect or the HDC Mortgages are outstanding, the provisions of this Declaration may not be amended without HDC (and, if the HDC First Mortgage is assigned, such successor's) prior written consent.

18.2 No amendment which shall change the percentage of Common Interests allocated to any of the Units may be made without the written consent of all affected Unit Owner(s).

18.3 No amendment shall be effective against any of the Unit Owners which would, without the consent of such Unit Owner, (i) interfere with the use, mortgaging, sale, lease or other disposition of its Unit; (ii) abridge, suspend, curtail, limit, eliminate or otherwise adversely affect any right, power, easement, privilege or benefit granted or reserved by this Declaration to such Unit Owner or its mortgagee, or (iii) impose any fee or charge against such Unit Owner in connection with the sale, leasing or other disposition or improvement of any of its Units; (iv) adversely affect the priority or validity of the lien of any mortgage encumbering such Unit without the mortgagee's consent or (v) require the physical modification of any such Unit without such Unit Owner's consent.

18.4 No modification or amendment shall be effective against any Permitted Mortgagee of any of the Units where consent of such Permitted Mortgagee to such modification or amendment is required under such Permitted Mortgage unless such consent is obtained to the extent required under such Permitted Mortgage.

18.5 No such amendment, modification, addition or deletion shall be effective until recorded in the Register's Office.

18.6 Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions affecting any Unit Owner, any such amendment, modification, addition or deletion shall be executed by the Condominium Board as attorney-in-fact for the Unit Owners, coupled with an interest, which the Condominium Board is hereby authorized by such Unit Owners so to act as their attorney-in-fact.

18.7 Each Unit Owner shall have the right to amend this Declaration without the consent of the Condominium Board or any other Unit Owner, provided that such amendment solely affects such amending Unit Owner's Unit or its appurtenant Common Elements, and the Condominium Board shall be required to approve such amendment.

18.8 Amendments, modifications, additions or deletions of or to the By-Laws are subject in all

respects to this Article 18 and Article 13 of the By-Laws, which is incorporated herein by reference.

ARTICLE 19

TERMINATION OF CONDOMINIUM

The Condominium shall continue and the Property shall not be subject to an action for partition (unless terminated by casualty loss, condemnation or eminent domain, as more particularly provided in the By-Laws) until such time as withdrawal of the Property from the provisions of the Condominium Act is authorized by a vote of owners of Units representing at least seventy-five (75%) percent of the aggregate Common Interests. No such vote shall be effective, however, without the written consent (which consent shall not be unreasonably withheld or delayed) of the Permitted Mortgagees. In the event said withdrawal is authorized as aforesaid, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective Common Interests; provided, however, that no payments shall be made to a Unit Owner until there has first been paid from out of such Unit Owner's share of such net proceeds all liens on such Unit Owner's Unit (other than mortgages which are not Permitted Mortgages), in the order of priority of such liens.

ARTICLE 20

UNITS ACQUIRED BY THE BOARD OF MANAGERS

In the event any Unit Owner shall surrender and convey such Unit Owner's Unit, together with its Appurtenant Interests, to the Condominium Board in accordance with Section 339-x of the Real Property Law or in the event the Condominium Board shall purchase any Unit, together with its Appurtenant Interests, at a foreclosure sale in accordance with Section 6.7 of the By-Laws, title to such Unit or the rights to the lease of such Unit shall be held by the Condominium Board or its designee on behalf of all of the other Unit Owners, in proportion to their respective Common Interests. The lease covering any Unit leased by the Condominium Board, or its designee, corporate or otherwise, shall be held by the Condominium Board, or its designee, on behalf of all Unit Owners, in proportion to their respective Common Interests.

ARTICLE 21

WAIVER

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

ARTICLE 22

CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

ARTICLE 23

CERTAIN REFERENCES

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

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

otherwise requires.

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

ARTICLE 24

SEVERABILITY

Subject to the provisions of Sections 17.2 and 17.3, if any provision of this Declaration is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Declaration and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Declaration shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by law.

ARTICLE 25

COVENANT OF FURTHER ASSURANCES

25.1 Any party which is subject to the terms of this Declaration, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an Occupant Party of a Unit, a member or officer, the Condominium Board or otherwise, shall, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action as such other party may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25.2 If any Unit Owner, or any other party which is subject to the terms of this Declaration fails, within ten (10) days after request therefore, to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner or party is required to execute, acknowledge and deliver or to take pursuant to this Declaration at the request of the Condominium Board, then the Condominium Board is hereby authorized as attorney-in-fact for such Unit Owner, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action in the name of such Unit Owner and such document or action shall be binding on such Unit Owner.

ARTICLE 26

SUCCESSORS AND ASSIGNS

Except as set forth herein or in the By-Laws to the contrary, the rights and/or obligations of Declarant as set forth herein shall inure to the benefit of and be binding upon any successor or assign of Declarant or, with the consent of Declarant, any transferee of a Unit then owned by Declarant, as the case may be. Subject to the foregoing, the rights and/or obligations of the Unit Owners as set forth herein shall inure to the benefit of and be binding upon any successors or assigns of the Unit Owners.

ARTICLE 27

INCORPORATION BY REFERENCE

The terms, covenants, conditions, descriptions and other information contained in (i) the Property Description annexed hereto as Exhibit A; (ii) the Description of the Units annexed hereto as Exhibit B; (iii) the Definitions annexed hereto as Exhibit C; (iv) the By-Laws annexed hereto as Exhibit D; and (v) the Floor Plans, are each incorporated herein by this reference and made a part of this Declaration as if set forth at length in the text hereof.

ARTICLE 28

COUNTERPARTS

This Declaration may be executed in any number of original counterparts. Each such counterpart shall for all purposes be deemed an original. All such counterparts shall together constitute but one and the same document.

[SIGNATURE PAGES ON FOLLOWING PAGES]

[Signature page to condominium declaration]

IN WITNESS WHEREOF, DECLARANT has caused this Declaration to be executed as of the 27
day of April, 2016.

**ROCKAWAY SEAGIRT HOUSING
DEVELOPMENT FUND CORP.**
a New York not-for-profit corporation

By:

Name

Title:

Jeffrey Dunston
Director

ACKNOWLEDGMENT

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

On the 27 day of April in the year 2016 before me, the undersigned, personally
appeared Jeffrey Dunston personally known to me or proved to me on the basis of satisfactory
evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that
he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person
upon behalf of which the individual acted, executed the instrument.

Carol Giuliani
Notary Public

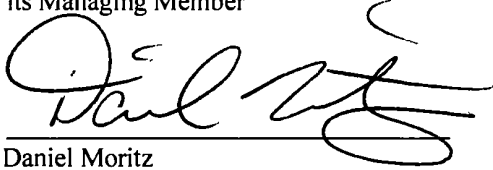
[Signature page to condominium declaration]

IN WITNESS WHEREOF, DECLARANT has caused this Declaration to be executed as of the 19
day of April, 2016.

**ROCKAWAY SEAGIRT LIMITED
PARTNERSHIP**
a New York limited partnership

By: Rockaway Seagirt GP LLC,
its General Partner


By: Beach Channel Senior Partners LLC,
its Managing Member

By: 
Name: Daniel Moritz
Title: Member

ACKNOWLEDGMENT

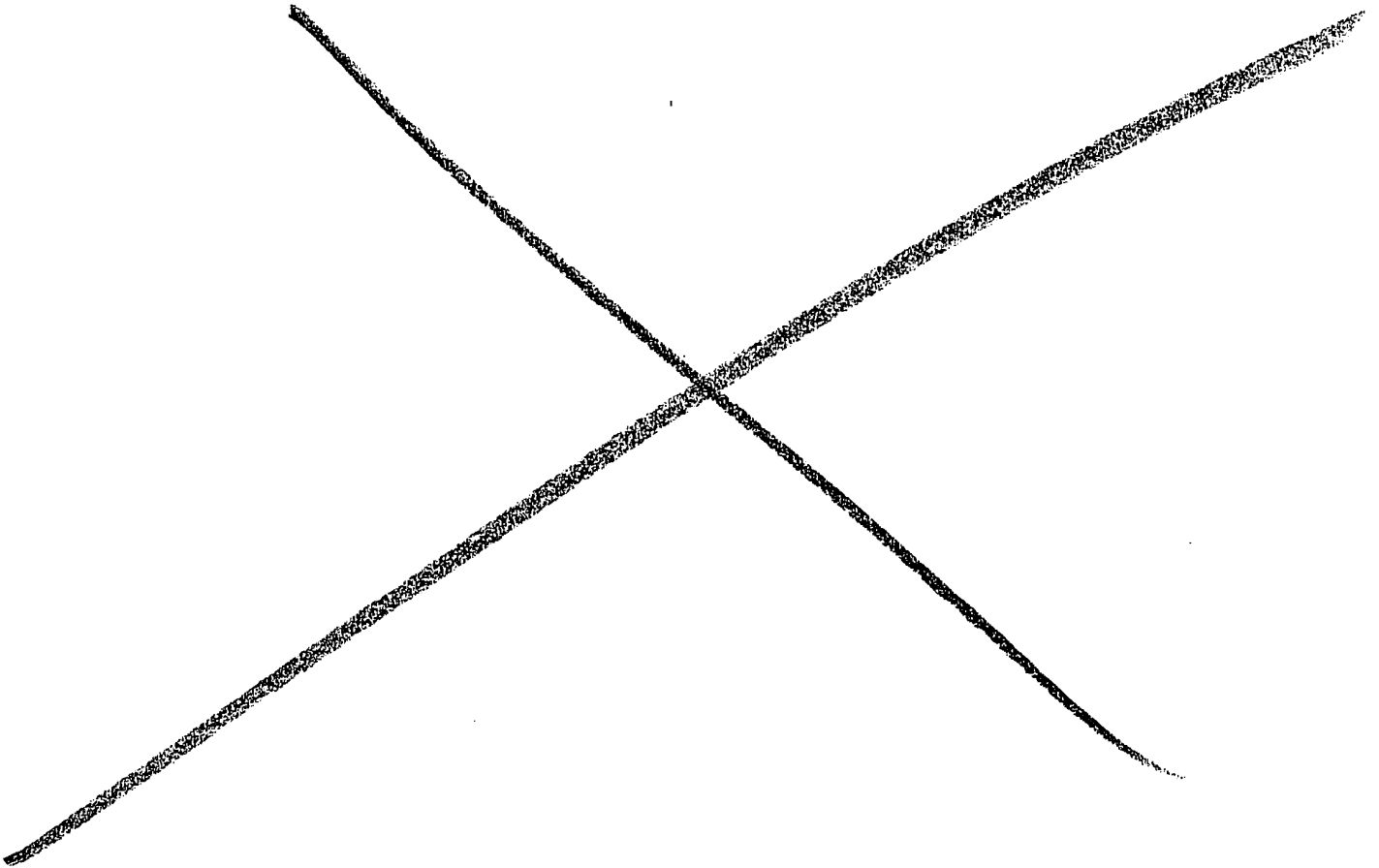
STATE OF NEW YORK)
) ss:
COUNTY OF Nassau)

On the 19 day of April in the year 2016 before me, the undersigned, personally appeared Daniel Moritz personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public, **MATTHEW A. TROTTA**
Notary Public, State of New York
No. 01TR6262030
Qualified in Suffolk County
Commission Expires **May 21, 2016**

EXHIBIT A
LEGAL DESCRIPTION



SCHEDULE A

LEGAL DESCRIPTION

**THE BEACH CHANNEL SENIOR RESIDENCES CONDOMINIUM
34-11 BEACH CHANNEL DRIVE
FAR ROCKAWAY, QUEENS, NEW YORK
BLOCK 15950, LOT 14**

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

BEGINNING at the corner formed by the intersection of the easterly side of Beach Channel Drive, also known as Far Rockaway Boulevard, with the northeasterly side of Beach 34th Street, also known as Seagirt Boulevard;

RUNNING THENCE northerly along the easterly side of Beach Channel Drive, also known as Far Rockaway Boulevard forming an interior angle of 121 degrees 05 minutes 26 seconds with the northeasterly side of Beach 34th Street, also known as Seagirt Boulevard, a distance of 192.82 feet, Survey (202.16 feet, Tax Map) to an angle point and the southeasterly side of Far Rockaway Boulevard;

THENCE northeasterly along the southeasterly side of Far Rockaway Boulevard forming an interior angle of 144 degrees 50 minutes 50 seconds with the preceding course, a distance of 20.84 feet, Survey (20.81 feet, Tax Map) to a point;

THENCE southeasterly along a line forming an interior angle of 102 degrees 22 minutes 51 seconds with the preceding course, a distance of 221.79 feet, Survey (225.5, Tax Map) to land formerly of the Long Island Railroad now Parkland;

THENCE southwesterly along a line forming an interior angle of 81 degrees 40 minutes 27 seconds with the preceding course and along said land formerly of the Long Island Railroad now Parkland, a distance of 218.00 feet, (Survey and Tax Map), to the northeasterly side of Beach 34th Street, also known as Seagirt Boulevard;

THENCE northwesterly along the northeasterly side of Beach 34th Street, also known as Seagirt Boulevard, forming an interior angle of 90 degrees 00 minutes 26 seconds with the preceding course, a distance of 121.33 feet, (Survey and Tax Map), to the point or place of BEGINNING.

Reserving a possible non-exclusive easement of New York City over that portion of Far Rockaway Boulevard as shown on tax map.

EXHIBIT B

UNITS

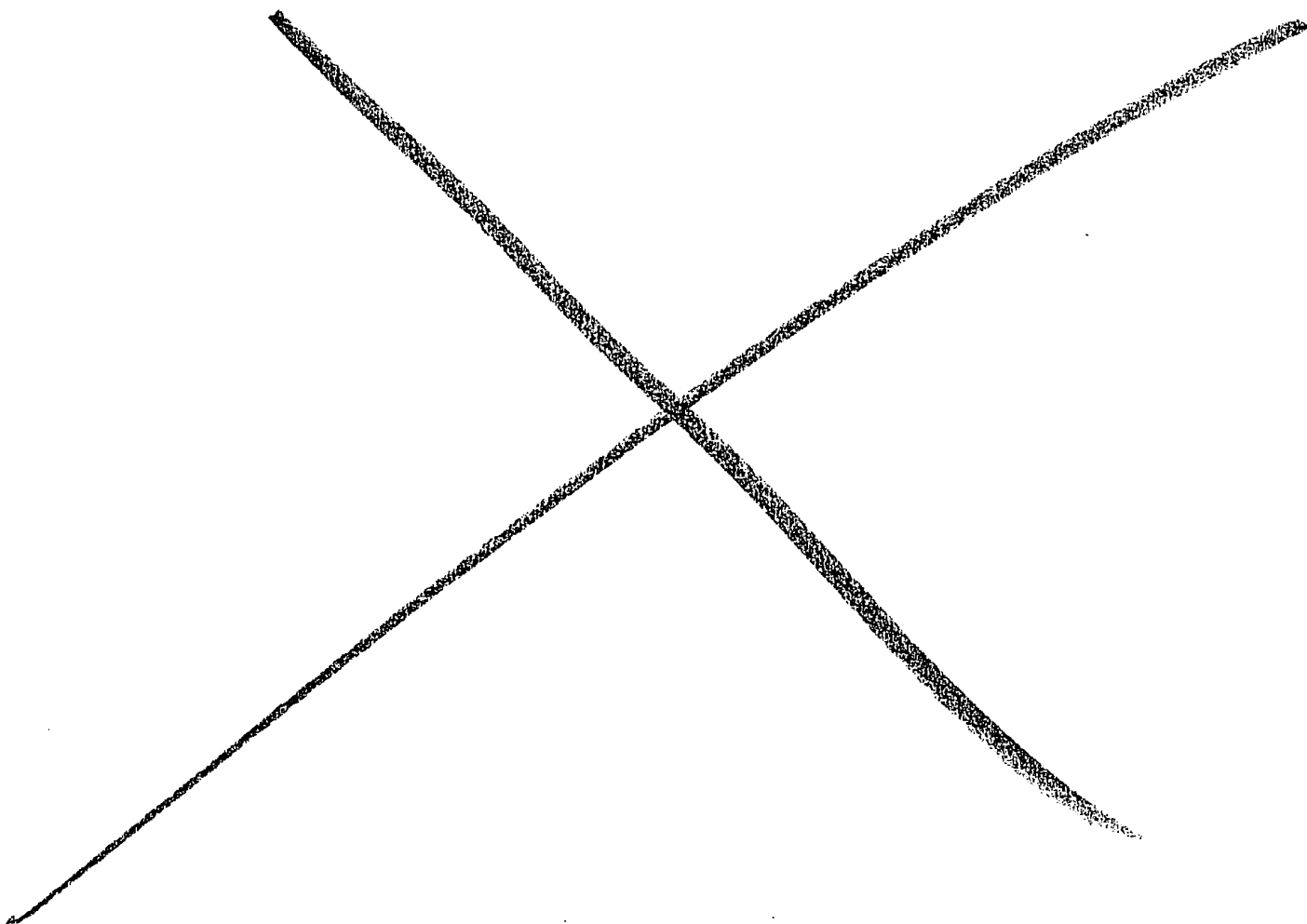
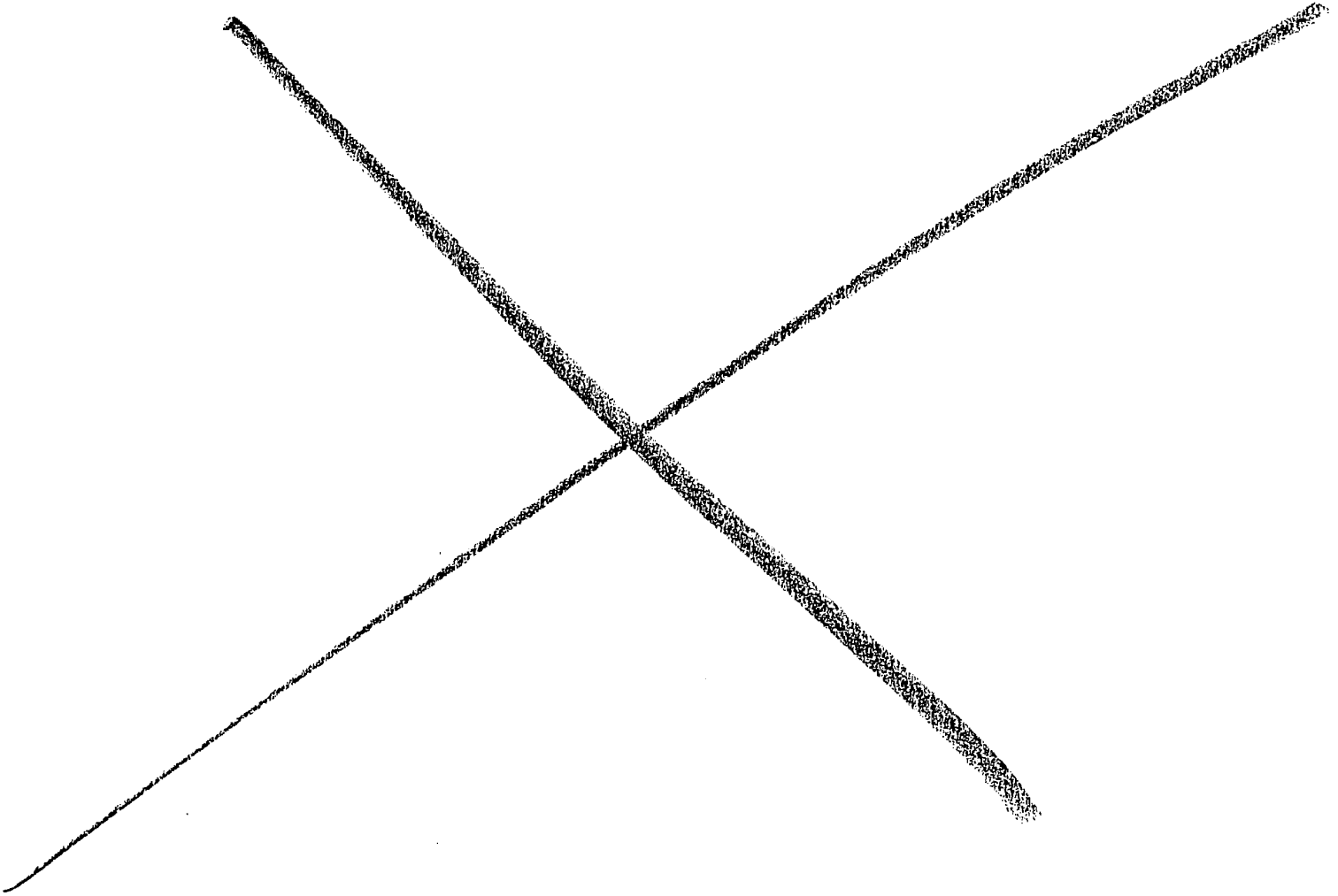


EXHIBIT B
TO THE DECLARATION OF
THE BEACH CHANNEL SENIOR RESIDENCES CONDOMINIUM
34-11 BEACH CHANNEL DRIVE
FAR ROCKAWAY, QUEENS, NEW YORK 11691
BLOCK 15950 LOTS 1001-1003 (F/K/A LOT 14)

UNIT	BLOCK 15950 TAX LOT	PERMITTED USE	DESCRIPTION/ FLOOR	APPROXIMATE SQ. FEET OF UNIT	COMMON ELEMENTS TO WHICH UNIT HAS ACCESS DESCRIPTION/FLOOR	RESIDENTIAL LIMITED COMMON ELEMENTS	COMMERCIAL LIMITED COMMON ELEMENTS	COMMUNITY FACILITY LIMITED COMMON ELEMENTS	% OF COMMON INTEREST
Residential Unit	1001	Residential	1st Floor	12,231.45	Stairs, mechanical rooms, corridors	5,071.50			
	1001	Residential	2nd Floor	22,852.27	Stairs, mechanical rooms, corridors	1,436.02			
	1001	Residential	3rd Floor	22,852.27	Stairs, mechanical rooms, corridors				
	1001	Residential	4th Floor	22,852.27	Stairs, mechanical rooms, corridors				
	1001	Residential	5th Floor	22,852.27	Stairs, mechanical rooms, corridors				
	1001	Residential	6th Floor	22,852.27	Stairs, mechanical rooms, corridors				
	1001	Residential	7th Floor	17,027.51	Stairs, mechanical rooms, corridors	4,192.61			
	1001	Residential	Roof	1,740.19	Stairs, mechanical rooms, corridors				
Total - Residential Unit:				145,260.50		10,700.13			93.3796%
Commercial Unit	1002	Commercial	1st Floor	4,500	Stairs, mechanical rooms, corridors				
Total - Commercial Unit:				4,500			2,976.75		3.3102%
Community Facility Unit	1003	Commercial	1st Floor	4,500	Stairs, mechanical rooms, corridors				
Total - Community Facility Unit:				4,500			2,976.75		3.3102%
Total:				154,260.50					100.0000%

EXHIBIT C
DEFINITIONS



DEFINITIONS

For the convenience of presentation, definitions of certain of the terms used in the Declaration are set forth below:

<u>Alterations:</u>	Defined in Section 6.11.1 of the By-Laws.
<u>Appurtenant Interest:</u>	With respect to any Unit, the undivided interest of the owner thereof, pursuant to the terms of Section 339-x of the Condominium Act, in and to the Common Elements.
<u>Arbitration</u>	Defined in Article 11 of the By-Laws.
<u>Assessment:</u>	The charges allocated and assessed by the Condominium Board to the Unit Owners, pro rata, in accordance with their respective Common Interests (except as otherwise provided in the Declaration or in the By-Laws).
<u>Board Member:</u>	A member of the Condominium Board duly appointed or designated by a Unit Owner pursuant to Article 2 of the By-Laws.
<u>Building:</u>	Defined in Article 1 of the Declaration and referenced in Article 5 of the Declaration.
<u>Commercial Limited Common Elements:</u>	Those Common Elements which serve or benefit exclusively the Commercial Unit and the Commercial Unit Owner, as set forth in Section 8.6 of the Declaration.
<u>Commercial Unit:</u>	The Unit designated as the Commercial Unit in the Declaration and on the Floor Plans.
<u>Commercial Unit Owner:</u>	Declarant and its successors.
<u>Common Charges:</u>	Each Unit's proportionate share of the Common Expenses in accordance with its Common Interest.
<u>Common Elements:</u>	Defined in Article 8 of the Declaration.
<u>Common Expenses:</u>	All costs and expenses in connection with the repair, maintenance, replacement, restoration, and operation of, and any alteration, addition, or improvement to the General Common Elements and all other costs and expenses incurred by the Board in the operation of the Condominium and/or as required to perform its obligations under the Declaration, By-Laws, and the Condominium Act.
<u>Common Interest:</u>	Generally, the proportionate, undivided interest of each Unit in any or all of the General Common Elements, Residential Limited Common Elements, Commercial Limited Common Elements and/or Community Facility Limited Common Elements appertaining to each Unit, as applicable and as expressed in <u>Exhibit B</u> to the Declaration.
<u>Community Facility Limited</u>	Those Common Elements which serve or benefit exclusively the Community Facility Unit and the Community Facility Unit Owner,

<u>Common Elements:</u>	as set forth in Section 8.7 of the Declaration.
<u>Community Facility Unit:</u>	The Unit designated as the Community Facility Unit in the Declaration and on the Floor Plans.
<u>Community Facility Unit Owner</u>	Declarant or its successors.
<u>Condominium Board or Board</u>	The board of managers of the Condominium.
<u>Declarant:</u>	Rockaway Seagirt Housing Development Fund Corporation and Rockaway Seagirt Limited Partnership.
<u>Declaration:</u>	The instrument, as may be amended from time to time, by which the Property is submitted to the provisions of the New York State Condominium Act, consistent with the provisions of the New York Condominium Act and the By-Laws.
<u>Depository Agreement:</u>	An agreement which may, from time to time, be entered into by and among the Board, the Unit Owners, the Insurance Trustee and/or any Permitted Mortgagee governing the payment to the Insurance Trustee of any insurance proceeds and/or condemnation awards received on account of a casualty loss or taking of the Units and/or Common Elements of the Condominium, and the Insurance Trustee's obligations to receive, hold, invest and disburse such proceeds and/or awards in accordance with the terms of the Declaration and the By-Laws, and subject to the terms of any Permitted Mortgage.
<u>Emergency</u>	A condition requiring repair or replacement immediately necessary for the preservation or safety of the Building or for the safety of Unit Owners or Occupant Parties of the Building, or required to avoid the suspension of any necessary service in the Building.
<u>Facility or Facilities:</u>	Defined in Section 8.2 of the Declaration.
<u>Floor Plans:</u>	Defined in Section 6.1 of the Declaration.
<u>Force Majeure:</u>	All acts of God, strikes, non-availability of materials, war or national defense, exemptions, governmental restrictions of actions, injunctions or court orders or other similar causes beyond the reasonable cause of the person or entity required to perform the work or satisfy the condition which has not been performed or satisfied as a result thereof and attributable to the improper acts or omissions of such persons and not arising solely from the lack of funds.
<u>General Common Elements:</u>	Defined in Section 8.4 of the Declaration.
<u>Hazardous Materials:</u>	(a) All those substances included within the definition of any one or more terms "hazardous materials", "hazardous waste", "hazardous substances", "industrial wastes" and "toxic pollutants", as terms are defined under the Environmental Laws (hereinafter defined), or any of them, (b) petroleum and petroleum products, including, without limitation, crude oil and any fractions thereof, (c) natural gas, synthetic gas and any mixtures thereof, (d) asbestos and/or any

material which contains any hydrated mineral silicate, including, without limitation, chrysolite, amosite, crocidolite, tremolite, anthophyllite and/or actinolite, whether friable or non-friable, (e) polychlorinated biphenyl ("PCBs") or PCB-containing materials or fluids, (f) radon or mold, (g) any other hazardous or radioactive substance, material, pollutant, contaminant or waste, and (h) any other substance with respect to which any Environmental Law or governmental authority requires environmental investigation, monitoring or remediation. The term "Environmental Laws" shall mean all federal, state and local laws, statutes, ordinances and regulations, now or hereafter in effect, in each case as amended or supplemented from time to time, including without limitation, all applicable judicial or administrative orders, applicable consent decrees and binding judgments relating to the regulation and protection of human (including, without limitation, ambient air, surface water, ground waters, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation), including, without limitation, the Comprehensive and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.), The Hazardous Material Transportation Act, as amended (49 U.S.C. 1801 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act, as amended (7 U.S.C. Section 136 et seq.), the Resource Conservation Recovery Act, as amended (42 U.S. Section 6901 et seq.), the Toxic Substance Control Act, as amended (15 U.S.C. Section 2601 et seq.), the Clean air Act, as amended (42 U.S.C. Section 7401 et seq.), the Federal Water Pollution Control Act , as amended (33 U.S.C. Section 1251 et seq.), the Occupational Safety and Health Act, as amended (29 U.S.C. Section 651 et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. Section 300f et seq.), any state or local counterpart or equivalent of any of the foregoing, and any federal, state or local transfer of ownership notification or approval statutes.

HDC:

The New York City Housing Development Corporation.

HDC Mortgages:

Collectively, those certain mortgages described as follows:

(1) First Building Loan Mortgage, Assignment of Leases and Rents and Security Agreement dated as of June 25, 2015 between Declarant and HDC and recorded on August 7, 2015 in the Office of the City Register of the City of New York in CRFN 2015000273090 ("HDC First Mortgage"); (2) First Project Loan Mortgage, Assignment of Leases and Rents and Security Agreement dated as of June 25, 2015 between Declarant and HDC and recorded on August 7, 2015 in the Office of the City Register of the City of New York in CRFN 2015000273091; (3) HDC Subordinate Building Loan Mortgage, Assignment of Leases and Rents and Security Agreement dated as of June 25, 2015 between Declarant and HDC and recorded on August 7, 2015 in the Office of the City Register of the City of New York in CRFN 2015000273092; (4) HDC Subordinate Project Loan Mortgage, Assignment of Leases and Rents and Security Agreement dated as of June 25, 2015 between Declarant and HDC and recorded on August 7, 2015 in the Office of the City Register of

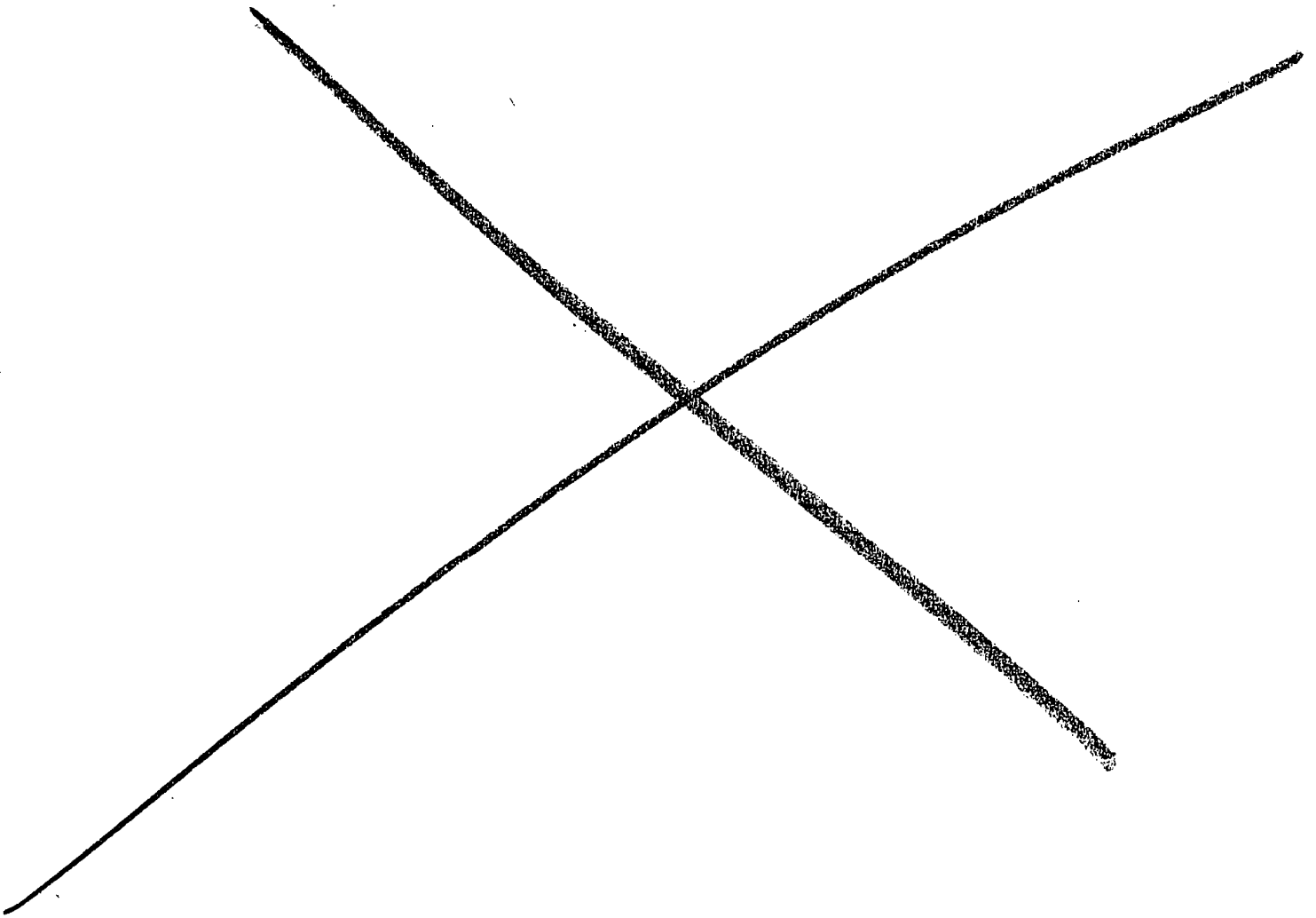
the City of New York in CRFN 2015000273093; and (5) HDC City Capital Building Loan Mortgage, Assignment of Leases and Rents and Security Agreement dated as of June 25, 2015 between Declarant and HDC and recorded on August 7, 2015 in the Office of the City Register of the City of New York in CRFN 2015000273094, as same may be amended from time to time.

<u>HPD:</u>	The City of New York, acting by and through its Department of Housing Preservation and Development.
<u>HVAC:</u>	Defined in Section 6.2 of the Declaration.
<u>Insurance Trustee:</u>	Defined in Article 14 of the By-Laws.
<u>Land:</u>	Defined in Article 3 of the Declaration.
<u>Law(s):</u>	The law(s) and ordinance(s) of any or all of the Federal, New York State and New York City governments, the rules, regulations, orders and directives or any or all departments, subdivisions, bureaus, agencies or offices thereof or of any governmental, public, or quasi-public authorities having jurisdiction over the Property and/or the Condominium, and/or the direction of any public officer pursuant to law..
<u>Limited Common Elements:</u>	Defined in Section 8.1 of the Declaration.
<u>Main Roof:</u>	Defined in Article 5 of the Declaration.
<u>Majority of Unit Owners:</u>	Defined in Section 3.11 of the By-Laws.
<u>Mortgage Representative:</u>	Any person designated by a Permitted Mortgagee to represent the Permitted Mortgagee's interest.
<u>Occupant Parties:</u>	The tenants, contractors, subcontractors, agents, employees, workers and other guests and invitees permitted or authorized to occupy, use, visit or enter a Unit by the Unit Owner thereof and pursuant to applicable Law and the Declaration and the By-Laws.
<u>Permitted Mortgage:</u>	A mortgage placed on a Unit made by or assigned to a reputable private lender or to a bank, trust company, insurance company, federal savings and loan association, pension fund, mutual fund, underwriter, placement agent, the New York City Housing Development Corporation, Institutional Lender, or other institutional entity regularly engaged in the business of originating and/or holding mortgage loans, including any mortgage held by a bank, trust company or other institutional fiduciary as a trustee for other investors in direct or indirect interests in one or more mortgage loans, including the HDC Mortgages.
<u>Permitted Mortgagee:</u>	The holder of a Permitted Mortgage.
<u>Person:</u>	A natural person, corporation, partnership, association, limited liability company, trustee or other legal entity.

<u>Property:</u>	The Land, the Building and all other improvements thereon, all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, which have been or are intended to be submitted to the provisions of the New York State Condominium Act.
<u>Regulatory Agreement:</u>	That certain Regulatory Agreement dated as of June 25, 2015 among Declarant, HDC and HPD and recorded on August 7, 2015 in the Office of the City Register of the City of New York in CRFN 2015000273088.
<u>Residential Limited Common Elements:</u>	Those Common Elements which serve or benefit exclusively the Residential Unit and the Residential Unit Owner, as set forth in Section 8.5 of the Declaration.
<u>Residential Unit:</u>	The Unit designated as the Residential Unit in the Declaration and on the Floor Plans.
<u>Residential Unit Owner:</u>	Declarant or its successors.
<u>Rules and Regulations:</u>	The rules and regulations of the Condominium, which are annexed as an addendum to the By-Laws, as any of the same may be amended, modified, added to, or deleted from time to time pursuant to the terms of the By-Laws, provided that they are not in conflict with the terms of the Condominium Act, the Declaration or the By-Laws.
<u>Special Assessment:</u>	Charges imposed upon Unit Owners by the Board as it deems necessary to meet unanticipated or extraordinary expenses of the Condominium including, but not limited to, expenses incurred for major capital improvements. Special Assessments shall be assessed to each Unit Owner as set forth in Section 6.2.8 of the By-Laws.
<u>Unit:</u>	Any space in the Building designated as a Unit and referred to in the plural as “ <u>Units</u> .” Units are designated in <u>Exhibit B</u> to the Declaration and on the Floor Plans.
<u>Unit Owner:</u>	The person or persons or entity or entities owning a Unit in fee simple absolute.
<u>Unit Owner Constituent:</u>	As defined in Section 5.1 of the By-Laws.

EXHIBIT D

BY-LAWS



BY-LAWS
OF
THE BEACH CHANNEL SENIOR RESIDENCES CONDOMINIUM

ARTICLE 1

GENERAL

1.1 Purpose. The purpose of these By-Laws is to set forth the rules and procedures concerning the conduct of the affairs of **THE BEACH CHANNEL SENIOR RESIDENCES CONDOMINIUM** (the "Condominium"). The Condominium covers the property (the "Property") consisting of a parcel of land (the "Land") in Block 15950 on the Tax Map of the County and Borough of Queens, City and State of New York (the building and other improvements now or hereafter to be constructed thereon or therein, as the case may be, are hereinafter collectively called the "Building"), including, without limitation, the Units and the Common Elements, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith, all of which have been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York by the recording of a Declaration (which, as the same may be amended from time to time, is herein called the "Declaration") in the Queens County Office of the Register of The City of New York ("Register's Office"), together with these By-Laws. Terms not otherwise defined herein shall have the respective meanings ascribed thereto in Exhibit C to the Declaration.

1.2 Applicability of By-Laws. These By-Laws are applicable to the Property and to the use and occupancy thereof.

1.3 Personal Application. All present and future Unit Owners, mortgagees, lessees, sublessees and other Occupant Parties of Units and employees and guests of Unit Owners, as well as all other persons who may use the Facilities of the Property, are and shall be subject to these By-Laws, the Declaration and the Rules and Regulations established by the Condominium Board and to all lawful actions taken pursuant thereto. The acceptance of a deed or conveyance, or the succeeding to title to, or the execution of a lease or sublease for, or the act of occupancy of, a Unit shall constitute an agreement that the provisions of these By-Laws and the Declaration, as they may be amended from time to time, are accepted and ratified and will be complied with.

1.4 Principal Office of Condominium. The principal office of the Condominium shall be located at the Property or at such other place within the Borough of Queens reasonably convenient thereto, as may be designated from time to time by the Condominium Board.

ARTICLE 2

CONDOMINIUM BOARD

2.1 Number and Term.

2.1.1 As more particularly set forth in Section 2.2, the affairs of the Condominium shall be governed by a board of managers of the Condominium (hereinafter referred to as the "Condominium Board"). In exercising its powers and performing its duties under the Declaration and these By-Laws, the Condominium Board shall act as, and shall be, the agent of the Unit Owners, subject to, and in accordance with, the terms of the Declaration and these By-Laws. From and after the first

annual meeting of Unit Owners held pursuant to Section 3.1 of these By-Laws, the number of members who shall constitute the Board shall be three (3) persons. The Residential Unit Owner shall designate two (2) Board Members and the Commercial Unit Owner and the Community Facility Unit Owner shall each designate one (1) Board Member in alternating years, as follows: the Commercial Unit Owner shall be entitled to designate such Board Member in the first year following the first annual meeting, the Community Facility Unit Owner shall be entitled to designate such Board Member in the second year following the first annual meeting, and such alternating right of designation shall continue in subsequent years of Condominium operation.

2.1.2 The term of office of each Board Member shall be for one (1) year and shall commence on the date such Board Member is designated by a Unit Owner. Each Board Member's term shall automatically renew and such Board Member shall serve until a successor shall have been designated by the Unit Owner represented by such Board Member (with respect to Board Members designated by the Residential Unit Owner) or by the Unit Owner entitled to designate such Board Member (with respect to Board Members entitled to be designated by the Commercial Unit Owner or by the Community Facility Unit Owner as provided in Section 2.1.1 hereof). Subject to the provisions of the last sentence of Section 2.1.1 hereof with respect to Board Members designated by the Commercial Unit Owner or by the Community Facility Unit Owner, there shall be no limit on the number of successive terms a Board Member may serve.

2.1.3 If the Residential Unit, Commercial Unit or Community Facility Unit is subdivided and additional Units are created, the owners of such subdivided Units shall be deemed to be a single Unit Owner and shall be collectively entitled to designate two (2) Board Members (if the Residential Unit is subdivided) or one (1) Board Member (if either the Commercial Unit and/or the Community Facility Unit is subdivided, subject to the provision of the last sentence of Section 2.1.1 hereof), as applicable.

2.2 Powers and Duties.

2.2.1 The Condominium Board shall have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium (except as by Law, the Declaration or these By-Laws may not be delegated to the Board by the Unit Owners) and may do all such lawful acts and things as are not by Law or by the Declaration or these By-Laws directed or required to be exercised and done by the Unit Owner personally. All determinations with respect to the administration of the affairs of the Condominium including, without limitation, determinations which (i) relate to a Unit and affect another Unit or Units, or (ii) relate to or affect the General Common Elements, shall be made by the Condominium Board.

2.2.2 Subject to the provisions of Subsection 2.2.1 and 2.2.3 hereof, and without limiting the generality thereof, the Board shall have all powers and duties expressly set forth elsewhere in the Declaration and By-Laws and shall be entitled to make such determinations and take such actions and incur such liabilities as may be required to effectuate the Board's obligations under the Declaration and By-Laws.

2.2.2.1 In addition to the duties approved by these By-Laws or by resolutions of the Condominium, the Condominium Board shall be entitled to make determinations and/or take actions and/or incur liabilities with respect to the following matters:

2.2.2.1(a) Operating, caring for, keeping up, maintaining, repairing and replacing of the General Common Elements, including contracts for utilities, services and supplies;

2.2.2.1(b) Preparing and adopting an annual budget in which there shall be established the amount of Common Charges (as hereinafter defined) to cover the cost of Common

Expenses. 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, but said increases can only be assessed among the Unit Owners in accordance with Section 6.2.2 of these By-Laws;

2.2.2.1(c) Collecting, using and expending Common Charges, Assessments and Special Assessments from or on behalf of Unit Owners for the operation, care, upkeep, maintenance, repair, replacement and preservation of the Condominium and for payment of Common Expenses of the Condominium;

2.2.2.1(d) Determining the means and methods of payment of Common Charges, including Assessments and Special Assessments;

2.2.2.1(e) Employing and dismissing personnel and independent contractors necessary for the maintenance and operation of the Condominium and the General Common Elements 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;

2.2.2.1(f) Making additions and improvements to, or alterations of, the General Common Elements;

2.2.2.1(g) Making repairs and restorations of General Common Elements or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings, subject to Section 6.9 of these By-Laws;

2.2.2.1(h) Entering into and upon the Units, when necessary, with notice to the Unit Owners and Occupant Parties whenever required or otherwise possible and to the extent practicable without being required to incur overtime expense and in a manner as will not unreasonably interfere with the normal conduct of the business of the Unit Owners and the Occupant Parties of the applicable Units, and at as little inconvenience to the Unit Owners and the Occupants Parties of the applicable Units as possible, in connection with the maintenance, care and preservation of the Building, Units, and General Common Elements;

2.2.2.1(i) Collecting delinquent assessments to abate nuisances or for any other purposes and/or 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 and otherwise enforcing obligations of a Unit Owner;

2.2.2.1(j) Opening and maintaining bank accounts on behalf of the Condominium (with respect to matters within its jurisdiction as provided in these By-Laws) and designating signatories to such bank accounts;

2.2.2.1 (k) Obtaining and reviewing insurance policies and insuring the Common Elements in accordance with Section 6.8 of these By-Laws, paying the premiums for such insurance, and adjusting and settling insurance claims (and executing and delivering releases in connection therewith) if the loss involves the Common Elements, as set forth in Section 6.2 hereof;

2.2.2.1(l) Borrowing money on behalf of the Condominium, 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 General Common Elements; provided, however, that no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the consent of the Unit Owner of such Unit. If any sum borrowed by the Condominium Board pursuant to the authority contained in this Subparagraph 2.2.2.1(l) shall not be repaid by said Board, a Unit Owner who pays to the creditor such proportion thereof as such Unit Owner's interest in the Common Elements bears to the interest of all the Unit

Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor has filed or has the right to file against such Unit Owner's Unit.

2.2.2.1(m) Bringing actions on behalf of the Unit Owners, as their interests may appear, with respect to any cause of action relating to the General Common Elements, as the Condominium Board deems advisable, and defending actions by or against one or more Unit Owners and pertinent to the operation of the Condominium, and levying special assessments to pay for the cost of such litigation, provided, for so long as HDC Mortgages are in effect, any borrowing with respect to the any Unit shall require the consent of HDC;

2.2.2.1(n) Organizing corporations or limited liability companies to act as designees of the Condominium Board with respect to such matters as the Board may determine;

2.2.2.1(o) Executing, acknowledging and delivering in the name of the Condominium Board of (i) any declaration or other instrument affecting the Property which the Condominium Board deems necessary or appropriate to comply with any Laws applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Building and improvements, or (ii) any consent, covenant, restriction, easement or declaration affecting the Property which the Condominium Board deems necessary or appropriate, or requested by any Unit Owner pursuant to the Declaration;

2.2.2.1(p) Maintaining an apartment for use as the residence of a superintendent in the Building or elsewhere (in compliance with applicable Law), on behalf of all Unit Owners;

2.2.2.1(q) Executing, acknowledging and delivering any documents or other instruments necessary to commence, pursue, compromise or settle certiorari proceedings to obtain reduced real estate tax assessments with respect to Units for the benefit and on behalf of (i) all Unit Owners, or (ii) for individual Unit Owners, provided that each such Unit Owner indemnifies the Board from and against all claims, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from such proceedings;

2.2.2.1(r) Purchasing or leasing, in the name of the Board, space for the storage of personal property of Unit Owners, and in connection therewith the promulgation of conditions, rules and regulations for the operation and supervision thereof;

2.2.2.1(s) Preparing, executing, and recording, 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 Condominium Board's reasonable judgment, it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the Declaration and/or these By-Laws;

2.2.2.1(t) Adopting and amending Rules and Regulations covering the details of the operation and use of the Property;

2.2.2.1(u) Purchasing or leasing or otherwise acquiring in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, Units offered for sale or lease or surrendered by their owners to the Condominium Board, provided however that any purchasing or leasing with respect to any Unit shall require the consent of HDC and HPD;

2.2.2.1(v) Purchasing of Units at foreclosure or other judicial sales in the name of the Condominium Board, or its designee, corporate or otherwise, on behalf of all Unit Owners;

2.2.2.1(w) Acquiring in the name of the Condominium Board, or its designee, corporate or otherwise, on behalf of all Unit Owners, rights and interests in real and personal property for use in connection with the ownership;

2.2.2.1(x) Maintaining complete and accurate books and records with respect to the finances and the operation of the Condominium Board, including without limitation: (i) detailed accounts 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 of account of the Condominium, as may be required to be kept pursuant to the terms of these By-Laws; and (iv) minutes and other records of all meetings held pursuant to the terms of these By-Laws;

2.2.2.1(y) Levying fines against Unit Owners for violations of the Rules and Regulations governing the operation and use of the Property and levying late payment charges against Unit Owners for late payment of their Common Charges, including Assessments and Special Assessments;

2.2.2.1(z) Subject to the limitations contained in the Declaration, granting utility, cable, television or other easements as may, at any time, be required for the benefits of the Condominium and Unit Owners without the necessity of the consent thereto, or joinder therein, by the Unit Owners or any mortgagee, provided however that any granting of easements with respect to the Residential Unit shall require the consent of HDC and HPD; and

2.2.2.1(aa) To do such other things and acts not inconsistent with the Condominium Act, the Declaration or these By-Laws, including the adoption and the amendment of Rules and Regulations covering the details of the operation and use of the Property.

2.2.3 Any act with respect to a matter determinable by the Board and deemed necessary or desirable by the Board in connection therewith shall be done or performed by the Board or shall be done on its behalf and at its direction by the agents, employees or designees of the Board.

2.2.4 Each of the Board Members is and shall be bound by and subject to the provisions of Section 2.2 of these By-Laws by virtue of being such Board Member, and no further action or acknowledgment on the part of any Board Member shall be required in order to make any Board Member so bound and subject.

2.3 Managing Agent and Manager. With respect to matters, the determinations concerning which the Condominium Board is entitled to make, the Condominium Board may employ a managing agent and/or a manager ("Managing Agent") at a compensation established by the Board to perform such duties and services as the Condominium Board shall authorize. The Condominium Board may delegate to such Managing Agent other powers granted to the Board by these By-Laws, except the powers set forth in subsections 2.2.2.1(b), (l), (m), (n), (o), (q), (r), (s), (t), (u), (z) and (aa) hereof.

2.4 First Condominium Board. The first Condominium Board shall consist of three (3) Board Members. Two (2) Board Members shall be designated by the Residential Unit Owner and one (1) Board Member shall be designated by the Commercial Unit Owner. These Board Members shall hold office and exercise all powers of the Condominium Board until the first meeting of Unit Owners called for the purpose of electing Board Members. Any or all of said Board Members shall be subject to replacement in the event of resignation or death in the manner set forth in Sections 2.5 and 2.6 of this Article.

2.5 Resignation and Removal. Any Board Member 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 Board Member may be removed, with cause, by the vote of a Majority of Unit Owners, present in person or by proxy at a regular or special meeting of Unit Owners, at which a quorum is present. In the event of a deadlock between the Unit Owners as to whether cause exists warranting the removal of a Board Member, the Unit Owner(s) seeking such removal may submit the matter to Arbitration to determine whether or not such cause exists. If the arbitrator in such Arbitration determines that cause exists, such Board Member shall be deemed automatically removed. Any Unit Owner shall have the right to remove its designee at any time with or without cause. Any Board Member whose removal for cause has been proposed shall be given an opportunity to be heard at the meeting. In the event of resignation or removal (with or without cause), the Unit Owner(s) represented by such resigned or removed Board Member shall have the exclusive right to designate a replacement therefor.

2.6 Vacancies. Any vacancy on the Board for whatever reason shall be filled by the Unit Owner(s) authorized to designate such Board Member promptly after the occurrence of any such vacancy.

2.7 Organizational Meeting of the Board. The first meeting of a newly elected Condominium Board shall be held within ten (10) days of election at such place as shall be fixed by the Board Members at the meeting at which such Board Members were elected.

2.8 Regular Meetings of the Board. Regular meetings of the Board may be held at such time and place in the Borough of Queens or at another location convenient for all Board Members as shall be determined from time to time by a majority of the Board Members. However, the Board shall not be required to meet more than once per calendar year. Notice of regular meetings shall be given to each Board Member, by personal delivery, mail, facsimile or email, at least five (5) business days prior to the day named for such meeting. Members of any committee of the Condominium Board 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.

2.9 Special Meetings of the Board. Special meetings of the Board may be called by the President or Vice President of the Board by giving five (5) business days' prior notice to each Board Member by personal delivery, mail, facsimile or email, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called in like manner and on like notice on the written request of at least two Board Members.

2.10 Waiver of Notice. Before or at any meeting of the Condominium Board, any Board Member may at any time waive notice of any Board meeting in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board Member at any meeting thereof shall constitute a waiver of notice by such Board Member of the time and place thereof. If all the Board Members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

2.11 Determinations by Board; Quorums.

2.11.1 All determinations by the Board shall be made at a meeting of the Board at which a quorum thereof is present. At the Board meeting, a majority of the Board Members thereof shall constitute a quorum for the transaction of business, and except as otherwise required herein or in the Declaration or elsewhere in these By-Laws, the votes of a majority of all such Board Members present shall constitute the decision of the Board.

2.11.2 If at any Board meeting there is less than a quorum present, a majority of those Board Members present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

2.11.3 Board Members may participate in a meeting thereof by means of a conference telephone or similar communications equipment by means of which all persons participating in such meeting can hear each other and such participation shall constitute presence at such meeting. Notwithstanding anything to the contrary contained herein, action permitted or required to be taken at a meeting of the Board may be taken without a meeting if all Board Members 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.

2.12 Compensation. No Board Member shall receive any compensation for acting as such.

2.13 Liability of Board and Unit Owners.

2.13.1 To the extent permitted by applicable Laws, no Board Member shall have any personal liability with respect to any contract, act or omission of the Board or of any Managing Agent in connection with the affairs or operation of the Condominium, any Common Elements (except in their capacities as Unit Owners) and the liability of any Unit Owner with respect thereto shall be limited as hereinafter set forth. Every contract made by the Board or by any Managing Agent thereof shall state that it is made by the Board or Managing Agent only as agent for all Unit Owners, that the Board Members or Managing Agent shall have no personal liability thereon (except in their capacities as Unit Owners) and shall also state the applicable limitations of liability of Unit Owners provided for in the next sentence. The liability of any Unit Owner with respect to any contract, act or omission relating to the Condominium or any General Common Elements shall be limited to such proportionate share of the total liability as the interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners, and, to the extent permitted by applicable Laws, shall be limited to such Unit Owner's interest in such Unit Owner's Unit and such Unit Owner's appurtenant Common Interest so that such Unit Owner shall have no personal liability for such contract, act or omission. Nothing in the preceding sentence shall limit a Unit Owner's liability for the payment of Common Charges. Any such contract or agreement may also provide that it covers the assets, if any, of the Board. Board Members shall have no liability to Unit Owners except that a Board Member shall be liable to such Unit Owner for the Board Member's own bad faith or willful misconduct. All Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Board Member against any liability or claim except those arising out of such Board Member's own bad faith or willful misconduct. The Board may contract or effect any transaction with any Board Member, any Unit Owner, or any affiliate of any of them without, except in cases of bad faith or willful misconduct, incurring any liability for self-dealing.

2.13.2 Neither the Board nor any Board Member thereof shall be liable for either (i) any failure or interruption of any utility or other service to be obtained by, or on behalf of, the Board or to be paid for as a Common Expense, except when any such failure or interruption is caused by the acts of bad faith or willful misconduct of the Board or any Board Member thereof or (ii) any injury, loss or damage to any individual or property, occurring in or about either a Unit or any Limited Common Elements.

2.14 Committees. The Board may, subject to such limitations and exceptions as the Board may prescribe, appoint an Executive Committee and such other committees as the Board may deem appropriate, each to consist of as Board Members as the Board shall deem appropriate for the purpose of making such reports and studies as the Board deems appropriate.

2.15 Legal Status of the Board. The Board shall, to the extent permitted by applicable Law, be deemed to constitute a separate 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 pursuant to the provisions of Section 2.16 hereof, the provisions of this Section 2.15 shall no longer be applicable to the Board.

2.16 Incorporation of the Board. To the extent and in the manner provided in the Condominium Act, the Board may, by action of the Board as provided in this Article 2, be incorporated under the applicable statutes of the State of New York. In the event that the Board 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 the Board 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 hereof and the provisions of such certificate of incorporation and By-Laws.

2.17 Board as Agent of Unit Owners. In exercising its powers and performing its duties under the Declaration and these By-Laws, the Board shall act in good faith as, and shall be, the agent of the Unit Owners, subject to and in accordance with the provisions of the Declaration and these By-Laws.

ARTICLE 3

UNIT OWNERS

3.1 Appointment of the Board Members/Annual Meetings. The Condominium Board shall consist of three (3) Board Members as provided in Article 2 hereof. Within ninety (90) days from the recording of the Declaration, the Unit Owners shall hold a meeting at which time they shall designate Board Members in accordance with the provisions of Section 2.1 hereof and as otherwise provided in these By-Laws. The Unit Owners shall have the right, but shall not be required, to hold an annual meeting each year on or about the anniversary date of the first annual meeting for the purpose of allowing the Unit Owners to designate replacement Board Member(s) and to transact such other business as may properly come before such meetings. In the event that the Unit Owners determine that no annual meeting shall be necessary for any year, the respective terms of the Board Members designated by the Residential Unit Owner shall be deemed automatically renewed for additional one (1) year terms on the anniversary date of the first Unit Owners' meeting; and the Commercial Unit Owner or Community Facility Unit Owner, as applicable, shall designate a Board Member to replace the previous Board Member designated by the other non-residential Unit Owner, as provided in the last sentence of Section 2.1.1 hereof. Each Unit Owner shall be entitled to replace its designated Board Member at any time upon notification to the other Unit Owners without the necessity of calling a Unit Owners' meeting. The Unit Owners may participate in any such Unit Owners' meeting by means of a conference telephone or similar communications equipment by means of which all persons participating in such meeting can hear each other and such participation shall constitute presence at such meeting. In the event that any Unit shall be subdivided so as to create two (2) or more Units in its place, each such subdivided Unit shall not be entitled to a separate representative on the Board, but the Board shall continue to consist of three (3) Board Members and the owners of such subdivided Units shall jointly designate the Board Member which the owner of the original Unit so subdivided was entitled to designate prior to such subdivision.

3.2 Place of Meetings. Meetings of all or any Unit Owners shall be held at the principal office of the Condominium or, at such other suitable and convenient place in the Borough of Queens, as may be designated by the Board.

3.3 Special Meetings. The President of the Board shall call a special meeting of Unit Owners, if so directed by resolution of the Board or upon a petition signed and presented to the Secretary of the Board by the Unit Owners owning not less than a 66 2/3% of the Common Interest of all Unit Owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice

3.4 Notice of Meetings and Actions Taken. Notice of each annual or special meeting shall be given by the Secretary to all Unit Owners of record entitled to vote thereat. Each such notice shall state the purposes of the meeting and the time and place where it is to be held. All notices hereunder shall be given in accordance with Section 5.1 hereof, at least ten (10) business days but no more than thirty (30) business days prior to the day named for the meeting and shall be given or sent to the Unit Owners at their address at the Property or at such other address at the Property or elsewhere as any Unit Owner has designated by notice in writing to the Secretary at least ten (10) days prior to the giving of notice of the applicable meeting. However, if the business to be conducted at any meeting of the Unit Owners shall include consideration of a proposed amendment to the Declaration or to these By-Laws, the notice of such meeting shall be given to all Unit Owners as provided above at least thirty (30) days prior to the day fixed for such meeting, and such notice shall be accompanied by a copy of the text of such proposed amendment. Unit Owners may participate in a meeting by means of a conference telephone or similar communications equipment by means of which all persons participating in such meeting can hear each other and such participation shall constitute presence at such meeting. Notwithstanding anything to the contrary contained herein, action permitted or required to be taken at a meeting of Unit Owners may be taken without a meeting if all Unit Owners consent in writing to the adoption of a Resolution authorizing such action and the writing or writings are filed with the minutes of meeting.

3.5 Adjournment of Meetings. If any meeting of Unit Owners cannot be held because a quorum is not present, a Majority of Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time fixed for the original meeting, provided that all Unit Owners are provided with no less than forty-eight (48) hours notice of such rescheduled meeting. 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.

3.6 Waiver and Consent.

3.6.1 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.

3.6.2 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 or her 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.

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

- (a) Call to order;
- (b) Roll call;
- (c) Proof of notice of meeting;
- (d) Reading of minutes of preceding meeting;
- (e) Reports of officers;
- (f) Reports of Board Members;

- (g) Reports of committees;
- (h) Designation of Board Members by the Unit Owners;
- (i) Unfinished business;
- (j) New business; and
- (k) Adjournment.

3.8 Conduct of Meeting. 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.

3.9 Title to Units. Title to Units may be taken by any individual, corporation, partnership, association, limited liability company, trust or other entity, or any two (2) or more of such owners as joint tenants, tenants in common, or tenants by the entirety, as may be appropriate, but not as owners in severalty.

3.10 Voting.

3.10.1 Each Unit Owner or a person designated by such Unit Owner to act as proxy on such Unit Owner's behalf and who need not be a Unit Owner, shall be entitled to cast the votes appurtenant to such Unit as set forth herein and in the Declaration at all meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Secretary of the Board and shall be revocable at any time by written notice to the Secretary by the Unit Owner so designating; provided, however, that no designation to act as a proxy shall be effective for a period in excess of six (6) months except a designation of a Permitted Mortgagee to act as the proxy of its mortgagor. A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity. Neither the Board nor its designee shall be entitled to vote the interest appurtenant to any Unit owned by the Board and the Common Interest of such Unit shall be excluded from the total Common Interests when computing the interest of Unit Owners for voting purposes.

3.10.2 Except as otherwise set forth herein or in the Declaration, at all meetings of Unit Owners, each Unit Owner (or such Unit Owner's proxy) entitled to vote thereat (including Declarant with respect to Units owned by Declarant) shall be entitled to cast one vote for each percentage point of Common Interest attributable to such Unit Owner's Unit.

3.11 Majority of Unit Owners. Except as may otherwise be provided by Law, as used in these By-Laws, the term "Majority of Unit Owners" means those Unit Owners having more than 50% of the aggregate Common Interest of all Unit Owners, who in each case are present in person or by proxy and voting at any meeting at which a quorum is present.

3.12 Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of Unit Owners owning more than 50% of the aggregate Common Interest attributable to all Units shall constitute a quorum at all meetings of Unit Owners. In the event that a Unit shall be subdivided into two or more Units, such subdivided Unit shall collectively be deemed to constitute one (1) Unit for purposes of determining whether a quorum exists.

3.13 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 is required, in which case such express provisions shall govern and control the decision of such question (see, e.g. Section 2 hereof).

3.14 Right to Vote. At any meeting of Unit Owners, every Unit Owner having the right to vote shall be entitled to vote in person or by proxy, except that, if a Unit shall be subdivided into two (2) or more Units, such subdivided Units shall collectively be entitled to one (1) vote at a meeting of Unit Owners. A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity.

3.15 Proxies. 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.

ARTICLE 4

OFFICERS

4.1 Designation. The principal officers of the Condominium shall be a President, Vice President, Secretary and Treasurer thereof, all of whom shall be designated by the Board. The Board may appoint an Assistant Treasurer, Assistant Secretary and such other officers as in the Board's judgment may be desirable.

4.2 Designation of Officers. The officers of the Board shall be designated annually by the Board Members and each officer shall serve for a term of one (1) year. The offices of Treasurer and Secretary may be filled by the same person. The President must be a Board Member.

4.3 Resignation and Removal of Officers. The officers shall hold office until their successors are chosen and qualify in their stead, unless they no longer qualify pursuant to Section 4.2 above. Any officer may resign at any time by written notice to the Board pursuant to Section 5.1 hereof. 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 may be removed, either with or without cause, at any time, by the affirmative vote of a majority of the Board Members, at any regular meeting of the Board or at any special meeting of the Board called for such purpose. A successor officer may be designated at any regular Board meeting or at any special Board meeting called for such purpose. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Condominium Board.

4.4 President. The President of the Condominium shall be the chief executive officer of the Condominium and shall preside at all meetings of Unit Owners and at all meetings of the Board. The President shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including, but not limited to, the power to appoint committees from among Unit Owners from time to time as the President decides is appropriate to assist in the conduct of the affairs of the Condominium.

4.5 Vice President. The Vice President of the Condominium shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If both the President and the Vice President of the Condominium are unable to act, the Board shall appoint a Board Member to act in the place of the President and Vice President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board or by the President.

4.6 Secretary. The Secretary of the Condominium shall record all votes and keep the minutes of all meetings of Unit Owners and of the Condominium Board. The Secretary shall have charge of such books and papers as the Board shall direct and shall in general perform all the duties incident to

the office of secretary of a stock corporation organized under the Business Corporation Law of the State of New York. The Secretary shall give, or cause to be given, notice of all Unit Owners meetings and special meetings of the Condominium Board, and shall perform such other duties as may be prescribed by the Condominium Board or by the President, under whose supervision the Secretary shall be.

4.7 Treasurer. The Treasurer shall have the care and custody of the funds and securities of the Condominium, and shall be responsible for keeping full and accurate financial records and books of account thereof showing all receipts and disbursements necessary for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all funds and other securities in the name of the Board (or in the name of the Managing Agent appointed by the Board) in such depositories as may from time to time be designated by the Board and shall in general perform all of the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

4.8 Execution of Documents. Unless otherwise delegated by the Board, all agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any officer thereof or by such other person or persons as may be designated by the Board. However, the Board can, by resolution, determine that an expenditure in excess of a specified amount by the Board must be countersigned by two officers or Board Members. A copy of any such signed documents shall be delivered promptly to the Unit Owners.

4.9 Compensation of Officers. Except as otherwise provided by the Board, no officer shall receive any compensation for acting as such.

4.10 Liability of Officers. The officers of the Condominium shall have the same rights and liabilities as the Board Members under Article 2 of these By-Laws.

ARTICLE 5

NOTICES

5.1 Notices. All notices required or desired to be given hereunder to the Board shall be personally delivered or sent by registered or certified mail, return receipt requested, or by a reputable overnight delivery service (for next business day delivery) or by facsimile, provided that a copy of any notice sent by facsimile is also sent by overnight delivery service (for next business day delivery), to the office of the Board or to such other address as the Board may designate from time to time, by notice in writing to all Unit Owners and to all Permitted Mortgagees, as the case may be, and if there is a Managing Agent, a duplicate shall be sent in like manner to such Managing Agent. Each Unit Owner shall be entitled to designate one or more of its principals, partners, members or stakeholders (each a "Unit Owner Constituent") to receive notices given by the Board and/or the other Unit Owners under the Declaration or these By-Laws by giving written notice to the Board and such other Unit Owners identifying the name and address of such Unit Owner Constituent where such notices shall be given. Upon the giving of such a notice so identifying a Unit Owner Constituent, all notices to a Unit Owner under the Declaration or these By-Laws shall simultaneously be given to such Unit Owner Constituent in order to be effective. All notices to any Unit Owner, Unit Owner Constituent, and/or Occupant Parties shall, except as otherwise provided herein, be personally delivered or sent by registered or certified mail to the Property address of such Unit Owner or to such other address as may have been designated by such Unit Owner or Unit Owner Constituent from time to time, in writing, to the Condominium Board. All notices to Permitted Mortgagees shall be personally delivered or sent by certified or registered mail, return receipt requested, or by a reputable overnight delivery service (for next business day delivery) or by facsimile, provided that a copy of any notice sent by facsimile is also sent by overnight delivery service (for next business day delivery) to their respective addresses, as designated by them from time to time, in writing to the

Condominium Board. All notices shall be deemed to have been given when personally delivered or mailed in a postage prepaid sealed wrapper, except notices of change of address which shall be deemed to have been given when received.

5.2 Waiver of Service of Notice. Whenever notice is required to be given by Law, the Declaration or 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 6

OPERATION OF THE PROPERTY

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

6.2 Determination of Common Expenses and Fixing of Common Charges.

6.2.1 The Condominium Board shall determine the amount of the Common Charges payable by the Unit Owners to meet the Common Expenses of the Condominium, and except as otherwise provided herein, it shall allocate and assess such Common Charges and Common Expenses among the Unit Owners in proportion to the respective Common Interests, as set forth in Exhibit B to the Declaration. Common Expenses 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 General Common Elements and all other costs and expenses incurred by the Condominium Board in the operation of the Condominium and/or as required to perform its obligations hereunder and in the Declaration and the Condominium Act. The Common Expenses shall also include (i) such amounts as the Board 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 pursuant to the provision of this Article, or reserves for same; and (iii) such amounts as may be required for the rental or purchase by the Board or its designee of a Unit. Common Expenses shall include real estate taxes and other taxes and assessments on the Property allocated as set forth in Section 6.18 below until the Units are separately assessed. In accordance with Real Property Law Section 339-m, in addition to basing charges on Common Interests, the Condominium Board may also make allocations and assessments of Common Expenses in accordance with higher insurance rates on some Units, submetering, contract allocations 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. To the maximum extent practicable, the Condominium Board shall allocate costs based upon metered or submetered usage.

6.2.2 The Condominium Board 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 failure or delay of the Condominium Board 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 Expenses 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 Charges at the rate established for the previous fiscal year until notice of the new payment shall become due in accordance with the new budget. The Condominium Board 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 other operating expenses, as well as charges to cover any deficits from prior years, that may be declared to be Common Expenses by the Condominium Act, the Declaration or these By-Laws.

6.2.3 Intentionally omitted.

6.2.4 Except as otherwise provided herein, all costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to any Unit shall be borne solely by the Unit Owner of that Unit. Except as otherwise provided herein, all costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to (i) any Residential Limited Common Elements shall be borne exclusively by the Residential Unit Owner, (ii) any Commercial Limited Common Elements shall be borne exclusively by the Commercial Unit Owner, and (iii) any Community Facility Limited Common Elements shall be borne exclusively by the Community Facility Unit Owner.

6.2.5 The excess of all rents, profits and revenues derived from the rental or use of any space or Facility forming part of or included in any General Common Elements remaining after the deduction of any non-capital expenses paid or incurred in connection therewith shall be collected by the Condominium Board as agent for and on behalf of the Unit Owners. Notwithstanding any provision contained in these By-Laws or in the Declaration to the contrary, in no event shall any rent, profit or revenue derived from the rental or use of any space in the Building be deemed to be derived from the rental or use of any floor slabs, ceilings or walls delineating or enclosing such space or the incidental use of any portion of any Common Elements appurtenant to such space.

6.2.6 Notwithstanding anything to the contrary herein, no part of the net earnings of the Condominium may inure (other than by acquiring, constructing, or providing management, maintenance, and care of association property, and other than by a rebate of excess membership dues, fees, or assessments) to the benefit of any Unit Owner or individual.

6.2.7 Expenses that are attributable solely to one Unit shall be borne solely by the Unit Owner of the Unit that benefits from the service to which the expense is attributed.

6.2.8 The Condominium Board may impose a Special Assessment as it deems necessary to meet unanticipated or extraordinary expenses, including, but not limited to expenses incurred for major capital improvements. If such expenses are attributable solely to General Common Elements, they shall be assessed to all Unit Owners in the same manner as Common Expenses as set forth in Section 6.2.2. If such expenses are attributable solely to the Residential Limited Common Elements or Commercial Limited Common Elements or the Community Facility Limited Common Elements, they shall be assessed exclusively to the Residential Unit Owner or the Commercial Unit Owner or the Community Facility Unit Owner, as applicable.

6.3 Payment of Common Charges.

6.3.1 The Unit Owners shall be obligated to pay to the Condominium Board the Common Charges assessed to them by the Board at such time or times as the Board determines. 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 manner determined by the Board.

6.3.2 No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against such Unit Owner's Unit subsequent to a sale or other conveyance by him (made in accordance with these By-Laws and the Declaration) of such Unit together with its appurtenant Common Interests. Any Unit Owner may, subject to the terms and conditions of these By-Laws and the Declaration, and provided that (a) such Unit is free and clear of liens and encumbrances other than Permitted Mortgages and the statutory lien for unpaid Common Charges, and (b) no violation of any provision of the Declaration, these By-Laws or the rules and regulations then exist with respect to such Unit, convey for no consideration such Unit together with its appurtenant Common Interests, to the Condominium Board or its designees, corporate or otherwise, and in such event (except as hereinafter set

forth), be exempt from Common Charges thereafter accruing. A purchaser of a Unit shall be liable for the payment of Common Charges accrued and unpaid against such Unit prior to the acquisition by him of such Unit. In the event of a foreclosure sale of a Unit by a Permitted Mortgagee, the owner of such Unit prior to the foreclosure sale shall remain liable for the payment of all unpaid Common Charges which accrued prior to such sale and the Person acquiring the same by foreclosure shall not be liable for same. Except to the extent prohibited by Law, the Board, on behalf of all Unit Owners, shall have a lien on each Unit for unpaid Common Charges, together with interest thereon, assessed against such Unit, and each Unit Owner shall execute such documents as reasonably requested by the Board to effectuate such lien.

6.3.3 In the event that prior to the Units being separately assessed for real estate tax purposes, the Board pays real estate taxes on behalf of a Unit Owner, the amount of such real estate taxes shall be deemed to be Common Charges, and the Board shall have a lien (as provided in Subsection 6.3.2) for any such accrued and unpaid amounts.

6.3.4 The Condominium Board or the Managing Agent shall promptly provide any Unit Owner who so requests, with a written statement of all unpaid Common Charges due to it from such Unit Owner.

6.4 Collection of Common Charges. The Board shall be entitled to take prompt action to collect any Common Charges due to the Board which remain unpaid for more than thirty (30) days after the due date for payment thereof by way of foreclosure of the lien on such Unit in accordance with the Condominium Act or otherwise and as provided in Section 6.6 of these By-Laws. Prior to making any such declaration following a default, the Board shall send notice to the delinquent Unit Owner with a copy to the Permitted Mortgagee of such Unit, if any, giving the Unit Owner a five (5) day grace period in which to make his payment.

6.5 Default in Payment of Common Charges. In the event any Unit Owner fails to make payment of Common Charges when due, such Unit Owner shall be obligated to pay (a) a "late charge" equal to the greater of \$150.00 or one (1%) percent of such amounts which remain unpaid for more than ten (10) days from their due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid), and (b) interest at the rate of two percent (2%) per month (but in no event in excess of the maximum rate permitted by Law) on such unpaid amounts computed from the due date, thereof, together with all costs and expenses, including, without limitation, reasonable attorneys' fees paid or incurred by the Board or by 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 as provided in Section 339-z of the New York Condominium Act, in the manner provided in Section 339-aa thereof or in any other manner permitted by Law. All such "late charges," interest, reasonable attorneys' fees, costs and expenses shall be added to and shall constitute Common Charges payable by such Unit Owner. Notwithstanding the foregoing, the Board may establish its own alternate fees for late payments, whether such fees are more or less than the charges set forth herein. Notwithstanding anything to the contrary contained in this Section 6.5 or elsewhere in these By-Laws, no Unit Owner shall be obligated to pay a late charge or interest charge pursuant to this Section 6.5 unless such Unit Owner has failed to timely pay Common Charges more than one time during any twelve (12) month period and has failed to pay such unpaid Common Charges within fifteen (15) days after receipt of written notice of default from the Board.

6.6 Foreclosure of Liens for Unpaid Common Charges. In the event that any Unit Owner shall default in its obligation to pay Common Charges (a "Defaulting Unit Owner"), the Board shall not bring an action to foreclose its lien therefor prior to giving a notice of default to the Defaulting Unit Owner (and/or any Unit Owner Constituent designated by such Defaulting Unit Owner) and an opportunity to cure such default as more fully set forth in Section 15.1(b) of these By-Laws. If, after the expiration of such cure period, the Board shall bring an action to foreclose such lien, the Defaulting Unit

Owner shall be required to pay a reasonable rental for the use and occupancy of any space within such Unit Owner's Unit which such Unit Owner will continue to occupy upon completion of such foreclosure and the Board shall be entitled to the appointment, without notice, of a receiver to collect the same. Any Board Member designated by a Defaulting Unit Owner (whether before or after such default) shall not have the right to vote on whether the Board shall bring an action against such Defaulting Unit Owner. Only a quorum consisting of the Board Member(s) elected by the non-Defaulting Unit Owners shall have the right to vote on whether the Board should bring a foreclosure action against the Defaulting Unit Owner. A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing or waiving the lien securing such Common Charges. In the event the net proceeds received on such foreclosure sale (after deduction of all legal fees, advertising costs, brokerage commissions and other costs and expenses incurred in connection therewith) are insufficient to satisfy the defaulting Unit Owner's obligations, such Unit Owner shall remain liable for the deficit.

6.7 Board's Right to Purchase at Foreclosure Sale. The Board, 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 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 may be brought separately without waiving the lien on the Unit. The cost of such purchase or lease may be included in the Common Expenses. 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 or its designee) shall remain liable for the default.

6.8 Insurance.

6.8.1 The Condominium Board shall be required to obtain and maintain, to the extent obtainable, the following insurance: (a) fire insurance with all risk extended coverage, vandalism and malicious mischief endorsements and increased cost of construction endorsements, insuring the Building including all General Common Elements, together with all service machinery contained therein, if any, and covering the interests of the Condominium, the Board and all Unit Owners and their Permitted Mortgagees, as their respective interests may appear, in an amount equal to one hundred (100%) percent of the full replacement value of the Building, said policies shall contain a New York standard mortgagee clause in favor of each Permitted Mortgagee which shall provide that the loss, if any, thereunder shall be payable to such Permitted Mortgagee as its interest may appear, subject however, to the loss payment provisions hereinafter set forth; (b) rent insurance in an amount equal to Common Charges for one year; (c) worker's compensation and New York State disability benefits insurance; (d) boiler and machinery insurance; (e) plate glass insurance to the extent, if any, determined by the Condominium Board; (f) water damage insurance to the extent, if any, determined by the Condominium Board; (g) fidelity insurance covering the Board and all Board Members, officers, directors, Managing Agents and employees of the Condominium; (h) directors and officers liability insurance; and (i) such other insurance as the Condominium Board may determine. The Condominium Board shall also maintain war risk insurance (to the extent obtainable from the United States of America or any agency thereof at reasonable rates), flood insurance and insurance against loss or damages from leakage of sprinkler systems, steam boilers, air conditioning equipment, pressure vessels or similar apparatus or such other insurance as may be required by a Permitted Mortgagee holding a mortgage. The premiums for all insurance referred to above and for the liability insurance referred to below shall be a Common Expense and shall be borne by the Unit Owners in proportion to their respective Common Interests.

6.8.2 All such policies shall provide that adjustment of loss shall be made exclusively by the Condominium Board. Insurance proceeds with respect to any loss shall be payable to the Board, except that the proceeds of all policies of physical damage insurance, if in excess of \$1,000,000, shall be

payable to a New York City bank or trust company designated by the Condominium Board as Insurance Trustee (as defined in Section 14.1 of these By-Laws) pursuant to the provisions of Section 14.5 of these By-Laws. However, if damage is sustained solely by a particular Unit or by any Limited Common Elements which solely benefit one particular Unit (and not by any General Common Elements or Limited Common Elements benefitting another Unit), then the proceeds of the insurance policy shall be payable to the affected Unit Owner, or such Unit Owner's Permitted Mortgagee.

6.8.3 All policies of physical damage insurance shall contain, to the extent obtainable, waivers of subrogation and waivers of any defense based on (i) co-insurance, (ii) other insurance, (iii) invalidity arising from any acts of the insured, or (iv) pro rata reduction of liability, and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days' prior written notice to all of the insureds, including all Unit Owners and Permitted Mortgagees. The Condominium Board shall provide copies of insurance certificates to any Permitted Mortgagee upon request.

6.8.4 The Condominium Board shall also be required to obtain and maintain, comprehensive general liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Property, in "commercially reasonable amounts" (i.e., such amounts as maintained by comparable mixed-use condominium properties in the Borough of Queens), in such limits as the Board may from time to time determine, covering (i) the Board, the Managing Agent thereof, each Board Member, and each officer and employee of the Condominium, and (ii) Unit Owners, except that such policy will not cover liability of a Unit Owner arising from occurrences within such Unit Owner's own Unit or within the Limited Common Elements, if any, appurtenant to such Unit Owner's Unit. The Condominium Board shall review such limits once each year. The insurance required in accordance with this Subsection 6.8.4 shall also cover cross-liability claims of one insured against another. In the event that any Permitted Mortgage held by HDC requires the Board to maintain insurance with coverage limits which exceed commercially reasonable limits (as hereinafter defined), then the excess premium attributable to that portion of the coverage which is greater than commercially reasonable limits shall not be a Common Expense of the Condominium but shall be solely assessed to and paid by the Unit Owner subject to such Permitted Mortgage. For purposes of this Subsection 6.8.4, the term "commercially reasonable limits" shall mean the limits of liability insurance which would customarily be held by reasonably prudent owners of other properties of a similar nature and character as the Property and located within the same geographical area as the Property.

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

6.8.6 Notwithstanding anything to the contrary contained in Section 6.8 of these By-Laws or elsewhere in these By-Laws or in the Declaration, if at any time there is common ownership of all of the Units, the Condominium Board may purchase and maintain (a) a general liability insurance policy covering both the Common Elements (including Limited Common Elements) and the Units (including interiors of the Units), and (b) a property insurance policy covering any improvements and betterments and business personal property located in the interior of all Units as well as the Common Elements.

6.8.7 For so long as the HDC Loans are outstanding, the Condominium Board shall pay to HDC an insurance escrow reserve equal to approximately six months of insurance premiums, with respect to insurance policies required by the terms of the HDC Loans to be maintained by the Condominium Board, and thereafter on a monthly basis a sum equal to 1/12 of the anticipated annual premium(s), as reasonably determined by HDC, for any insurance policies required by the terms of the HDC Loans to be maintained by the Condominium Board and set forth in these By-Laws. Such amounts shall be expended by HDC to reimburse the Condominium for, or to pay directly when due, on behalf of the Condominium Board, the premiums of such insurance policies. The Condominium Board shall remit

the portion of the escrow paid by all Unit Owners to HDC at the time the Residential Unit Owner remits the Residential Unit's mortgage payment to HDC. The Unit Owners and the Condominium Board 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 such insurance premiums, shall be paid by the Unit Owners in accordance with the Units' respective percentage interests in the Common Elements 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 Condominium Board and apportioned between the Units in accordance with the Units' respective percentage interests in the Common Elements. 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.

6.8.8 The Condominium Board is not required to obtain or maintain any insurance with respect to any personal property contained in a Unit. Each Unit Owner shall, at the Unit Owner's own cost and expense, obtain and keep in full force and effect:

(a) comprehensive personal liability insurance against any and all claims for personal injury, death or property damage (including, but not limited to, loss due to water damage) occurring in, upon, or from the Unit or any part thereof, with minimum combined single limits of liability of \$1,000,000 for bodily injury or death arising out of any one occurrence including \$1,000,000 for damage to property;

(b) tenant's "all-risk" property insurance in respect of property damage occurring in, upon, or from the Unit or any part thereof (including, but not limited to appropriate coverage for personal property, additions, alterations improvements and betterments and loss due to water damage); and

(c) with respect to such Unit Owner's Unit and the Limited Common Elements appurtenant thereto, (i) fire insurance with all risk extended coverage, vandalism and malicious mischief endorsements and increased cost of construction endorsements, insuring the entire Building comprising the Unit, together with all service machinery contained therein, in an amount equal to one hundred (100%) percent of the full replacement value of such Unit Owner's Building; (ii) rent insurance in an amount equal to Common Charges allocable to such Unit for one year; (iii) worker's compensation and New York State disability benefits insurance; (iv) boiler and machinery insurance; (v) plate glass insurance, if applicable; and (vi) water damage insurance in commercially reasonable amounts.

The limits of liability set forth in (a) and (b) above may be increased by the Condominium Board from time to time. The insurance required above shall be written in form reasonably satisfactory to the Condominium Board by good and solvent insurance companies of recognized standing, admitted to do business in the State of New York. Upon ten (10) days' written notice from the Condominium Board or the Managing Agent, the Unit Owner shall deliver to the Condominium Board a duplicate original of the aforesaid policies, certificates evidencing such insurance or such other confirmation satisfactory to the Condominium Board. To the extent either party is insured for loss or damage to property, each party will look to their own insurance policies for recovery.

6.9 Repair or Reconstruction after Fire or Other Casualty.

6.9.1 In the event that the Building or any part thereof is damaged or destroyed by fire or other casualty, the Condominium Board shall arrange for the prompt repair and restoration thereof (unless the Unit Owners have elected not to restore the Building as provided in Section 6.9.3 hereof) and the Board or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance

policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any deficit or surplus in insurance proceeds received for such repairs or restoration shall be borne as a Common Expense or profit, respectively, as provided in Sections 6.2.2 and 6.2.5 hereof, or shared by all Unit Owners in proportion to their respective Common Interests.

6.9.2 Unless the Unit Owners have elected not to restore the Building as provided in subsection 6.9.3 hereof, damage or destruction to a Unit or to any Limited Common Elements appurtenant thereto as a result of fire or other casualty shall be promptly repaired and reconstructed by the Unit Owner of the affected Unit(s). If a Unit Owner fails to repair or reconstruct such Unit Owner's Unit or the Limited Common Elements appurtenant thereto, the Board may cause the Unit to be repaired or reconstructed and the costs incurred in connection therewith shall be charged to the defaulting Unit Owner as an Assessment.

6.9.3 If seventy-five percent (75%) or more of the Building is destroyed or substantially damaged then, unless Unit Owners whose percentage of Common Interests totals at least seventy-five (75%) percent in the aggregate of the total Common Interest shall promptly resolve not to repair or restore the Building, the Unit Owners shall be deemed to have resolved to proceed with the repair or restoration thereof. In the event that the Unit Owners shall so vote not to repair or restore the Building, then the Building will not be repaired and the Property shall be subject to an action for partition instituted by any Unit Owner or lienor, as if owned in common, in which case the net proceeds of sale, together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to Section 6.9.1, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds), shall be divided among all Unit Owners in proportion to their respective Common Interests; provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of such Unit Owner's share of such funds, such amounts as may be necessary to discharge or reduce all unpaid liens on such Unit Owner's Unit (other than mortgages which are not Permitted Mortgages) in the order of the priority of such liens. As used in this Section 6.9, the phrase "promptly resolve" means resolve as promptly as practical under the circumstances but in any event, not more than sixty (60) days from the date of such damage or destruction.

6.9.4 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 to insurance proceeds for loss or damage to a Unit or to insurance proceeds distributed to a Unit Owner for loss of or damage to the Building where the Board shall not make such repair.

6.10 Maintenance and Repairs.

6.10.1 By the Condominium Board.

6.10.1.1 Except as otherwise provided in the Declaration or these By-Laws, all painting, decorating, maintenance, repairs and replacements, whether structural or nonstructural, ordinary or extraordinary, in or to the General Common Elements shall be made by the Condominium Board. The cost and expense thereof shall be charged to the Unit Owners as a Common Expense, 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.

6.10.1.2 In the event that any painting, decorating, maintenance, repairs or replacements to the Building or any part thereof is necessitated by the negligence, misuse or neglect of the Condominium Board, then the entire cost thereof shall be charged to the Unit Owners as a Common Expense, except in all cases where such cost is entirely covered by the proceeds of insurance maintained

pursuant to the provisions of these By-Laws, in which case such proceeds shall be utilized to pay such cost.

6.10.1.3 It shall be the obligation of each Unit Owner, at its sole cost and expense, to clean the sidewalks, if any, appurtenant to its respective Unit and to remove the snow and ice therefrom. The cost of repairing and replacing the sidewalks shall be the responsibility of the Condominium Board and shall be a Common Expense.

6.10.1.4 The Condominium Board shall repair and replace any pipes, wires, conduits and utility lines located underground which serve all of the Units and the cost thereof shall be a Common Expense, except that each 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 Condominium Board shall repair all plumbing stoppages and electrical repairs which affect all of the Units.

6.10.1.5 Promptly upon obtaining knowledge thereof, each Unit Owner shall notify in writing in accordance with Section 5.1 hereto, the other Unit Owners or the Condominium Board or the Managing Agent as to any defect or need for repairs for which the Condominium Board is responsible pursuant to the terms hereof. All painting, decorating, maintenance, repairs and replacements performed hereunder or otherwise, whether by or at the behest of a Unit Owner or the Condominium Board, shall be performed in such a manner as shall not unreasonably disturb or interfere with any Unit Owners or the Occupant Parties of any Units.

6.10.2 By the Unit Owners.

6.10.2.1 Except as otherwise provided in the Declaration or these By-Laws, all maintenance, painting, decorating, repairs and replacements, whether structural or nonstructural, ordinary or extraordinary, (i) in or to any Unit (excluding General Common Elements included therein except as otherwise provided in these By-Laws) and the entrance doors thereto shall be made by the Unit Owner who owns such Unit at such Unit Owner's sole cost and expense; and (ii) in and to the Limited Common Elements shall be made by the Unit Owner which has exclusive use of such Limited Common Elements at its sole cost and expense and, if more than one Unit Owner has use of such Limited Common Elements, such cost and expense shall be paid by each Unit Owner in the same proportion as their respective Common Interest bears to the aggregate of all such Units' Common Interests.

6.10.2.2 Every Unit Owner must perform promptly all maintenance and repair work to such Unit Owner's Unit, which if omitted would affect the Condominium in its entirety or in a part belonging to other Unit Owners, such Unit Owner being expressly responsible for the damages and liabilities that its failure to do so may engender.

6.10.2.3 Each Unit and the Limited Common Elements appurtenant thereto shall be kept in good condition, order and repair (and free of snow, ice and accumulation of water with respect to any balcony, terrace, roof, or other part of the Property exposed to the elements) by the Unit Owner thereof, and such Unit Owner shall promptly make or perform, or cause to be made or performed all maintenance work (including, without limitation, painting, repairs and replacements) that is necessary in connection therewith. In addition, the public areas of the Building and those areas exposed to public view shall be kept in good appearance, in conformity with the dignity and character of the Building, by each Unit Owner with respect to its Unit and the Limited Common Elements appurtenant thereto.

6.10.2.4 All repairs or replacements shall be of quality substantially similar to or better than the original construction and installation. In the event any Unit Owner fails to make any maintenance or repair to its Unit or appurtenant Limited Common Elements, which maintenance or repair is necessary to protect any of the Common Elements or any other Unit (a "Required Repair"), the

Condominium Board shall deliver a written notice (the "Board's First Repair Notice") to such Unit Owner specifying the nature of the Required Repair and giving such Unit Owner ten (10) days to perform the Required Repair. In the event such Unit Owner fails to comply with the Board's First Repair Notice within such ten (10) day period, the Condominium Board shall deliver a second written notice to the Unit Owner (the "Board's Second Repair Notice") giving three (3) additional business days to comply with the Board's First Repair Notice. If such Unit Owner or other party fails to perform the Required Repair within the time period specified in the Board's Second Notice, and the Required Repair relates to a matter that the Board has determined adversely affects or may adversely affect another Unit or the Common Elements or presents or may present an unsafe or hazardous condition or an environmental or health risk to any persons or the Building, the Condominium Board is hereby authorized as attorney-in-fact for such Unit Owner or other party, coupled with an interest, to perform such Required Repair in the name of such Unit Owner and to charge such Unit Owner for the cost of the Required Repair. In the event of any Emergency, the Condominium Board is hereby authorized as attorney-in-fact for such Unit Owner or other party, coupled with an interest, to perform such Required Repair without being required to send any notices thereof. In the event that the Condominium Board charges a Unit Owner for the cost of any Required Repair to such Unit Owner's Unit and the Unit Owner fails to make prompt payment, the Condominium Board shall be entitled to bring suit thereon and, in such event, the Unit Owner shall be liable, in addition to the cost of such Required Repair, for the reasonable attorneys' fees and costs of such or proceeding together with interest on all sums due.

6.10.2.5 All repairs, painting or maintenance made by a Unit Owner to the doors, windows or to any generally visible portion of the Building shall be carried out in such a manner so as to be in conformity with the materials, style, and colors selected or as determined by the Condominium Board. The exterior glass surfaces of all windows located in any Unit shall not be colored or painted, and no neon or colored lights or signs may emanate therefrom. Neither the windows, window frames nor mullions may be modified, altered or replaced without the consent of the Condominium Board. All maintenance, repairs and replacements of any windows in a Unit shall be made by the applicable Unit Owner.

6.11 Alterations.

6.11.1 By the Condominium Board. Subject to the provisions of the HDC/HPD Regulatory Agreement and the Permitted Mortgages, except as otherwise provided in the Declaration or these By-Laws and subject to Section 2.2 of these By-Laws, all additions, alterations and improvements (collectively, the "Alterations") in or to any General Common Elements shall be made by a vote of the Condominium Board, and the cost and expense thereof shall be charged by the Condominium Board to the Unit Owners as a Common Expense or the Unit Owner(s) responsible therefor, as the case may be. Subject to Section 2.2 of these By-Laws, whenever in the judgment of the Condominium Board, the General Common Elements shall require Alterations costing in excess of an aggregate of \$100,000.00 in any calendar year (except if such Alterations are provided for in a duly approved budget), and the making of such Alterations shall have been approved by a Majority of the Unit Owners, the Condominium Board shall proceed with such Alterations and shall assess all Unit Owners, to the extent applicable, for the cost thereof as a Common Expense, unless paid from a reserve maintained by a Permitted Mortgagee therefor. Except as otherwise provided in these By-Laws or in the Declaration, all such Alterations costing \$100,000 or less may be made by the Condominium Board without approval of the Unit Owners, and the cost thereof shall be a Common Expense, payable as set forth in Section 6.3 of these By-Laws. Alterations not approved by the Condominium Board shall not be subject to Arbitration or other dispute resolution under Article 11. Notwithstanding anything to the contrary contained in this subsection 6.11.1 or elsewhere in these By-Laws or in the Declaration, for so long as the HDC Mortgages are in effect, no structural Alterations and/or Repairs shall be permitted without the prior written consent of HDC.

6.11.2 By the Unit Owners.

6.11.2.1 Article 10 of the Declaration shall govern the right of a Unit Owner to make Alterations to its Unit. Any Unit Owner making Alterations to its Unit shall be deemed to have agreed to indemnify and hold harmless the Condominium Board, its Board Members and officers, the Managing Agent and all other Unit Owners from any damage, liability, costs and expenses including, without limitation, reasonable attorneys' fees and disbursements, arising therefrom.

6.11.2.2 In connection with making any Alterations to its Unit, each Unit Owner shall: (a) cause all construction to be performed at reasonable times; (b) remove all construction debris in compliance with all applicable Laws, including those relating to the removal and transport of Hazardous Materials; (c) take commercially reasonable measures to minimize the interruption of services to the other Unit(s); and (d) procure liability insurance and worker's compensation for contractors in commercially reasonable amounts during construction. No such Alterations shall commence until all permits required by the City of New York and all insurance certificates reasonably required by the Condominium Board or its Managing Agent, if applicable, are provided to the Condominium Board or the Managing Agent, if applicable. Any Unit Owner who disturbs the General Common Elements in connection with making Alterations shall, promptly upon completion of such Alterations, restore such General Common Elements to as near the condition as existed immediately prior to such disturbance as is reasonably practicable.

6.11.2.3 In connection with making any Alterations to its Unit, each Unit Owner agrees that (i) all such Alterations shall be made at the Unit Owner's sole cost and expense; (ii) all such Alterations shall be done in compliance with all Laws; (iii) all work shall be done by reputable licensed contractors with liability, property damage and worker's compensation insurances in commercially reasonable amounts; and (iv) all Alterations made to any Unit shall be deemed to form a part of the Unit and shall be maintained in their entirety by Unit Owner of such Unit, who shall also be responsible for any repairs, including structural repairs, to such area in any event, and to the Unit and any Common Elements where such repairs become necessary, due to additional stresses caused by the Alterations or due to improper design or construction of any of the Alterations.

6.11.2.4 Any application to any department of the City of New York or to any other governmental authority having jurisdiction thereof for a permit to make a structural Alteration in or to any Unit so approved by the Board (to the extent that such Approval is required under Article 10 of the Declaration) shall, if required by applicable Laws or such department or authority, be executed 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 Alterations to any person having any claim for injury to person or damage to property arising therefrom.

6.11.2.5 In the event that, in the course of performing any Alterations or repairs to a Unit, any condition or circumstance shall arise which shall materially delay, prevent or adversely affect, the issuance or reissuance of a temporary or permanent certificate of occupancy for any other Unit, then the Unit Owner performing such Alterations or repairs shall promptly cure such condition or circumstance, at such Unit Owner's sole cost and expense. If such Unit Owner shall fail to diligently commence and continuously proceed with such cure within ten (10) days after receipt written notice from the adversely affected Unit Owner, then the adversely affected Unit Owner shall be entitled to obtain injunctive relief as well as to pursue any remedy available at Law against the Unit Owner performing such Alterations or repairs.

6.11.2.6 Neither the Condominium Board nor any Unit Owner (other than the Unit Owner(s) making any Alterations or causing such Alterations to be made, in or to its, or their Unit(s) and appurtenant Limited Common Elements) shall incur any liability, cost, or expense either (i) in connection with the preparation, execution, or submission of the applications referred to in this section of the By-Laws; (ii) to any contractor, subcontractor, material man, architect, or engineer on account of any

alterations, improvements, additions, or repairs made or caused to be made by any Unit Owner; or (iii) to any person asserting any claim for personal injury or property damage arising therefrom.

6.11.3 The Condominium Board and the Unit Owners shall use commercially reasonable efforts to minimize obstructions to the Units when making any Alterations without being required to pay overtime.

6.12 Consent to Alterations.

6.12.1 Subject to the provisions of the HDC/HPD Regulatory Agreement, and any Permitted Mortgages, in the event that pursuant to any of the provisions of these By-Laws, any consent by the Board, Mortgage Representative(s), or Unit Owner is required as a condition precedent to any Alterations proposed to be made by a Unit Owner or the Board (sometimes collectively referred to herein as the "Proponent"), such consent, subject to Article 10 of the Declaration, shall not be unreasonably withheld or delayed by the Board, Mortgage Representative or Unit Owner (referred to in this Section 6.12.1 as the "Opposing Party") whose consent is so required. The Proponent shall give to the Opposing Party written notice setting forth in reasonable detail the material aspects of such proposed Alteration and the plans and specifications reflecting the Alterations proposed to be made. If the Opposing Party does not give notice of any objection to the Proponent within thirty (30) days after the Proponent gives its notice, then the Opposing Party shall be deemed to have consented to the making of the proposed Alteration. If the Opposing Party does give notice of objection (which notice of objection shall set forth in reasonable detail the specific objections of the Opposing Party) within such thirty (30) day period and the Proponent considers such objection unreasonable, then the Proponent may submit to Arbitration (as provided in Article 11 hereof) the question of whether or not the Opposing Party unreasonably withheld its consent. If, in such Arbitration it is determined that the Opposing Party unreasonably withheld its consent, the Proponent, as its sole remedy, may make the proposed Alteration. Notwithstanding anything to the contrary contained in this subsection 6.12.1 or elsewhere in these By-Laws or in the Declaration, for so long as the HDC Mortgages are in effect, no structural Alterations and/or Repairs shall be permitted without the prior written consent of HDC.

6.12.2 Nothing contained in Section 6.12.1 shall in any way be deemed to limit (a) the Proponent's right to modify any proposal made by it thereunder in such a manner as such Proponent believes will meet the objections of the Opposing Party or of any arbitrator, or (b) any party's right, pursuant to the other applicable provisions of these By-Laws or the Declaration, to make any Alteration to a Common Element without the Opposing Party's consent. Nothing contained in Section 6.12.1 shall obligate the holder of a Permitted Mortgage to consent to any Alteration proposed to be made to the Unit on which such Permitted Mortgage is a lien, to the extent that a Unit Owner such be obligated to obtain consent pursuant to the terms of such Permitted Mortgage.

6.13 Rules and Regulations. In addition to the other provisions of these By-Laws, the Rules and Regulations annexed hereto as Schedule A and made a part hereof shall govern the use of the Units and the Common Elements. Except as otherwise set forth in these By-Laws or the Declaration, the Condominium Board may from time to time modify, amend or establish such other rules and regulations it deems necessary to protect the Common Elements and the Units and as it deems necessary to protect the health and safety of the occupants. Copies of any newly adopted, modified, amended or additional Rules and Regulations shall be furnished by the Condominium Board to the Unit Owners not less than thirty (30) days prior to the effective date thereof.

6.14 Signs. Sections 15.5, 15.6, 15.7, and 15.8 of the Declaration shall govern the right of a Unit Owner to erect and maintain signs.

6.15 Restrictions on Use of Units.

6.15.1 Article 9 of the Declaration shall govern the permitted use of each Unit.

6.15.2 The Residential Unit Owner shall comply with all Laws relating to the installation or maintenance of window guards in the residential apartments within the Residential Unit and hereby indemnifies and holds the Condominium Board and the other Unit Owners harmless from and against all claims, causes of action, liabilities, suits, proceedings, damages, costs and expenses arising or resulting from the failure of the Residential Unit Owner to comply with this Section 6.15.2.

6.15.3 No Unit Owner or occupant shall use, store, generate, treat, transport, handle or dispose of within its Unit or elsewhere in the Building any Hazardous Materials, other than ordinary cleaning fluids which are used, stored, generated, treated, transported, handled and disposed of by an occupant in strict compliance with applicable Law.

6.15.4 A Unit may be used for any lawful purpose except for the following prohibited uses: (i) a liquor store; (ii) a massage parlor, (iii) an establishment which displays, sells, rents or offers for sale or rent any pornographic material, drug-related paraphernalia; (iii) nightclubs and entertainment facilities; (iv) houses of worship; (v) pawn shops, and (vi) other immoral, noxious or unlawful uses. Violations of Laws relating to any portion of the Property shall be eliminated, by and at the sole expense of the Unit Owner, or the Condominium Board, whichever shall have the obligation to maintain or repair such portion of the Property.

6.15.5 Nothing shall be done in any Unit or in, on, or to the Common Elements that will impair the structural integrity of the Property or that will structurally change the Building, except as is otherwise provided in the Declaration or in these By-Laws.

6.16 Use of Common Elements.

6.16.1 Common Elements may be used only for the furnishing of the services and Facilities and for the other uses for which they are reasonably suited.

6.16.2 In the event that the Condominium Board erects a sidewalk bridge or other scaffolding at the Building the Condominium Board shall give due regard to the use of other Unit Owners at the time in question and shall use commercially reasonable efforts (i) to minimize any disruption to the use of other Units or their respective Occupant Parties, (ii) not to unreasonably restrict ingress or egress through the exterior doorways to the other Units, and (iii) to avoid blocking signage, storefronts, and/or windows located in the Units. In furtherance thereof, the Condominium Board agrees to consult with the Unit Owners prior to the installation of such sidewalk bridge or other scaffolding and to permit any Unit Owner to install, at such Unit Owner's own cost and expense, signs upon the sidewalk bridge and scaffolding.

6.16.3 Except pursuant the Rules and Regulations and the terms and provisions of the Declaration and these By-Laws, in no event shall the Condominium Board or Unit Owners impair, restrict or impede the use of the General Common Elements described in the Declaration by any other Unit Owner(s) or anyone claiming by, through or under any Unit Owner(s) including, but not limited to, the Occupant Parties of any portion of the Units or their respective licensees or invitees.

6.16.4 No nuisance shall be allowed in any Unit nor shall any use or practice be allowed in any Unit which is a source of annoyance to the residents or occupants of the Building or which interferes with the peaceful possession or proper use of the Property by its residents or occupants. No nuisance, immoral, improper or offensive use (whether or not unlawful) and no unlawful use or manner of use shall be allowed in the Building or any portion thereof. All Laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof, relating to any portion of the Property shall be complied with at the full expense of the respective Unit Owners or the Board, whoever shall have the

obligation to maintain or repair such part of the Property. No lawful use of any Unit shall be deemed to be a nuisance.

6.17 Right of Access. The provisions of Article 15 of the Declaration govern the Board's and a Unit Owner's right of access to the Common Elements.

6.18 Water Charges and Sewer Rents and Real Estate Taxes.

6.18.1 Water and sewer services shall be supplied to and for all of the Units and the Common Elements through one or more building systems by the City of New York or such other utility servicing the Unit. Except to the extent Unit Owners are billed directly by the City Collector or such other utility, the Condominium Board shall pay, as a Common Expense, all water charges and sewer rents promptly after the bills for the same shall have been rendered. To the extent practicable, a submeter will be provided to measure the consumption of water by the Units. Sewer charges are derived directly from water usage. If necessary, the sewer bill will be apportioned among the Units based upon the relative consumption of water, as determined by the reading of the submeters. Until such time as submeters are installed, the Condominium Board shall reasonably allocate the cost of water and sewer usage among the Units. Notwithstanding the foregoing, for so long as the HDC Mortgages are outstanding, water charges, sewer rents for all Units will be escrowed with HDC and paid pursuant to the terms of the HDC Mortgages, unless otherwise agreed by HDC and Declarant.

6.18.2 Real Estate Taxes. Until the Units are separately assessed for real estate tax purposes, the Unit Owners shall pay their respective pro rata share of all real estate taxes with respect to the Property (in the proportion that the Common Interest of each Unit, bears to the Common Interests of all Units) to the Condominium Board as Common Charges, which will in turn pay such taxes to the proper authorities of The City of New York. In the event of a proposed sale of any Unit prior to the individual assessment of the respective Units for real estate tax purposes, the Condominium Board, on request of the selling Unit Owner, shall execute and deliver to the purchaser of such Unit or to such purchaser's title insurance company, a letter agreeing to pay all charges for real estate taxes (so long as the Board is still collecting and paying such charges) affecting such owner's Unit to the date of the closing of title to such Unit, promptly after such charges have been billed by the proper authorities. Notwithstanding the foregoing, for so long as the HDC Mortgages are outstanding, real estate taxes for all Units will be escrowed with HDC and paid pursuant to the terms of the HDC Mortgages, unless otherwise agreed by HDC and Declarant.

6.19 Gas. Gas for each Unit will be supplied by the utility company servicing the gas distribution system and charges therefor, and each Unit Owner shall pay the cost of gas consumed by its respective Unit to the utility company as reflected on separate meters or submeters. In the event that separate meters for the Units do not exist, the Board shall reasonably allocate the cost of gas usage among the Units.

6.20 Electricity. Electricity for each Unit shall be separately metered or submetered for each Unit (or portion thereof). Each Unit Owner shall be required to pay the bills for electricity consumed or used in such Unit Owner's Unit (or portion thereof) its appurtenant Limited Common Elements directly to the utility company except that in the event that the Units are submetered, such Unit Owner shall be required to pay bills for electricity consumed or used in such Unit Owner's Unit and appurtenant Limited Common Elements either to the Board or to the utility company or company engaged by the Board to perform such services as directed by the Board. Common Expenses shall include fees for administering and servicing the submeters. In the event that a Unit Owner fails to pay for its submetered electricity, the Board shall be obligated therefor and such electricity charges shall be deemed Common Charges allocable to the defaulting Unit Owner for which the Board shall have a lien as provided in Section 6.3 hereof. Electricity for the General Common Elements shall be supplied through one or more separate meters

therefor, and the cost thereof will be paid by the Board and will be borne by the Unit Owners as Common Charges or, if not submetered, the Board shall reasonably allocate the electrical bill for the General Common Elements among the Unit Owners. Electrical costs for the Limited Common Elements shall be paid for by the Unit Owner(s) benefitted by such Limited Common Elements.

6.21 Utilities Serving the General Common Elements. Except as otherwise provided in this Article 6, water, sewer Facilities, steam, electricity and gas serving or benefiting any General Common Elements shall be (a) considered part of the expense of maintaining such General Common Elements, (b) separately metered and billed to the Condominium Board, and (c) charged to the Unit Owners as a Common Expense, and (d) paid by the Board directly to the City of New York or the utility company providing such service, as applicable, on behalf of the Condominium. Any dispute as to the amount of such cost or expense shall be determined pursuant to Section 11 of these By-Laws.

6.22 Review of Real Estate Tax Assessments. Each Unit Owner hereby gives a power of attorney to the Condominium Board to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to all Units in the Condominium, including retaining counsel and taking any other actions which the Condominium Board deem appropriate. In the event any Unit Owner individually seeks to have the assessed valuation of its Unit reduced by bringing a separate certiorari proceeding, the Condominium Board, if necessary for such proceeding, will execute any documents or other papers required for, and otherwise cooperate with such Unit Owner in pursuing, such reduction, provided that such Unit Owner indemnifies the Condominium Board from all claims, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from such proceeding. Any Unit Owner may request that the Condominium Board exclude its Unit from such tax certiorari proceedings, in which case the Condominium Board shall exclude such Unit therefrom. Notwithstanding the foregoing, if proceedings are pending for the reduction of real estate taxes on the land and building for the tax year in which the Units are separately assessed, the Condominium will continue such proceedings with the attorney previously employed to obtain a reduction for that tax year. The cost of such proceedings, including legal fees, and (in the event taxes are reduced) any refund shall be apportioned between the Unit Owners according to the ownership of the Property during respective portions of the tax year. Any refund covering a period prior to the Units being separately assessed and all expenses incurred in connection with the obtaining of such refund, shall belong to and be incurred by Declarant.

6.23 Vaults. All license fees and all periodic taxes and charges for street vaults, if any, or other protrusions' beyond the lot line shall be paid by the Condominium Board to the City of New York as a Common Expense.

6.24 Permits. If any governmental license or permit, other than a certificate of occupancy or a license or permit applicable to the Building as a whole and required in order to render lawful the operation of the Building shall be required for the proper and lawful conduct of an occupant's business in any Unit, such occupant shall duly procure and thereafter maintain such license or permit and submit the same to inspection by the Condominium Board and such occupant shall at all times comply with the terms and conditions of each such license, permit or certificate of occupancy all at the sole cost and expense of the Unit Owner of such Unit.

6.25 Discharge of Materials. No Unit Owner (nor any occupant of any Unit) shall discharge or permit to be discharged any materials into waste lines, vents or flues of the Building which might reasonably be anticipated to cause damage thereto or any fumes, vapors or odors into vents or flues or otherwise as may reasonably offend other occupants.

6.26 Floor and Electrical Loads. All data processing and other business machines and equipment and all other mechanical and electrical equipment installed and used by any Unit owner (or

any occupant of any Unit) shall not exceed the permissible floor or electrical loads for its Unit and shall be so equipped, installed and maintained by such occupant, at its sole cost and expense, as to prevent the transmission of noise, vibration or electrical or other interference from such Unit to any other area of the Building.

6.27 Abatement and Enjoinment of Violations by Unit Owners. The violation of any rule or regulation adopted by the Condominium Board, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, by any Unit Owner shall give the Condominium Board and each other Unit Owner the right, in addition to any other right set forth in these By-Laws, to enjoin, abate or remedy by appropriate legal proceedings, either at Law or in equity, the continuance of any such breach.

ARTICLE 7

MORTGAGES

7.1 Mortgage of Units. Subject to the terms of the HDC/HPD Regulatory Agreement, each Unit Owner shall have the right to mortgage its Unit to a Permitted Mortgagee without restriction. Notwithstanding anything to the contrary contained in this Section 7.1 or elsewhere in these By-Laws or in the Declaration, for so long as the HDC Mortgages are in effect, no additional financing will be permitted without the prior written consent of HDC.

7.2 Notice to Board. A Unit Owner who mortgages its Unit shall notify the Condominium Board of the name and address of the mortgagee and shall file a conformed copy of the note and mortgage with the Condominium Board. Such Unit Owner shall, prior to making such mortgage, satisfy all unpaid liens against such Unit Owner's Unit other than Permitted Mortgages. A Unit Owner who satisfies a mortgage covering such Unit Owner's Unit shall so notify the Board and shall file a conformed copy of the satisfaction of mortgage with the Board.

7.3 Notice of Default and Unpaid Common Charges. The Condominium Board with respect to Permitted Mortgagees of Units, shall promptly report to such Permitted Mortgagee and any Unit Owner Constituent designated pursuant to Section 5.1 of any default in the payment of Common Charges, or any other default by the Unit Owner of such Unit under the provisions of the Declaration, these By-Laws, Rules and Regulations, as same are amended from time to time, or in any order the Condominium Board issued with respect thereto. The Condominium Board, when giving notice to a Unit Owner of any such default, shall also send a copy of such notice to any Permitted Mortgagee thereof.

7.4 Performance by Permitted Mortgagees. The Board shall accept, by any Permitted Mortgagee of a Unit Owner, payment of any sum or performance of any act required to be paid or performed by a Unit Owner pursuant to the provisions of the Declaration, or these By-Laws, with the same force and effect as though paid or performed by any Unit Owner, in which event the Permitted Mortgagee shall be subrogated to the rights and interests of the Board, upon such payment or performance.

7.5 Examination of Books. Each Unit Owner and Permitted Mortgagee (or by its employees or agents) shall be permitted to examine the books of account of the Condominium at reasonable times, on business days, but not more than once a month.

7.6 Consent of Mortgagees. Except as otherwise expressly provided for herein or in the Declaration, no consent or approval by any mortgagee (including any Permitted Mortgagee) shall be required with respect to any determination or act of a Board, officer or Unit Owner; provided, however, that nothing contained herein shall be deemed to limit or affect the rights of any mortgagee (including any Permitted Mortgagee) against such Unit Owner or to prohibit the Board from entering into a separate

agreement with a Permitted Mortgagee granting consent or approval rights to such Permitted Mortgagee. Provided that a Unit Owner is not in default under any of the loan documents with a Permitted Mortgagee, the Board will not execute any agreement with a Permitted Mortgagee without the consent of the applicable Unit Owner. Nothing contained in the Declaration or these By-Laws shall supersede any consent of a Permitted Mortgagee to any act or action taken by a Unit Owner with respect to which such consent shall be required pursuant to the terms of such Permitted Mortgage.

7.7 Appointment of Members of Condominium Board by Permitted Mortgagee. If a default occurs under a Permitted Mortgage, the Unit Owner owning the Unit securing the lien of such Permitted Mortgage shall, immediately upon notification by Permitted Mortgagee of the existence of such default and a demand that the Unit Owner's representative(s) resign from the Board ("Demand Notice"), shall deliver written notice to its representative(s) on the Board requiring such representative(s) to resign effective as of the date of such notice, whereupon the representative shall deliver a written resignation to the Board forthwith. Thereafter, the vacancy on the Board created by such resignation shall be filled by appointments made by the Permitted Mortgagee until further notice from such Permitted Mortgagee. Each Unit Owner hereby appoints its Permitted Mortgagee as (i) the attorney-in-fact of such Unit Owner, in Unit Owner's name, place and stead, with full power of substitution, to deliver such notice, take all actions and sign all documents and instruments necessary to cause the resignation of each of such Unit Owner's representative(s) on the Condominium Board, in the event such Unit Owner fails to deliver the resignation notice as set forth herein and (ii) the attorney-in-fact of each of Unit Owner's representative(s) on the Board, in each of such representative's name, place and stead, with full power of substitution, to deliver such written resignation, take all actions and sign all documents and instruments necessary to effectuate the resignation of such representative(s) on the Board, in the event such representative fails to deliver the written resignation as set forth herein. Each of such powers of attorney, being coupled with an interest, shall be irrevocable. Notwithstanding anything to the contrary contained in this Section 7.7 or in the Declaration, the provisions of this Section 7.7 shall be applicable only to the extent the Unit Owner granted its Permitted Mortgagee the right to appoint Board Members in the Permitted Mortgage. Notwithstanding any provision of these By-Laws to the contrary, the term of a Board Member shall automatically terminate upon the giving of a Demand Notice by a Permitted Mortgagee to the Unit Owner which designated such Board Member.

ARTICLE 8

SELLING, LEASING AND MORTGAGING OF UNITS

8.1 Selling. Subject to the terms of these By-Laws, any Permitted Mortgages, and the HDC/HPD Regulatory Agreement, each Unit Owner may sell its Unit without restrictions. Notwithstanding the foregoing, for so long as the HDC Mortgages are outstanding, all sales, transfers, assigns, leases or subleases require the consent of HDC, whose consent shall not be unreasonably withheld.

8.2 Payment of Common Charges and Assessments. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or ground or master lease its Unit, unless and until all unpaid Common Charges and assessments theretofore assessed by the Condominium Board against such Unit (and which is then due and payable) shall have been paid in full to the Board and until such Unit shall have satisfied all unpaid liens against such Unit, other than Permitted Mortgages. 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 such Unit Owner's Unit and the Common Interests appurtenant thereto to the Condominium Board 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, but such Unit Owner shall remain liable for pre-conveyance Common Charges. Any

sale or ground or master lease of any Unit in violation of this Section shall be voidable at the election of the Condominium Board.

8.3 No Severance of Ownership. No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to such Unit Owner's Unit without including therein its appurtenant Common Interests, it being the intention to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument which omits its Common Interests shall be deemed and taken to include such Common Interests even though it shall not be expressly mentioned or described therein. No part of the Common Interests 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 8.3 shall permit the lease of any Unit without the simultaneous lease of its appurtenant Common Interests.

8.4 Leasing. Each Unit Owner may lease such Unit Owner's Unit, or any portion thereof, without the consent of the Condominium Board or of any other Unit Owner. The Condominium Board, at the request of any Unit Owner, will enter into a nondisturbance agreement (the "Condominium Nondisturbance Agreement") with a tenant occupying all or a portion of a Unit, on the terms set forth in this Section 8.4; provided such lease is an "arms-length" lease and provided further that such Unit Owner has not received a notice of default under the terms of the Declaration or these By-Laws at the time of the request. Under the terms of the Condominium Nondisturbance Agreement, the tenant will acknowledge that the lease is subject and subordinate to the Declaration and the By-Laws and the Condominium Board will agree that so long as no event of default exists under said lease, as would entitle the Unit Owner, or any successor landlord under the lease, to terminate the lease, or dispossess the tenant thereunder, the tenant shall not be named or joined in any action or proceeding to foreclose the Condominium Board's lien for Common Charges and/or Special Assessments, as applicable, on a Unit or any other sums of any sort, the Condominium Board will recognize all of tenant's rights under the lease and will not diminish terminate or disturb tenant's possession or rights under the lease, expand any of tenant's obligations under the lease or under the Declaration or these By-Laws, or obligate tenant to comply with any of the provisions of the Declaration or these By-Laws, except as expressly provided herein and in the applicable lease, and will recognize tenant as the direct tenant of the Condominium Board or its successor on the same terms and conditions as are contained in the lease and tenant's use, possession, or enjoyment of the Unit (or portion thereof) in question shall not be interfered with, nor shall the leasehold estate granted by the lease be affected in any manner, nor shall any of the rights of the tenant granted under the lease be affected in any manner, in any foreclosure or other action or proceeding instituted under or in connection with such lien or in the exercise of any rights of the Condominium Board, or, in case the Condominium Board takes possession of said Unit pursuant to any provision of the Declaration or By-Laws, or otherwise; provided however that if the Condominium Board or any other party succeeds to the interests of the Unit Owner under the lease, the tenant will agree to be bound to the Condominium Board or other party under all of the terms, covenants and conditions of the lease and the tenant will attorn to the Condominium Board or other party as its landlord. The Condominium Board, at the request of the Unit Owner entering into the lease with the tenant, shall execute and deliver promptly the Condominium Nondisturbance Agreement in form reasonably satisfactory to the Condominium Board. The Unit Owner requesting such Condominium Nondisturbance Agreement shall pay all reasonable costs and expenses of the Condominium Board in connection therewith. Notwithstanding the foregoing, for so long as the HDC Mortgages are outstanding, all sales, transfers, assigns, leases or subleases require the consent of HDC, whose consent shall not be unreasonably withheld.

ARTICLE 9

CONDEMNATION

9.1 Repair and Restoration; Distribution of Awards. (a) Subject to the terms of the HDC/HPD Regulatory Agreement, in the event of a taking in condemnation (or a conveyance made in lieu thereof) or by eminent domain of all or any part of the General Common Elements, the Board, subject to the provisions set forth below, will arrange for the prompt repair and restoration of such part of the General Common Elements so taken which, pursuant to the provisions of these By-Laws, are required to be maintained by the Board. For so long as the HDC Mortgages are outstanding, any casualty or condemnation proceeds will be paid to HDC or the Insurance Trustee and will be disbursed in accordance with the HDC Mortgages. The award made for any such taking shall be payable to the Board for the repair and restoration thereof, as aforesaid; provided, however, that if any such award exceeds \$500,000.00, the award shall be payable to the Insurance Trustee and shall be disbursed to the contractors engaged in such repair and restoration, if any, in appropriate progress payments. If the net proceeds of any such award are insufficient to cover, or if such net proceeds exceed the cost of any repairs and restorations, the deficit or surplus, as the case may be, will be borne and shared by all Unit Owners with respect to any taking of the General Common Elements pro-rata, to the Unit Owners in accordance with their respective Common Interests. To the extent that a surplus of any such proceeds shall remain after the repair or restoration, such excess funds shall be paid to the Unit Owner, subject to the rights of a Permitted Mortgagee under its Permitted Mortgage. Notwithstanding anything to the contrary contained in this Section 9.1 or in the Declaration, the net proceeds of any reward relating to the taking of any Limited Common Elements shall be pro-rated between the Unit Owners having the exclusive use of the Limited Common Elements in accordance with its percentage interest in the total Common Interests of such Units in such Limited Common Elements.

(b) Notwithstanding any provisions contained in this Section 9.1 to the contrary, in the event that (1) Unit Owners owning at least seventy-five (75%) of the General Common Elements do not duly and promptly resolve to proceed with such repair or restoration of their respective Limited Common Elements, or (2) Unit Owners owning at least seventy-five (75%) percent of the General Common Elements do not duly and promptly resolve to proceed with such repair and restoration of the Common Elements, then such repairs or restorations of the Limited Common Elements and/or Common Elements shall not be made and the net proceeds of any such award with respect thereto shall be divided among the Unit Owners pro rata in the same manner as is set forth in Section 9.1(a) above, after first paying out of the share of each Unit Owner the amount of any unpaid liens on such Units other than mortgages which are not Permitted Mortgages. As used in this Article 9, the phrase “promptly resolve” means not more than sixty (60) days from the date of such taking. Notwithstanding anything to the contrary contained in this Section 9.1(b), such repairs or restorations shall be made to the General Common Elements and/or the Limited Common Elements if the taking in condemnation or by eminent domain affects the Residential Unit.

9.2 No Termination of Condominium. If a portion of any Unit shall be taken in condemnation or by eminent domain, the Condominium shall not be terminated and the Common Interest appurtenant to such Unit shall be adjusted to the proportion expressed as a percentage that the total floor area of such Unit and its appurtenant Limited Common Elements immediately after such taking bear to the total floor area of all Units and their appurtenant Limited Common Elements immediately after such taking. The Condominium Board shall promptly prepare and record an amendment to the Declaration reflecting the new Common Interest appurtenant to such Unit which amendment shall be executed 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 taking of a portion of a Unit 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 a 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 Condominium Board and the owners of, together with the holders of record of all liens upon, all of the other or remaining Units. The condemnation award shall be allocated as set forth in Section 9.1 above.

9.3 Awards for Trade Fixtures and Relocation Allowances. If all or a part of the Property is taken in condemnation or by eminent domain, each Unit Owner shall have the exclusive right to claim all of the award made for trade fixtures installed by such Unit Owner, and any relocation, moving expense or other allowance of a similar nature designed to facilitate relocation of a displaced business concern.

ARTICLE 10

RECORDS AND AUDITS

10.1 Records. The Condominium Board or the Managing Agent for the Board, 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 for whom the Board serves and financial records and books of account with respect to the activities of the Board, including a 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 made by the Board against each such Unit, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid.

10.2 Audits. Within four months after the end of each fiscal year, an annual report of receipts and expenditures prepared and certified by an independent certified public accountant shall be submitted by the Board to all Unit Owners, and, if so requested, to any Permitted Mortgagee within ten (10) days of such request, as the case may be. The cost of such report submitted by the Board, shall be paid by the Unit Owners as a Common Expense.

10.3 Availability of Documents. Copies of the Declaration, these By-Laws, and the Floor Plans, as the same may be amended from time to time, shall be maintained at the office of the Condominium Board and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours. For so long as the HDC Mortgages are in effect, and without requiring any separate request, HDC shall have access to the Condominium records, and shall receive copies of all financial reports, notices of default, and similar items required to be kept under this Article 10.

ARTICLE 11

RESOLUTION OF DISPUTES

11.1 General Procedure. All disputes between Unit Owners and all disputes between a Unit Owner and the Board, whether or not specifically provided for in these By-Laws or in the Declaration, shall be submitted to Arbitration as provided in this Article 11. All Arbitration provided for in these By-Laws shall be conducted by the American Arbitration Association or any successor organization thereof, in accordance with its rules then in effect and the decision rendered in such Arbitration shall be binding upon the parties and may be entered in any court having jurisdiction. In the event that the American Arbitration Association is not then in existence and has no successor, any Arbitration hereunder shall be conducted in New York City before one arbitrator appointed, on application of any party, by any justice of the highest court of appellate jurisdiction located in the County of New York having jurisdiction over the matter. The decision of the arbitrator so chosen shall be given within ten (10) days after such arbitrator's appointment. Any arbitrator appointed or selected in connection with any Arbitration under this Article 11 shall be a lawyer or real estate owner, developer, or manager familiar with condominium properties and having general legal or real estate experience, as the case may be, of not less than fifteen years.

11.2 Costs and Expenses. The fees, costs and expenses of the arbitrator will be borne by the losing party in the Arbitration or, if the position of neither party to the dispute will be substantially upheld by the arbitrator, such fees, costs and expenses will be borne equally by the disputants unless otherwise set by the arbitrator. Each disputant will also bear the fees and expenses of such disputant's counsel and expert witnesses. All costs and expenses paid or incurred by the Condominium Board in connection with any Arbitration held hereunder, including, without limitation, the fees and expenses of counsel and expert witnesses, will constitute Common Expenses.

11.3 Agreement by Parties. The parties to any dispute submitted to Arbitration or for determination hereunder may, by mutual agreement between them, vary any of the provisions of the applicable Section governing such proceeding, or may agree to resolve their dispute in any other manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as the "New York Simplified Procedure for Court Determination of Disputes".

11.4 Mandatory Actions of the Board. To the extent that any action which may be taken by the Board is mandatory, non-discretionary or does not require a vote of the Board Members, any Board Member shall be entitled to bind the Board with respect to such action, and may execute any instrument or document on behalf of the Board in connection therewith after giving the other Board Members ten (10) days' prior written notice. To the extent that any action which may be taken by the Board shall affect only one Unit, and shall not materially and adversely affect any other Unit or the Common Elements of the Condominium, the Board Member appointed by the Unit Owner of the Unit so affected shall be entitled to bind the Board with respect to such action and may execute an instrument or document on behalf of the Board in connection therewith after giving the other Board Members ten (10) days' prior written notice.

ARTICLE 12

MISCELLANEOUS

12.1 Waiver. No provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

12.2 Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws nor the intent of any provision hereof.

12.3 Certain References.

12.3.1 A reference in these By-Laws to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires.

12.3.2 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.

12.3.3 Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of these By-Laws.

12.4 Severability. Subject to the provisions of the Declaration, if any provision of these By-Laws is invalid or unenforceable as against any person, party or under certain circumstances, the remainder of these By-Laws and the applicability of such provision to other persons, parties or circumstances shall not be affected thereby. Each provision of these By-Laws shall, except as otherwise

herein provided, be valid and enforced to the fullest extent permitted by law. In the event any provision of these By-Laws conflicts with the provisions of the Declaration, the provisions of the Declaration shall control.

12.5 Intentionally omitted.

12.6 Successors and Assigns. Except as set forth herein or in the Declaration to the contrary, the rights and/or obligations of each Unit Owners as set forth herein shall inure to the benefit of and be binding upon any successor or assign of each Unit Owner. Subject to the foregoing, each Unit Owner shall have the right, at any time in their sole discretion, to assign or otherwise transfer their respective interests herein, whether by sale, merger, consolidation, lease, assignment or otherwise.

12.7 Covenant of Further Assurances.

12.7.1 Any party which is subject to the terms of these By-Laws, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an Occupant Party of a Unit, a Board Member or officer of the Board, or otherwise, shall, upon prior reasonable written request at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request to effectuate the provisions of these 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.

12.7.2 If any Unit Owner, the Board or any other party which is subject to the terms of these By-Laws fails, within ten (10) days after request therefor, either (i) to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, the Board or party is required to execute, acknowledge and deliver or to take pursuant to these By-Laws, or (ii) to deliver a written notice to the party requesting such execution, acknowledgment or delivery, and to the Board, stating the reasons why such Unit Owner, the Board or other party refuses to execute, acknowledge or deliver such instrument or take such action, then the Board is hereby authorized, as attorney-in-fact for such Unit Owner, the Board or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action in the name of such Unit Owner, the Board or other party and such document or action shall be binding on such Unit Owner, the Board or other party.

12.7.3 If any Unit Owner, the Board or other party which is subject to the terms of these By-Laws fails, within ten (10) days after request therefor to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, the Board or party is required to execute, acknowledge and deliver or to take pursuant to these By-Laws at the request of any other Unit Owner, then such party is hereby authorized, as attorney-in-fact for such Unit Owner, the Board or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner, the Board or other party and such document or action shall be binding on such Unit Owner, the Board or other party as the case may be.

ARTICLE 13

AMENDMENT TO BYLAWS

13.1 Amendments by Unit Owners. Except as otherwise provided herein or in the Declaration, any provision of these By-Laws may be added to, amended, modified or deleted by an affirmative vote of Unit Owners owning Units having at least seventy-five (75%) percent of the aggregate Common Interests of all Units, provided, however, that none of the Common Interests appurtenant to any Unit as expressed in the Declaration shall be altered without the written consent of all Unit Owners directly affected and Permitted Mortgagees of such Unit affected. Subject to the provisions contained

herein or in the Declaration with respect to amendments, modifications, additions or deletions affecting Declarant or Permitted Mortgagees, any such amendment, modification, addition or deletion shall be executed by the Board, as attorney-in-fact for the Unit Owners, coupled with an interest, which Board is hereby authorized by such Unit Owners so to act as their attorney-in-fact. No amendment, modification, addition or deletion pursuant to the provisions above shall be effective without the written consent of the Mortgage Representatives, if any. In addition, the provisions of this Section 13.1 may not be amended, modified, added to or deleted unless (in addition to the consent of the Mortgage Representatives), Unit Owners owning Units having at least seventy-five (75%) percent of the aggregate Common Interests of all Units affected thereby approve such amendment, modification, deletion or addition in the manner set forth above.

13.2 Amendments Affecting Unit Owners. Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition or deletion of or to these By-Laws, or the Declaration shall be effective in any way (a) without the prior written consent of the affected Unit Owner with respect to any amendment, modification, addition or deletion of or to these By-Laws or the Declaration modifying the permitted uses of any Unit or affecting the rights, privileges, easements, licenses or exemptions granted to any Unit Owner, or (b) without the prior written consent of the holder of any present or future mortgage, pledge, or other lien or security interest covering any Unit, with respect to any amendment, modification, addition or deletion of or to these By-Laws, or the Declaration modifying the permitted uses of such Unit, or affecting the rights, privileges, easements, licenses or exemptions granted to the owner of such Unit.

13.3 Amendments Affecting Permitted Mortgagees. Notwithstanding any provision contained herein to the contrary, no modification, addition, amendment or deletion of or to (a) Articles 7, 9, 14 or Sections 6.1, 6.2, 6.3.2, 6.4, 6.8, 6.9, 13.3 of these By-Laws or (b) any provision of these By-Laws governing the size or composition of the Board, the designation of Board Members or the appointment of a President and other officers, shall be effective as against the holder of any Permitted Mortgage theretofore made unless such holder has given its prior written consent thereto, which consent shall not be unreasonably withheld or delayed.

13.4 HDC Consent to Amendments. Notwithstanding anything to the contrary contained in Article 13 or elsewhere in these By-Laws, for so long as the HDC Mortgages are in effect, the condominium documents may not be amended, modified or terminated without the prior written consent of HDC.

ARTICLE 14

INSURANCE TRUSTEE

14.1 Insurance Trustee. (a) In the event that HDC shall hold a Permitted Mortgage and shall enter into a Depositary Agreement, and for so long as HDC shall continue to hold such Permitted Mortgage and such Depositary Agreement shall remain in full force and effect, the term “Insurance Trustee” shall mean HDC. The foregoing designation shall be subject to (i) HDC’s right to elect, on not less than sixty (60) days’ prior notice to the Unit Owners and any other Permitted Mortgagee, to resign pursuant to Section 14.6 of these By-Laws, or (ii) HDC’s removal pursuant to the Depositary Agreement due to its failure to materially comply with its obligations as Insurance Trustee. Following any such resignation or removal of HDC, the Insurance Trustee shall be appointed by the Board pursuant to Section 14.6. In the event that HDC shall resign or shall be removed from its duties as Insurance Trustee pursuant to the terms of the Depositary Agreement or as provided in Section 14.6 of these By-Laws, or if the Depositary Agreement under which HDC shall have agreed to serve as Insurance Trustee shall

otherwise expire or terminate, or if at any time HDC shall cease to hold a Permitted Mortgage, then the Board shall be entitled to appoint a successor Insurance Trustee as provided in Section 14.6 of these By-Laws. With the exception of HDC, any other Insurance Trustee to be appointed hereunder shall be a bank, a trust company or savings and loan association in the City of New York, or a Permitted Mortgagee, having a capital surplus and undivided profits of \$500,000,000.00 or more.

(b) The Insurance Trustee shall hold and account for all insurance proceeds and/or condemnation awards received by it for the benefit of the Unit Owners, the Condominium Board and/or any Permitted Mortgagees, as their interests may appear, and to disburse such funds and to act otherwise in accordance with terms and provisions of the Condominium Documents.

14.2 Fees and Disbursements. The Condominium Board shall pay the reasonable third party fees and disbursements of any Insurance Trustee, if any, and such reasonable fees and disbursements shall constitute a Common Expense. The Insurance Trustee shall not receive a fee for its services.

14.3 Liability of Insurance Trustee. The Insurance Trustee shall not be liable or accountable for any action taken or disbursement made in good faith by the Insurance Trustee, except that arising from its own gross negligence, bad faith, failure to act, or willful misconduct.

14.4 Interest on Trust Funds. The Insurance Trustee (other than HDC) shall purchase with any funds held by it pursuant thereto, to the extent feasible, negotiable United States Treasury Bills or other United States Treasury obligations maturing within one (1) year from the date of purchase thereof, or such shorter period as would in the good faith judgment of the Insurance Trustee, be necessary in order to have sufficient funds available for the disbursement of the funds which may be required. The Insurance Trustee shall hold all funds delivered to it, including any securities or other investments, in trust to be applied, after deducting Insurance Trustee's reasonable cost and expenses. Any interest paid or received by the Insurance Trustee on monies or securities held in trust, and any gain on the redemption of the sale of securities, shall be added to the monies or securities held in trust by the Insurance Trustee and shall not be commingled with the Insurance Trustee's own funds.

14.5 Indemnification of Insurance Trustee. In consideration of the services to be rendered by the Insurance Trustee, the Unit Owners and the Board jointly and severally agree to hold harmless the Insurance Trustee from any and all damages, liability or reasonable expense (including attorneys fees) incurred in the course of Insurance Trustee's duties or in the defense of any claim made against the Insurance Trustee, by reason of its appointment as Insurance Trustee, except where due to the gross negligence, bad faith, failure to act or willful misconduct of the Insurance Trustee.

14.6 Appointment of a Successor Insurance Trustee. The Insurance Trustee may resign by serving not less than sixty (60) days prior written notice upon the Board and the Permitted Mortgagees. Within such sixty (60) day period, the Board, with the consent of the Permitted Mortgagees, which consent shall not be unreasonably withheld or delayed, shall appoint a substitute who qualifies as an Insurance Trustee in accordance with Section 14.1 and who shall enter into a new Depositary Agreement with the Board, the Unit Owners and any Permitted Mortgagee on such terms as shall be mutually acceptable. Further, if any Insurance Trustee shall fail to perform its obligations hereunder or under any Depositary Agreement diligently and competently, or if any Insurance Trustee (other than HDC) shall cease to meet the financial requirements set forth in Section 14.1, then the Board may elect to remove and replace the Insurance Trustee upon notice to the Unit Owners and the Permitted Mortgagee(s). Such notice shall set forth in reasonable detail the manner in which such Insurance Trustee shall have failed to perform diligently or competently or no longer meets the financial requirements for an Insurance Trustee set forth in Section 14.1, and shall be accompanied by any available evidence in support thereof. Any such removal of the Insurance Trustee shall be subject to the reasonable approval of the Unit Owners and the Permitted Mortgagee(s), if any (other than a Permitted Mortgagee serving as such Insurance Trustee).

If a party does not approve or disapprove of such removal within ten (10) days after such notice shall have been deemed given, then such party's approval shall be deemed granted. Any Insurance Trustee who resigns or is removed, or whose Depositary Agreement shall expire or be terminated, shall promptly transfer all funds, together with copies of all records held by it as Insurance Trustee to the substitute Insurance Trustee appointed hereunder, at which time its duties as Insurance Trustee shall cease. Any dispute among the Board, Unit Owners and/or any Permitted Mortgagee as to the removal of an Insurance Trustee hereunder or the appointment of a substitute Insurance Trustee shall constitute a decision subject to Arbitration. Until such time as a new Insurance Trustee shall have been appointed, the resigning or removed Insurance Trustee shall, at the Board's option, either continue to hold, receive and invest the trust funds, or promptly deposit such funds in a court of competent jurisdiction or with a bank or trust company in New York which qualifies in accordance with Section 14.1 of these By-Laws. Upon appointment of a successor Insurance Trustee, such resigning or removed Insurance Trustee shall promptly transfer all funds and records to the new Insurance Trustee, to the extent such funds shall then still be held by the resigning or removed Insurance Trustee.

ARTICLE 15

DEFAULT AND RIGHTS OF ACTION

15.1 Defaults by Unit Owners.

(a) 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 its Occupant Parties, 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.

(b) In the event that a Defaulting Unit Owner shall be in default of any monetary obligation imposed upon it by the Declaration or these By-Laws including, without limitation, the obligation to pay Common Charges as and when due, the Board shall give written notice of default to such Unit Owner stating the facts giving rise to such default and the amount of the unpaid monetary obligation. To the extent that the Unit Owner shall have designated a Unit Owner Constituent as set forth in Section 5.1 of these By-Laws, such written notice shall be simultaneously given to such Unit Owner Constituent. The Unit Owner shall have thirty (30) days from the date on which such default notice shall be deemed given to cure such default. The Board shall accept any cure of such default tendered or performed by a Unit Owner Constituent on behalf of such Unit Owner. The Board shall not be entitled to pursue any remedies to which it may be entitled by virtue of such default including, without limitation, foreclosure of any lien prior to the giving of notice and expiration of the cure period as set forth herein.

(c) In the event that a Defaulting Unit Owner shall be in default of any non-monetary obligation imposed upon it by the Declaration or these By-Laws, the Board shall give written notice of default to such Unit Owner stating in reasonable detail the facts giving rise to such default. To the extent that the Unit Owner shall have designated a Unit Owner Constituent as set forth in Section 5.1 of these By-Laws, such written notice shall be simultaneously given to such Unit Owner Constituent. The Unit Owner shall have thirty (30) days from the date on which such default notice shall be deemed given to cure such default unless the default is of such a nature so as to be impossible or impractical to cure within thirty (30) days, in which event the Unit Owner shall commence such cure within said thirty (30) day period and thereafter diligently and continuously pursue such cure. The Board shall accept any cure of such default tendered or performed by a Unit Owner Constituent on behalf of such Unit Owner. The

Board shall not be entitled to pursue any remedies to which it may be entitled by virtue of such default prior to the giving of notice and the expiration of the cure period as set forth herein.

15.2 Rights of Action. Each Unit Owner shall be governed by and shall comply with all of the terms of the Condominium Documents, 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.

SCHEDULE A

RULES AND REGULATIONS OF THE BEACH CHANNEL SENIOR RESIDENCES CONDOMINIUM

1. Except as elsewhere set forth in or permitted by the Condominium Documents, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted in any part of the Units or Common Elements, nor shall any "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted in any Unit therein or adjoining Common Elements except to the extent permitted in Article 17 of the Declaration. The right, however, is reserved by the Residential Unit Owner to place "For Rent" or "For Lease" or similar signs on any unsold or unoccupied residential apartments in the Residential Unit. Additionally, to the extent set forth in Article 9 of the Declaration, the right is reserved by the Residential Unit Owner to maintain and staff one or more vacant apartments in the Residential Unit in the Building as a rental, management and sales office and/or model Units. The Residential Unit Owner shall have the right to place "For Sale," "For Rent" or "For Lease" signs or similar signs on the Building subject to and in accordance with the provisions of Article 15 of the Declaration. The Residential Unit Owner shall be responsible for installing and removing such signs at its sole cost and expense.
2. There shall be no playing or lounging in the entrances, passages, public halls, vestibules, corridors, stairways, or fire towers of the Building, except in any recreational areas, if any, or other areas designated as such in the Declaration or by the Condominium Board.
3. Except as elsewhere provided in the Condominium Documents, no exterior of any Unit, including the windows or doors thereof or any other portions of the General Common Elements shall be painted or decorated by any Unit Owner in any manner without prior written consent of the Condominium Board.
4. No personal articles (including, but not limited to, garbage cans or bottles) and no furniture, artwork or equipment shall be placed or stored in the entrances, hallways, stairways, or other Common Elements which are not limited to the exclusive use of a specific Unit Owner. No Unit Owner shall change or alter in any way the design, layout, color scheme, furnishings in entrances, hallways, stairways or other Common Elements which are not limited to the exclusive use of a specific Unit Owner.
5. No Unit Owner shall make, cause, or permit any unusual, disturbing or objectionable noises or odors to be produced upon or to emanate from its Unit or its appurtenant Limited Common Elements or permit anything to be done therein that will interfere with the rights of the other Unit Owners. No Residential Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a phonograph, radio, television set, or other loudspeaker in such Unit Owner's Unit between midnight and the following 8:00 A.M., if the same shall disturb or annoy other occupants of any other Unit. All construction work will conform to all applicable New York City codes, rules, regulations and ordinances with respect to noise.
6. Each Unit Owner shall keep such Unit Owner's Unit and appurtenant Limited Common Elements in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows of a Unit, any dirt or other substances. No

clothes, sheets, blankets, or other articles of any kind shall be hung or shaken from any doors, windows, open terraces or open balconies, or placed upon the window sills of a Building.

7. No exterior shades, awnings, window guards, ventilators, decorations, fans or air-conditioning devices shall be used on or about the Building or Common Elements except as elsewhere permitted in the Condominium Documents or such as shall have been approved by the Condominium Board or as required by Law.
8. Except as provided above or elsewhere permitted in the Condominium Documents, no sign, notice, lettering, or advertisement shall be inscribed or exposed on or at any window, door, or other part of the Building, except such as shall have been approved in writing by the Condominium Board, nor shall anything be projected out of any window of the Building without similar approval.
9. All garbage and refuse from the Building shall be deposited with care in plastic bags or other suitable receptacles intended for such purpose only at such times and in such manner as the Condominium Board and/or City of New York may direct. Unit Owners shall be responsible for complying with all applicable recycling Laws pertaining thereto. The Commercial Unit Owner and the Community Facility Unit Owner shall be responsible for their own garbage removal by a private carter at the Unit Owner's own expense. All garbage removal or carting pickup shall conform to all applicable New York City codes, rules, regulations and ordinances.
10. Water closets and other water apparatus in the Building shall not be used for any purposes other than those for which they were constructed: nor shall any sweepings, rubbish, rags, paper, ashes, or any other article be thrown into the same. Any damage resulting from misuse of any water closet or other apparatus shall be paid for by the Unit Owner causing such damage.
11. No Unit Owner shall engage any employee of the Condominium for any private business of the Unit Owner without prior written consent of the Condominium Board.
12. In no event shall dogs be permitted in the public portions of the Building or Property unless carried or on a leash. The Unit Owners who allow an animal to be kept in its Unit hereby indemnify the Condominium Board and the other Unit Owners and hold them harmless against any loss or liability of any kind or character whatsoever arising from or as a result of animal. No pigeons or other birds or animals shall be fed from the window sills, or the General Common Elements.
13. Except as elsewhere provided or permitted in the Condominium Documents, no radio or television aerial or dish shall be attached to or hung from the exterior of the Building without written approval of the Condominium Board. The Condominium Board, upon the request of any Unit Owner, shall allow the installation of any hook-up necessary to provide cable television service to the Units.
14. 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.
15. The Condominium Board or the Managing Agent shall retain a pass-key to the Residential Unit. The Residential Unit Owner and/or its designee shall retain a pass-key to each apartment contained within the Residential Unit. No Residential Unit Owner shall change any lock on any door leading into his or its Unit without the prior written consent of the Condominium Board. No

Occupant Party other than an agent of the Residential Unit Owner may change any lock leading to any apartment contained within the Residential Unit without consent of the Residential Unit Owner. As a condition to obtaining such consent, such Residential Unit Owner must provide the Condominium Board with a key to such changed lock for their use or the Occupant Party must provide to the Residential Unit Owner or Condominium Board or Managing Agent a key to such changed lock. If the Residential Unit Owner or the Condominium Board with respect to any Unit must gain access to any Unit or apartment within the Residential Unit in case of an Emergency and a Unit Owner or Occupant Party of such apartment has not furnished a key to either the Condominium Board or Residential Unit Owner or Managing Agent as provided in this paragraph, then the affected Unit Owner or Occupant Party of such apartment shall be liable and responsible for any damage to the Common Elements or such Unit caused by the Residential Unit Owner or the Condominium Board or the Managing Agent in gaining access to such Unit or apartment contained therein. Furthermore, if the Unit Owner or Occupant Party of an apartment is not personally present to open and permit an entry to such Unit or apartment at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to either the Residential Unit Owner, the Condominium Board or the Managing Agent, as the case may be, then the Residential Unit Owner, Condominium Board or Managing Agent or their agents (but, except in an Emergency, only when specifically authorized by a designated representative of the Residential Unit Owner, an officer of the Condominium Board or the Managing Agent) may forcibly enter such Unit or apartment without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Unit Owner's or Occupant Party's property).

16. If any key or keys are entrusted by a Unit Owner or Occupant Party of an apartment in the Residential Unit to an employee of the Residential Unit Owner, the Condominium or of the Managing Agent, whether for such Unit Owner's Unit or Occupant Party's apartment or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or Occupant Party as the case may be, and neither the Residential Unit Owner, the Condominium Board nor the Managing Agent shall (except as provided above) be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.
17. Except as elsewhere provided in the Condominium Documents, no Unit Owner or Occupant Party or any visitor, guest, patient, employee or any client of a Unit Owner shall be allowed in any mechanical equipment area or crawl space without the express permission of the Condominium Board or the Managing Agent.
18. All damage to the Building or Common Elements or another Unit caused by the moving or carrying of any article by any Unit Owner or an Occupant Party of its Unit shall be paid by the Unit Owner or Occupant Party responsible for the presence of such article.
19. Except as elsewhere provided in the Condominium Documents, no Unit Owner or Occupant Party shall interfere in any manner with any portion of any equipment and/or fixtures which are part of the Common Elements and not part of the Unit Owner's Unit.
20. Nothing shall be done or kept in any Unit or apartment contained in a Unit or in the Common Elements that will increase the rate of insurance of the Building, or the contents thereof, without the prior written consent of the Condominium Board. No Unit Owner shall permit anything to be done or kept in such Unit Owner's Unit or apartment contained therein or in the Common Elements that will result in the cancellation of insurance on the Building or the contents thereof, or that would be in violation of any Law. Except as elsewhere provided in or permitted by the Condominium Documents, no Unit Owner or any of its Occupant Parties shall, at any time, bring

into or keep in such Unit or apartment contained therein or Limited Common Elements any inflammable, combustible, or explosive fluid, material, chemical, or substance.

21. Except as provided in or permitted by the Condominium Documents, no Unit Owner or Occupant Party shall be allowed to put the Unit Owner's or Occupant Party's name on any entry to the Building or entrance to any Unit except in the proper places approved by the Condominium Board for such purposes.
22. Any damage to the Building or equipment caused by a Unit Owner or Occupant Party shall be repaired at the expense of the particular Unit Owner.
23. Complaints regarding the management of the Building or regarding the actions of other Unit Owners or their Occupant Parties shall be made in writing to the Condominium Board.
24. No Unit or part thereof shall be used or be occupied in such manner as to obstruct or interfere with the enjoyment of Occupant Parties or Unit Owners of the other Units; nor shall any noxious or immoral or illegal activity be committed or permitted to occur in or about any Unit or part thereof or upon any part of the Common Elements.
25. Certain parts of the Common Elements are intended for use for the purpose of affording pedestrian movement within the Condominium and of providing access to the Units. No part of the Common Elements shall be obstructed as to interfere with its use for the purposes hereinabove recited; nor shall any part of the Common Elements be used for general storage purposes, except as designated by the Board or in the Declaration; nor shall anything be done thereon in any manner which shall increase the rate of hazard and liability insurance covering said area and improvements situated thereon. Otherwise, with respect to any Unit, if the use therein causes an insurance rate increase such Unit Owner will pay such increase as a Common Charge.
26. No immoral, noxious or unlawful use shall be made of the Property or any part thereof, and all Laws shall be observed. Violations of Laws relating to any portion of the Property shall be eliminated, by and at the sole expense of the Unit Owner, or the Condominium Board, whichever shall have the obligation to maintain or repair such portion of the Property.
27. Smoke detectors must be installed in the Residential Unit and every apartment contained therein as required by New York City Building Code. It is the obligation of the Residential Unit Owner and/or Occupant Party to maintain the alarms and to make certain the units are in working order at all times.
28. Each Residential Unit Owner and/or Occupant Party shall notify the Managing Agent in writing when a child or children under the age of eleven (11) years lives or resides (even temporarily) in the Unit or apartment contained therein. Each Residential Unit Owner shall install at such Unit Owner's expense, the required window guards in all windows of the Unit. However, all window guards must be approved in advance in writing by the Condominium Board or the Managing Agent, which approval shall not be unreasonably withheld or delayed. The Residential Unit Owner shall maintain all window guards installed in the Unit and shall not remove same until permitted by applicable Law and in any event, without full knowledge of the Managing Agent.
29. The entrances to passages, public halls, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Units.
30. No group tour or exhibition of any part of a Residential Unit or its contents shall be conducted nor shall any auction sale be held in any part of a Residential Unit without the consent of the Condominium Board or the Managing Agent in each instance.

31. The agents of the Condominium Board or the Managing Agent, and any contractor or worker authorized by the Condominium Board or the Managing Agent, may enter any room, apartment or Unit at any reasonable hour of the day, on at least one day's prior notice to the Unit Owner, for the purpose of inspecting such Unit or part thereof 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.
32. The cost of maintenance and repair of the sidewalks and adjacent curbs shall be a Common Expense of the Condominium except that the responsibility and cost of keeping the sidewalks and curbs free from snow, ice, leaves, dirt and rubbish and other materials shall be the responsibility of the Unit Owner and/or its designee for that part of the sidewalk and adjacent curb which is directly in front of the entrances to its Unit.. Any fees or fines assessed or levied for failure to properly keep the sidewalks and adjacent curbs free from snow, ice, leaves dirt and rubbish and other materials shall be the responsibility of the Unit Owner or Condominium Board, whichever is obligated to keep such portion of the sidewalk and curb clean. The other costs of properly maintaining and repairing curbs and sidewalks shall be the responsibility of the Condominium.
33. With respect to the Residential Unit, all service and delivery persons will be required to use the service entrance or such other entrance of the Building designated by the Condominium Board or the Managing Agent.
34. There shall be no barbecuing in the Residential Unit(s) or any parts thereof or in their appurtenant Common Elements.
35. The Rules and Regulations govern the use of the Units and Common Elements and may be amended from time to time by the Condominium Board.
36. Any consent or approval given under the Rules and Regulations of the Condominium may be amended, modified, added to, or repealed at any time by resolution of the Condominium Board. Further, any such consent or approval may, in the discretion of the Condominium Board or the Managing Agent, be conditional in nature. If there is any inconsistency between the terms and conditions of the Rules and Regulations and the terms and conditions of the Declaration and/or By-Laws, the Declaration shall prevail over both the By-Laws and Rules and Regulations and the By-Laws shall prevail over the Rules and Regulations.