

BY-LAWS

of

THE GREENE AVENUE CONDOMINIUM

ARTICLE I

Purpose of Business

Section 1. Unit Ownership: The property located in the Borough, County of Kings, City and State of New York at 315, 317, 319, 321, 323 & 325 Greene Avenue, Brooklyn, New York (hereinafter called the "Property") has been submitted pursuant to the provisions of Article 9-B of the Real Property Law of the State of New York by the Declaration recorded in the Kings County office of the Register of the City of New York, simultaneously herewith. The Condominium thereby created shall hereinafter be known as THE GREENE AVENUE CONDOMINIUM.

Section 2. Applicability of By-Laws: The provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein shall include the land, the Buildings, and all other improvements thereon (including the Units, the Common Elements and the Limited Common Elements), owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Article 9-B of the Real Property Law of the State of New York. The Condominium Units are hereinafter sometimes referred to as "Unit" or "Units".

Section 3. Application: All present and future owners, mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to these By-laws, the Declaration and the Rules and Regulations attached hereto as Schedule A.

The acceptance of a deed or conveyance or the entering into of a lease for a Unit 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, as they may be amended from time to time, are accepted, ratified, and will be complied with.

Section 4. Office: The office of the Condominium and of the Board of Managers shall be located at the Property.

ARTICLE II

Meetings of Unit Owners

Section 1. Annual Meeting: The Annual Meeting of the Unit Owners of the Condominium for the election of the Board of Managers and for such other business as may properly come before such meeting, shall be held in the Borough of Brooklyn, City of New York, at such time and place, each year as may be designated by the Board. The notice of the meeting shall be in writing and signed by the President or a Vice President or the Secretary or an Assistant Secretary. Such notice shall state the time when and the place within the state where it is to be held, and the Secretary shall cause a copy thereof to be delivered personally or mailed to each Unit Owner of record of the Condominium entitled to vote at such meeting not less than ten (10) nor more than forty (40) days before the meeting. If mailed, it shall be directed to each such Unit Owner at his or her address as it appears in the records of the Condominium, unless he or she shall have filed with the Secretary of the Condominium a written request that notices intended for the him or her be mailed to some other address, in which case it shall be mailed to the address designated in such request.

Section 2. Special Meetings: Special meetings of Unit Owners, other than those the calling of which is regulated by statute, may be called at any time by the President or Secretary or by a majority of the Board of Managers. It shall also be the duty of the Secretary to call such meetings whenever requested in writing so to do by Unit Owners owning at least twenty-five per cent (25%) of the votes of the Condominium. The Secretary shall cause a notice of such Special Meeting stating the time, place and object thereof and the officer or other person or persons by whom the meeting is called, to be delivered personally or mailed as provided in Section 1 of this Article to each Unit Owner of record of the Condominium entitled to vote at such meeting not less than ten (10) nor more than forty (40) days before such meeting. No business other than that stated in such notice shall be transacted at such Special Meeting unless the holders of all the Units of the Condominium be present thereat in person or by proxy. Except that there shall be a meeting commenced within sixty days after the closing of the First Unit to be sold to elect a Board of Managers.

Section 3. Waiver of Notices: The notice provided for in the two foregoing sections is not indispensable, but any Unit Owners' meeting whatever shall be valid for all purposes if all the Unit Owners of the Condominium are represented thereat in person or by proxy, or if a quorum is present, as provided in the next succeeding section, and waiver of notice of the time, place and objects of such meeting shall be duly executed in writing either

before or after said meeting by such Unit Owners as are not so represented and were not given such notice.

Section 4. Quorum: At each meeting of Unit Owners, except where otherwise provided by law, Unit Owners representing, in person or by proxy, 51% of the votes of the Units shall constitute a quorum; in case a quorum shall not be present at any meeting, the holders of a majority of the Units represented may adjourn the meeting to some future time and place. Only those Unit Owners who, if present at the adjourned meeting, would have been entitled to vote thereat, shall be entitled to vote at any such adjourned meeting.

Section 5. Voting: At each meeting of Unit Owners, each Unit Owner present in person or by proxy shall be entitled to cast the votes appurtenant to his/her Unit at the time of service of notice of such meeting or at such prior date, not more than forty (40) days before such meeting, as may be prescribed by the Board of Managers as the date for determining which Unit Owners of record are entitled to notice of and to vote at such meeting. The proxies shall be in writing duly signed by the Unit Owner but need not be acknowledged or witnessed, and the person named as proxy by any Unit Owner need not himself be a Unit Owner of the Condominium. Voting by Unit Owners shall be viva voce unless any Unit Owner present at the meeting, in person or by proxy, demands a vote by written ballot, in which case the voting shall be by ballot, and each ballot shall state the name of the Unit Owner voting and the number of votes appurtenant to her/her Unit, and in addition, the names of the proxy of such ballot if cast by a proxy.

Section 6. Title to Units: Title to Units may be taken in the name of an individual or in the name of two (2) or more persons, as tenants in common or as joint tenants or as tenants by the entirety or in the name of a corporations or partnership, or in the name of a fiduciary or trust, estate, un-incorporated association, syndicate, joint venture, organization, government or any department or agency thereof, or any other entity. The term "Unit Owner" as used in these By-Laws shall include any person, group of persons, association or entity taking title as set forth in this Section.

Section 7. Number of Votes: Any or all of such Owners (including the Sponsor or Sponsor-designee, if the Sponsor or its designee shall then own one or more Units) shall be entitled to cast one vote for each .01% of interest in the Common Elements attributable to the Unit or Units owned by them on all matters put to the vote at all meetings of Unit Owners; except that, when voting for the election of members of the Board of Managers, each Unit Owner: (1) shall be entitled to one vote for each .01% of Common Interest attributable to his Unit per member to be elected. If Units are owned by more than one person as joint tenants,

tenants by the entirety, or as tenants in common or by a partnership, corporation or other entity, the persons owning said Unit shall agree among themselves and cast the votes for their Unit as a single vote. A fiduciary shall be the voting member with respect to any Unit in a fiduciary capacity. Any Unit or Units owned by the Board of Managers or its designee shall not be entitled to vote.

Section 8. Majority of Unit Owners: As used in these By-Laws the term "majority of Unit Owners" shall mean those Unit Owners having greater than 50% of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners, determined in accordance with the provisions of Section 7 of this Article II. Two thirds of Unit Owners shall mean those Unit Owners having greater than 66-2/3% of the total authorized vote of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners. A vote of a majority of Unit Owners shall be sufficient for any action of any meeting, except where otherwise provided herein or required by statute.

Section 9. Inspectors of Election: Inspectors of election shall not be required to be appointed at any meeting of Unit Owners unless requested by a Unit Owner present (in person or by proxy) and entitled to vote at such meeting and upon the making of such request inspectors shall be appointed or elected as provided in Section 610 of the Business Corporation Law.

ARTICLE III

OFFICERS

Section 1. Designation: The principal officers of the Condominium shall be the President, the Vice-President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Managers. The Board of Managers may appoint such other officers as in its judgment may be necessary. The President and Vice-President, but no other officers, need be members of the Board of Managers.

Section 2. Election of Officers: The officers of the Condominium shall be elected annually by the Board of Managers at the organization meeting of each new Board of Managers and shall hold office at the pleasure of the Board of Managers and until their successors are elected, their resignation or death.

Section 3. Removal of Officers: Upon the affirmative vote of a majority of the members of the Board of Managers, any officer may be removed, either with or without cause, and his successor may be

elected at any regular meeting of the Board of Managers, or at any special meeting of the Board of Managers called for such purpose.

Section 4. President: The President shall be the chief executive officer of the Condominium. He shall preside at all meetings of the Unit Owners and of the Board of Managers. He shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including but not limited to the power to appoint committees from among the Unit Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Condominium.

Section 5. Vice-President: The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Managers shall appoint some other member of the Board of Managers to 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 of Managers or by the President.

Section 6. Secretary: The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Board of Managers; he shall have charge of such books and papers as the Board of Managers may direct; and he 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.

Section 7. Treasurer: The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Managers, or the Managing Agent, in such depositories as may from time to time be designated by the Board of Managers, and he shall, in general, perform all the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 8. Compensation of Officers: No officer shall receive any salary or other compensation from the Condominium for acting as such or for services rendered in an official capacity.

Section 9. Liability of Officers: No officer shall be liable to the Unit Owners for any mistake of judgment, negligence, or

otherwise, except for willful misconduct or bad faith. The Unit Owners shall severally indemnify each officer against any liability or claims except those arising out of the bad faith or willful misconduct of an officer. It is intended that each officer shall have no personal liability with respect to any contract made by him on behalf of the Condominium. It is and shall be permissible for each officer who is appointed by the original Board of Managers (designees of the Sponsor), to contract with the Sponsor and affiliated corporations without fear of being charged with self-dealing. It is also intended that the liability of any Unit Owner arising out of any contract made by an officer or out of the aforesaid indemnity in favor of each officer shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the aggregate interest in the Common Elements of all the Unit Owners. Every agreement made by an officer on behalf of the Condominium shall provide that each officer is acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners, except for willful misconduct or bad faith), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the aggregate interest in the Common Elements of all Unit Owners.

ARTICLE IV

Managers

Section 1. Number: The number of Managers of the Corporation shall not be less than three (3) nor more than seven (7), as may from time to time be herein provided and, in the absence of such provision shall be three (3). Commencing with the first election of Managers by Unit Owners of the Condominium, and until changed by amendment of this By-Law provision, and hereinafter provided, the number of Managers shall be three (3). The number of Managers shall not be decreased to a number less than the number of Managers then in office except at any Annual Meeting of Unit Owners. However, during the period the Sponsor, its Successor Offeror(s) or Designees(s) continue to own 50% or more of the Condominium the number of Managers shall remain fixed at three (3).

Section 2. Powers and Duties: The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium, as agent of all Unit Owners. The Board shall further have the right to employ a manager or managing agent or both, and may delegate any or all of the powers conferred by this section to such managing agent. Persons employed in the operation of the property may be designated or removed by a majority vote of the Board of Managers, or without vote by the

managing agent or manager, if such a person is employed by the Board.

Section 3. Nomination and Election: The Managers shall be elected for a term of one year at the Annual Meeting of Unit Owners or at a Special Meeting called for that purpose as provided by law. Each Condominium Unit shall be entitled to cast one vote for each .01% of Common Interest in the Condominium appurtenant to the Unit, which may be cast all for one nominated Manager, or divided among any number of candidates. Their term of office shall be until their respective successors are elected and qualify.

Section 4. Quorum: A majority of the Managers then authorized by these By-Laws shall constitute a quorum.

Section 5. Vacancies: Vacancies in the Board of Managers resulting from death, resignation or otherwise may be filled without notice to any of the Unit Owners by a vote of a majority of the remaining Managers present at the meeting at which such election is held for that purpose promptly after the occurrence of any such vacancy even though no quorum is present. Each person so elected shall be a member of the Board of Managers until a successor shall be elected at the next annual meeting of Unit Owners to serve the remaining term. In the event of the failure to hold any election of Managers at the time designated for the annual election of Managers or in the event that the Board of Managers shall not have filled any such vacancy, a Special Meeting of Unit Owners shall be called to elect a new Board of Managers. Any vacancy created by amendment of these By-Laws shall be filled in the manner provided in the resolution adopting such amendment. In case of a reduction of the authorized number of Managers by amendment of these By-Laws, the Manager, if any, whose term of office shall cease, shall be determined in the manner provided in the resolution adopting such amendment.

Section 6. Meetings: The Board of Managers shall meet immediately after the Annual Meeting of Unit Owners without notice and also whenever called together by any Manager of the Condominium or upon the written request of any three Managers then holding office, upon notice given to each Manager, by delivering personally, mailing or telegraphing the same to him at least two days prior to such meeting at the last address furnished by him to the Condominium. Regular meetings may be held without notice at such times and places as the Board of Manager may determine. Any meeting of the Board at which all the Managers shall be present, or of which notice shall be duly waived by all absentees, either before or after the holding of such meeting, shall be valid for all purposes provided a quorum be present. Meetings of Managers may be held either at the principal office of the Condominium or elsewhere within the State of New York as provided in the notice calling the

meeting, unless the Board of Managers by resolution adopt some further limitation in regard thereto. At all meetings of the Board of Managers, each Manager shall be entitled to one vote. The vote of a majority of the Board of Managers present at the time of a vote of a duly constituted meeting shall be the act of the Board of Managers.

Section 7. Resignation and Removal: Any Manager may resign at any time by written notice delivered in person or sent by certified registered mail to the President or Secretary of the Condominium.

Such resignation shall take effect at the time specified therein, and unless specifically requested acceptance of such resignation shall not be necessary to make it effective. Any Manager may be removed from office at any time with or without cause upon the affirmative vote of the Unit Owners whose aggregate vote is at least 51% of the votes of the Condominium at a Unit Owners' meeting duly called for the purpose; provided, however, that the Manager(s) elected by the Holders of "Unsold Units" can be removed only for cause by a vote of a majority of the Unit Owners or without cause by the Holders of Unsold Units.

Section 8. Annual Cash Requirements: The Board of Managers shall, from time to time determine the cash requirements as defined in the Condominium's By-Laws, and fix the terms and manner of payment of Common Charges as more specifically set forth in Article VI. The Board of Manager shall have discretionary power to prescribe the manner of maintaining and operating the Building, to be paid as aforesaid by the Unit Owners. Every such determination by the Board of Managers shall be final and conclusive as to all Unit Owners and any expenditures made by the Condominium's officers or its agent under authority of, or with the approval of, the Board of Managers of the Condominium shall, as against the Unit Owners, be deemed necessarily and properly made for such purpose. Until the earlier of (i) the second anniversary of the First Closing or (ii) such time as the Holders of Unsold Units hold less than 50% of the outstanding votes of the Residential Units, the Board of Managers of the Condominium will not take any of the following actions unless Unit Owners owning at least 51% of the votes of Residential Units of the Condominium approve in writing or by vote, in person or by proxy, at a duly constituted meeting called for such purpose:

a) Increase the number or change the type of employees from that described in the NOTES TO SCHEDULE B of the offering plan;

b) Provide for new or additional services from indicated in the NOTES TO SCHEDULE B, unless the annual cost of such new or additional services, when added to the annual cost of all other services, being provided, is no greater than that provided in said notes;

c) Establish any reserve other than the Reserve and/or Working Capital Funds set forth in the Offering Plan.

However, notwithstanding anything contained herein to the contrary, the Sponsor, as Holder of Unsold Units, or other Holder(s) of Unsold Units, shall not veto the expenses set forth in SCHEDULE B of the Offering Plan, or expenditures required to comply with applicable laws or regulations.

Section 9. Rules and Regulations: The Board of Managers may from time to time adopt and amend such rules and regulations as it may deem necessary in respect to the Building of the Condominium for the health, safety and convenience of the Unit Owners. Copies thereof and of changes therein shall be furnished to each Unit Owner.

Section 10. Compensation: No Member of the Board of Managers shall receive any compensation from the Condominium for acting as such.

Section 11. Liability of the Board of Managers: The Members of the Board of Managers shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Board of Managers against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the members of the Board of Managers shall have no personal liability with respect to any contract made by them on behalf of the Condominium within the scope of their authority. It is understood and permissible for the original Board of Managers, who are designated by the Sponsor, to contract with the Sponsor and affiliated corporations without fear of being charged with self-dealing. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Managers shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all the Unit Owners in the Common Elements. Every agreement made by the Board of Managers, or the Managing Agent, or the Manager, on behalf of the Condominium shall provide that the members of the Board of Managers, or the Managing Agent, or the Manager as the case may be, are acting only as agent for the Unit Owners in the Common Elements. Every agreement made by the Board of Managers or by the Managing Agent or by the Manager on behalf of the Condominium shall provide that the members of the Board of Managers, or the Managing Agent, or the Manager, as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that

each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

ARTICLE V

NOTICES

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

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

ARTICLE VI

OPERATION OF THE PROPERTY

Section 1. Determination of Common Expenses and Fixing of Common Charges: The Board of Managers shall from time to time, and at least annually, prepare a budget for the operation of the Condominium, determine the amount of the Common Charges payable by the Unit Owners to meet the Common Expenses, and allocate and assess such Common Charges and Expenses among the Unit Owners in proportion to their respective Common Interests; except that such expenses may be specifically allocated and apportioned by the Board of Managers in a manner different from common interest to one (1) or more non-residential units; or in the case of either residential or non-residential units or any combination thereof, such expenses may be specially allocated and apportioned based on special or exclusive use or availability, or exclusive control, of particular units or common areas by particular unit owners. The Common Expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the provisions of these By-Laws and the fees and disbursements of the Insurance Trustee. The Common Expenses may also include such

amount as the Board of Managers may deem proper for the operation and maintenance of the Common Elements including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. The Common Expenses may also include such amounts as may be required for the purchase or lease of any Unit whose Owner has elected to sell or lease such Unit, or any Unit which is to be sold at a foreclosure or other judicial sale. The Board of Managers shall advise all Unit Owners promptly, in writing, of the amount of Common Charges and Expenses payable by each of them, respectively, as determined by the Board of Managers, as aforesaid, and shall furnish copies of each budget on which such Common Charges and Expenses are based, to all Unit Owners. Any dispute relating to the expenses to be borne by the Unit Owners shall be submitted to arbitration in accordance with these By-Laws.

The Sponsor or Sponsor-designee shall be responsible for the Common Charges assessed against a Unit owned by it from the date of the First Unit Closing until such Unit is sold to a bona fide purchaser.

Section 2. Insurance: The Board of Managers shall be required to obtain and maintain, to the extent obtainable, the following insurance: (1) fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the Buildings containing the Units (including all of the Units and the fixtures initially installed therein by the Sponsor or by prior construction and any other property usual to the servicing and general occupancy, but not including furniture, furnishings, or other personal property supplied or installed by Unit Owners) together with all service machinery and equipment contained therein and covering the interests of the Condominium, the Board of Managers and all Unit Owners and their mortgagees with certificates of insurance, as their interests may appear, in an amount to be determined by the Board of Managers. In the event this building includes a commercial unit, the Board of Managers shall annually obtain from the insurance broker a letter stating the extent to which the cost of insurance for the condominium, on account of the usage of the commercial unit, exceeds the cost which would otherwise have been obtained if no commercial unit were present; and this cost shall be borne by the commercial unit owner. A copy of the letter shall be delivered to the commercial unit owner within ten (10) days after receipt thereof, and the commercial unit owner shall be obligated the amount assessed therein with fifteen (15) days after receipt thereof.

Section 3. Payment of Common Charges: All Unit Owners shall be obligated to pay the Common Charges assessed by the Board of

Managers pursuant to the provisions of Section 1 of Article VI at such time or times as the Board of Managers shall determine.

No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against his Unit subsequent to a sale, transfer or other conveyance by him.

Section 4. Collection of Common Charges and Assessments: The Board of Managers shall assess Common Charges against Unit Owners from time to time at least annually and shall take prompt action to collect any Common Charge due from any Unit Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof. The Board of Managers shall also take prompt action to collect any assessment due from any Unit Owner which remains unpaid for more than thirty (30) days from the due date thereof.

Section 5. Default in Payment of Common Charges or Assessments: In the event of default by any Unit Owner in paying to the Board of Managers the Common Charges or any assessment as determined by the Board of Managers, such Unit Owners shall be obligated to pay interest at the highest legal rate on such Common Charges or assessments from the due date thereof, together with all expenses, including attorney's fees, incurred by the Board of Managers in any proceeding brought to collect such unpaid Common Charges or assessments. The Board of Managers shall have the right and duty to attempt to recover such Common Charges or assessments, together with interest thereon, and the expenses of the proceeding, including attorney's fees, in an action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit granted by Section 339-z of the Real Property Law of the State of New York, in the manner provided in Section 339-aa thereof. A Unit Owner defaulting in payment of Common Charges or assessments shall not be permitted to vote at any regular or special meeting of Unit Owners.

Section 6. Foreclosure of Liens for Unpaid Common Charges: In any action brought by the Board of Managers to foreclose a lien on a Unit because of unpaid Common Charges, the Unit Owner shall be required to a reasonable rental for the use of his Unit and the plaintiff in such foreclosure action shall be entitled the appointment of a receiver to collect the same. The Board of Managers, acting on behalf of all Unit Owners, shall have the power to purchase such Unit at foreclosure sale and to acquire, hold, lease, mortgage (but not to vote the votes appurtenant to), convey, or otherwise deal with same. A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing or waiving the lien securing the same. The proceeds from the sale of any Unit pursuant to this Section shall be used first to pay the unpaid Common Charges and/or assessments, plus reasonable attorney's fees and administrative costs and any other lawful liens

on the defaulting Unit. Amounts above this, if any, will be the property of the defaulting Unit Owner. If after the sale of Unit for the nonpayment of Common Charges and/or assessments, the sale does not recover the full amount due and owing, the Board of Managers has the right to assess all the Unit Owners as a Common Expense for the difference between the amount received by the Condominium from the sale of the Unit and the amount owed to the Condominium.

Section 7. Statement of Common Charges and Assessment: The Board of Managers shall promptly provide any Unit Owner so requesting the same in writing, with a written statement of all unpaid Common Charges due from such Unit Owner.

Section 8. Abatement and Enjoinment of Violations by Unit Owners: The violation of any rule or regulation adopted by the Board of Managers, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Managers the right, in addition to any other right set forth in these By-Laws; (a) upon reasonable notice to the Unit Owner, to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof (provided, however, that no prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Property of the Condominium or for the safety of residents of the Condominium or other persons or required to avoid the suspension of any necessary service to the Condominium); or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 9. Maintenance and Repairs:

a) All maintenance of and repairs to any Unit, ordinary or extraordinary, and to the doors (except painting exterior side of Unit entrance door), windows (except painting exterior side of windows), electrical (except Common Elements), plumbing (except Common Elements) and heating fixtures and air conditioning units within the Unit or belonging to the Unit Owner shall be at the Unit Owner's expense, excepting as otherwise specifically provided herein.

b) All maintenance, repairs and replacements to the General Common Elements as defined in the Declaration, and the painting and decorating of the exterior side of Unit entrance doors and windows shall be made by the Board of Managers as a Common Expense, excepting to the extent that the same are necessitated by the negligence, misuse or

neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner. Maintenance, repair and replacements in or to the Limited Common Elements as defined in the Declaration will be performed as per the Declaration.

Section 10. Restrictions on Use of Units: 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:

a) The Units shall be used for private residences only, except that a Unit Owner may use his Unit for any home occupation use permitted under applicable zoning law and ordinances, building code or other rules and regulations of governmental authorities having jurisdiction. Any Unit may also be used as a professional office by a resident thereof provided such professional use does not violate zoning regulations and provided further that the prior consent of the Board of Managers to such professional use is obtained.

Notwithstanding the foregoing, the Sponsor or Sponsor-Designee shall have the right, without charge, (i) to maintain general and sales offices in one or more Units or elsewhere on the Property, to use one or more Units as models and for other promotional purposes and to erect and maintain signs on the Property; (ii) to have its employees, contractors and sales agents present on the Property; (iii) to do all things necessary or appropriate, including the use of the Common Elements, to sell or lease Units and to complete construction of the Building and to comply with its obligations.

b) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.

c) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.

d) No unlawful use shall be made of the Property of any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated, by and at the sole expense of the Unit Owners, or the Board of Managers, whichever shall

have the obligation to maintain or repair such portion of the Property.

e) No portion of a Unit or other Limited Common Elements appurtenant thereto (other than the entire Unit including the Limited Common Elements appurtenant thereto), may be separately rented.

Section 11. Additions, Alterations or Improvements by Unit Owners:

No Unit Owner shall make any structural addition, alteration or improvement in or to his Unit, or which affects the exterior of the Building's Units, without prior written consent thereto of the Board of Managers. The Board of Managers shall have the obligation to answer in writing any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit, within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Managers to the proposed addition, alteration, or improvement. An application to any department of the City of New York or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Board of Managers only, without however, incurring any liability on the part of the Board of Managers or any of them to any contractor, subcontractor, or material man on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom.

In the event the Board of Managers grants its consent, either affirmatively or by its inaction, to any structural addition, alteration or improvement to be made by a Unit Owner, the consent shall provide that any such work shall be at the Unit Owner's sole cost and expense, that work shall be done in accordance with all governmental or quasi-governmental laws, rules, regulations, codes and ordinances, that all work shall be done by reputable contractors with adequate liability, property damage and worker's compensation insurances (certificates for which shall be delivered to the Board of Managers prior to the commencement of construction), that any additions, alterations or improvements, shall be maintained in their entirety by said Unit Owner who shall also be responsible for any repairs, including structural repairs, to such area in any event, and to the Unit and any Common Elements where such repairs become necessary due to additional stresses caused by the structural alteration, addition or improvement, or due to improper design or construction of the structural alteration, addition or improvement, and such approval shall further provide that the Unit Owner shall reimburse the Board of Managers any out-of-pocket expenses incurred by the Board of Managers in connection with the granting of such approval and in connection with any services provided to such alteration, addition

or improvement; such expenses may include, but shall not be limited to, any fees of an attorney and/or fees of an architect consulted in connection with any request by a Unit Owner for approval of such work.

The provisions of this Section 11 which requires the consent of the Board of Managers in connection with a structural addition, alteration or improvement shall not apply to Units owned by the Sponsor or its designee. All other provisions of this Section 11 shall apply to all Units.

Non-structural alterations and improvements to Units that do not affect the exterior of the Buildings may be made without the prior approval of the Board of Managers.

Section 12. Use of Common Elements and Facilities: A Unit Owner shall not place or cause to be placed in the lobby, public halls, stairways or other common areas or common facilities, any furniture, packages or objects of any kind. The public halls and stairways shall be used for no purpose other than for normal transit through them. The Sponsor and any Sponsor-Designee shall have the right to use of the Common Elements, without charge, for the purpose set forth in Section II of this Article VI.

Section 13. Right of Access: A Unit Owner shall grant a right of access to his Unit, to the Manager and/or any other person authorized by the Board of Managers, the Manager or the Managing Agent, for the purpose of making inspections or for the purpose of correcting any condition originating in his Unit and threatening another Unit or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in his Unit or elsewhere in the Building in which the Unit is located, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. In the event of the exercise of the right of access provided in this Section 13, any costs for repairs shall be borne in accordance with the provisions of Section 10 of this Article VI. Each Unit Owner will be required to give a copy of his/her keys to his/her Unit to the President of the Board of Managers who shall designate an authorized person or persons to keep the keys and use them in case of an emergency.

Section 14. Rules of Conduct: Rules and Regulations concerning the use of the Units and the Common Elements may be promulgated and amended by the Board of Managers. A majority vote of Unit Owners at a meeting may overrule the Board. Copies of such rules and regulations shall be furnished by the Board of Managers to each Unit Owner prior to the time when the same shall become effective.

Initial rules and regulations, which shall be effective until amended by the Board of Managers are annexed hereto and made a part hereof as Schedule A.

Section 15. Water Charges and Sewer Rents: Water shall be supplied to all of the Units and the Common Elements through one or more building meters or pursuant to a frontage charge and, the Board of Managers shall pay, as a Common Expense except for the Commercial Unit which shall be separately metered and billed, all charges for water consumed on the Property and in the Units, together with all related sewer rents arising therefrom, promptly after the bills for the same shall have been rendered. In the event of a proposed sale of a Unit by the Owner thereof, the Board of Managers, on request of the selling Unit Owner, shall execute and deliver to the purchaser of such Unit or to the purchaser's title insurance company, a letter agreeing to pay all charges for water and sewer rents affecting the Property as of the date of closing of title to such Unit promptly after such charges shall have been billed. The Commercial Unit or Units shall be entitled to a credit against common charges for the portion of such common charges allocable to water/sewer charges for residential Units.

ARTICLE VII

Mortgages

Section 1. Notice to Board of Managers: A Unit Owner who mortgages his Unit shall notify the Board of Managers of the name and address of his mortgagee and shall file a confirmed copy of the note and mortgage with the Board of Managers; the Board of Managers shall maintain such information in a book entitled "Mortgages of Units".

Section 2. Notice of Unpaid Common Charges: The Board of Managers, when so requested in writing by a mortgagee of a Unit, shall promptly notify any mortgagee of a Unit, of such Unit Owner's default, including non-payment of Common Charges, in the obligations of such Unit Owner under the Declaration, By-Laws, Rules and Regulations, as the same are amended from time to time, or in any order of the Board of Managers issued with respect thereto.

Section 3. Notice of Default: The Board of Managers, when giving notice to a Unit Owner of a default in paying Common Charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has heretofore been furnished to the Board of Managers.

Section 4. Examination of Books: Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium at reasonable times, on business days.

ARTICLE VIII

Condemnation and Termination

Section 1. Condemnation: In the event of a taking in condemnation or by eminent domain of part or all of the Common Elements, the award made for such taking shall be payable to the Board of Managers, if such award amounts to \$50,000.00 or less, and to the Insurance Trustee if such award amounts to more than \$50,000.00. If seventy-five (75%) percent or more of the Unit Owners duly and promptly approve the repair and restoration of such Common Elements, the Board of Managers or the Insurance Trustee, as the case may be, shall arrange for the repair and restoration of such Common Elements, and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that seventy-five (75%) percent or more of the Unit Owners do not duly and promptly approve the repair and restoration of such Common Element, the Board of Managers shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Section 3 of Article VI of these By-Laws. As used in this Section, the words "promptly approve" shall mean not more than sixty (60) days from the date of such taking.

Section 2. Termination: The Condominium may be terminated by the casualty loss, condemnation or eminent domain, in accordance with the provisions of the By-Laws, or by withdrawing the Property from the provisions of the New York Condominium Act if authorized by an affirmative vote of Unit Owners who own not less than eighty (80%) percent in number and in Common Interest of the Units. Sponsor or its designees will not vote its interests appurtenant to any Unsold Units for such withdrawal unless at least eighty (80%) percent in number and in Common Interest of all other Unit Owners have elected for such withdrawal, in which event the Sponsor may choose to vote in favor of or against such withdrawal. 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 the Unit Owners in proportion to their respective Common Interests. However, no payment shall be made to a Unit Owner until all liens to which his/her Unit are subject are paid off.

ARTICLE IX

Arbitration

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

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

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

Section 4. Cost and Expenses: (a) The fees, costs and expenses of the arbitrator shall be borne by the losing party in the arbitration or, if the position of neither party to the dispute shall be substantially upheld by the arbitrator, such fees, costs and expenses shall be borne equally by the disputants. Each disputant shall also bear the fees and expenses of his counsel and expert witnesses.

All costs and expenses paid or incurred by Condominium board in connection with any arbitration held hereunder, including, without limitation, the fees and expenses of counsel and expert witnesses, shall constitute Common Expenses.

ARTICLE X

Conflicts

Section 1. Conflicts: These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Law of the State of New York. In case any of these By-Laws conflict with the provisions of said statute or of the Declaration, the provisions of said statute or of the Declaration, as the case may be, shall control.

ARTICLE XI

Amendments to the By-Laws

Section 1. Amendment to By-Laws: These By-Laws may be modified or amended by the vote of two-thirds (as that number is defined in these ByLaws) in Common Interests of all Unit Owners at a meeting of Unit Owners duly held for such purpose.

For as long as there are of one or more Unsold Units, these By-Laws, including the Rules and Regulations of the Condominium attached hereto, may not be altered, amended, repealed or added to without the consent of the Holder(s) of Unsold Residential Units and the Sponsor.

ARTICLE XII

Miscellaneous

Section 1. Invalidity: The invalidity of any part of the By-Laws shall not impair or affect in any manner the valid enforceability or effect of the balance of these By-Laws.

Section 2. Captions: The captions herein are inserted only by matter of convenience and or reference, and in no way define, limit, or describe the scope of these By-Laws, or the intent of any provision therein.

Section 3. Gender: The use of the masculine gender in the By-Laws shall be deemed to include the feminine gender and the use of singular shall be deemed to include the plural, whenever the context requires.

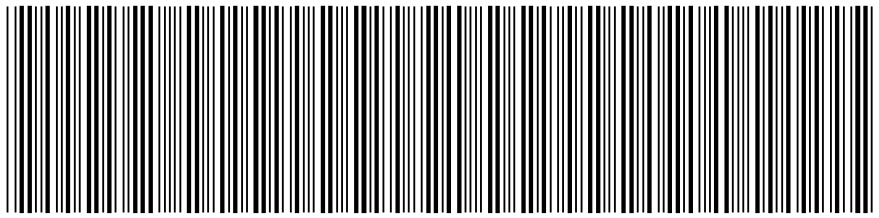
Section 4. Waiver: No restriction, condition, obligation or provision contained in these By-Laws, shall be deemed to have

abrogated or waived by reason of any failure to enforce the same, respective of the number of violations or breaches thereof which may occur.

Section 5. Insurance Trustee: The Insurance Trustee selected, shall be a bank, trust company or savings and loan association in the State of New York, designated by the Board of Managers (with approval of the holders of five (5) or more Unit first mortgages). In the event the Insurance Trustee shall resign, the new insurance Trustee shall also be a bank, trust company, or savings and loan association in the State of New York, designated by the Board of Managers (with the approval of the holders of five (5) or more Unit first mortgagees). The Board of Managers shall pay fees and disbursements of any Insurance Trustee, and such fees or disbursements shall constitute a Common Expense of the Condominium.

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OFFICE OF THE CITY REGISTER**

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RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 9

Document ID: 2013040800876001 Document Date: 04-02-2013 Preparation Date: 04-15-2013
Document Type: AMENDED CONDO DECLARATION
Document Page Count: 4

PRESENTER:
CONTINENTAL ABSTRACT CORP.-P/U DENNISE ANTEQUERRA
1 OLD COUNTRY ROAD - SUITE 467
27K2023
CARLE PLACE, NY 11514
516-248-1180

RETURN TO:
ANDREW FREEDLAND
ROSEN LIVINGSTON & CHOLST LLP
275 ADISON AVENUE, SUITE 500
NEW YORK, NY 10016

PROPERTY DATA

| Borough | Block | Lot | Unit | Address |
|----------|-------|------|---------------|-------------------|
| BROOKLYN | 1953 | 1001 | Entire Lot 1A | 315 GREENE AVENUE |

Property Type: SINGLE RESIDENTIAL CONDO UNIT

| Borough | Block | Lot | Unit | Address |
|----------|-------|------|---------------|-------------------|
| BROOKLYN | 1953 | 1002 | Entire Lot 1B | 315 GREENE AVENUE |

Property Type: SINGLE RESIDENTIAL CONDO UNIT

x Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN: 2011000002060

PARTIES

PARTY ONE:
THE GREENE AVENUE CONDOMINIUM
315 GREENE AVENUE
BROOKLYN, NY 99999

FEES AND TAXES

| | | | | |
|-------------------------------|----|--------|---------------------------------|---------|
| Mortgage | | | Filing Fee: | |
| Mortgage Amount: | \$ | 0.00 | | \$ 0.00 |
| Taxable Mortgage Amount: | \$ | 0.00 | NYC Real Property Transfer Tax: | |
| Exemption: | | | | \$ 0.00 |
| TAXES: County (Basic): | \$ | 0.00 | NYS Real Estate Transfer Tax: | |
| City (Additional): | \$ | 0.00 | | \$ 0.00 |
| Spec (Additional): | \$ | 0.00 | | |
| TASF: | \$ | 0.00 | | |
| MTA: | \$ | 0.00 | | |
| NYCTA: | \$ | 0.00 | | |
| Additional MRT: | \$ | 0.00 | | |
| TOTAL: | \$ | 0.00 | | |
| Recording Fee: | \$ | 198.00 | | |
| Affidavit Fee: | \$ | 0.00 | | |

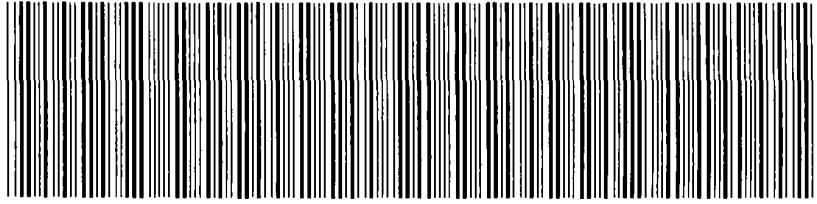
**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK**



Recorded/Filed 04-16-2013 12:43
City Register File No.(CRFN):
2013000150336

Annette McHill

City Register Official Signature



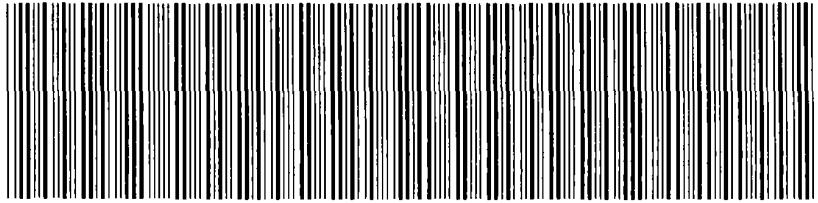
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RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 9

Document ID: 2013040800876001 Document Date: 04-02-2013 Preparation Date: 04-15-2013
Document Type: AMENDED CONDO DECLARATION

PROPERTY DATA

| Borough | Block | Lot | Unit | Address |
|--|-------|------|---------------|-------------------|
| BROOKLYN | 1953 | 1003 | Entire Lot 2A | 315 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | |
| BROOKLYN | 1953 | 1004 | Entire Lot 2B | 315 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | |
| BROOKLYN | 1953 | 1005 | Entire Lot 3A | 315 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT Subterranean Rights | | | | |
| BROOKLYN | 1953 | 1006 | Entire Lot 3B | 315 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | |
| BROOKLYN | 1953 | 1007 | Entire Lot 4A | 315 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | |
| BROOKLYN | 1953 | 1008 | Entire Lot 4B | 315 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | |
| BROOKLYN | 1953 | 1009 | Entire Lot 1A | 317 GREENE AVENUE |
| Property Type: MULTIPLE RESIDENTIAL CONDO UNT | | | | |
| BROOKLYN | 1953 | 1010 | Entire Lot 1B | 317 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | |
| BROOKLYN | 1953 | 1011 | Entire Lot 2A | 317 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | |
| BROOKLYN | 1953 | 1012 | Entire Lot 2B | 317 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | |
| BROOKLYN | 1953 | 1013 | Entire Lot 3A | 317 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | |
| BROOKLYN | 1953 | 1014 | Entire Lot 3B | 317 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | |
| BROOKLYN | 1953 | 1015 | Entire Lot 4A | 317 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | |
| BROOKLYN | 1953 | 1016 | Entire Lot 4B | 317 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | |



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RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 3 OF 9

Document ID: 2013040800876001

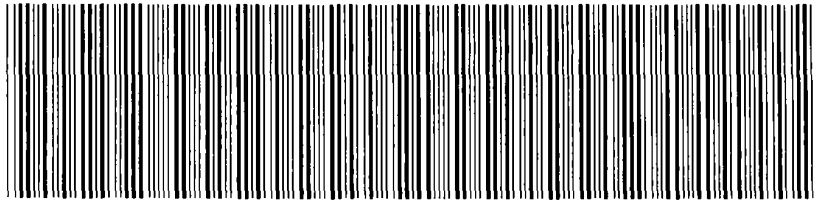
Document Date: 04-02-2013

Preparation Date: 04-15-2013

Document Type: AMENDED CONDO DECLARATION

PROPERTY DATA

| Borough | Block | Lot | Unit | Address |
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| BROOKLYN | 1953 | 1017 | Entire Lot 1A | 319 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | |
| BROOKLYN | 1953 | 1018 | Entire Lot 1B | 319 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | |
| BROOKLYN | 1953 | 1019 | Entire Lot 2A | 319 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | |
| BROOKLYN | 1953 | 1020 | Entire Lot 2B | 319 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | |
| BROOKLYN | 1953 | 1021 | Entire Lot 3A | 319 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | |
| BROOKLYN | 1953 | 1022 | Entire Lot 3B | 319 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | |
| BROOKLYN | 1953 | 1023 | Entire Lot 4A | 319 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | |
| BROOKLYN | 1953 | 1024 | Entire Lot 4B | 319 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | |
| BROOKLYN | 1953 | 1025 | Entire Lot 1A | 321 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | |
| BROOKLYN | 1953 | 1026 | Entire Lot 1B | 321 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | |
| BROOKLYN | 1953 | 1027 | Entire Lot 2A | 321 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | |
| BROOKLYN | 1953 | 1028 | Entire Lot 2B | 321 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | |
| BROOKLYN | 1953 | 1029 | Entire Lot 3A | 321 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | |
| BROOKLYN | 1953 | 1030 | Entire Lot 3B | 321 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | |



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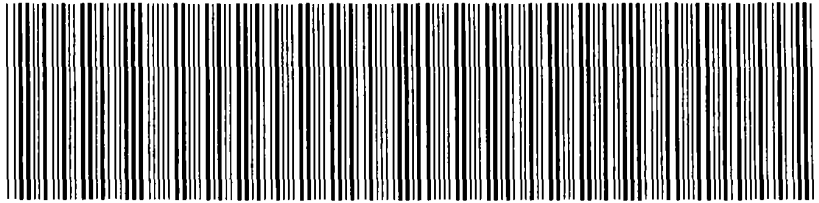
RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 4 OF 9

Document ID: 2013040800876001 Document Date: 04-02-2013 Preparation Date: 04-15-2013
Document Type: AMENDED CONDO DECLARATION

PROPERTY DATA

| Borough | Block | Lot | Entire Lot | Unit | Address |
|---|--------------|------------|-------------------|-------------|-------------------|
| BROOKLYN | 1953 | 1031 | Entire Lot | 4A | 321 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | | |
| BROOKLYN | 1953 | 1032 | Entire Lot | 4B | 321 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | | |
| BROOKLYN | 1953 | 1033 | Entire Lot | 1A | 323 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | | |
| BROOKLYN | 1953 | 1034 | Entire Lot | 1B | 323 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | | |
| BROOKLYN | 1953 | 1035 | Entire Lot | 2A | 323 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | | |
| BROOKLYN | 1953 | 1036 | Entire Lot | 2B | 323 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | | |
| BROOKLYN | 1953 | 1037 | Entire Lot | 3A | 323 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | | |
| BROOKLYN | 1953 | 1038 | Entire Lot | 3B | 323 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | | |
| BROOKLYN | 1953 | 1039 | Entire Lot | 4A | 323 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | | |
| BROOKLYN | 1953 | 1040 | Entire Lot | 4B | 323 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | | |
| BROOKLYN | 1953 | 1041 | Entire Lot | 1A | 325 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | | |
| BROOKLYN | 1953 | 1042 | Entire Lot | 1B | 325 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | | |
| BROOKLYN | 1953 | 1043 | Entire Lot | 2A | 325 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | | |
| BROOKLYN | 1953 | 1044 | Entire Lot | 2B | 325 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | | |

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RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 5 OF 9

Document ID: 2013040800876001 Document Date: 04-02-2013 Preparation Date: 04-15-2013
Document Type: AMENDED CONDO DECLARATION

PROPERTY DATA

| Borough | Block | Lot | Unit | Address |
|---|--------------|------------|---------------|-------------------|
| BROOKLYN | 1953 | 1045 | Entire Lot 3A | 325 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | |
| Borough | Block | Lot | Unit | Address |
| BROOKLYN | 1953 | 1046 | Entire Lot 3B | 325 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | |
| Borough | Block | Lot | Unit | Address |
| BROOKLYN | 1953 | 1047 | Entire Lot 4A | 325 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | |
| Borough | Block | Lot | Unit | Address |
| BROOKLYN | 1953 | 1048 | Entire Lot 4B | 325 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | |

AMENDMENT TO
BY-LAWS OF
THE GREENE AVENUE CONDOMINIUM

Kings County, Block 1953, Lots *1001 - 1048*
On the Tax Map of the Borough of Brooklyn
City of New York

Record and Return to:

Andrew B. Freedland, Esq.
Rosen Livingston & Cholst LLP
275 Madison Avenue, Suite 500
New York, New York 10016
(212) 687-7770

**AMENDMENT TO THE GREENE AVENUE CONDOMINIUM BY-LAWS
TO AMEND THE NUMBER OF MANAGERS**

The By-Laws of The Greene Avenue Condominium, the Declaration of which is dated December 14, 2010 and recorded on January 4, 2011 in the Kings County Office of the Register of the City of New York in Block 1953, Lots 59 through 64 and 1001 through 1048 are hereby amended as set forth below:

RESOLVED, that Article IV, Section 1 of the By-laws of The Greene Avenue Condominium shall be deleted and replaced with the following:

Section 1. Number: The number of Managers of the Condominium shall not be less than three (3) nor more than seven (7), as may from time to time be determined as herein provided. Commencing with the first election of Managers immediately following the adoption of this amendment, the number of Managers shall be five (5), until changed by a vote of the Unit Owners at any annual or special meeting of Unit Owners.

SECRETARY'S CERTIFICATION

I, Jen Neal, Secretary of The Greene Avenue Condominium, hereby certify that the foregoing Amendment to the Condominium By-Laws was duly ratified at a duly constituted meeting of the Unit Owners held at 138 South Oxford Street, Brooklyn, New York at 7:00 p.m. on March 21, 2013, having received the approval of owners of 41 units representing 84.00% of the common interest of the Condominium.

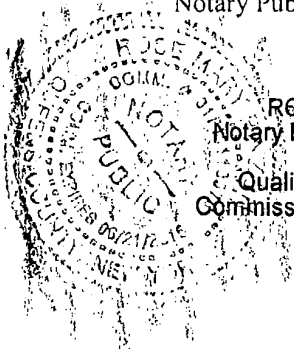
In witness whereof, I have signed and acknowledged this Certificate this 2 day of April, 2013.

Jen Neal
Jen Neal, Secretary

Sworn to before me this 2nd day of April, 2013

Rose Mary Pincion
Notary Public

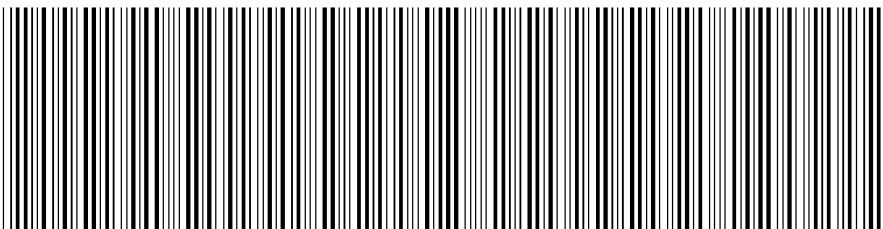
SEAL



ROSE MARY PINCION
Notary Public, State of New York
No. 01PI6110576
Qualified in Queens County
Commission Expires June 21, 2014

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

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PAGE 1 OF 9

Document ID: 2016081900843001 Document Date: 08-09-2016 Preparation Date: 08-19-2016
Document Type: AMENDED CONDO DECLARATION
Document Page Count: 4

PRESENTER:
CONTINENTAL ABSTRACT LLC P/U DENNISE ANTEQUERA
900 STEWART AVENUE, SUITE 130
27K2303
GARDEN CITY, NY 11530
516-248-1180

RETURN TO:
ANDREW B FREEDLAND, ESQ
ANDERSON KILL PC
1251 AVENUE OF THE AMERICAS, 42ND FLOOR
NEW YORK, NY 10020

| PROPERTY DATA | | | | | |
|---|-------|------|---------------|-------------------|--|
| Borough | Block | Lot | Unit | Address | |
| BROOKLYN | 1953 | 1001 | Entire Lot 1A | 315 GREENE AVENUE | |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | | |

| Borough | Block | Lot | Unit | Address | |
|---|-------|------|---------------|-------------------|--|
| BROOKLYN | 1953 | 1002 | Entire Lot 1B | 315 GREENE AVENUE | |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | | |

Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN: 2011000002060

PARTIES

PARTY ONE:
THE GREENE AVENUE CONDOMINIUM
315 GREENE AVENUE
BROOKLYN, NY 99999

FEES AND TAXES

| Mortgage : | | | Filing Fee: | |
|--------------------------|----|--------|---------------------------------|---------|
| Mortgage Amount: | \$ | 0.00 | \$ | 0.00 |
| Taxable Mortgage Amount: | \$ | 0.00 | NYC Real Property Transfer Tax: | \$ 0.00 |
| Exemption: | | | | \$ 0.00 |
| TAXES: County (Basic): | \$ | 0.00 | NYS Real Estate Transfer Tax: | \$ 0.00 |
| City (Additional): | \$ | 0.00 | | |
| Spec (Additional): | \$ | 0.00 | | |
| TASF: | \$ | 0.00 | | |
| MTA: | \$ | 0.00 | | |
| NYCTA: | \$ | 0.00 | | |
| Additional MRT: | \$ | 0.00 | | |
| TOTAL: | \$ | 0.00 | | |
| Recording Fee: | \$ | 197.00 | | |
| Affidavit Fee: | \$ | 0.00 | | |

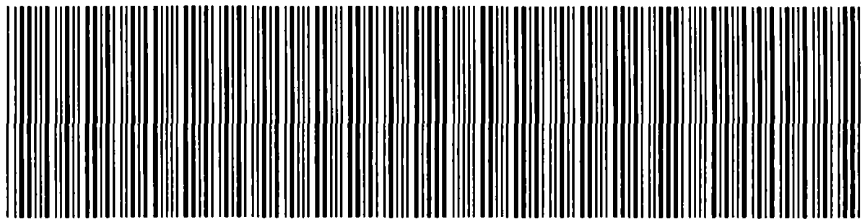
**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

CITY OF NEW YORK
Recorded/Filed 08-30-2016 12:10
City Register File No.(CRFN):
2016000299514



Annette McHill

City Register Official Signature



2016081900843001001C4D92

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 9

Document ID: 2016081900843001

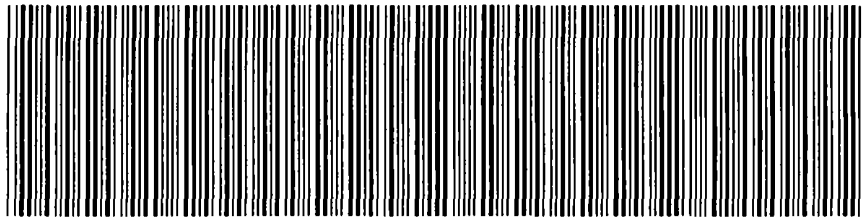
Document Date: 08-09-2016

Preparation Date: 08-19-2016

Document Type: AMENDED CONDO DECLARATION

PROPERTY DATA

| Borough | Block Lot | Unit | Address |
|----------------|---|-------------|---------------------|
| BROOKLYN | 1953 1003 Entire Lot | 2A | 315 GREENE AVENUE |
| | Property Type: SINGLE RESIDENTIAL CONDO UNIT | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1004 Entire Lot | 2B | 315 GREENE AVENUE |
| | Property Type: SINGLE RESIDENTIAL CONDO UNIT | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1005 Entire Lot | 3A | 315 GREENE AVENUE |
| | Property Type: SINGLE RESIDENTIAL CONDO UNIT | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1006 Entire Lot | 3B | 315 GREENE AVENUE |
| | Property Type: SINGLE RESIDENTIAL CONDO UNIT | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1007 Entire Lot | 4A | 315 GREENE AVENUE |
| | Property Type: SINGLE RESIDENTIAL CONDO UNIT | | |
| Borough | Block Lot | Unit | Address |
| MANHATTAN | 1953 1008 Entire Lot | 4B | 369 WEST 126 STREET |
| | Property Type: MULTIPLE RESIDENTIAL CONDO UNIT | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1009 Entire Lot | 1A | 317 GREENE AVENUE |
| | Property Type: SINGLE RESIDENTIAL CONDO UNIT | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1010 Entire Lot | 1B | 317 GREENE AVENUE |
| | Property Type: SINGLE RESIDENTIAL CONDO UNIT | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1011 Entire Lot | 2A | 317 GREENE AVENUE |
| | Property Type: SINGLE RESIDENTIAL CONDO UNIT | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1012 Entire Lot | 2B | 317 GREENE AVENUE |
| | Property Type: SINGLE RESIDENTIAL CONDO UNIT | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1013 Entire Lot | 3A | 317 GREENE AVENUE |
| | Property Type: SINGLE RESIDENTIAL CONDO UNIT | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1014 Entire Lot | 3B | 317 GREENE AVENUE |
| | Property Type: SINGLE RESIDENTIAL CONDO UNIT | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1015 Entire Lot | 4A | 317 GREENE AVENUE |
| | Property Type: SINGLE RESIDENTIAL CONDO UNIT | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1016 Entire Lot | 4B | 317 GREENE AVENUE |
| | Property Type: SINGLE RESIDENTIAL CONDO UNIT | | |



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RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 3 OF 9

Document ID: 2016081900843001

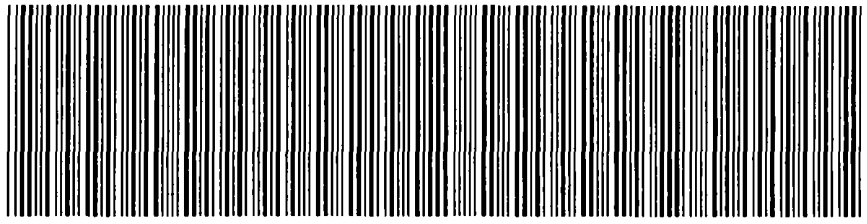
Document Date: 08-09-2016

Preparation Date: 08-19-2016

Document Type: AMENDED CONDO DECLARATION

PROPERTY DATA

| Borough | Block Lot | Unit | Address |
|----------|--|------|-------------------|
| BROOKLYN | 1953 1017 Entire Lot | 1A | 319 GREENE AVENUE |
| | Property Type: SINGLE RESIDENTIAL CONDO UNIT | | |
| BROOKLYN | 1953 1018 Entire Lot | 1B | 319 GREENE AVENUE |
| | Property Type: SINGLE RESIDENTIAL CONDO UNIT | | |
| BROOKLYN | 1953 1019 Entire Lot | 2A | 319 GREENE AVENUE |
| | Property Type: SINGLE RESIDENTIAL CONDO UNIT | | |
| BROOKLYN | 1953 1020 Entire Lot | 2B | 319 GREENE AVENUE |
| | Property Type: SINGLE RESIDENTIAL CONDO UNIT | | |
| BROOKLYN | 1953 1021 Entire Lot | 3A | 319 GREENE AVENUE |
| | Property Type: SINGLE RESIDENTIAL CONDO UNIT | | |
| BROOKLYN | 1953 1022 Entire Lot | 3B | 319 GREENE AVENUE |
| | Property Type: SINGLE RESIDENTIAL CONDO UNIT | | |
| BROOKLYN | 1953 1023 Entire Lot | 4A | 319 GREENE AVENUE |
| | Property Type: SINGLE RESIDENTIAL CONDO UNIT | | |
| BROOKLYN | 1953 1024 Entire Lot | 4B | 319 GREENE AVENUE |
| | Property Type: SINGLE RESIDENTIAL CONDO UNIT | | |
| BROOKLYN | 1953 1025 Entire Lot | 1A | 321 GREENE AVENUE |
| | Property Type: SINGLE RESIDENTIAL CONDO UNIT | | |
| BROOKLYN | 1953 1026 Entire Lot | 1B | 321 GREENE AVENUE |
| | Property Type: SINGLE RESIDENTIAL CONDO UNIT | | |
| BROOKLYN | 1953 1027 Entire Lot | 2A | 321 GREENE AVENUE |
| | Property Type: SINGLE RESIDENTIAL CONDO UNIT | | |
| BROOKLYN | 1953 1028 Entire Lot | 2B | 321 GREENE AVENUE |
| | Property Type: SINGLE RESIDENTIAL CONDO UNIT | | |
| BROOKLYN | 1953 1029 Entire Lot | 3A | 321 GREENE AVENUE |
| | Property Type: SINGLE RESIDENTIAL CONDO UNIT | | |
| BROOKLYN | 1953 1030 Entire Lot | 3B | 321 GREENE AVENUE |
| | Property Type: SINGLE RESIDENTIAL CONDO UNIT | | |



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RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 4 OF 9

Document ID: 2016081900843001

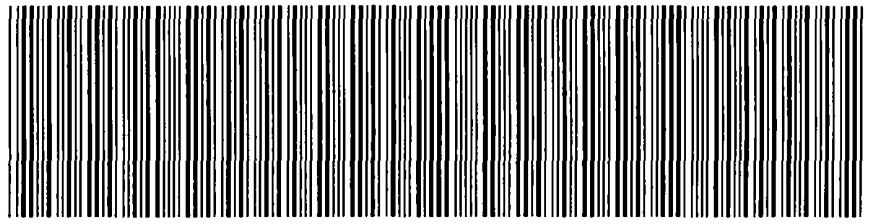
Document Date: 08-09-2016

Preparation Date: 08-19-2016

Document Type: AMENDED CONDO DECLARATION

PROPERTY DATA

| Borough | Block Lot | Unit | Address |
|----------|--|------|-------------------|
| BROOKLYN | 1953 1031 Entire Lot | 4A | 321 GREENE AVENUE |
| | Property Type: SINGLE RESIDENTIAL CONDO UNIT | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1032 Entire Lot | 4B | 321 GREENE AVENUE |
| | Property Type: SINGLE RESIDENTIAL CONDO UNIT | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1033 Entire Lot | 1A | 323 GREENE AVENUE |
| | Property Type: SINGLE RESIDENTIAL CONDO UNIT | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1034 Entire Lot | 1B | 323 GREENE AVENUE |
| | Property Type: SINGLE RESIDENTIAL CONDO UNIT | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1035 Entire Lot | 2A | 323 GREENE AVENUE |
| | Property Type: SINGLE RESIDENTIAL CONDO UNIT | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1036 Entire Lot | 2B | 323 GREENE AVENUE |
| | Property Type: SINGLE RESIDENTIAL CONDO UNIT | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1037 Entire Lot | 3A | 323 GREENE AVENUE |
| | Property Type: SINGLE RESIDENTIAL CONDO UNIT | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1038 Entire Lot | 3B | 323 GREENE AVENUE |
| | Property Type: SINGLE RESIDENTIAL CONDO UNIT | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1039 Entire Lot | 4A | 323 GREENE AVENUE |
| | Property Type: SINGLE RESIDENTIAL CONDO UNIT | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1040 Entire Lot | 4B | 323 GREENE AVENUE |
| | Property Type: SINGLE RESIDENTIAL CONDO UNIT | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1041 Entire Lot | 1A | 325 GREENE AVENUE |
| | Property Type: SINGLE RESIDENTIAL CONDO UNIT | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1042 Entire Lot | 1B | 325 GREENE AVENUE |
| | Property Type: SINGLE RESIDENTIAL CONDO UNIT | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1043 Entire Lot | 2A | 325 GREENE AVENUE |
| | Property Type: SINGLE RESIDENTIAL CONDO UNIT | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1044 Entire Lot | 2B | 325 GREENE AVENUE |
| | Property Type: SINGLE RESIDENTIAL CONDO UNIT | | |



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RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 5 OF 9

Document ID: 2016081900843001 Document Date: 08-09-2016 Preparation Date: 08-19-2016
Document Type: AMENDED CONDO DECLARATION

PROPERTY DATA

| Borough | Block Lot | Unit | Address |
|---|----------------------|-------------|-------------------|
| BROOKLYN | 1953 1045 Entire Lot | 3A | 325 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1046 Entire Lot | 3B | 325 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1047 Entire Lot | 4A | 325 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1048 Entire Lot | 4B | 325 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |

**AMENDMENT TO
BY-LAWS OF
THE GREENE AVENUE CONDOMINIUM**

**Kings County, Block 1953, Lots 1001-1048
On the Tax Map of the Borough of Brooklyn
City of New York**

Record and Return to:

**Anderson Kill P.C.
1251 Avenue of the Americas, 42nd Floor
New York, New York 10020
Attn: Andrew B. Freedland, Esq.**

**AMENDMENTS TO
THE GREENE AVENUE CONDOMINIUM
BY-LAWS**

The By-Laws of The Greene Avenue Condominium, the Declaration of which was dated as of December 14, 2010 and recorded on January 4, 2011 *in CPFD# 2011 000002060* in the Office of the Register of the City of New York in Block 1953 Lots 1001 through 1048 are hereby amended as set forth below:

RESOLVED, that Article IV, Section 9 of the By-laws of The Greene Avenue Condominium be, and the same hereby is deleted and replaced with the following:

The Board of Managers may from time to time adopt and amend such rules and regulations as it may deem necessary in respect to the Building of the Condominium for the health, safety and convenience of the Unit Owners. Copies thereof and changes therein shall be furnished to each Unit Owner.

The Board of Managers may impose charges or fees on Unit Owners for violating (or, violations by the Unit Owners' family members, roommates, tenants, guests and/or contractor's) the rules and regulations; provided that: (a) following a first violation of the rules and regulations the Unit Owner shall not be subject to a fine which exceeds thirty (30%) percent of the then current monthly Common Charges for the unit with the smallest common interest in the Condominium, (b) following a second violation (within one (1) year of the first violation) of the rules and regulations the Unit Owner shall not be subject to a fine which exceeds fifty (50%) percent of the then current monthly Common Charges for the unit with the smallest common interest in the Condominium, and (c) following a third or any subsequent violation (within one (1) year of the second or subsequent violation) the Unit Owner shall not be subject to a fine which exceeds seventy five (75%) percent of the then current monthly Common Charges for the unit with the smallest common interest in the Condominium, and (c) following the imposition of any such fine upon a Unit Owner as a result of the actions of such Unit Owner, its family members, roommates, subtenants, guests and/or contractors, the Unit Owner may have an opportunity to challenge the validity of such fine at a hearing before the Board of Managers, the decision of the Board of Managers following such hearing shall be final in determining whether the action or inaction of the Lessee, its family members, roommates, subtenants, guests and/or contractors justified the imposition of such fine.

In addition to the foregoing, any breach of the rules and regulations shall be a default under the Declaration and By-laws.

All terms not otherwise defined herein shall have the same meaning ascribed to them in the

Declaration Establishing a Plan for Condominium Ownership of the Premises known as The
Greene Avenue Condominium, located at 315-325 Greene Avenue, Brooklyn, New York 11238.

BOARD OF MANAGERS
THE GREENE AVENUE CONDOMINIUM

By: Allison Warenik-Queenan
Name: Allison Warenik-Queenan
Title: President

STATE OF NEW YORK)
) ss:
COUNTY OF New York)

On the 10th day of August in the year 2016, before me, the undersigned, a Notary Public in and for said state, personally appeared **Allison Warenik-Queenan** personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

[Signature]
Notary Public

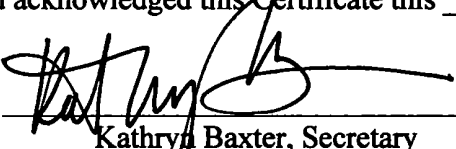
SEAL

ERICA ANNE NAGY
Notary Public - State of New York
NO. 01NA6311196
Qualified in New York County
My Commission Expires Sep 8, 2018

SECRETARY'S CERTIFICATION

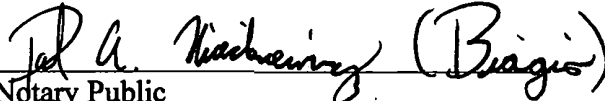
I, Kathryn Baxter, Secretary of the Board of Managers of The Greene Avenue Condominium, hereby certify that the foregoing Amendments to the Condominium By-Laws was duly ratified at duly constituted meetings of the Unit Owners held at The Brooklyn Free School, 372 Clinton Avenue, Brooklyn, New York at 7:00 pm on May 17, 2016 and approved by 69.02% of the Common Interest of the Unit Owners of the Condominium.

In witness whereof, I have signed and acknowledged this Certificate this 9 day of August, 2016.



Kathryn Baxter, Secretary

Sworn to before me this
9th day of August, 2016.



Notary Public

SEAL

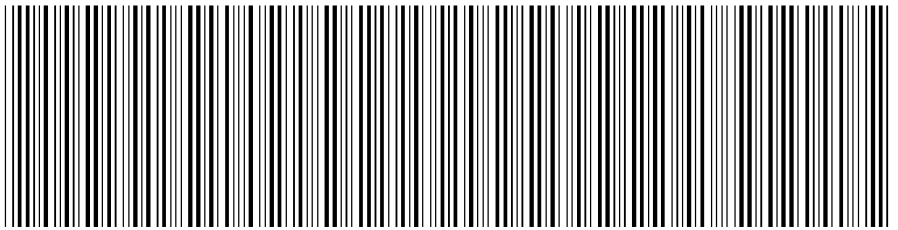
PAUL A WIECKIEWICZ
Notary Public, State of New York
Registration #01W6212602
Qualified In Kings County
Commission Expires February 29, 2018

(Biagio)

For
02
2018

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

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



2019052800819001003E7455

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 12

Document ID: 2019052800819001 Document Date: 05-21-2019 Preparation Date: 05-28-2019
Document Type: AMENDED CONDO DECLARATION
Document Page Count: 7

PRESENTER:
CONTINENTAL ABSTRACT LLC P/U DENNISE ANTEQUERA
900 STEWART AVENUE, SUITE 130
27K2466
GARDEN CITY, NY 11530
516-248-1180

RETURN TO:
ANDERSON KILL P.C.
ATTN: ANDREW B. FEELAND, ESQ.
1251 AVENUE OF AMERICAS
NEW YORK, NY 10020

| PROPERTY DATA | | | | | |
|---|--------------|------------|---------------|-------------------|--|
| Borough | Block | Lot | Unit | Address | |
| BROOKLYN | 1953 | 1001 | Entire Lot 1A | 315 GREENE AVENUE | |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | | |

| Borough | Block | Lot | Unit | Address | |
|---|--------------|------------|---------------|-------------------|--|
| BROOKLYN | 1953 | 1002 | Entire Lot 1B | 315 GREENE AVENUE | |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | | | |

Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN: 2018000338958

PARTIES

PARTY ONE:
THE GREENE AVENUE CONDOMINIUM
C/O ANDERSON KILL P.C., 1251 AVENUE OF AMERICAS
NEW YORK, NY 10020

FEES AND TAXES

| Mortgage : | | | Filing Fee: | |
|-------------------------------|----|--------|---------------------------------|---------|
| Mortgage Amount: | \$ | 0.00 | \$ | 0.00 |
| Taxable Mortgage Amount: | \$ | 0.00 | NYC Real Property Transfer Tax: | \$ 0.00 |
| Exemption: | | | | \$ 0.00 |
| TAXES: County (Basic): | \$ | 0.00 | NYS Real Estate Transfer Tax: | \$ 0.00 |
| City (Additional): | \$ | 0.00 | | |
| Spec (Additional): | \$ | 0.00 | | |
| TASF: | \$ | 0.00 | | |
| MTA: | \$ | 0.00 | | |
| NYCTA: | \$ | 0.00 | | |
| Additional MRT: | \$ | 0.00 | | |
| TOTAL: | \$ | 0.00 | | |
| Recording Fee: | \$ | 213.00 | | |
| Affidavit Fee: | \$ | 0.00 | | |

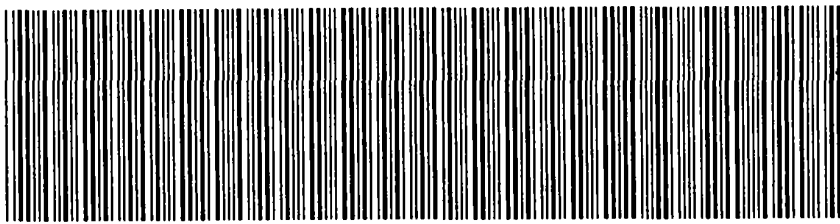
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OF THE CITY REGISTER OF THE**

CITY OF NEW YORK
Recorded/Filed 06-14-2019 12:16
City Register File No.(CRFN):
2019000188161



Annette McHill

City Register Official Signature



2019052800819001003C76D5

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 12

Document ID: 2019052800819001

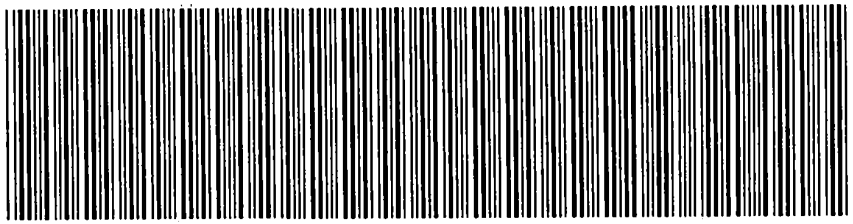
Document Date: 05-21-2019

Preparation Date: 05-28-2019

Document Type: AMENDED CONDO DECLARATION

PROPERTY DATA

| Borough | Block Lot | Unit | Address |
|--|----------------------|------|-------------------|
| BROOKLYN | 1953 1003 Entire Lot | 2A | 315 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1004 Entire Lot | 2B | 315 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1005 Entire Lot | 3A | 315 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1006 Entire Lot | 3B | 315 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1007 Entire Lot | 4A | 315 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1008 Entire Lot | 4B | 315 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1009 Entire Lot | 1A | 317 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1010 Entire Lot | 1B | 317 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1011 Entire Lot | 2A | 317 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1012 Entire Lot | 2B | 317 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1013 Entire Lot | 3A | 317 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1014 Entire Lot | 3B | 317 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1015 Entire Lot | 4A | 317 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1016 Entire Lot | 4B | 317 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |



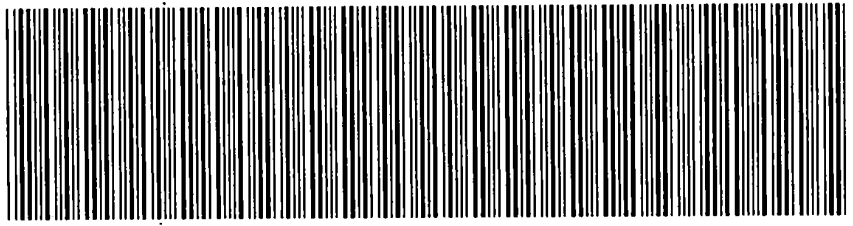
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RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 3 OF 12

Document ID: 2019052800819001 Document Date: 05-21-2019 Preparation Date: 05-28-2019
Document Type: AMENDED CONDO DECLARATION

PROPERTY DATA

| Borough | Block Lot | Unit | Address |
|--|----------------------|------|-------------------|
| BROOKLYN | 1953 1017 Entire Lot | 1A | 319 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| BROOKLYN | 1953 1018 Entire Lot | 1B | 319 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| BROOKLYN | 1953 1019 Entire Lot | 2A | 319 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| BROOKLYN | 1953 1020 Entire Lot | 2B | 319 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| BROOKLYN | 1953 1021 Entire Lot | 3A | 319 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| BROOKLYN | 1953 1022 Entire Lot | 3B | 319 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| BROOKLYN | 1953 1023 Entire Lot | 4A | 319 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| BROOKLYN | 1953 1024 Entire Lot | 4B | 319 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| BROOKLYN | 1953 1025 Entire Lot | 1A | 321 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| BROOKLYN | 1953 1026 Entire Lot | 1B | 321 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| BROOKLYN | 1953 1027 Entire Lot | 2A | 321 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| BROOKLYN | 1953 1028 Entire Lot | 2B | 321 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| BROOKLYN | 1953 1029 Entire Lot | 3A | 321 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| BROOKLYN | 1953 1030 Entire Lot | 3B | 321 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |



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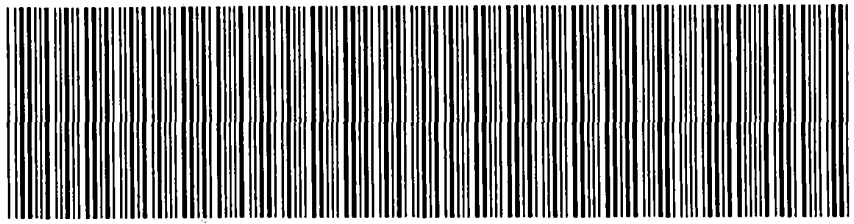
RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 4 OF 12

Document ID: 2019052800819001 Document Date: 05-21-2019 Preparation Date: 05-28-2019
Document Type: AMENDED CONDO DECLARATION

PROPERTY DATA

| Borough | Block Lot | Unit | Address |
|--|----------------------|------|-------------------|
| BROOKLYN | 1953 1031 Entire Lot | 4A | 321 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1032 Entire Lot | 4B | 321 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1033 Entire Lot | 1A | 323 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1034 Entire Lot | 1B | 323 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1035 Entire Lot | 2A | 323 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1036 Entire Lot | 2B | 323 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1037 Entire Lot | 3A | 323 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1038 Entire Lot | 3B | 323 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1039 Entire Lot | 4A | 323 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1040 Entire Lot | 4B | 323 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1041 Entire Lot | 1A | 325 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1042 Entire Lot | 1B | 325 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1043 Entire Lot | 2A | 325 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1044 Entire Lot | 2B | 325 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



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RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 5 OF 12

Document ID: 2019052800819001

Document Date: 05-21-2019

Preparation Date: 05-28-2019

Document Type: AMENDED CONDO DECLARATION

PROPERTY DATA

| Borough | Block Lot | Unit | Address |
|---|----------------------|-------------|-------------------|
| BROOKLYN | 1953 1045 Entire Lot | 3A | 325 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1046 Entire Lot | 3B | 325 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1047 Entire Lot | 4A | 325 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |
| Borough | Block Lot | Unit | Address |
| BROOKLYN | 1953 1048 Entire Lot | 4B | 325 GREENE AVENUE |
| Property Type: SINGLE RESIDENTIAL CONDO UNIT | | | |

**CORRECTED
THIRD AMENDMENT TO
BY-LAWS OF
THE GREENE AVENUE CONDOMINIUM**

**Kings County, Block 1953, Lots 1001-1048
On the Tax Map of the Borough of Brooklyn
City of New York**

Dated: May 21, 2019

Record and Return to:

**Anderson Kill P.C.
1251 Avenue of the Americas, 42nd Floor
New York, New York 10020
Attn: Andrew B. Freedland, Esq.**

**CORRECTED
THIRD AMENDMENTS TO
THE GREENE AVENUE CONDOMINIUM
BY-LAWS**

This Corrected Third Amendment to the Greene Avenue Condominium By-laws is made to correct the Third Amendment was dated as of August 23, 2018 and recorded on October 12, 2018 in CRFN 2018000338958 which omitted Schedule "A".

The By-Laws of The Greene Avenue Condominium, the Declaration of which was dated as of December 14, 2010 and recorded on January 4, 2011 in the Office of the Register of the City of New York in Block 1953 Lots 1001 through 1048 ("Original Declaration"), and amended by that certain amendment dated April 2, 2013 and recorded in the Office of the City Register of the City of New York on April 16, 2013 in CRFN 2013000150336 (the "First Amendment") and further amended by that certain amendment dated August 10, 2016 and recorded in the Office of the City Register of the City of New York on August 30, 2016 in CRFN 2016000299514 (the "Second Amendment" and together with the Original Declaration and the First Amendment, the "Declaration") are hereby further amended by the three (3) following amendments as set forth below:

Amendment A:

RESOLVED, that the following language shall be added to the Condominium's By-laws as new Section 10(f) of Article VI:

Effective as of July 1, 2018, any purchaser of a Unit shall pay to the Condominium a contribution to the Condominium's working capital fund in an amount equal to three (3) times the monthly Common Charge allocable to such Unit pursuant to Article VI, Section 4 of these By-laws as of the date of the closing of such Unit (the "Capital Contribution"). The Capital Contribution shall be payable by any purchaser of a Unit in immediately available funds prior to or simultaneous with the closing of the sale of such Unit.

Amendment B:

FURTHER RESOLVED, that the following language shall be added to the Condominium's Declaration as new Section 22:

Each Unit Owner, by acceptance of a deed or otherwise succeeding to title to a Unit, shall be deemed to have irrevocably nominated, constituted and appointed as such Unit Owner's attorney-in-fact the persons who shall from time to time constitute the Condominium Board, jointly and in their capacity as members of the Condominium Board to act on behalf of each Unit Owner with respect to those matters outlined in the Power of Attorney attached hereto as Schedule "A".

RESOLVED, that the following language shall be added to the Condominium's By-laws as new Section 10(g) of Article VI:

At the time of acquiring title to a Unit and as a condition thereof, the new Unit Owner shall duly execute, acknowledge and deliver to the representative of his title insurance company (or, if no such representative is present to the Condominium Board) for recording with the Office of the City Register for the City of New York, the Unit Owner's Power of Attorney required in Section 22 of the Declaration, in the form set forth as Schedule "A" to the Declaration.

Amendment C:

RESOLVED, that the following language shall be added to the Condominium's By-laws as new Section 10(h) of Article VI:

Each lease made by a Unit Owner with a tenant of his or her apartment shall contain the following language:

Landlord and Tenant hereby acknowledge and agree that in the event the Landlord fails to make payments of any common charges, assessments, late fees, or other charges for the Unit, and/or any other sums due and owing by Landlord to the Condominium, and such delinquency continues for a period of sixty (60) days, the Condominium shall have the right to collect directly from the Tenant any rental payments due hereunder in accordance with the terms of Section 339-kk of the New York Real Property Law. The Condominium shall use rental payments received from Tenant to reduce the Landlord's indebtedness to the Condominium. Once the Landlord is current with the Condominium, any surplus rental payments made by Tenant to the Condominium will be returned to Landlord. Tenant acknowledges that if it receives a notice from the Condominium demanding payment pursuant to Section 339-kk, it shall

make prompt payment to the Condominium. Landlord hereby acknowledges that if Tenant makes payment to the Condominium as provided for in this paragraph and Section 339-kk, Tenant shall not be in default of its obligations hereunder.

All terms not otherwise defined herein shall have the same meaning ascribed to them in the Declaration Establishing a Plan for Condominium Ownership of the Premises known as The Greene Avenue Condominium, located at 315-325 Greene Avenue, Brooklyn, New York 1238.

Dated: May 21, 2019

BOARD OF MANAGERS
THE GREENE AVENUE CONDOMINIUM

By: Kristen Rae Stevens
Name: Kristen Rae-Stevens
Title: President

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

On the 21st day of May in the year 2019, before me, the undersigned, a Notary Public in and for said state, personally appeared **Kristen Rae-Stevens** personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Andrew B. Freedland
Notary Public

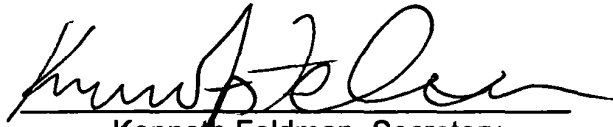
SEAL

ANDREW B. FREEDLAND
Notary Public, State of New York
No. 02FR6106882
Qualified in New York County
Commission Expires March 15, 2023

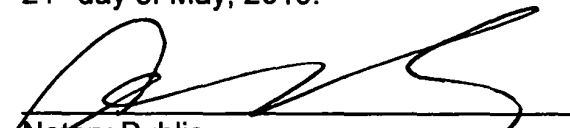
SECRETARY'S CERTIFICATION


I, Kenneth Feldman, Secretary of the Board of Managers of The Greene Avenue Condominium, hereby certify that the foregoing Amendments to the Condominium By-Laws was duly ratified at duly constituted meetings of the Unit Owners held at 216 Greene Avenue, Brooklyn, New York at 7:00 pm on May 21, 2018 and in the case of Amendment A approved by 74.48%, in the case of the Amendment B approved by 68.79% and in the case of the Amendment C approved by 72.26% of the Common Interest of the Unit Owners of the Condominium.

IN WITNESS WHEREOF, I have signed and acknowledged this Certificate this 21st day of May, 2019.


Kenneth Feldman, Secretary

Sworn to before me this
21st day of May, 2019.


Notary Public

ANDREW B. FREEDLAND
Notary Public, State of New York
No. 02FR6106882
Qualified in New York County
Commission Expires March 15, 20 

SEAL

SCHEDULE "A"

[POWER OF ATTORNEY]



SCHEDULE "A"

POWER OF ATTORNEY

_____, the Owner of Unit No. _____ in the Condominium known as THE GREENE AVENUE CONDOMINIUM, consisting of the property submitted to the provisions of Article 9-B of the Real Property Law of the State of New York pursuant to Declaration recorded the day of _____, 200____, in the Kings County Office of the Register at Reel _____, Page _____ in the floor plan of file as Map No. _____, do hereby nominate, constitute, and appoint persons who may from time to time constitute the Board of Managers THE GREENE AVENUE CONDOMINIUM jointly, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, to acquire in their own name, as members of the Board of Managers, or in the name of their designee, corporate, or otherwise, on behalf of all Owners of Units whose Owner in said Property, in accordance with their Common Interests, any Unit whose Owner desired to abandon or sell the same, the undivided interest in the Common Elements appurtenant thereto, the interest of such Unit Owner in any other Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or in the proceeds of sale of such Unit Owner in any other Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners in all other assets of the Condominium as defined in the aforementioned Declaration, or any Unit, which shall be the subject of a foreclosure or other judicial sale, or to lease any Unit whose Owner desires to rent the same, at such price or on such rental, as the case may be, and on such terms as said attorneys-in-fact may determine, granting to such attorneys-in-fact the power to do all things in the said premises which the undersigned could do, if the undersigned were personally present. In more particular delineation of, but not in derogation or limitation of, the power set forth above, the Board of Managers, notwithstanding bankruptcy of any Unit Owner, specifically has the power to do any act or thing, and execute any document necessary to effectuate the purposes set forth in the Declaration referenced above including, but not limited to, Amendment of said Declaration, execution of the Deed conveying condominium property, filing for a severance of tax lots, and any other document or thing reasonable or necessary to effectuate the aforementioned purposes.

The acts of majority of such persons shall constitute the acts of said attorneys-in-fact.

The Power of Attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned, has executed this Power of Attorney this day of _____, 200_____.

STATE OF NEW YORK)
 COUNTY OF _____)

SS.:

On the _____ day of _____, 200____, before me, the undersigned personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

 NOTARY PUBLIC