

## DECLARATION

REEL 2578 PAGE 94

of

## 39 PIERREPONT CONDOMINIUM

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

Lauren L. Pickett, as one of the co-executrices under the last will and testament of Florence Z. Arata, formerly of 39 Pierrepont Street, Brooklyn, New York (hereinafter referred to as "Sponsor"), do hereby declare as follows:

ARTICLE 1Definitions

The capitalized terms used in this Declaration that are not otherwise expressly defined in these Articles and the By-Laws, shall have the meanings set forth in Exhibit C annexed hereto, unless the context in which such terms are used shall otherwise require. All capitalized terms used in this Declaration that are defined in any of these Articles hereof shall have the meanings as defined, unless the context in which such terms are used shall otherwise require. Each of the said capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

ARTICLE 2The Property

The Property that is the subject of this Declaration is that certain parcel of land (the "Land") situate and lying in the Borough of Brooklyn, County of Kings, and City and State of New York, being known as 39 Pierrepont Street and more particularly described in Exhibit A annexed hereto and made a part hereof. The Land is owned by the Sponsor in fee simple absolute and has an area approximately 2,200 square feet, more or less.

Also included in the Property is a building (the "Building") consisting of 3 stories, basement, cellar and attic. The Building has brick masonry walls on all sides, with a cement based stucco on the front facade and part of the rear facade. The Building shares party walls with contiguous buildings facing Pierrepont Avenue. The foundation walls are constructed of granite rubble laid in cement mortar. All the walls above the foundation are constructed of brick laid in lime mortar. The floor beams at all levels are pine or other soft wood. The cellar floor is constructed of poured concrete.

ARTICLE 3Submission of the Property

Sponsor hereby submits the Property to the provisions of Article 9-B of the Real Property Law of the State of New York (the "Condominium Act") in order to establish a regime of condominium ownership as more particularly set forth herein and in the By-Laws of the Condominium annexed hereto as Exhibit D and made a part hereof. The condominium shall be known as the "39 Pierrepont Condominium".

The Units

4.1 Each Unit in the Building consists of the area measured horizontally from the interior face of the structural portion of each of the exterior walls enclosing such Unit, and vertically from the top of the floor beams to the underside of the floor beams of the next higher floor. However, any Common Element located within a Unit shall not be considered part of such Unit.

4.2 Each Unit includes: (a) the interior staircase between the two floors of such Unit; (b) the interior walls, partitions, floors and ceilings within, affixed, attached or appurtenant to such Unit; (c) any and all equipment, fixtures and appliances (including without limitation, hot water heaters, plumbing, plumbing facilities, sinks, bathtubs, toilets, refrigerators, ovens, ranges, dishwashers and any other appliances) affixed, attached or appurtenant to such Unit and benefiting only that Unit; (d) the door leading to such Unit from the basement vestibule and all other interior doors appurtenant to the Unit and (e) doors and windows appurtenant to the exterior of the Unit, including panes, casements and frames. Each Unit Owner will be responsible at his sole cost and expense for maintaining and repairing his Unit, including maintaining the exterior windows and doors appurtenant thereto.

4.3 In addition, Unit 1 includes the stairs from that Unit into the cellar and Unit 2 includes the stairs extending from the first floor to the third floor, the hallway on the first floor adjacent to and leading to such stairs, and the door in such hallway leading to the cellar stairs.

4.4 Exhibit B annexed hereto sets forth the following identifying data with respect to each Unit: designation number, approximate location in the Building, approximate net area, the portions of the Common Elements (including Limited Common Elements) to which such Unit has immediate access and the Common Interest appurtenant to such Unit. The precise location of each Unit is shown on the Floor Plans to be filed herewith.

ARTICLE 5Common Elements

5.1 The Common Elements of the Condominium, also called the General 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, spaces or parts of the Building and all facilities therein for the common use of the Units or of the Unit Owners, or necessary for the existence, maintenance, management, operation or safety of the Property.

5.2 Without limiting the foregoing section 5.1 in any respect, the General Common Elements include the following parts of the Building which are not expressly part of Units:

5.2-1 the Land;

5.2-2 all foundations, columns, girders, beams and supports;

5.2-3 all exterior walls, load bearing partitions, all glass windows (including panes, casements and frames) in the exterior walls of the Building, floors and ceilings (except to the extent that same are not expressly included as part of a Unit), and all interior demising walls separating a Unit from the Common Elements or from the other Unit;

5.2-4 entrances to and exits from the Building, cellar and the stairs to the cellar;

5.2-5 the front yard;

5.2-6 all underground utility or other vaults, all storage spaces and mailboxes, and other areas used in connection therewith;

5.2-7 all central and appurtenant installations for services such as power, light, telephone, television, water, heat (including all pipes, ducts, chutes, wires, cables and conduits used in connection therewith, whether located in common areas or in Units) and all other mechanical equipment;

5.2-8 all tanks, pumps, motors, fans, compressors and control equipment;

5.2-9 all light shafts and dumb waiters; and

5.2-10 all other parts of the Property and all apparatus and installations existing in the Building or on the Property for common use or necessary or convenient to the existence, maintenance or safety of the Property.

5.3 The Common Elements may not be divided. There shall be no partition or division of any Common Element, except as provided in this Declaration and the By-Laws, nor shall there be any alteration of the Common Interest appurtenant to each Unit without the unanimous consent of all affect Unit Owners.

5.4 The respective percentage interest of each Unit in the Common Elements has been determined upon the basis of floor space, overall dimensions of the particular Unit, location and access to Common Elements and Limited Common Elements.

## ARTICLE 6

### Limited Common Elements

6.1 The Limited Common Elements are those portions of the General Common Elements which are adjacent to associated with a particular Unit and intended for the exclusive use of each such particular Unit. The Limited Common Elements appurtenant to Unit 1 consists of the side and rear yard. The Limited Common Elements appurtenant to Unit 2 consists of the attic and the roof over the attic and third story of the Building.

6.2 The Unit Owner having access to a Limited Common Element may not erect any structure or otherwise alter such Limited Common Element without first obtaining the prior written consent of the other Unit Owner and the Board. In addition, such proposed alteration must be in compliance with all applicable building codes and other pertinent regulations, and further provided that the structural integrity of the Building is not affected. The Owner of Unit 2 may not use the roof over the attic and third story of the Building, unless a proper surface to protect the roof is installed and approved by the Board in accordance with the foregoing, and shall be liable for all damage to the roof caused by unnatural wear and tear, improper use and improper or inadequate installation of a surface to protect the roof. No person may use or walk upon any balcony off the first or second stories of the Building except in connection with the repair or maintenance of the Building.

6.3 Each Unit Owner shall be responsible for the maintenance of his or her respective Limited Common Elements, except that the Owner of the Unit 2 shall not be solely responsible for the repair of the extension roof, except for any damage caused by unreasonable wear and tear.

## ARTICLE 7

### Use of the Units

7.1 The Units may be used for any residential purpose and permitted uses incidental thereto which are not violative of the laws and requirements of public authorities; provided that no immoral, improper or offensive use shall be permitted thereunder.

7.2 Further restrictions on the use and occupancy of the Units are set forth in the By-Laws and any rules as may be adopted by the Board of Managers.

## ARTICLE 8

### Changes in the Condominium

Except to the extent prohibited by law, no Unit Owner, including the Sponsor or its designee, shall have the right, without the vote or consent of the Board of Managers, or the Mortgage Representatives, if any, to make any alterations, whether structural or nonstructural, in, to and upon his Unit, including subdividing the Unit and altering the boundary walls between any two Units, and if appropriate, reapportioning among the subdivided Unit affected by such subdivision their percentage interests in the Common Elements. The Board shall not unreasonably withhold consent provided that the

percentage interest in the Common Elements of any other Unit is not affected unless the Owner of such affected Unit shall consent thereto, and further provided that Unit Owner shall comply with all applicable laws, ordinances and regulations, and the By-Laws and shall agree to hold the Board and all other Unit Owners harmless from any liability arising therefrom. REEL 2578 PAGE 97

## ARTICLE 9

### Rights in the Units

9.1 Except to the extent prohibited by law and requirements of public authorities, A Unit Owner shall have the right, without the vote or consent of the other Unit Owner and/or the Board: (a) to make nonstructural alterations, additions and improvements, in, to and upon his or her Unit and (b) to install any ducts, stacks, chutes, or risers reasonably required in connection with such alteration or improvement; provided that the nature and location of such installation does not materially interfere with the use of or materially affect or encroach upon the space of the other Unit and further provided that the Unit Owner undertaking such alterations complies with all applicable laws and regulations and agrees to hold the Board and the Owner of the other Unit harmless from any liability arising therefrom. Unit Owners may make structural alterations, additions and improvements to their respective Units only after obtaining the written consent of the other Unit Owner, which consent may not be unreasonably withheld, provided such alterations are in compliance with all applicable laws and regulations and do not impair the structural integrity of the Building.

9.2 Unit Owners may mortgage, sell, assign, let or otherwise transfer their respective Units together with their appurtenant interests in the Common Elements without the consent of the other Unit Owner or the Board, subject, however, to the provisions of this Declaration, the By-Laws, including the provisions of Articles VII and VIII thereof and the laws and requirements of public authorities, including, without limitation, the Condominium Act.

## ARTICLE 10

### Operation of the Property

As provided by and subject to the terms and provisions of this Declaration and the By-Laws, the Board of Managers shall be responsible for the operation of the Property, including the following: maintenance, repair, replacement and restoration of the Common Elements; furnishing the services and utilities covered by the Common Expenses; obtaining and maintain insurance; and taking such actions as may be necessary to comply with laws and regulations applicable to the Common Elements which the Unit Owners are not otherwise obligated to make individually pursuant to the terms of the By-Laws.

## ARTICLE 11

### Receipt of Service

Any officer of the Board of Managers is hereby designated to receive service of process in any action which may be brought against the Condominium, provided they are occupants in the Condominium.

## ARTICLE 12

### Encroachments

If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements as a result of construction in accordance with this Declaration and the By-Laws, settling or shifting of the Building, or repair and/or restoration by the Board of Managers of the Building, a valid easement shall exist for the encroachment and for the maintenance of the same so long as the Building stands. In the event the Building, a Unit, or any adjoining Common Element shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the Common Elements upon any Unit or encroachments of any Unit upon any other Unit or upon any portion of the

Common Elements due to such rebuilding shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the Building shall stand.

### ARTICLE 13

#### Easements

13.1 Subject to the terms of the By-Laws and the Rules and Regulations, each Unit Owner shall have an easement in common with each other to inspect, use, maintain, repair, alter and replace all Common Elements wherever located on the Property. All Units shall be subject to an easement to use, maintain, repair, alter, restore, rebuild or replace any and all Common Elements. The Board shall have a right of access to all Units and the Common Elements to inspect them, to remove violations therefrom and to install, operate, maintain, repair, alter, rebuild, restore and replace any of the Common Elements located in, over, under, through, adjacent to, or upon the same, and each Unit and the Common Elements shall be subject to such easement and right of access. The easements and rights of access granted in this paragraph shall be exercised in such manner as will not unreasonably interfere with the use of the Units for their permitted purposes. Such entry shall be permitted on not less than one (1) day's notice, except that no such notice shall be required in the event of any repair or replacements immediately necessary for the preservation or safety of the Building, for the safety of the occupants therein, or to avoid the suspension of necessary service in the Building, including reading of utility meters in the cellar.

13.2 Each Unit shall have an easement of subjacent support and necessity and such easements shall be subject to the same easements in favor of all of the other Units and the Common Elements.

13.3 The Board of Managers shall have the right to grant such additional electric, gas and other utility easements as it shall deem necessary or desirable for the proper operation and maintenance of the Building or any portion thereof; provided that such additional utilities will not unreasonably interfere with the permitted uses of the Units.

13.4 Subject to the terms of the By-Laws and the Rules and Regulations, the Unit Owners, all other permitted occupants of the Building, the Managing Agent, the Condominium Board and all employees, agents, guests, invitees and licensees of the foregoing shall have, in common with all the others, an easement for ingress and egress through, as well as for the use and enjoyment of all the General Common Elements; provided no person shall use and enjoy the General Common Elements except in accordance with the reasonable purposes for which they are intended and without encroaching upon the rights of other persons to do so.

### ARTICLE 14

#### Power of Attorney to Declarant, Sponsor and the Board

14.1 Each Unit Owner, by acceptance of a deed or otherwise succeeding to title to a Unit shall be deemed to have nominated, constituted and appointed the Board or the Sponsor, as the case may be, as such Unit Owner's attorney-in-fact, which power is irrevocable and coupled with an interest and with power of substitution, (a) to acquire any Unit, together with its appurtenant interest, whose Owner desires to sell, convey, transfer, assign, or surrender the same or which becomes the subject of a foreclosure or other similar sale, in the name of the Board or its designees on behalf of all Unit Owners; (b) to convey, sell, lease, mortgage or otherwise deal with any such Unit so acquired; and (c) to execute, acknowledge and deliver (i) any declaration or other instrument affecting the Condominium which the Board deems necessary or appropriate to comply with any law or regulation applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Condominium or (ii) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the Condominium or the Common Elements that the Condominium Board deems necessary or appropriate or may be required by the Sponsor pursuant to the terms of this Declaration.

14.2 In confirmation of the foregoing power of attorney, each Unit Owner, upon the request of the Board or Sponsor, shall duly execute, acknowledge and deliver to the requesting party, for recording in the Register's Office, a Unit Owner's Power of Attorney in the form set forth as Exhibit E to this Declaration.



ARTICLE 15Acquisition of Units

If (a) any Unit Owner surrenders his or her Unit, together with (i) the undivided interest in the Common Elements appurtenant thereto, (ii) the interest of such Unit Owner in any other Unit(s) theretofore acquired by the Board or its designee, corporate or otherwise, on behalf of all Unit Owners or the proceeds of the sale of lease thereof, if any, and (iii) being hereinafter collectively called the "Appurtenant Interests", pursuant to the provisions of section 339-x of the Condominium Act; or (b) the Board acquires or leases a Unit, together with its Appurtenant Interest, or purchases, at a foreclosure or other similar sale, a Unit, together with its appurtenant Interest, then in any such event, title to any such unit, together with its Appurtenant Interest, shall be held by the Board or its designee shall be held by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective interest in the Common Elements.

ARTICLE 16COVENANTS RUNNING WITH THE LAND

16.1 All provisions of this Declaration and By-Laws including, without limitation, the provisions of this article 16 shall, to the extent applicable and unless otherwise expressly herein or herein provided to the contrary, be perpetual and be construed to be covenants running with land and with every part thereof and interest therein, and all of the provision thereof shall be binding upon and inure to the benefit of the Owner of all or any part thereof, or interest therein, and his or her heirs, executors administrators, legal representatives, successor and assigns, but the same are not intended to create, nor shall they be construed as creating, any rights in or for the benefit of the general public. All present and future Owners and Occupants of Units shall be subject to and shall comply with the provisions of this Declaration and the By-Laws, as they may be amended from time to time. The acceptance of title or conveyance or the entering into a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this of Declaration and the By-Laws, as they may be amended from time to time, are accepted and ratified by such Owners or Occupants, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

16.2 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 New York Condominium Act; such provisions 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 very part thereof an 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, 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.

ARTICLE 17TERMINATION OF CONDOMINIUM

The Condominium shall continue until (a) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in the By-Laws or (b) such time as withdrawal of the Property from the provisions of the Condominium Act if authorized by a vote of both Unit Owners. No such vote under clause (b) in the preceding sentence shall be effective without the written consent (which consent shall not be unreasonable withheld or delayed) of the Mortgage Representatives, if any. 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 Interest, provided, however, that no payment shall be made to a Unit Owner until there has first been paid from out of his or her share of such net proceeds all liens of his Unit, in the order of priority of such liens.

#### ARTICLE 18

##### 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 19

##### CAPTIONS

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

#### ARTICLE 20

##### CERTAIN REFERENCES

20.1 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.

20.2 The terms "herein," 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.

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

#### ARTICLE 21

##### SEVERABILITY

Subject to the provisions of Section 16.2, 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 22

##### COVENANT OF FURTHER ASSURANCES

22.1 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, and Occupant of a Unit, a member or officer of the board or otherwise, shall, at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action as such other party may reasonably request to effectuate the provisions of 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.

22.2 If any Unit Owner or any other party subject to the terms of this Declaration fails to execute, acknowledge or deliver any instrument, or fails or refuses, within

10 days after request therefor, to take any action which such Unit Owner or party is required to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner or other party and such document or action shall be binding on such Unit Owner or other party.

22.3 If any Unit Owner or the Board or any other party which is subject to the terms of this Declaration fails to execute, acknowledge or deliver any instrument, or fails or refuses, within 10 days after request therefor, to take any action which the Board or Unit Owner or other party is required to execute, acknowledge and deliver or to take pursuant to this Declaration at the request of Sponsor, then Sponsor is hereby authorized as attorney-in-fact for the board or such Unit Owner or other party coupled with an interest, to execute, acknowledge and deliver such instrument party and such document or action shall be binding on the Board or such Unit Owner or other party, as the case may be.

### ARTICLE 23

#### SUCCESSORS AND ASSIGNS

The rights and/or obligations of Sponsor as set forth herein shall inure to the benefit of be binding upon any successor or assign of Sponsor or, with consent of Sponsor, any transferee of all transferee of all the then Unsold Units. Subject to the foregoing, Sponsor shall have the right, at any time, in its sole discretion, to assign or otherwise transfer its interest herein, whether by merger, consolidation, lease, assignment or otherwise.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed as of the eleventh day of May, 1990.

Estate of Florence Z. Arata /

By: Lauren L. Pickett  
Lauren L. Pickett, Co-Executrix

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

On the 11<sup>th</sup> day May, 1990, before me personally came Lauren L. Pickett, to me known to be the co-executrix of the Estate of Florence Z. Arata and the person who executed the foregoing instrument, and she thereupon acknowledged that she executed the same as co-executrix.

Marilyn Go  
NOTARY PUBLIC

MARILYN GO  
Notary Public, State of New York  
No. 24-4769029  
Qualified in Kings County  
Commission Expires Aug. 31, 1990



Exhibit A to  
The Declaration of  
39 Pierrepont Condominium

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

BEGINNING at a point on the Northerly side of Pierrepont Street, distant 51 feet 3 inches westerly from the corner formed by the intersection of the northerly side of Pierrepont Street with the westerly side of Hicks Street;

RUNNING THENCE northerly and part of the distance through a party wall 87 feet 6 inches;

THENCE westerly along a line forming an interior angle of 93 degrees 30 minutes, 37 seconds with the preceding course, 25 feet;

THENCE southerly along a line forming an interior angle of 86 degrees 31 minutes 37 seconds with the preceding course, and part of the distance through a party wall 88 feet 9 3/4 inches to the northerly side of Pierrepont Street; and

THENCE easterly along the northerly side of Pierrepont Street 25 feet to the point or place of BEGINNING.

The above dimensions are more or less and will conform with the New York City Tax Map.

Exhibit B to  
The Declaration of  
39 Pierrepont Condominium

DESCRIPTION OF THE UNITS

| Unit<br>Designation<br>(Apt. No.) | Tax<br>Lot<br>No. | Location                   | Approx.<br>Net<br>Square<br>Feet | Number<br>Of Rms.<br>Baths | Common<br>Elements/<br><i>Limited</i><br>Common<br>Elements<br>to Which<br>Unit Has<br>Immediate<br>Access | Common<br>Int. |
|-----------------------------------|-------------------|----------------------------|----------------------------------|----------------------------|--|----------------|
| 1                                 | 1001              | basement &<br>1st<br>story | 2,525                            | 6,<br>2-1/2                | cellar,<br>front<br>yard,<br><i>rear and<br/>side yard,</i><br>vestibule                                   | 40%            |
| 2                                 | 1002              | 2nd &<br>3rd<br>stories    | 2,823                            | 8-1/2,<br>3                | cellar,<br>roof,<br>front<br>yard,<br>vestibule,<br>2nd story<br>roof**<br>attic***                        | 60%            |

\*The side and rear yard area is approximately 524 square feet.

\*\*The floor area of the roof is approximately 1,386 square feet.

\*\*\*The attic includes approximately 1,166 square feet of floor space, all of which has a ceiling height of less than 5'8".

Exhibit C to

The Declaration of

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39 Pierrepont Condominium

DEFINITIONS

*"Appurtenant Interest"* shall mean, with respect to any Unit, the undivided interest of the owner thereof pursuant to the terms of Section 339-x of the Condominium Act in and to: (i) the Common Elements;

*"Building"* shall mean the building situated on the Land and known as 39 Pierrepont Street, Brooklyn, New York.

*"By-Laws"* shall mean the by-laws of the Condominium, which are annexed as Exhibit D to the Declaration, as the same may be amended from time to time pursuant to the terms thereof.

*"Common Elements"* shall mean, collectively, the Limited Common Elements and the General Common Elements, and shall consist of all parts of the Property other than the Units.

*"Common Charges"* shall mean the charges allocated and assessed by the Condominium Board to all the Unit Owners, pro-rata in accordance with their respective Common Interest, to meet the Common Expenses.

*"Common Expenses"* shall mean all cost and expenses to be incurred generally by Unit Owners pursuant to the Declaration and/or the by-Laws in connection with: (i) the repair, maintenance, replacement, restoration and operation of, and any alteration, addition, or improvement to, the General Common Elements; (ii) the establishment and/or maintenance of a general operating reserve or a reserve fund for working capital, for replacement with respect to the General Common Elements, or to make up any deficit in the General Common Charges for any prior year(s); and (iii) generally, the conduct of the affairs of the Condominium

*"Common Interest"* shall mean the undivided percentage interest of each Unit in the Common Elements.

*"Condominium"* shall mean the 39 Pierrepont Condominium, which was established pursuant to the terms of the Declaration and is to be governed pursuant to the terms of the By-Laws.

*"Condominium Act"* shall mean Article 9-B of the Real Property Law of the State of New York, as may be amended from time to time.

*"Condominium Board"* shall mean the governing body of the Condominium, whose members shall be selected pursuant to the terms of Articles 2 and 4 of the By-Laws.

*"Condominium Documents"* shall mean the Declaration, the By-Laws and the Rules and Regulations.

*"Declaration"* shall mean the declaration executed by the individual sponsors for the purposes of submitting the Property to the provisions of the Condominium Act and establishing a regime for the condominium ownership thereof.

*"First Closing"* shall mean the first date upon which title to a Unit is conveyed to a purchaser pursuant to the terms of the Plan.

*"Floor Plans"* shall mean the floor plans of the Units certified by Armando Porto, R.A. and filed in the Register's Office simultaneously with the recording of the Declaration, together with any supplemental floor plans thereto.

*"General Common Elements"* shall mean those certain portions of the Land and the Building (other than the Units), as well as those Facilities therein, either existing for the common use of the Units or the Unit Owners or necessary for, or convenient to, the existence, maintenance, or safety of the Property, as more particularly described in

paragraph (b) of Article 5 of the Declaration.

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*"Institutional Lender"* shall mean (i) a savings bank, savings and loan association, bank or trust company, insurance company, real estate investment trust, or mortgage trust of (ii) a federal, state, municipal, teacher's or union employee, welfare, pension or retirement fund or system.

*"Institutional Mortgage"* shall mean any first mortgage covering one or more Units that is a Permitted Mortgage and the initial holder of which is either Declarant or its designee or an Institutional Lender.

*"Land"* shall mean all that certain tract, plot, piece and parcel of land situate, lying and being in the County of Kings, and State of New York, as more particularly described in Exhibit A to the Declaration.

*"Law"* shall mean the laws and ordinances of any or all of the federal, state or municipal governments, the rules, regulations, orders and directives of any or all departments, subdivisions, bureaus, agencies, or offices thereof or of any other governmental, public, or quasi-public authorities having jurisdiction over the Property and/or the Condominium, and/or the direction of any public officer pursuant to law.

*"Limited Common Elements"* shall mean those certain portions of the Land and the building (other than the Units) that are to be used by the owners of one or more Units to the exclusion of the other Unit Owner, as more particularly described in Article 6 of the Declaration.

*"Managing Agent"* shall mean a Person employed by the Condominium Board pursuant to the By-Laws, who shall undertake to perform the duties and services that the Condominium Board shall direct and who shall have whatever powers the Condominium shall delegate, subject to the limitations contained in the by-Laws.

*"Majority of Unit Owners"* shall mean the vote of both Unit Owners, or if both do not vote, the vote of one Unit Owner, with the other Unit Owner abstaining.

*"Mortgage Representatives"* shall mean the representatives of the holders of all mortgages encumbering Units, designated by the holders of Institutional Mortgages in accordance with the terms of the By-Laws.

*"Permitted Mortgage"* shall mean mortgage covering one or more Units that is placed thereon in compliance with the terms of the By-Laws.

*"Plan"* shall mean that certain offering plan pursuant to which the Property is converted to condominium ownership and which was accepted for filing by the Department of Law of the State of New York pursuant to Section 352-c of the General Business Law of the State of New York.

*"Property"* shall mean the Land, the Building, all other improvements erected or be erected on the Land, all easements, rights and appurtenances pertaining thereto and all other property, real or personal, used or intended to be used in connection therewith.

*"Register's Office"* shall mean the Kings County Office of the Register of the City of New York.

*"Rules and Regulations"* shall mean the rules and regulations of the Condominium which are annexed as an addendum to the by-Laws, as any of the same may be amended, modified, added to, or deleted from time to time pursuant to the terms of the By-Laws, provided that they are not in conflict with the terms of the Condominium Act, the Declaration, or the By-Laws.

*"Special Assessments"* shall mean the charges allocated and assessed by the Condominium Board to all Unit Owners, pro rata in accordance with their respective Common Interest (except as otherwise provided in the Declaration or in the By-Laws), in accordance with the By-Laws.

*"Sponsor"* shall mean the Estate of Florence Z. Arata.

*"Unit Owner"* shall mean any Person who holds fee title, or record, to one or more Units at the time in question.

*"Units"* shall mean any of the 2 "Units", as such term is defined in the Condominium Act, located on the first through the penthouse floors of the Building, which

Units are more particularly described in Article 4 of, and Exhibit B to, the Declaration and in the Floor Plans.

*"Unsold Unit"* shall mean any Unit owned by Sponsor or its designee at any time after the First Closing of Title.

Exhibit D to  
The Declaration of  
39 Pierrepont Condominium

REEL 2578 PAGE 107

BY-LAWS  
OF  
39 PIERREPONT CONDOMINIUM

ARTICLE I

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 39 Pierrepont Condominium (the "Condominium"). The Condominium covers the property (the "Property") consisting of approximately 2,175 square feet of land constituting Lot 3 of Block 235 on the tax map of the Borough of Brooklyn, County of Kings, City and State of New York, as more particularly described in the Declaration, and the building and other improvements now or hereafter to be constructed thereon (hereinafter collectively called the "Building"), including, without limitation, the Units and the Common Elements, all easements, rights or 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 Office of the Register of the City of New York ("City Register's Office") simultaneously herewith. All capitalized terms herein which are not separately defined herein shall have the meanings given to those terms in the Declaration.

1.2. Applicability of By-Laws. These By-Laws are applicable to the Property and to the use and occupancy thereof. All present and future Unit Owners, mortgagees, lessees, sublessees and occupants 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 the Declaration, these By-Laws and the Rules and Regulations (as hereinafter defined). The acceptance of a deed or conveyance, or the succeeding to title to, or the execution of a lease or sublease for, or the act of occupancy of, a Unit shall constitute an agreement that these By-Laws, the Rules and Regulations and the provisions of the Declaration are accepted, ratified, and will be complied with.

1.3. Principal Office of Condominium. The principal office of the Condominium shall be located within the Property or at such other place within the County of Kings reasonably convenient thereto, as may be designated from time to time by the Condominium Board (as hereinafter defined).

ARTICLE II

BOARD OF MANAGERS

2.1. Number, Term and Qualification.

2.1-1. As more particularly set forth in 2.2, the affairs of the Condominium shall be governed by a board of managers of the Condominium (the "Board") which shall be comprised of two (2) persons one to be selected by Unit Owner of Unit 1 and the other to be selected by the Unit Owner of Unit 2.

2.1-2. Each member of the Board, except for the first Board and except as otherwise provided herein, shall be elected at the annual meeting of Unit Owners and shall serve until the next annual meeting thereof and until his successor has been elected and qualified. There shall be no limit on the number of successive terms a Board member may serve.



2.1-3. Except for Board Members elected by the Sponsor or its designee, all members of the Board shall be either Unit Owners, lessees or spouses of the foregoing, residents of the Units or mortgagees. Other than Board members elected by the Sponsor or its designee, no Board member shall continue to serve after he ceases to be a Unit Owner or interested party with respect to any Unit as specified herein.

## 2.2. Powers and Duties.

2.2-1. The Board shall have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium, except such powers and duties which by law, the Declaration or these By-Laws may not be delegated to the Board by the Unit Owners. Notwithstanding the foregoing, the Board may not take any action which would render any Unit unsuitable for residential use, or which would limit or modify the right of Unit Owners to use and enjoy their respective Units and the Common Elements as provided in the Declaration and these By-Laws.

2-2. Without limiting the generality thereof, the Board shall be entitled to make determinations with respect to the following matters:

2.2-2 (a) Operation, care, upkeep, maintenance, repair, replacement, alteration, restoration or improvement of the Common Elements.

2.2-2 (b) Determination and collection of the Common Charges (as hereinafter defined).

2.2-2 (c) Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Elements.

2.2-2 (d) Adoption of, and amendments and addition to, the Rules and Regulations (as hereinafter defined);

2.2-2 (e) Maintenance of bank accounts on behalf of the Condominium and designating the signatories required therefor.

2.2-2 (f) Procurement and review of insurance for the Property, including the Units, pursuant to the provisions of Article 6.

2.2-2 (g) Collection of fines against Unit Owners for violations of the Rules and Regulations (any such fines shall constitute Common Charges payable by the Unit Owner against whom they are levied).

2.2-2 (h) Adjustment and settlement of insurance claims and executing and delivering releases in connection therewith.

2.2-2 (i) Accumulation of reserves and 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 Common Elements; provided, however, that (i) the consent of at least 66-2/3% in Common Interest of all Unit Owners shall be required for any borrowing in excess of the aggregate amount of \$10,000 in any one calendar year (regardless of the balance of any loans outstanding from previous years) and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interests in the Common Elements without the consent of the owner of such Unit. If any sum borrowed by the Board pursuant to the authority contained in this subsection is not repaid by the Board, a Unit Owner who pays to the creditor such proportion thereof as his 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 the right to file against such Unit Owner's Unit.

2.2-2 (j) Enforcement of obligations of Unit Owners.

2.2-2 (k) Execution, acknowledgment and delivery of (i) any declaration or other instrument affecting the Property which the 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 Building or (ii) any consent, covenant, restriction, easement or declaration affecting the Property which the Condominium Board deems necessary or appropriate.

2.2-2 (l) Preparation, execution 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 Board's estimation, it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the Declaration and/or these By-Laws. REEL 2578 PAGE 109

2.2-2 (m) Acceptance of the surrender of any Unit in the name of the Board or its designee on behalf of all Unit Owners.

2.2-2 (n) Purchase, lease, sublease or otherwise acquire in the name of the Board or its designee, on behalf of all Unit Owners, of Units offered for sale or lease by their owners to the Board, and sell, lease, mortgage or otherwise deal with (but not voting the votes appurtenant to) any Unit acquired by the Board or its designee on behalf of all Unit Owners.

2.2-2 (o) Organization of corporations to act as designees of the Board with respect to such matters as the Board may determine, including, without limitation, actions in connection with the acquisition of title to any Unit by the Board on behalf of all Unit Owners.

2.2-2 (p) Performance of any act with respect to a matter determinable by the Board and deemed necessary or desirable by the Board, including, but not limited to, using Common Charges and making special assessments for the purpose of litigation and other legal expenses arising out of matters relating to the Common Elements or more than one Unit. Any act performed 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 such Board.

2.2-3. The Board may, with respect to matters which it is entitled to determine, designate or appoint an Executive Committee any other committee(s) or managing agent, as provided for and limited as set forth below, to act as its agent and, in connection with such designation, such committee or agent may execute, acknowledge and deliver any application, instrument or document, including, without limitation, any power of attorney or indemnification from liability that may be required or requested. Each such committee to the extent provided in the resolution which creates it shall have and may exercise all the powers of the board to the extent permitted by law. The Board may employ a managing agent and/or a manager at a compensation established by the Board to perform such duties and services as the Board shall authorize except that the Board may not delegate the duties and powers set forth in (b), (d), (c), (g), (h), (i) and (k) of the subsection above.

2.2-4 Limitations. Notwithstanding anything to the contrary contained in these By-Laws, until the earlier of either the second anniversary of the first closing of title to a Unit under a Purchase Agreement or the closing of title to both Units, the Board may not, without Sponsor's prior written consent: (a) make any addition, alteration or improvement to the Common Elements (unless required by law); (b) assess any Common Charges for the creation of, addition to or replacement of, all or part of any reserve, contingency or surplus funds in excess of 4% in the aggregate of the estimated expenses of the Condominium for the following year of operation; (c) hire any employee in addition to the number of employees referred to in the schedule of "Projected Receipts and Expenses for the First Year of Condominium Operation" set forth in the Offering Plan as the same may from time to time be amended (the "Offering Plan"); (d) enter into any service or maintenance contract for work not covered in said schedule, or otherwise provide services in excess of those contemplated by such schedule or the Offering Plan; or (e) borrow money on behalf of the Condominium.

2.3 Removal. Any Board member may be removed for cause by a vote of two-thirds in Common Interest of all Units at a regular or special meeting of Unit Owners at which a quorum is present, except that any Board member elected by Sponsor or its designee may be removed only for cause by a unanimous vote of all Unit Owners. Any Board member whose removal has been proposed shall be given an opportunity to be heard at the meeting.

2.4 Vacancies. Any vacancy on the Board, including the First Board described in section 2.5, for whatever reason shall be filled by the members of the Board then in office at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy even though the members present at such meeting may constitute less than a quorum, and any person so elected shall be a member of such Board for the remainder of the term of the member creating such vacancy and until a successor shall be elected at the next annual meeting of Unit Owners. Any person so elected under the provisions of this section shall be elected from the same Unit Owner as had elected the vacating member of the Board.

2.5. Organizational Meeting of the Board. The first meeting of the Board following each annual meeting of Unit Owners shall be held within ten days after such annual meeting at such time and place in the County of Kings as shall be fixed by a majority of the members thereof, and no notice shall be necessary to the newly elected Board members in order legally to constitute such meeting, provided that a majority of the members of such Board shall be present thereat. Until the first annual meeting of the Unit Owners, the Board shall consist of two (2) persons designated by the Sponsor, which persons shall be deemed to have been "elected" as members of the Board for the purposes of these By-Laws. Within sixty (60) days after the closing of title to all Units sold prior to the effective date of the Plan, the First Board shall call the first annual meeting of Unit Owners.

2.6. Regular Meetings of the Board. Regular meetings of the Board may be held at such time and place in the County of Kings as shall be determined from time to time by a majority of the members thereof, as shall be necessary. Notice of regular meetings of such Board shall be given to each member thereof, by personal delivery, mail or telegram, at least five (5) business days prior to the day named for such meeting.

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

2.8. Resolutions of the Board. The Board shall cause to be promptly delivered to Unit Owners copies of all resolutions adopted by the Board, except to the extent that they (a) concern matters privileged under applicable law or (b) concern the terms of the sale, leasing or subleasing of any Unit, other than the nature of the use thereof. Notwithstanding anything to the contrary contained in this subsection, the Board may deliver any resolutions adopted by the Board to Unit Owners.

2.9. Waiver of Notice. Any Board member may, at any time and in writing, waive notice of any Board meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting thereof shall constitute a waiver of notice by him of the time and place thereof. If all members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

2.10. Determinations by the Condominium Board: Quorum.

2.10-1 Except as otherwise set forth in subsection 3 below, all determinations of the Board shall be made at meeting of the Board at which a quorum thereof is present. At any such Board meeting, a majority of the members thereof shall constitute a quorum and the votes of a majority of such members present shall constitute the action of the Board.

2.10-2 If there is less than a quorum present at any Board meeting, a majority of those 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.

2.10-3 Members of the Board 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 members of the Board consent thereto in writing.

2.11. Compensation. No member of the Board shall receive any compensation for acting as such.

2.12. Liability of the Board. Board members shall have no liability to Unit Owners for errors of judgment, negligence or any other action done in the performance of their duties as Board Members, except that a Board member shall be liable for his own bad faith or willful misconduct. All Unit Owners shall severally, to the extent of their respective interests in their Units and the Common Elements, indemnify each

Board member against any liability or claim, except those arising out of bad faith or willful misconduct of such Board member. The Board may contract or effect any other transaction with any Board member, any Unit Owner or the Sponsor or any affiliate of any of them without incurring any liability for self-dealing. Every agreement made by the Board or by the managing agent or by the manager, as the case may be, on behalf of the Condominium, shall provide that the same shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability shall be limited to such proportion of the total liability thereunder as his or her interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

2.13. Fidelity Bonds. The Board may obtain fidelity bonds, in amounts deemed appropriate by it, for all its officers and employees and for the managing agent or manager, if any, employed by it who handle or are responsible for Condominium funds, and the premiums on such bonds shall constitute Common Expenses.

2.14. Status of the Condominium Board. In addition to the status conferred upon the Board under or pursuant to the provisions of the Condominium Act, the Board shall, to the extent permitted by applicable law, be deemed to constitute a separate unincorporated association for all purposes under and pursuant to the provisions of the General Association Law of the State of New York. In the event of the incorporation of the Board pursuant to the provisions of 2.15, the provisions of this subsection 2.14 shall no longer be applicable.

2.15. 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 II, be incorporated under the applicable statutes of the State of New York. The Board so incorporated 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 thereof and the provisions of such certificate of incorporation and by-laws.

2.16. 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 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 III

#### UNIT OWNERS

3.1. Annual Meetings. Within sixty (60) days after the closing of title to all Units sold prior to the effective date of the Plan, the annual meeting of Unit Owners shall be held. At such meeting the First Board will resign and a new Condominium Board shall be elected (as provided herein) consisting of two members. Thereafter, annual meetings of Unit Owners shall be held on a business day during the first full week in May of each succeeding year. At such meeting, the Unit Owners shall hold elections for membership on the Board, and there shall also be transacted such other business as may properly come before such meeting.

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

3.3. Special Meetings. The President 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 by not less than 25% in Common Interest of Unit Owners.

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 and no business shall be transacted thereat, except as stated in the notice. All notices hereunder shall be given by personal delivery, mail or telegram not fewer than ten (10) nor more than forty (40) days before the date of the meeting and shall be given or sent to the Unit Owners entitled to receive same at their

respective addresses at the Property or at such other address as any Unit Owner designates by notice in writing to the Secretary at least ten (10) days prior to the giving of notice of the applicable 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 48 hours from the time fixed for the original meeting.

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

- (a) Roll Call.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of members of the Board.
- (f) Reports of committees.
- (g) Election of inspectors of election (when so required).
- (h) Election of members of the Board (when so required).
- (i) Unfinished business.
- (j) New business.

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

### 3.8. Voting.

3.8-1 Each Unit Owner, or any person (who need not be a Unit Owner) designated by a Unit Owner to act on his or her behalf, shall be entitled to cast the votes appurtenant to such Unit at all meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Secretary and shall be revocable at any time by written notice to the Secretary by the Unit Owner so designating. 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 of interests in the Common Elements ("Common Interests") when computing the interest of Unit Owners for voting purposes.

3.8-2 Except as set forth herein, at all meetings of Unit Owners each Unit Owner (or his proxy) entitled to vote thereat (including Sponsor with respect to Units Owned by Sponsor or its designee) shall be entitled to cast one vote for each .01% of interest in the Common Elements applicable to his or her Unit.

### 3.9. Election of Board.

3.9-1 At all elections of members of the Board, each Unit Owner shall have the right to elect one member of the Board.

3.9-2 When voting for members of the Board, the voting shall be by ballot and each ballot shall state the name of the Unit Owner voting and the percentage interest in the Common Elements owned by such Unit Owner, and in addition, the name of the proxy if such ballot is cast by a proxy.

3.10. Majority of Unit Owners. Except as may otherwise be provided by law, the term "Majority of Unit Owners", as used in these By-Laws, means the vote of both Unit Owners, or if both do not vote, the vote of one Unit Owner voting at any meeting at which a quorum is present.

3.11. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of both Unit Owners both shall constitute a quorum at all meetings of Unit Owners.

3.12. Majority Vote. Except where otherwise provided by law, the Declaration or these By-Laws, the affirmative vote of a Majority of Unit Owners at all meetings of Unit Owners shall be binding upon all Owners for all purposes.



## ARTICLE IV

OFFICERS

4.1. Designation. The principal officers of the Condominium shall be a President, Secretary and Treasurer thereof, all of whom shall be elected by the Board. The Board may appoint such other officers as in its judgment may be desirable. None of the officers need be Unit Owners or have any interest in the Condominium nor be Board Members until the first organizational meeting of the Board to be held after the first annual meeting of Unit Owners. Thereafter, the President, Secretary and Treasurer must be residents in the Building. The same person may hold any two or more offices, except for holding both the offices of President and Secretary.

4.2. Election of Officers. The officers shall be elected annually by the Board at the organizational meeting thereof, except that the initial officers shall be elected by the initial Board thereof and shall hold office at the pleasure of such Board and until their successors are elected.

4.3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

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, from time to time, any Unit Owner to committees as he may in his discretion decide are appropriate to assist in the conduct of the affairs of the entire Condominium.

4.5. Vice President. The Vice President, if such a position is designated by the Board, shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If both the President and the Vice President are unable to act, the Board shall appoint some other member of the Board to act in the place of the 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 keep the minutes of all meetings of Unit Owners and of the 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.

4.7. Treasurer. The Treasurer has 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 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. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any two officers thereof or by such other person or persons designated by the Board.

4.9. Compensation of Officers. No officer shall receive any compensation for acting as such.

4.10. Indemnification of Officers. Each officer shall be indemnified as set forth in subsection 2.12.



ARTICLE VNOTICES

5.1. Notices. All notices required or desired to be given hereunder to the Board shall be in writing and sent by registered or certified mail to the office of the Board or to such other address as the Board may designate, from time to time, to all Unit Owners and mortgagees and, if there is a managing agent of the Board, a duplicate shall be sent in like manner to such managing agent. All notices to any Unit Owner shall, except as otherwise provided herein, be sent by registered or certified mail to the Property address of such Unit Owner or to such other address as may have been designated in writing by him, from time to time, to the Condominium Board. All notices shall be deemed to have been given when 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 any 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 VIOPERATION OF THE PROPERTY6.1. Determination of Common Expenses and Fixing of Common Charges.

6.1-1 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, the Common Elements ("Common Expenses") shall be determined by the Board and, as set forth below, shall be borne by the Unit Owners. Common Expenses shall also include all such other items provided for in the Declaration or these By-Laws to be Common Expenses. Common Expenses may also include such amounts as the Board may deem proper and required for the operation and maintenance of the Property, including, without limitation, an amount for a general operating reserve or for a reserve for working capital, for replacements with respect to the Common Elements and for the purchase, lease or sublease by the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit whose Owner has elected to sell, lease, transfer or convey such Unit or which is to be sold at a foreclosure or other sale. The Board shall, from time to time, and at least annually, prepare a budget to meet Common Expenses and shall allocate and assess to the Unit Owners, pro-rata in accordance with their respective Common Interests (except as otherwise provided in the Declaration or these By-Laws), charges ("Common Charges") to meet Common Expenses. In addition, until the Units are separately assessed for real estate tax purposes, the Board will pay or cause to be paid all taxes with respect to the Property and allocate the cost thereof among all Units in proportion to each Unit's share of real estate taxes as shown on Schedule A of the Offering Plan, and each Unit Owner will reimburse the Board for his or her proportionate share thereof. Such reimbursement shall be allocated as if it were a Common Charge.

6.1-2 Copies of the estimated annual budget for such fiscal year shall be furnished by the Board to each Unit Owner not later than thirty (30) days prior to its adoption by the Board, and in no event later than thirty (30) days prior to the beginning of such fiscal year. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit Owner shall pay, as his respective monthly Common Charge, one-twelfth (1/12) of his proportionate share of the Common Expenses for such year as shown by the annual budget. Such proportionate share for each Unit Owner shall be in accordance with his or her respective ownership interest in the Common Elements as set forth in Appendix B of the Declaration. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly Common Charges for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of his or her respective monthly Common Charge as last determined. Each Unit Owner shall pay his or her monthly Common Charge on or before the first day of each month to the managing agent or as may be otherwise directed by the Board. No Unit Owner shall be relieved of his or her obligation to pay his Common Charge by abandoning or not using his or her Unit or the Common Elements.

6.1-3 For the first fiscal year, the annual budget shall be as approved by the First Board. If such first fiscal year, or any succeeding fiscal year, shall be less than a full year, then the monthly Common Charge for each Unit Owner shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date of occupancy of his or her Unit, each Unit Owner shall pay his or her Common Charge for the following month or fraction of a month which shall be in proportion to his respective ownership interest in the Common Elements and the number of months and days remaining of the period covered by the current annual budget, and which Common Charge shall be as computed by the Board.

6.1-4 Within ninety (90) days after the end of each fiscal year covered by an annual budget, or as soon thereafter as shall be practicable, but in any event within 120 days, the Board shall cause to be furnished to each Unit Owner a statement for such year so ended, prepared by an independent public accountant, showing an itemized accounting of the Common Expenses for the preceding year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget or Common Charges and showing the net excess or deficit of income over expenditures plus reserves and such other information as the Board shall deem desirable.

6.1-5 In the event it shall appear to the Board that the monthly Common Charges, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated Common Expenses for the remainder of any given year, or if there shall be any nonrecurring Common Expenses or any Common Expense not set forth in the annual budget as adopted, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner. Thereupon a supplemental Common Charge shall be made to each Unit Owner for his or her proportionate share of such supplemental budget, subject, nevertheless, to the following rules: any nonrecurring Common Expense, any Common Expense not set forth in the budget as adopted and any increase over the amount in the annual budget shall be separately charged against all Unit Owners. Any such supplemental Common Charge shall be subject to approval by the affirmative vote of Unit Owners holding at least two-thirds in Common Interest voting at a special meeting of Unit Owners duly called for the purpose of approving the Common Charge if it involves proposed expenditures resulting in a total payment of a Common Charge by a Unit Owner equal to the greater of (i) five times the Unit's most recent Common Charge calculated on a monthly basis or (ii) \$1,500.00.

6.1-6 The excess of all rents, profits and revenues derived from the rental or use of any space forming part of or included in any Common Element remaining after the deduction of the expenses in connection therewith shall constitute income of the Unit Owners and be collected on behalf of the Unit Owners by the Board. 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 Liability for Common Charges: Liens.

6.2-1 No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against his or her Unit subsequent to a sale or other conveyance by the Unit Owner (made in accordance with these By-Laws) of such Unit together with its appurtenant interest in the Common Elements, to the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, and in such event, the Owner of such Unit shall be exempt from Common Charges thereafter accruing, subject to the terms and conditions of these By-Laws 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 exists with respect to such Unit. However, in no event shall Sponsor or its designee be permitted to convey any Unsold Unit to the Board and thereby exempt itself from Common Charges attributable to such Unit 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 or her of such Unit, except that, to the extent permitted by law, a purchaser of a Unit at a foreclosure sale of a Permitted Mortgage shall not be liable for, and such Unit shall not be subject to, a lien for the payment of Common Charges accrued and unpaid against such Unit prior to the acquisition by said purchaser of such Unit. However, 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. 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.

6.2-2 All liens provided for in subsection 6.2-1, to the extent permitted by applicable law, shall be subordinate to liens for real estate taxes on the Unit.

**6.3 Collection of Common Charges.** The Board shall 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, including, but not limited to, the institution of such actions for the recovery of interest and expenses as provided in this Article 6.

**6.4 Default in Payment of Common Charges.** If any Unit Owner fails to make a payment of Common Charges within 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), such Unit Owner shall be obligated to pay a "late charge" of \$25.00 for each twenty (20) day period such Common Charges remain unpaid, together with all expenses, including, without limitation, attorneys' fees paid or incurred by the Board or by its managing agent in any proceeding brought to collect such unpaid Common Charges or in an 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-ua thereof or in any other manner permitted by law. All such "late charges" and expenses shall be added to and shall constitute Common Charges payable by such Unit Owner.

**6.5 Foreclosure of Liens for Unpaid Common Charges.** In any action brought by the Board to foreclose a lien on a Unit because of unpaid Common Charges, the Unit Owner shall be required to pay a reasonable rental for the use and occupancy of his or her Unit and the plaintiff in such foreclosure action shall be entitled to the appointment, without notice, of a receiver to collect the same. The Board, acting on behalf of all Unit Owners, shall have the power to purchase such Unit at the foreclosure sale thereof and to acquire, hold, lease, mortgage, convey or otherwise deal with such Unit, but not the power to vote the votes appurtenant to such Unit. A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing or waiving the lien securing such charges. If the net proceeds received on such foreclosure (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.

**6.6 Statement of Common Charges.** The Board 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. The Board may establish a reasonable charge for issuance of such statement.

**6.7 Insurance.**

6.7-1 The Board shall be required to obtain and maintain, to the extent obtainable, the following insurance: Multi-Peril coverage, including fire insurance with all risk extended coverage, vandalism and malicious mischief endorsements, insuring the entire Building (including all of the bathroom and kitchen fixtures installed in the Units by the Sponsor, but not including the space defined by the dimensions of the Units and any fixtures, furniture, furnishings or other personal property contained therein and supplied or installed by Unit Owners or Occupants of Units) together with all service machinery contained therein, and covering the interests of the Condominium, the Board members and all Unit Owners and their Permitted Mortgagees, as their respective interests may appear, in an amount not less than an amount sufficient to avoid any defense based on co-insurance or other insurance or of any invalidity arising from any acts of the insured and of pro-rata reduction of liability, but in no event greater than the full insurable replacement value of the Building (exclusive of foundation and footings), without deduction for depreciation; each of 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. At the Board's discretion, it may obtain (a) boiler and machinery insurance; (b) directors and officers liability insurance; (c) fidelity insurance covering all employees of the Condominium and of the managing agent or agents who handle funds of the Condominium; and (d) such other insurance as the Board may determine. 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.

6.7-2 All such policies shall provide that adjustment of loss shall be made by the Board. Insurance proceeds with respect to any loss shall be payable to the Board, except that, if the Board elects to designate an Insurance Trustee, the proceeds of all policies of physical damage insurance, if in excess of \$100,000.00, shall be payable to the New York City bank or trust company designated by the Board as Insurance Trustee pursuant to the provisions of 12.6.

6.7-3 The amount of fire insurance to be maintained until the first Board meeting following the first annual meeting of Unit Owners shall be in at least the sum of \$800,000.00.

6.7-4 All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or other insurance of invalidity arising from any acts of the insured and of pro-rata reduction of liability, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to all of the insured, including all Permitted Mortgagees. Duplicate originals or certificates of insurance of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all Unit Owners and Permitted Mortgagees at least ten (10) days prior to expiration of the then current policies, in the event of a change in insurance carrier or such other event that in the Board's opinion requires notice.

6.7-5 The Board shall also be required to obtain and maintain comprehensive general liability insurance 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) each Unit Owner, and covering all claims for personal injury or property damage arising out of any occurrence on the Property, except that such policy will not cover liability of a Unit Owner arising from occurrences within his or her own Unit or within the Common Elements, if any, exclusive to such Unit. Such insurance shall also cover cross-liability claims of one insured against another. The Board shall review such limits once each year. Until the first meeting of the Board following the first annual meeting of Unit Owners, such liability insurance shall be in a single limit of \$1,000,000.00 covering all claims for personal injury or property damage arising out of one occurrence.

6.7-6 Any insurance maintained by the Board may provide for such deductible amounts as the Board determines.

6.7-7 Unit Owners shall not be prohibited from carrying other insurance for their own benefit; provided that all such policies contain waivers of subrogation, and further provided that the liability of the carriers issuing insurance obtained by the Board shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

#### 6.8 Repair or Reconstruction after Fire or Other Casualty.

6.8-1 Except as otherwise provided in 6.8-2, if the Building or any part thereof is damaged or destroyed by fire or other casualty, the Board will arrange for the prompt repair and restoration thereof (other than the space defined by the dimensions of the Units and any fixtures, furniture, furnishings or other personal property contained therein) 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 by appropriate progress payments. If the insurance proceeds are not sufficient to cover, or exceed, the cost of repairs and restoration, the deficit or surplus, as the case may be, will be shared entirely by all Unit Owners in proportion to their respective Common Interests. Any surplus payable to any Unit Owner pursuant to this subsection shall be lessened by such amounts as may be required to reduce unpaid liens (other than mortgages which are not Permitted Mortgages) on any such Unit in the order of priority of such liens.

6.8-2 If 75% or more of the Building is destroyed or substantially damaged and if 75% or more in number and Common Interest of all Unit Owners do not promptly resolve to proceed with the repair or restoration thereof, the Property will not be repaired and shall be subject to an action for partition instituted by any Unit Owner or lienor, as if owned in common. In such event, the net proceeds of sale, together with

the net proceeds of insurance policies, shall be divided among all Unit Owners in proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of his share of such funds such amounts as may be necessary to reduce all unpaid liens on his Unit (other than mortgages which are not Permitted Mortgages) in the order of the priority of such liens. As used in this subsection the words "promptly resolve" mean not more than 60 days from the date of such damage or destruction.

6.8-3 Any dispute between Unit Owners or between any Unit Owner and the Board arising under this Section 6.8 shall be determined by arbitration in accordance with Article 11 herein.

#### 6.9 Maintenance and Repairs.

6.9-1 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, (a) in or to any Unit (including any portion of the Common Elements included therein and maintained as a part of such Unit pursuant to 6.15-4, but excluding other Common Elements included therein) and the interior side of entrance doors thereto shall be made by the owner of such Unit at such Unit Owner's sole cost and expense and (b) in or to the Common Elements shall be made by the Board, and the cost and expense thereof shall be charged to the Unit Owners as a Common Expense.

6.9-2 Notwithstanding the provisions of 6.9-1, if any painting, decorating, maintenance, repairs or replacements to the Property or any part thereof is necessitated by the negligence, misuse or neglect of any Unit Owner, then the entire cost thereof shall be borne by such Unit Owner; if by the Board, then the entire cost thereof shall be charged to all Unit Owners as a Common Expense, except in all such cases to the extent such cost is covered by the proceeds of any insurance maintained pursuant to the provisions hereof.

6.9-3 Each Unit and all portions of the Common Elements shall be kept in first-class condition by the Unit Owner or the Board, whichever is responsible for the maintenance thereof as set forth herein, and such Unit Owner or the Board, as the case may be, shall promptly make or perform, or cause to be made or performed, all maintenance work, repairs and replacements necessary in connection therewith. The public areas of the Building and those other areas exposed to public view shall be kept in good appearance, in conformity with the dignity and character of the Building, by the Board, with respect to such parts of the Building required to be maintained by it, and by each Unit Owner, with respect to the windows, shades, venetian or other blinds, drapes, curtains or other window decorations in or appurtenant to his Unit.

6.9-4 If the Board elects to have the Unit Owners be responsible for the maintenance and operation of the Common Elements, then in the event of the failure of a Unit Owner to carry out such responsibilities, the Board or the other Unit Owner shall have the right to carry out such responsibilities and to charge the negligent Unit Owner with the reasonable cost of such services.

6.10 Violations of Maintenance Obligations. If any Unit Owner, after receipt of written notice from the Board, fails or neglects in any way to perform any of his or her obligations with respect to the painting, decorating, maintenance, repair or replacement of his or her Unit as provided in this Article or of any Common Element for which such Unit Owner is responsible under the Declaration or these By-Laws, the Board shall perform or cause to be performed such painting, decorating, maintenance, repairs or replacements, unless such Unit Owner, within five (5) days after receiving notice of such default by the Board, cures such default, or in the case of default not reasonably susceptible to cure within such period, commences and thereafter prosecutes to completion, with due diligence, the curing of such default, or in the case of default not reasonably susceptible to cure within such period, commences and thereafter prosecutes to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses incurred in connection with the making of any such painting, decorating, maintenance, repairs or replacements in such Unit Owner's Unit, together with interest thereon at the rate of 2% per month (but in no event in excess of the maximum rate permitted by law), shall be immediately payable by such Unit Owner to the Board and shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner.



6.11 Structural Alterations, Additions, Improvements and Repairs to Units.

6.11-1 Except as otherwise provided in the Declaration, any structural alteration or material non-structural alteration undertaken by the Sponsor or any Unit Owner shall be subject to the consent of the Board, which cannot be unreasonably withheld, provided that (i) such alteration is performed by a licensed contractor; (ii) prior to commencement of any work, the Unit Owner undertaking such alteration shall, at his expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and will carry or cause his contractors to carry such workmen's compensation, general liability, personal and property damage insurance as may be reasonably required by the other Unit Owner; and (iii) the Unit Owner requesting approval agrees in writing to comply with such reasonable conditions as may be imposed by the Board to insure that the construction does not interfere with the use, safety and security of the Building and its occupants. For purposes of this provision, a material non-structural alteration shall be any alteration, which, in the aggregate, exceeds \$5,000.00. The Board shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural alteration, addition, improvement or repair in or to such Unit Owner's Unit within sixty (60) days after such request is received, and the failure to do so within the stipulated time shall constitute the Board's consent to the proposed alteration, addition, improvement or repair. Prior to, and as a condition of, the granting of its consent to the making of a structural alteration, addition, improvement or repair in or to a Unit, the Board may, at its option, require the Unit Owner to execute an agreement in form and substance satisfactory to the Board setting forth the terms and conditions under which such alteration, addition, improvement or repair may be made, including, without limitation, the days and hours during which any work may be done.

6.11-2 All structural alterations, additions, improvements and repairs by Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction thereof. A Unit Owner making or causing to be made any structural alteration, addition, improvement or repair shall agree, and shall be deemed to have agreed, to hold the Board and all other Unit Owners harmless from any liability therefrom.

6.11-3 Any application to any department of the City of New York or to any other governmental authority having jurisdiction thereof for a permit to make a structural alteration, addition, improvement or repair in or to any Unit so approved by the Board shall 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 alteration, addition, improvement or repair or to any person having any claim for injury to person or damage to property arising therefrom.

6.11-4 The Sponsor or any Unit Owner undertaking alterations shall insure that (i) all workmen employed shall perform work only between the hours from 8:00 a.m. to 6:00 p.m. from Monday through Friday, and at such other time as may be agreed to by the other Unit Owner; (ii) all dirt and debris in the Common Elements caused by workmen is removed at the end of the work day; and (iii) workmen are instructed to keep the front door closed and locked, and best efforts are taken to insure that the workmen follow such instructions.

6.12 Alterations, Additions, Improvements or Repairs to Common Elements.

6.12-1 Except as otherwise provided in the Declaration or these By-Laws, all alterations, additions, improvements or repairs in or to any Common Elements shall be made either by the Board or Unit Owner required to maintain such Common Element, and the cost and expense thereof shall be charged either to all Unit Owners as a Common Expense or to the Unit Owners responsible therefor, as the case may be. Whenever, in the judgment of the Board, the cost of any such alteration, addition, improvement or repair would exceed \$5,000.00 in the aggregate in any calendar year, then such proposed alteration, addition, improvement or repair shall not be made unless first approved by a majority of the Unit Owners who shall be required to bear the cost and expense thereof as aforesaid and by the Mortgage Representatives (as hereinafter defined), if any. Except as otherwise provided in the Declaration or these By-Laws, all such alterations, additions or improvements costing in the aggregate \$5,000.00 or less in any calendar year may be made as aforesaid without the approval of the Unit Owners or said Mortgage Representatives.

6.12-2 Notwithstanding the provisions of 6.12-1, neither the Board nor a Unit Owner may discriminate against any Unit in determining whether or not to make



necessary alterations, additions, improvements or repairs to the Common Elements.

6.12-3 The Owner of Unit 2 may not use the roof over the extension off the second story rear of the Building without first installing, at his own expense, a protective surface over the areas of intended use to protect the roof. Such surface must be found to be adequate to protect the roof by an architect or engineer designated by the Owner of Unit 1 and paid for by the Owner of Unit 2.

#### 6.13 Expansion of Certain Common Elements.

6.13-1 If, pursuant to any of the provisions of these By-Laws, any consent by the Board or any Unit Owner is required as a condition precedent to any alteration, addition, improvement or repair to any Common Element (collectively sometimes referred to in this Section 6.13 as an "Expansion") proposed to be made by Sponsor or its designee or by the Board (collectively sometimes referred to herein as the "Proponent"), such consent shall not be unreasonably withheld or delayed by Sponsor or the Board (referred to in this Section 6.13 as the "Opposing Party") whose consent is so required. The Proponent shall give to the Opposing Party notice setting forth in reasonable detail the material aspects of such proposed Expansion. 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 Expansion. 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 30 day period and the Proponent considers such objection unreasonable, then the Proponent may submit to arbitration 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 may make the proposed Expansion. The Opposing Party shall be deemed to have unreasonably withheld its consent to such proposal if (a) the Proponent makes or causes to be made reasonable provisions for the costs and expenses of the Expansion to be paid by it, and stipulates that no costs and expenses for maintaining and repairing such Expansion after its completion will be charged to the Opposing Party; (b) the proposed Expansion would not unreasonably or unnecessarily interfere with the use and enjoyment of the Owners and Occupants of those Units affected by the Expansion; (c) the proposed Expansion would not materially weaken the structure of the Building; and (d) the proposed Expansion does not violate any governmental or other restrictions.

6.13-2 Nothing contained in 6.13-1 shall in any way be deemed to limit either (a) the Proponent's right to modify any proposal made by it thereunder in such a manner as the Proponent believes will meet the objections of the Opposing Party or of any arbitrator or (b) any other party's right, pursuant to the other applicable provisions of these By-Laws or the Declaration, to make any Expansion to a Common Element without the Opposing Party's approval.

#### 6.14 Restrictions on Use of Units.

6.14-1 In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

6.14-1.1 The Units shall be used as residences only. The Units may be owned by an individual or a trust, and may only be occupied by (i) the individual Unit Owner (or members of his or her family or guests), (ii) the fiduciary or beneficiary of such fiduciary (or members of his or her family or guests), as the case may be. Unless otherwise consented to by the Board, occupants of a leased Unit must be (i) an individual lessee (or members of his or her family or guests). "Members of his or her family" or words of similar import whenever used herein shall be deemed to mean spouse, parents, parents-in-law, brothers, sisters, children and grandchildren and nothing contained herein shall be deemed to prohibit the exclusive occupancy of Units by such family members or guests. Notwithstanding the foregoing, the Board may consent to occupancy of a Unit by persons other than those set forth above.

6.14-1.2 No portion of a Unit (other than the entire Unit) may be sold, conveyed, leased or subleased, and as otherwise provided in Article VIII.

#### 6.15 Use of Common Elements.

6.15-1 Subject to the provisions of 6.15-4, 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.

6.15-2 No furniture, packages or objects of any kind shall be placed in the lobbies, vestibules, public halls, stairways, public elevators or any other part of the Common Elements other than the areas designated as storage areas without the prior consent of the Board. The lobbies, vestibules, public halls, stairways and public elevators shall be used only for normal passage through them.

6.15-3 Unit Owners shall require their tradesmen to utilize exclusively the elevator and entrance designated by the Board for transporting packages, merchandise or other objects.

6.16 Other Provisions as to Use. No nuisance shall be allowed on the Property nor shall any use or practice be allowed that is a source of annoyance to its residents or occupants or that interferes with the peaceful possession or proper use of the Property by its residents or Occupants. No immoral, improper, offensive or unlawful use shall be made of the Property or any portion thereof and all valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof, relating to any portion of the Property, shall be complied with at the full expense of the respective Unit Owners or the Board, whoever shall have the obligation to maintain or repair such part of the Property.

#### 6.17 Right of Access.

6.17-1 Each Unit Owner shall grant a right of access to his or her Unit to the Board, the managing agent, manager, superintendent and/or any other person authorized by any of the foregoing for the purpose of making inspections of, or for the purpose of removing violations noted or issued by any governmental authority against the Common Elements or any other part of the Property, or for the purpose of curing defaults hereunder or under the Declaration or Rules and Regulations by such Unit Owner or of correcting any conditions originating in his or her Unit and threatening another Unit or all or any part of the Common Elements, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other portions of the Common Elements within his or her Unit or elsewhere in the Building, or for the purpose of reading, maintaining or replacing utility meters relating to the Common Elements, his or her Unit or any other Unit in the Building, or for the purpose of correcting any condition that violates the provisions of any Permitted Mortgage covering another Unit; provided that requests for such entry are made not fewer than one day in advance and that any such right shall be exercised in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. In case of an emergency (i.e., a condition requiring repairs or replacements immediately necessary for the preservation or safety of the Building or for the safety of Occupants of the Building, or other persons, or required to avoid the suspension of any necessary service in the Building), such right of entry shall be immediate, without advance notice, whether or not the Unit Owner is present.

6.17-2 A Unit Owner shall grant a right of access to his or her Unit, and the Board shall grant rights of access to the Common Elements, to Sponsor and its contractors, subcontractors, agents and employees, for the purposes of fulfilling Sponsor's obligations as set forth in the Offering Plan, provided that access thereto shall be exercised in such a manner as will not unreasonably interfere with the use of the Unit for its permitted purposes.

6.18 Rules and Regulations. Annexed hereto as Schedule A and made a part hereof are rules and regulations ("Rules and Regulations") concerning the use of the Units and Common Elements. The Board may from time to time modify, amend or add to such Rules and Regulations, except that a Majority of Unit Owners may overrule the Board with respect to any such modification, amendment or addition and that any such modification, amendment or addition shall not significantly interfere with the use of any Unit for its permitted purposes. Copies of any modifications, amendments or additions to the Rules and Regulations shall be furnished by the Board to each Unit Owner not fewer than 30 days prior to the effective date thereof.

6.19. Real Estate Taxes, Water Charges and Sewer Rents. Water for the Building shall be supplied by the City of New York. At present there is one separate water

meter for the Building. This expense shall be a Common Expense. Unless and until real estate taxes, water charges and sewer rents are billed directly to Unit Owners by the City Collector, the Board shall promptly pay such taxes, charges and rents as a Common Expense, and the Unit Owners shall be required to reimburse the Board, as a Common Charge, for their proportionate share of such taxes (charges and rents). In the event of a proposed sale of any Unit, the Board (so long as the Board is still paying such real estate taxes, water charges and sewer rents), at request of the selling Unit Owner, shall execute and deliver to the purchaser of such Unit or to such purchaser's title company, a letter agreeing to pay promptly all such taxes, charges and rents, which are a lien and payable, affecting such owner's Unit to the date of the closing of title to such Unit.

6.20 Heat. Heat for the Building shall be supplied by a main boiler located in the cellar. The cost of operation and maintenance thereof is a Common Expense.

6.21 Electricity. Electricity shall be supplied separately for each Unit through individual electric meters. The Board shall pay the Owner of Unit 1 for the cost of electricity used in the Common Elements charged to such Unit Owner by the local utility company based on the following: each month, the Board shall pay Unit Owner 1 the cost of 45 kilowatt hours of electricity paid by such Unit Owner based upon the *pro rata* kilowatt hour cost of 45 kilowatt hours reflected on the most recent electric bill for Unit 1. The Board, at its sole discretion, shall have the right to require that electricity used in the Common Elements be separately metered from the electricity supplied to Unit 1. In such event, each Unit Owner shall be required to pay the bills for electricity consumed or used in his or her Unit directly to the utility company, and the Board shall pay for the cost of electricity consumed in the Common Elements.

6.22 Gas. Gas for each Unit, including, but not limited to, gas for cooking, shall be supplied by the public utility company serving the area through a separate gas meter for each Unit. The Board shall pay for the costs of such usage. However, the Board, at its sole discretion, shall have the right to require that gas supplied to the Condominium for heat be separately metered from the gas used in Unit 1. In such event, each Unit Owner shall be required to pay the bills for gas consumed or used in his or her Unit directly to the utility company.

6.23 Utilities Serving the Common Elements. The cost and expense of water, electricity and gas serving or benefiting any Common Element shall be (a) deemed part of the expense of maintaining such Common Element, (b) determined by the Board and (c) charged to the Unit Owners as a Common Expense, subject to the other provisions of Article VI.

6.24. Abatement and Enjoinment of Violations by Unit Owners.

6.24-1 The violation of any of the Rules and Regulations or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board the right, in addition to such other rights set forth in these By-Laws, to (a) enter without being deemed guilty or liable in any manner of trespass any Unit or Common Element in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition resulting in such violation or breach, and (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach.

6.24-2 The violation or breach of any of the provisions of these By-Laws, any of the Rules and Regulations, or the Declaration with respect to any rights, easements, privileges or licenses granted to Sponsor or its designee shall give to Sponsor and its designee the right, in addition to any other rights set forth in these By-Laws or the Declaration, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach.

6.25 Vault Charges. All license fees and all periodic taxes and charges for vaults, if any, or other protrusions beyond the building line shall be paid by the Board and charged to the Unit Owners as a Common Expense.

6.26 Procedures for Review of Tax Assessments.

6.25-1 Prior to the time that New York City taxing authorities separately assess each Unit for real estate taxes, the Board may in its discretion, on behalf of all Unit Owners, seek review of real estate tax assessments on the Property before any appropriate governmental authority. The costs of doing so shall be paid by the Board

and charged to the Unit Owners as a Common Expense.

6.25-2 After each Unit is separately assessed for real estate tax purposes by New York City tax authorities, each Unit Owner desiring to do so may bring an action or proceeding seeking review of the tax assessment on his or her Unit. Upon receipt of written requests from two or more Unit Owners desiring to challenge real estate tax assessments on their respective Units, the Board shall bring any proceeding or action it deems necessary to challenge the tax assessments on the Units of only the requesting Unit Owners. The costs of any action taken by the Board shall be borne by the requesting Unit Owners.

## ARTICLE VII

### MORTGAGES

7.1 Notice to Board. A Unit Owner who mortgages his or her Unit or the holder of such mortgage shall notify the Board of the name and address of such mortgagee and shall file a conformed copy of the note and mortgage with the Board. A Unit Owner who satisfies a mortgage covering his or her Unit shall so notify the Board and shall file a conformed copy of the satisfaction of mortgage with the Board. The Board shall maintain such information in a book entitled "Mortgages of Units."

7.2 Notice of Default and Unpaid Common Charges. Whenever so requested in writing by a mortgagee, the Board shall promptly report to such mortgagee 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 or these By-Laws which may to the Board's knowledge then exist. The Board, when giving notice to a Unit Owner of any such default, shall, if requested, also send a copy of such notice to any mortgagee thereof.

7.3 Performance by Mortgagees. The Board shall accept payment of any sum or performance of any act by any mortgagee of a Unit Owner required to be paid or performed by such Unit Owner pursuant to the provisions of the Declaration, these By-Laws or the Rules and Regulations, with the same force and effect as though paid or performed by such Unit Owner.

7.4 Examination of Books. Each Unit Owner and mortgagee shall be permitted to examine the books of account of the Condominium during regular business hours, but not more than once a month.

#### 7.5 Representatives of Mortgagees.

7.5-1 In the manner more particularly set forth in 7.5-2, the holders of Institutional Mortgages (as hereinafter defined) may, at their election, designate one or more (but not more than three) representatives ("Mortgage Representatives") who shall be empowered to act on behalf of all holders of Institutional Mortgages with respect to any matter requiring their consent or approval under the Declaration or these By-Laws. If any Mortgage Representatives are so designated and notice thereof is given to the Board, the act of any such representative (or a majority of such representatives if more than one is so designated) shall be deemed binding upon the holders of all Institutional Mortgages. The term "Institutional Mortgage" means any first mortgage covering a Unit or Units (a) which is a mortgage and (b) the initial holder of which is (i) Sponsor or its designee, (ii) a savings bank, savings and loan association, bank or trust company, insurance company, real estate investment trust or mortgage trust, or (iii) a federal, state, municipal, teacher's or union employee, welfare, pension or retirement fund or system.

7.5-2 Any designation of a Mortgage Representative made by the holders of Institutional Mortgages constituting a majority in principal amount of all Institutional Mortgages shall be binding upon the holders of all Institutional Mortgages. Any such designation of any Mortgage Representative shall remain effective until (a) any subsequent designation thereof is made pursuant to the provisions hereof and (b) notice of such subsequent designation is given to the Board. Unless otherwise permitted by law, all mortgagees other than holders of an Institutional Mortgage shall have no right to participate in the selection of Mortgage Representatives, but shall be subject to all determinations made by such Mortgage Representatives pursuant to the Declaration or these By-Laws.

7.6 Consent of Mortgagees. Except as otherwise expressly provided for herein or in the Declaration, no consent or approval by any mortgagee shall be required with



respect to the determination or act of the Board or any Unit Owner; provided, however, that nothing contained herein shall be deemed to limit or affect the rights of any mortgagee against his mortgagor.

7.7 Limitations. No Unit Owner may mortgage his or her Unit security for a loan in excess of 80% of the purchase price of or appraised value of such Unit, whichever is higher.

## ARTICLE VIII

### SELLING, LEASING AND MORTGAGING OF UNITS

8.1 Restrictions. No Unit Owner, including the Sponsor or its designee, may lease or sell his Unit without complying with this Article VIII.

8.1-1 No Unit Owner may lease his Unit without first obtaining the prior written consent of the other Unit Owner, which consent may not be unreasonably withheld provided that the Unit Owner proposing to lease his Unit is able to meet his obligations and responsibilities with respect to maintenance and operation of the Property and complies with 8.1-2 and 8.1-3.

8.1-2 Any lease executed to lease a Unit shall be consistent with these By-Laws and shall provide that it may not be modified, amended, extended or assigned without the prior consent in writing of the Board; that the tenant shall not assign his or her interest in such lease or sublet the demised premises or any part thereof without the prior consent in writing of the Board and that the Board shall have power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of (i) a default by the tenant in the performance of his or her obligations under such lease or (ii) a foreclosure of the lien granted by Section 339-z of the Real Property Law of the State of New York. Except as hereinbefore set forth, the form of any such lease executed shall be the then current form of lease recommended by The Real Estate Board of New York, Inc., and shall contain such modifications as shall be approved in writing by the Board.

8.1-3 No Unit may be leased for a period of more than one year. Units may be leased only to natural persons. Any purported sale of a Unit or lease of a Unit in violation of this Article 8 shall be voidable at the election of the Board, and if the Board shall so elect, the Unit Owner shall be deemed to have authorized and empowered the Board to institute legal proceedings to evict the purported tenant (in case of an unauthorized leasing), in the name of the said Unit Owner as the purported landlord. Such Unit Owner shall reimburse the Board for all expenses, including attorneys' fees and disbursements, incurred in connection with such proceedings.

8.1-4 No Unit Owner may sell or transfer his Unit without first obtaining the prior written consent of the other Unit Owner, which consent may not be unreasonably withheld, provided the proposed transferee is a natural person who demonstrates that he intends to reside in the Unit personally and is able to meet his obligations in the management and maintenance of the condominium.

8.1-5 Notwithstanding any provision to the contrary in these By-Laws, Sponsor or its designee shall have the unlimited right to sell or to lease to the Lauren Pickett Trust and/or to Lauren Pickett all or any part without prior approval of the Board.

8.1-6 No Unit may be sold or leased to a corporation, trust, business entity or natural person purchasing for investment purposes only without intending to reside in the Unit unless the Owner of the other Unit gives his consent, which may be withheld for any reason whatsoever.

8.2 Sale. Any deed to a new Unit Owner shall be deemed to provide that the acceptance thereof by the grantee shall constitute an affirmative acceptance and assumption of the provisions of the Declaration, the Certificate of Incorporation of the Condominium Corporation, these By-Laws and the Rules and Regulations, as the same may be amended from time to time.

8.3 No Severance of Ownership. No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his or her Unit without including therein its appurtenant interests in the Common Elements, it being the intention to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests without including all such

interests shall be deemed and taken to include the interest or interests so omitted even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant interests in the Common Elements of any Unit may be sold, conveyed or otherwise disposed of, except as part of a sale, conveyance or other disposition of the Unit to which such interests are appurtenant or as part of a sale, conveyance or other disposition of such part of the appurtenant interests in the Common Elements of all Units.

8.4 Exceptions. The provisions of 8.1 shall not apply with respect to any lease, sale or conveyance of any Unit together with its appurtenant interests in the Common Elements by (a) the Unit Owner thereof to his spouse, adult children, parents, parents-in-law, adult sibling or to any one or more of them or to any related or controlled entity of the Unit Owner thereof, (b) Sponsor or its designee with respect to Unsold Units, (c) the Board, (d) any proper officer conducting the sale of a Unit in connection with the foreclosure of a mortgage or other lien covering such Unit or delivering a deed in lieu of such foreclosure, or (e) a mortgagee or his nominee, who has acquired title to any Unit at any foreclosure sale of his mortgage or by deed in lieu thereof delivered in a *bona fide* transaction; provided, however, that each succeeding Unit Owner shall be bound by, and his or her Unit subject to, the provisions of this Article 8.

8.5 Gifts and Devises, etc. Any Unit Owner shall be free to convey or transfer his or her Unit by gift, or may such Unit by will or have such Unit pass by intestacy, without restriction; provided, however, that each succeeding Unit Owner shall be bound by, and his or her Unit subject to, the provisions of this Article 8.

8.6 Waiver of Right of Partition with Respect to Units Acquired on Behalf of Unit Owners as Tenants-in-Common. If any Unit shall be acquired by the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, as tenants-in-common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such acquired Unit and the entire Property as herein provided.

8.7 Payment of Assessments. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate or lease his or her Unit unless and until all unpaid Common Charges theretofore assessed against such Unit are paid in full and until such Unit Owner shall have satisfied all unpaid liens against such Unit, other than Permitted Mortgages.

8.8 Mortgage of Units. Subject to Articles VII and VIII each Unit Owner shall have the right to mortgage his or her Unit without restriction; provided that any such mortgage covering a Unit shall be substantially in the form of the New York statutory form of mortgage, except for such changes or additions as may be required in order to permit a particular bank, trust company, insurance company, savings and loan association or other institutional or noninstitutional lender to make the mortgage loan, and provided that the Board is notified in writing of the making of such mortgage.

## ARTICLE IX

### CONDEMNATION

In the event of the taking by condemnation or eminent domain of all or any part of the Common Elements, the Board, subject to the provisions set forth below, will arrange for the prompt repair and restoration of such part of the Common Elements so taken which, pursuant to the provisions of these By-Laws, are required to be maintained by the Board. The award made for any such taking shall be payable to the Board; provided, however, that if any such award exceeds \$100,000.00, such award shall be payable to the Insurance Trustee, if any, and shall be disbursed to the contractors engaged in such repair and restoration, if any, in progress payments deemed appropriate in the sole discretion of the Board. 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 Common Elements pro-rata in accordance with their Common Interests. Notwithstanding any provisions contained herein to the contrary, if 75% or more in Common Interest of all Unit Owners do not duly and promptly resolve to proceed with such repair or restoration of the Common Elements, such repairs or restorations shall not be made and the net proceeds of any such award with respect thereto shall be divided among the Unit Owners in proportion to their respective Common Interests, after first paying out of the share of each Unit Owner the amount of any unpaid liens on such Units other than mortgages that are not



**Permitted Mortgages.** As used in the Article 9, the words "promptly resolve" shall mean not more than sixty (60) days from the date of such taking.

## ARTICLE X

### RECORDS AND AUDITS

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

**10.2 Audits.** Within 120 days after the end of each fiscal year, an annual report of receipts and expenditures prepared and certified by an independent public accountant shall be submitted by the Board to all Unit Owners and, if so requested, to any mortgagee. 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, the Rules and Regulations and the Floor Plans, as the same may be amended from time to time, shall be maintained at the office of the Board and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours.

## ARTICLE XI

### ARBITRATION

**11.1 General Procedure.** Any controversy or dispute between the Unit Owners concerning the Declaration, these By-Laws or any rule, regulation or assessment shall be settled by arbitration provided for in these By-Laws shall be conducted before one arbitrator in New York City 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. Notwithstanding the foregoing, any arbitration held pursuant to the Declaration or these By-Laws with respect to a dispute which arose prior to the first annual meeting of Unit Owners shall not be binding. If the American Arbitration Association shall not then be in existence and has no successor, any arbitration thereunder shall be conducted in New York City before one arbitrator appointed, on application of any party, by any Justice of the highest court of appellate jurisdiction located in the County of New York. The decision of the arbitrator so chosen shall be given within ten (10) days after his or her appointment. All expenses of arbitration hereunder, including the fees and expenses of counsel and experts, shall be Common Expenses. Any arbitrator appointed or selected in connection with any arbitration hereunder shall be a member of a law firm whose principal office is in the Borough of Manhattan and which has at least five members.

**11.2 Agreement by Parties.** The parties to any dispute required or permitted to be submitted to arbitration hereunder may, by mutual agreement between them, vary any of the provisions of section 11.1 with respect to the arbitration of such dispute, or may agree to resolve their dispute in any other manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as the "New York Simplified Procedure for Court Determination of Disputes".

## ARTICLE XII

### MISCELLANEOUS

**12.1 Interested Board Members.** No contract or other transaction between the Condominium and one or more of its Board members or between the Condominium and any corporation firm or association in which one or more of the Board members of the Condominium are directors or managers, or are financially interested, is void or voidable because such Board member(s) is/are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because his,

her or their votes are counted, if the circumstances specified in either of the following subparagraphs exist:

(a) the fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the minutes and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Board member or members; or

(b) the contract or transaction is just and reasonable as to the Condominium at the time it is authorized or approved.

Common or interested Board members may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies a contract or transaction.

12.2. Waiver. No provision contained in these By-Laws or the Rules and Regulations 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.

12.3. 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.

12.4. Certain References.

12.4-1 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.

12.4-2 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.

12.4-3 Unless otherwise stated, all references herein to articles, sections or other provisions are references to articles, sections or other provisions of these By-Laws.

12.5. Severability. Subject to the provisions of the Declaration, if any provision of these By-Laws is invalid or unenforceable as against any person or 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. If any provision of these By-Laws or the Rules and Regulations conflicts with the provisions of the Declaration, the provisions of the Declaration shall control.

12.6. Insurance Trustee. If the Board shall appoint an Insurance Trustee, the Insurance Trustee shall be a bank or trust company in the City of New York designated by the Board and having a capital surplus and undivided profits of \$50,000,000.00 or more. If the Insurance Trustee resigns or is replaced by the Board, the Board shall appoint a new Insurance Trustee which shall be a bank or trust company having an office located in the City of New York and having a capital surplus and undivided profits of \$50,000,000.00 or more. The Board shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a Common Expense.

12.7. Successors and Assigns. The rights and/or obligations of Sponsor as set forth herein shall inure to the benefit of and be binding upon any successor or assign of Sponsor or, with the consent of Sponsor, upon any transferee of all then Unsold Units.

12.8. Covenant of Further Assurances.

12.8-1 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 of a Unit, a member or officer of the Board or otherwise shall, at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for therein, and take such other action as such other party may reasonably request to effectuate the provisions of

these By-Laws or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

12.8-2 If any Unit Owner or other party subject to the terms of these By-Laws fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after request therefor, to take any action which such Unit Owner or other party is required to execute, acknowledge and deliver or to take pursuant to these By-Laws, then the Board is hereby authorized, as attorney-in-fact for such Unit Owner 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 or other party, and such document or action shall be binding on such Unit Owner or other party.

12.9 Conflicts. These By-Laws and the Rules and Regulations are intended to comply with the requirements of Article 9-B of the Real Property Law of the State of New York and all other applicable laws. In case any of these By-Laws or any provision of the Rules and Regulations shall conflict with the provisions of said statute, the Declaration or any other applicable law, the provisions of said statute, the Declaration or such other applicable law, as the case may be, shall control.

### ARTICLE XIII

#### AMENDMENTS TO BY-LAWS

13.1 Amendments by Unit Owners. Subject to the provisions contained herein or in the Declaration with respect to amendments affecting Sponsor or its designee or any Unsold Units, any provision of these By-Laws affecting the Common Elements, the Condominium or all Unit Owners may be amended, modified, augmented or deleted by affirmative vote of both Unit Owners; provided, however that the Common Interest appurtenant to each Unit as expressed in the Declaration shall not be altered without the written consent of all Unit Owners affected thereby. Subject to the provisions contained herein or in the Declaration with respect to amendments, modifications, additions or deletions affecting Sponsor or its designee or any Unsold Unit, 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, for the purpose of approving and executing any instrument effecting such amendment, modification, addition or deletion. Notwithstanding the foregoing and subject to the provisions contained herein or in the Declaration with respect to amendments affecting Sponsor or its designee or any Unsold Units, (i) no amendment, modification, addition or deletion pursuant to the provisions set forth above shall be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of the Mortgage Representatives, if any, and (ii) the provisions of section 6.14 may not be amended, modified, added to or deleted unless (in addition to the consent, if required, of the Mortgage Representatives, as set forth above) 80% in Common Interest of all Unit Owners affected thereby approve such amendment, modification, deletion or addition in the manner set forth above.

13.2. Amendments Affecting Sponsor or Unsold Units. Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition or deletion of or to these By-Laws, the Declaration or the Rules and Regulations shall be effective in any way against either (a) Sponsor or its designee or any Unsold Unit, unless Sponsor has given its prior written consent thereto, or (b) the holder of any present or future mortgage, pledge or other lien or security interest covering any Unsold Unit unless such holder has given its prior written consent thereto.

13.3. Amendments Affecting Permitted Mortgages. Notwithstanding any provision contained herein to the contrary, no modification, addition, amendment or deletion of or to Article 7, 6.2-1, 6.7, 8.7(d) or 8.4(e) shall be effective as against the holder of any mortgage theretofore made unless such holder has given its prior written consent thereto.

13.4. Amendments Affecting Use of Units. Notwithstanding any provision contained herein to the contrary, there shall be no amendment made nor any measure whatsoever taken which would render any Unit unsuitable for its designated use, or which would limit or modify the rights of Unit Owners, without the consent of such affected Unit Owners, to the use and enjoyment of their respective Units and the Common Elements, as provided by the Declaration and these By-Laws.

13.5 Amendments Affecting Election of Board Members. There shall be no

amendment eliminating the right of each of the Unit Owners to elect at least one member of the Board of Managers.

SCHEDULE A

RULES AND REGULATIONS OF CONDOMINIUM

1. The sidewalks, entrances, passages, public halls, vestibules, corridors and stairways of the Condominium shall not be obstructed or used for any purpose other than ingress to and egress from the Units.

2. No article shall be placed in any of the halls or on any of the staircase landings of the Condominium, nor shall any fire exit thereof be obstructed in any manner.

3. Neither occupants nor their guests shall play in the public halls, vestibules, stair or stairways.

4. Except as otherwise provided in the By-Laws, no public hall shall be decorated or furnished by any Unit Owner in any manner.

5. Each Unit Owner shall keep the Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

6. Refuse shall be placed in containers in such manner and at such times and places as the Board of Managers or its agent may direct.

7. No radio or television aerial shall be attached to or hung from the exterior of the Building and no sign, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the Building except such as are permitted pursuant to the Declaration or By-Laws and shall have been approved in writing by the Board or the managing agent; nor shall anything be projected from any window of the Building without similar approval.

8. No ventilator or air conditioning device shall be installed in any Unit, without the prior written approval of the Board, which approval may be granted or refused in the sole discretion of the Board.

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

10. No Unit Owner shall make or permit any disturbing noises or activity in the Building or do or permit anything to be done therein which will interfere with the rights, comforts or conveniences of other owners, tenants or occupants of the Building. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or permit to be operated a phonograph or a radio or television set or other loud speaker or shall practice or suffer to be practiced either vocal or instrumental music in a Unit between the hours of twelve o'clock midnight and the following nine o'clock A.M., if the same shall disturb or annoy other occupants of the Building.

11. No construction or repair work or other installation involving noise shall be conducted in any Unit except on weekdays (but not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency.

12. No bird, reptile or animal shall be permitted, kept or harbored in the Building unless the same in each instance be expressly permitted in writing by the Board or the managing agent and such consent, if given, shall be revocable by the Board or such managing agent in their sole discretion, at any time.

13. Water-closets and other water apparatus in the Units shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Unit shall be repaired and paid for by the owner of such Unit.

14. No occupant of the Building shall send any employee of the Board or of the

managing agent out of the Building on any private business.

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

16. Corridor doors shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

17. The Board of Managers or its designee shall have the right of access to any Unit for the purpose of making inspections, repairs, replacements or improvements, or to remedy certain conditions which would result in damage to other portions of the Building. In the event it finds vermin, insects or other pests, the Board of Managers or its designees may take such measures as it deems necessary to control or exterminate same. To facilitate compliance with this Regulation, the Board or the managing agent may retain a pass-key to each Unit. If any lock is altered or a new lock installed, the Board or the managing agent shall be provided with a key thereto immediately upon such alteration or installation. No entrances to a Unit shall be bound by a sliding bolt or other device which renders access by such keys difficult or impossible. If the Unit Owner is not personally present to open and permit an entry to his or her Unit 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 such Board, or such managing agent or manager, then such Board or such managing agent or manager or their agents (but, except in an Emergency, only when specifically authorized by an officer of such Board or an officer of the managing agent) may forcibly enter the Unit without liability for damages by reason thereof (if during such entry reasonable care is given to such Owner's property).

18. No vehicle belonging to a Unit Owner or to a member of the family or guest, tenant, agent or employee of a Unit Owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from the Building by another vehicle.

19. The Board or the managing agent may from time to time curtail or relocate any portion of the Common Elements devoted to storage or service purposes in the Building.

20. Complaints regarding the service of the Building shall be made in writing to the Board or to the managing agent.

21. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board.

22. No garbage cans, ice, milk bottles, mats or other articles shall be placed in the halls or on the staircase landings of the Units, nor shall anything be hung from the windows, or placed upon the window sills of any Unit. No linens, cloths, clothing, curtains, rugs or maps, may be shaken or hung from or on any of the windows or doors.

23. Except as permitted under the Declaration and By-Laws, Unit Owners, their families, guests, servants, employees, agents, visitors or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Building.

24. Unit Owners shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their Units or from The Limited Common Elements appurtenant to the Unit.

25. No Unit Owner or any of his or her agents, servants, employees, licensees or visitors shall at any time bring into or keep in his or her Unit or any other part of the Building any inflammable, combustible or explosive fluid, material, chemical or substance except for normal household use; provided any such use shall not make insurance on the building unobtainable or unenforceable. All such substances shall be kept in containers or other receptacles as directed by applicable Fire Department or other governmental authority.



26. If any key or keys are entrusted by a Unit Owner, by any member of such Owner's family or by his or her agent, servant, employee, licensee or visitor to an employee of the Board or of the managing agent, whether for such Unit Owner's Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Board nor the managing agent shall (except as provided in paragraph 17 above) be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

27. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of the Building or contents thereof applicable for residential use and other legal use without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements which will result in the cancellation of insurance on the Building or which would be in violation of any law. No waste shall be committed in the Common Elements.

28. Supplies, goods and packages of every kind are to be delivered in such manner as the Board of Managers or its agent may prescribe and the said Board is not responsible for the loss or damage of any such property, notwithstanding such loss or damage may occur through the negligence of employees or agent of the Board of Managers.

29. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed by any Unit Owner on any part of the outside of the Building, hung from windows or placed on window sills, without the prior written consent of the Board of Managers.

30. No "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising are permitted on any part of the Property. The right is reserved by the Declarant and the Board of Managers to place "For Sale", "For Rent" or "For Lease" signs on any unsold or unoccupied Units or on the building, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee, but in no event will any such sign be larger than one (1) foot by two (2) feet.

31. No blinds, shades or screens shall be attached to, hung or used on the exterior of any window or door of the demised premises, without the prior written consent of the Board of Managers.

32. No Unit Owner may use the rear and side yards, roof or balcony after 9:00 p.m.

33. A Unit Owner may apply to the Board of Managers for a temporary waiver of one or more of the foregoing rules. Such temporary waiver may be granted by a majority of the Board of Managers, for good cause shown, if, in the Board's judgment, such temporary waiver will not interfere with the purposes for which the condominium was formed.

34. These Rules and Regulations may be supplemented from time to time, repealed or modified by the vote of both members the Board of Managers. No such additional or modified Rule or Regulation shall take effect until communicated, in writing, to the Unit Owners. Any Rule or Regulation adopted by the Board of Managers can be repealed or otherwise superseded by a vote of a majority of the Unit Owners.

## The Declaration of

## 39 Pierrepont Condominium

## UNIT OWNER'S POWER OF ATTORNEY

All terms used in this Unit Owner's Power of Attorney that are used (a) in the Declaration establishing a plan for condominium ownership of the premises known both as 39 Pierrepont Condominium ("The Condominium") and by the street number 39 Pierrepont Street, Brooklyn, New York, under Article 9-B of the Real Property Law of the State of New York, dated \_\_\_\_\_, 19\_\_\_\_, in Reel\_\_\_\_, at page \_\_\_\_\_ (hereinafter referred to as "Declaration"), or (b) in the By-Laws of The Condominium (hereinafter referred to as the "By-Laws") attached to, and recorded together with, the Declaration, shall have the same meanings in this Unit Owner's Power of Attorney as in the Declaration or the By-Laws.

The undersigned \_\_\_\_\_, (having an office) (residing ) at \_\_\_\_\_, the owner of the Condominium Unit (hereinafter referred to the "Undersigned's Unit") known as Unit No. \_\_\_\_\_ in the Declaration and also designated at Tax Lot \_\_\_\_\_ in Block 235, Section 1 of the Borough of Brooklyn on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plan (does) (do) hereby irrevocably nominate, constitute and appoint the persons who may from time to time constitute the Condominium Board, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Condominium Board or in the name of their designee (corporate or otherwise), on behalf of all Unit Owners, in accordance with the Unit Owners' respective Common Interests, subject to the provisions of the By-Laws then in effect (a) to acquire any Unit, together with its Appurtenant Interests, whose owner elects to surrender the same pursuant to the terms of the By-Laws, (b) to acquire any Unit, together with its Appurtenant Interests, that becomes the subject of a foreclosure or other similar sale, on such terms and (with respect to any transfer pursuant to the terms of subdivision (b) of this paragraph) at such price or at such rental, as the case may be, as said attorneys-in-fact shall deem proper, and thereafter to convey, sell, lease, mortgage, or otherwise deal with (but not vote the interest appurtenant to) any such Unit so acquired by them, or to sublease any Unit so leased by them, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in said premises that the undersigned could do if the undersigned were personally present and (2) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Condominium that the Condominium Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution, or requirement of the Department of Buildings, the City Planning Commission, the Board of standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Condominium or (b) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the Condominium or the Common Elements, that the Condominium Board deems necessary or appropriate.

The acts of a majority of such persons constituting the Condominium Board shall constitute the acts of said attorneys-in-fact.

The undersigned hereby irrevocably nominates, constitutes and appoints the Estate of Florence Z. Arata, acting through one or both of its executrixes (hereinafter referred to as "Declarant") at attorney-in-fact for the undersigned, coupled with and interest, with power of substitution, to amend from time to time said Declaration, By-Laws and the Rules and Regulations of the said Condominium, or any of said documents, when such amendment (1) shall be required to reflect any changes in Unsold Units and/or the reapportionment of the Common Interests of the affected Unsold Units resulting therefrom made by Declarant or its designees in accordance with the Declaration or (2) shall be required by (a) an Institutional Lender designated by Declarant to make a mortgage loan secured by a mortgage on any Unit, (b) any governmental agency having regulatory jurisdiction over the Condominium, or (c) any title insurance company selected by Declarant to insure title to any Unit, provided, however, that any amendment made pursuant to the terms of subdivision (1) or (2) of this paragraph shall not (i) change the Common Interest of the Undersigned's Unit, (ii)

require a material, physical modification to the Undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an Institutional Lender covering the Undersigned's Unit unless the undersigned (in the even described in subdivision (i) or (ii) of this paragraph) shall consent thereto by joining in the execution of such amendment. The terms, covenants and conditions contained in, and the powers granted pursuant to, this paragraph shall remain in full force and effect until such time as the Declarant or its designees shall cease to own any of the Units in the 39 Pierrepont Condominium.

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

\_\_\_\_\_  
\_\_\_\_\_

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

REEL 2578 PAGE 135

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

\_\_\_\_\_  
Notary Public

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

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

\_\_\_\_\_  
Notary Public

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

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

\_\_\_\_\_  
Notary Public



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CONDOSUBMIT NO. 322

map #4881

REEL 2578 PAGE 136

BADEN, KRAMER, ET AL.

BROOKLYN, N.Y.

30 FEB -6 PM 1:00

ROBERT ABRAMS  
Attorney General

FREDERICK K. MEHLMAN  
Assistant Attorney General in Charge  
Real Estate Financing Bureau

STATE OF NEW YORK  
DEPARTMENT OF LAW  
120 BROADWAY  
NEW YORK, NY 10271  
(212) 361-2162

Estate of Florence Z. Arata  
c/o Baden, Kramer, et al.  
Attn: Marilyn Go, Esq.  
20 Broad Street  
New York, NY 10005

RE: 39 Pierrepont Street Condominium  
File Number: CD870201  
Date Amendment Filed: 02/02/90  
Receipt Number: 566412300

Amendment No: 3  
Filing Fee: \$ 150.00

Dear Sponsor:

The referenced amendment to the offering plan for the subject premises is hereby accepted and filed. This filing is effective for the greater of six months from the date of filing this amendment or twelve months from the acceptance of the original offering literature. However, any material change of fact or circumstance affecting the property or offering requires an immediate amendment.

Any misstatement or concealment of material fact in the material submitted as part of this amendment renders this filing void ab initio. This office has relied on the truth of the certifications of sponsor, sponsor's principals, and sponsor's experts, as well as the transmittal letter of sponsor's attorney.

Filing this amendment shall not be construed as approval of the contents or terms thereof by the Attorney General of the State of New York, or any waiver of or limitation on the Attorney General's authority to take enforcement action for violation of Article 23-A of the General Business Law or other applicable law. The issuance of this letter is conditioned upon the collection of all fees imposed by law. This letter is your receipt for the filing fee.

Very truly yours,

*Mariisa Piesman*  
MARISSA PIESMAN  
ASSISTANT ATTORNEY GENERAL

DECLARATION

Establishing a Plan for Condominium Ownership  
of Premises Known as

39 Pierrepont Street  
Brooklyn, New York

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

Name: 39 Pierrepont Condominium

Sponsor: June A. Pickett and Lauren L. Pickett as  
Co-Executrixes of the  
Estate of Florence Z. Arata  
c/o Baden Kramer Huffman & Brodsky, P.C.  
20 Broad Street  
New York, New York 10005

Prepared by: Baden Kramer Huffman & Brodsky, P.C.  
20 Broad Street  
New York, New York 10005

The land affected by the within instrument  
lies in Section 1, Block 235, Lot 3  
on the Tax Map of the borough of Brooklyn,  
County of Kings, City and State of New York

Date: May 11, 1990

032651

SO IN ORIGINAL

SO IN ORIGINAL

LOC. VER.  
BY ADDRESS

CH

Block 235 F/K/A  
N/A Lot 3001 + 1002

SO IN ORIGINAL

07-05-90 B-01 0-CONV 192058  
PAID 0-CONV \$94.00

RECORDED IN KINGS COUNTY



OFFICE OF THE CITY REGISTER  
1990 JUL -5 A 11:32  
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CITY REGISTER  
CITY REGISTER

## DECLARATION

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LOC. VER.  
BY ADDRESS

CH

Block 235 F/K/A  
N/A Lot 1001 + 1002

IN ORIGINAL

07-05-90

B-01 0-CONV  
PAID 0-CONV

RECORDED IN KINGS COUNTY



OFFICE OF THE CITY REGISTER  
1990 JUL -5 A 11: 32

Gary L.  
GARY L. CITY REGISTER  
CITY REGISTER