

AMENDMENT NO. 2

TO THE OFFERING PLAN OF

COLUMBIA TERRACE CONDOMINIUM

Columbia Terrace
Huntington Station, Town of Huntington, Suffolk County, NY 11746

Dated: November 14, 2022

The Offering Plan dated October 13, 2021, as amended by Amendment No. 1 dated March 28, 2022, is hereby further amended as follows:

I. PLAN DECLARED EFFECTIVE

Pursuant to Section XII entitled "EFFECTIVE DATE OF THE PLAN," the Sponsor declared the Plan effective on September 27, 2022, by written notice delivered to all the then existing purchasers of Homes at the Condominium. Annexed hereto as Exhibit "A" is Sponsor's Affidavit in Support of Declaring the Plan Effective. On such date, the Sponsor had entered into Purchase Agreements for five (5) Homes offered under the Plan, which Purchase Agreements represent 35.7% of the fourteen (14) Homes in the Condominium.

II. REVISED ESTIMATED DATE OF FIRST CLOSING

The revised estimated date of first closing is November 15, 2022.

III. BUDGET

Annexed hereto as Exhibit "B" is a copy of the estimated budget for the first year of operation of the Condominium. Annexed hereto as Exhibit "C" is a Certification of Adequacy of the Budget.

IV. PRINCIPAL OF SPONSOR

The sole principal of Sponsor is the Director of the Sponsor entity, the Huntington Community Development Agency ("HCDA"). The current Director of the HCDA and individual principal of Sponsor has been revised to Angel Cepeda. There are no prior felony convictions of Mr. Cepeda and there are no prior bankruptcies, convictions, injunctions and judgments against the Mr. Cepeda or entities in which Mr. Cepeda was principal, that may be material to the Offering Plan or to an offering of securities generally and that occurred within the fifteen (15) years prior to the submission of this Amendment No. 2. Mr. Cepeda has not been

involved in any prior public offerings. A Certification of Sponsor is annexed hereto as Exhibit "D."

V. AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

A Declaration of Condominium was recorded in the Suffolk County Clerk's Office on August 14, 2019, in Liber D00013024, Page 175. Annexed hereto as Exhibit "E" is a copy of the Amended and Restated Declaration, to be recorded in the Suffolk County Clerk's Office prior to the first Home closing in the Condominium. The Amended and Restated Declaration reflects the contents of the Declaration of Condominium and Condominium By-Laws which were included in the Offering Plan accepted for filing on October 13, 2021. In addition, the Schedule B to the Amended and Restated Declaration revises certain Home square footages as further detailed in paragraph VI of this Amendment No. 2.

VI. ARCHITECT ADDENDUM AND REVISED FLOOR PLANS

Annexed hereto as Exhibit "F" is an Addendum by the Architect reflecting the as-built square footages of certain Homes which square footages are increased a de minimis amount from the square footages set forth in the Description of Property Report in Part II of the Offering Plan. Annexed hereto as Exhibit "G" is a Certification by the Architect. Annexed hereto as Exhibit "H" are floor plans for the affected Homes.

VII. EXTENSION OF OFFERING PLAN TERM

This Plan may be used for six (6) months from the date this Amendment is duly accepted for filing and thereafter said date is to be extended in a further Amendment to be filed.

Other than as set forth above, there are no material changes which require an amendment to the Offering Plan.

HUNTINGTON COMMUNITY DEVELOPMENT AGENCY
Sponsor

**AFFIDAVIT IN SUPPORT OF DECLARING THE PLAN OF
CONDOMINIUM OWNERSHIP EFFECTIVE**

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

ANGEL CEPEDA, being duly sworn, does hereby depose and state the following:

1. I am the Director of the Huntington Community Development Agency, a municipal agency with an address at 100 Main Street, Huntington, New York 11743, the Sponsor of an Offering Plan for condominium ownership of the premises located at Columbia Terrace, Huntington Station, New York 11746 to be known as Columbia Terrace Condominium (herein referred to as the "Plan"), and I am authorized to make the following statements.

2. The Plan was accepted for filing by the Attorney General of the State of New York on or about October 13, 2020. The file number is CD19-0243.

3. On Sept. 27, 2022, the Plan was declared effective by written notice delivered to all the then existing purchasers.

4. I hereby represent that all purchasers who are being counted for purposes of declaring the plan effective:

- a) are bona fide purchasers; and
- b) are not purchasing as an accommodation to, or for the account or benefit of the Sponsor or principals of Sponsor; and
- c) have duly executed purchase agreements and have paid the down payment as required in the Offering Plan, except as indicated on the attached schedule.


5. I further represent that there are no material changes to the budget for the first year's operation which have not been disclosed in a duly filed amendment to the Offering Plan.

6. No purchaser counted for purposes of declaring the plan effective is the sponsor, the selling agent or the managing agent, or is a principal of the sponsor, the selling agent, or the managing agent or is related to the sponsor, the selling agent or the managing agent or any principal of the sponsor, the selling agent or the managing agent by blood, marriage, or adoption, or as a business associate, an employee, a shareholder, or a limited partner.

7. The sponsor hereby represents that Purchase Agreements have been executed and delivered for 5 of the 14 Residential Units being offered for sale listed in Exhibit "A" attached hereto representing approximately 35.7% of all the Residential Units being offered for sale.

8. I hereby submit this Affidavit to the Attorney General in connection with that certain Amendment Number 2 indicating that any false statement or material omission may subject me to civil or criminal prosecution.

**HUNTINGTON COMMUNITY
DEVELOPMENT AGENCY**

By: 
Angel Cepeda, Director

Sworn to before me this
27th day of September, 2022


Notary Public

TIMOTHY R. FRANCIS
Notary Public, State of New York
Registration No. 01FR638949
Qualified in Suffolk County
Commission Expires March 25, 2023

EXHIBIT "A"

<u>Residential Unit Number</u>	<u>Date of Contract</u>
2*	6/29/2022
3*	6/29/2022
4*	7/29/2022
10*	7/29/2022
13	8/30/2022

*Initial deposit less than 10%.

COLUMBIA TERRACE CONDOMINIUM
PROJECTED BUDGET FOR FIRST YEAR OF OPERATION
 *Beginning November 15, 2022 through November 14, 2023

INCOME

(1) 14 Homes

Total Income **\$ 76,180**

EXPENSES

2)	Common Area Electric	\$	1,550
3)	Common Area Water	\$	1,085
4)	Insurance	\$	18,922
5)	Refuse Removal (8 Yard)	\$	9,140
6)	Management Fees	\$	12,000
7)	Landscape Maintenance	\$	8,200
8)	Lawn Sprinkler Maintenance	\$	1,000
9)	Snow Clearing	\$	6,400
10)	Repair Monitoring & Inspection	\$	1,000
11)	Alarm Monitoring & Inspection	\$	1,958
12)	Fire Sprinkler Inspection	\$	3,800
13)	Telephone	\$	480
14)	Printing & Postage	\$	250
15)	Accounting	\$	2,300
16)	Legal Fees	\$	1,000
17)	Franchise & Corporate Taxes	\$	170
18)	Reserves (10%)	\$	6,925

TOTAL EXPENSES **\$ 76,180**

*In the event the actual first year budget differs from the actual commencement of the budget year by six (6) months or more, Sponsor will amend the Plan to include a revised budget. See explanatory footnotes. If the amended budget exceeds this budget by twenty-five (25%) percent or more, the Sponsor will offer all Purchasers the right to rescind their Purchase Agreement and have their deposits returned, with interest, if any within a reasonable period of time that is not less than fifteen (15) days. In addition, in the event the estimated commencement date of the first year of operation of the Condominium is delayed by twelve (12) months or more, Purchasers will be offered a right of rescission unless Purchaser enters into a Purchase Agreement subsequent to an amendment disclosing a revised estimated date of the first Closing. In such an event the Purchaser will be offered a right of rescission by an amendment to the Offering Plan if the estimated date of the Closing of the first Home is delayed by twelve (12) months or more from the estimated date disclosed in the amendment.

FOOTNOTES TO PROJECTED BUDGET

1. **INCOME**

The estimate of the Annual Common Charges to be collected during the first year of Condominium operation is based upon a projection of the total amount of Common Charges that will be levied against the Homes (based upon full occupancy of the condominium).

2. **COMMON AREA ELECTRIC**

The budgeted figure is based on a written estimate provided by Jeffrey A. Hartman, P.E., 41 Lakeside Lane, Bay Shore, New York dated August 2, 2022. The estimated number of kilowatt hours of electricity to be consumed during the first year of Condominium operation is 5525.5. A projected electric rate of \$0.28 per kilowatt hour (inclusive of delivery charges, surcharges and taxes) has been used to estimate the cost of electric.

Although Sponsor is under the obligation to provide accurate information to prospective Purchasers, factors beyond its control may substantially affect the cost of common electricity after the purchase of a Home or in subsequent years. Sponsor has added a five (5%) percent inflationary factor to the estimate.

The projection does include the cost of electricity for each Residential Home which will be individually metered and billed directly to each Homeowner. Purchasers should refer to Schedule C as to estimated individual electrical costs for the Residential Home.

3. **COMMON AREA WATER**

The budgeted figure is based on a written estimate provided by Jeffrey A. Hartman, P.E., 41 Lakeside Lane, Bay Shore, New York dated August 2, 2022. The estimated number of cubic feet of water to be consumed by the irrigation system during the first year of Condominium operation is 652.5. A projected water rate of \$1.661 per CCF (inclusive of delivery charges, surcharges and taxes) has been used to estimate the cost of water.

Although Sponsor is under the obligation to provide accurate information to prospective Purchasers, factors beyond its control may substantially affect the cost of common electricity after the purchase of a Home or in subsequent years. Sponsor has added a five (5%) percent inflationary factor to the estimate.

The projection does include the cost of water for each Residential Home which will be individually metered and billed directly to each Homeowner. Purchasers should refer to Schedule C as to estimated individual water costs for the Residential Home.

4. **INSURANCE – Property & Liability**

The budgeted figure for insurance is based upon an estimate provided by Secure-All Agency, Inc., One Dupont Street, Suite 209, Plainview, NY, 11803 dated September 8, 2022.

Blanket All Risk Insurance Policy \$3,400,000 for the residential Homes.

Fidelity Bond: \$50,000

Directors and Officers: \$1,000,000

General Liability: \$1,000,000 per occurrence, \$2,000,000 aggregate

Umbrella Liability: \$3,000,000

The Condominium Board of Managers should review said amount annually. The coverage amount limit stated above for casualty insurance is based on full replacement value and should be sufficient to avoid the effects of co-insurance. The insurance policies will provide the at (i) each Homeowner is an additional insured; (ii) there will be no cancellation without notice to the Condominium Board and/or their legal representatives; (iii) the right to subrogation against Homeowners is waived; (iv) the defense of invalidity because of acts of defense of pro-rata reduction in liability if Homeowners obtain additional coverage is waived; and (v) policy will follow perimeters set forth by the First Amendment to the Declaration and By Laws of Condominium.

The above coverage will be in place prior to or simultaneously with the closing of the first Home in the Condominium.

No coverage is provided for fire and casualty losses to the contents of each individual Home, nor does the coverage take into account any future replacements or additions to either the Homes or the fixtures and improvements contained therein. In addition, no liability coverage for an individual Home is included in the coverage provided above for occurrences not within the Common Areas. Prospective Purchasers should consult their attorney or insurance agent to determine the advisability of obtaining insurance for their own risk of liability and fire and casualty losses.

IN RECENT YEARS, PREMIUMS FOR INSURANCE (ESPECIALLY FIRE AND LIABILITY INSURANCE) HAVE INCREASED SUBSTANTIALLY. IT IS NOT POSSIBLE TO PREDICT WHETHER FUTURE PREMIUMS WILL CONTINUE TO INCREASE OR WILL LEVEL OFF. NO REPRESENTATION IS MADE REGARDING THE ACTUAL COST OF INSURANCE AT THE TIME OF CLOSING. PURCHASERS ARE ADVISED TO PROCURE THEIR OWN FIRE AND LIABILITY COVERAGE FOR THE INTERIOR OF THEIR HOME AND THE PURCHASER'S PERSONAL AFFECTS.

5. **REFUSE REMOVAL**

The budgeted figure is based on an estimate from Winter Brothers Waste Systems; 1198 Prospect Avenue, Westbury, NY 11590 dated August 1, 2022. Service includes an 8 yard dumpster collected twice a week.

6. **MANAGEMENT FEES**

Based on a proposal with Alexander Wolf & Company, One Dupont Street, Suite 200, Plainview, New York to include billing and receiving common charge payments, bookkeeping services, record keeping, homeowner relations maintenance liaison and scheduling preparation of contract specifications, negotiation of contracts, and generally performing the administrative and clerical duties of a managing agent of a condominium.

7. **LANDSCAPE MAINTENANCE**

Based on an estimate dated August 8, 2022 from Quality Island Landscaping P.O. Box 20087, Huntington Station, N.Y., 11746. Weekly maintenance April - October cutting and edging of beds, trimming, hedges, annual mulch and fall clean ups.

8. **LAWN SPRINKLER MAINTENANCE:**

Based on an estimate dated August 8, 2022 from Quality Island Landscaping P.O. Box 20087, that includes Suffolk County Testing, turn on water supply in the Spring and blow lines and turn off water supply in the fall.

9. **SNOW CLEARING**

Based on an estimate dated August 8, 2022 from Quality Island Landscaping P.O. Box 20087, Huntington Station, N.Y., 11746

10. **GENERAL REPAIRS, MAINTENANCE & SUPPLIES**

The budgeted figure is based on an estimate received from Jeffrey A. Hartman. P.E. As the Condominium is newly constructed, it is estimated that the amount budgeted should be sufficient to provide for general repairs and maintenance to the Common Areas for the first year of operation of the Condominium. Inasmuch as the Building is a new construction, no major interior or exterior repairs are anticipated. The estimate includes the cost of various general supplies (such as cleaning supplies and materials, bulbs, and hardware supplies). The budgeted figure does not include improvements and repairs to, maintenance of, or supplies for individual Homes. Each individual Homeowner is responsible for improvements and repairs to, maintenance of, and supplies for their Home restricted to their use.

11. **ALARM MONITORING AND INSPECTION:**

The residential building will be equipped for central station monitoring. The Fire Alarm System will require monitoring and periodic inspection as required by local codes. The estimate monitoring has been provided by BK Fire Suppression & Security Systems.

12. **FIRE SPRINKLER INSPECTION**

The fire Sprinkler System in the Building will require periodic inspection as required by local codes. Estimate has been provided by BK Fire Suppression & Security Systems.

13. **TELEPHONE**
Based on Verizon's estimate for the operation of a telephone line, for the central station monitoring, of the fire alarm and fire sprinkler system.
14. **PRINTING & POSTAGE**
Based on estimate from the Huntington Community Development Agency, 100 Main Street, Huntington N.Y. 11743.
15. **ACCOUNTING**
Based on an estimate from Robert C. Polizzo, Jr. CPA, Esq. provides for the preparation of the annual audited financial statement.
16. **LEGAL FEES**
The budgeted figure is based on an estimate provided by Certilman Balin Adler & Hyman, LLP, 90 Merrick Avenue, East Meadow, New York 11554 for costs to be incurred by the Board of Managers when consulting with an attorney to review contracts and collect delinquent Common Charges. The cost of litigation, if any, would be additional.
17. **FRANCHISE & CORPORATE TAX**
Provides for the minimum amount of taxes in the event the Condominium is required to pay a state franchise and corporate tax.
18. **RESERVES**
Annual reserve to be set aside for improvements to the Condominium is \$6,925.00. The Annual reserve is responsible to repair and/or replace (i.e., roadways, roof, etc...) note: this estimate is based on the 10% of the annual Condominium operating budget prior to funding reserves.

IN THE OPINION OF ALEXANDER WOLF AND COMPANY WITH ADDRESS OF ONE DUPONT STREET, SUITE 200, PLAINVIEW, NEW YORK (SET FORTH IN "CERTIFICATION OF SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET," IN PART II OF THIS PLAN), THE PROJECTED RECEIPTS APPEAR REASONABLE AND ADEQUATE BASED ON PRESENT PRICES (ADJUSTED TO REFLECT CONTINUED INFLATION AND PRESENT LEVELS OF CONSUMPTION FOR COMPARABLE HOMES SIMILARLY SITUATED) TO MEET THE ESTIMATED EXPENSES FOR THEIR FIRST YEAR OF CONDOMINIUM OPERATION, ASSUMING SUCH FIRST YEAR TO BE THE YEAR COMMENCING OCTOBER 1, 2022. THE FOREGOING BUDGET, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A WARRANTY THAT THE ANNUAL COMMON CHARGES OR COMMON EXPENSES FOR THE FIRST OR ANY SUBSEQUENT YEAR OF OPERATION

OF THE PROPERTY BY THE CONDOMINIUM BOARD WILL BE AS SET FORTH IN SAID BUDGET.

IT IS LIKELY THAT THE ACTUAL COMMON EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION WILL VARY FROM THE AMOUNTS SHOWN IN THE BUDGET.

**ALEXANDER WOLF & COMPANY, INC.**

Providing Service for More Than Forty Years

Please direct all communication
to our Corporate Headquarters**One Dupont Street, Suite 200
Plainview, NY 11803**

Tel: 516.349.0540

Fax: 516.349.7751

www.alexanderwolf.com

**CERTIFICATION OF ADEQUACY OF OPERATING BUDGET
PURSUANT TO 13 NYCRR 20.4 (d)**Legal Dept Fax:
516.719.0096

September 20, 2022

State of New York
Department of Law
120 Broadway – 23rd Street
New York, NY 10271

RE: Columbia Terrace Condominium

Gentlepeople:

The Sponsor of the Condominium Offering Plan for the captioned property retained our firm to review Schedule B containing projections of income and expenses for the first year of condominium operation. Our experience in this field includes the active management and supervision of more than fifty (50) multifamily communities consisting of condominiums, cooperatives and homeowners' associations throughout New York as well as more than thirty (30) years' experience in property management.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the Regulations promulgated by the Department of Law in the Part 20 insofar as they are applicable to Schedule B.

We have reviewed the Schedule and investigated the facts set forth in the Schedule and the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

We certify that the projections in Schedule B appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the first year of condominium operation.

We certify that the Schedule:

- (i) sets forth in detail the projected income and expenses for the first year of condominium operation;
- (ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;
- (iii) does not omit any material fact;



ALEXANDER WOLF & COMPANY, INC.

- (iv) does not contain any untrue statement of a material fact;
- (v) does not contain any fraud, deception, concealment, or suppression;
- (vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
- (vii) does not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the Sponsor. We understand that a copy of this Certification is intended to be incorporated into the Offering Plan. This statement is not intended as a guarantee or warranty of the income and expenses for the first year of condominium operation.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Very truly yours,

Charles J. Incandela
Vice-President, Director of Management
Alexander Wolf & Company, Inc.

Sworn to before me this
20th day of September 2022

Notary Public

LISA PIETROPAOLO
Notary Public, State of New York
No. 01PI6258715
Qualified in Nassau County
Commission Expires April 2, 2024

CERTIFICATION BY SPONSOR AND SPONSOR'S PRINCIPAL
PURSUANT TO 13 NYCRR 20.4 (b)

State of New York
Department of Law
28 Liberty Street
New York, NY 10005

RE: COLUMBIA TERRACE CONDOMINIUM

We are the sponsor and the principal of the sponsor of the condominium offering plan for the captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 20, and such other laws and regulations as may be applicable.

We have read the entire offering plan. We have investigated the facts set forth in the offering plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the offering plan does, and that documents submitted hereafter by us which amend or supplement the offering plan will:

- (i) set forth the detailed terms of the transaction and be complete, current and accurate;
- (ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;
- (iii) not omit any material fact;
- (iv) not contain any untrue statement of a material fact;
- (v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;
- (vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
- (vii) not contain any representation or statement which is false, where we: (a)

3292135.1

knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

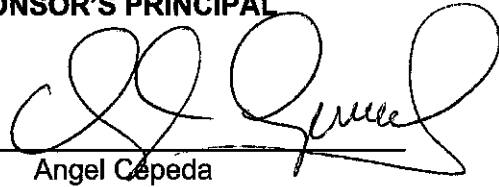
We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

SPONSOR:

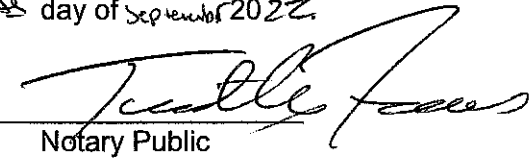
Huntington Community
Development Agency

By: 
Angel Cepeda, Director

SPONSOR'S PRINCIPAL


Angel Cepeda

Sworn to before me this
27th day of September 2022.


Notary Public

TIMOTHY R. FRANCIS
Notary Public, State of New York
Registration No. 01FR638949
Qualified in Suffolk County
Commission Expires March 25, 2023

**AMENDED AND RESTATED
DECLARATION**

ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP
OF PREMISES LOCATED AT COLUMBIA TERRACE,
HUNTINGTON, NEW YORK
COUNTY OF SUFFOLK,
STATE OF NEW YORK,
PURSUANT TO ARTICLE 9-B OF THE REAL PROPERTY
LAW OF THE STATE OF NEW YORK.

NAME: **COLUMBIA TERRACE CONDOMINIUM**

SPONSOR: **HUNTINGTON COMMUNITY DEVELOPMENT AGENCY**
100 Main Street
Huntington, New York 11743

DATE OF DECLARATION:

SECTION: 140 BLOCK: 3 LOT: 72, 73, 108,
109.003 and
117

CERTILMAN BALIN ADLER & HYMAN, LLP.
Attorneys for the Sponsor
90 Merrick Avenue
East Meadow, NY 11554

3290698.4

EXHIBIT "E"

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PLAN OF CONDOMINIUM HOME OWNERSHIP

AMENDED AND RESTATED DECLARATION OF

**COLUMBIA TERRACE CONDOMINIUM
PURSUANT TO ARTICLE 9-B OF THE REAL
PROPERTY LAW OF THE STATE OF NEW YORK**

In the Town of Huntington, Suffolk County and State of New York on this _____ day of _____, 20__, Huntington Community Development Agency organized and existing under the laws of the State of New York, whose principal office is situated in the County of Suffolk, State of New York, hereinafter referred to as the "Owner" represented in this Amended and Restated Declaration by Angel Cepeda, who is fully empowered and qualified to execute this Amended and Restated Declaration on behalf of the organization does hereby state:

W I T N E S S E T H:

WHEREAS, a Declaration of Condominium (the "Declaration") was recorded in the Suffolk County Clerk's Office in Liber D00013024 page 175 on August 14, 2019; and which Declaration submitted the property described as Schedule A annexed hereto to the provisions of Article 9-B of the Real Property Law of the State of New York; and

WHEREAS, Declarant is the current owner of the real property described in Article II of this Amended and Restated Declaration of Condominium (hereinafter referred to as (the "Amended and Restated Declaration"): and

WHEREAS, Declarant as the owner of the real property described in Schedule A is desirous of amending and restating the Declaration and By-Laws.

NOW THEREFORE, the Declarant, for itself, its successors and assigns, declares that the Declaration of Condominium and By-Laws recorded in the Suffolk County Clerk's Office is hereby amended, restated and replaced as follows:

FIRST: Submission of Property. By this Amended and Restated Declaration the Owner submits the property described in this Amended and Restated Declaration, including the land and the Buildings and all other improvements erected and to be erected thereon, all easements, rights and appurtenances belonging thereto and all other property, real, personal or mixed, intended for use in connection therewith, to the provisions of Article 9-B of the Real Property Law of the State of New York.

SECOND: Description of Property. The Owner owns all that certain plot, piece or parcel of land, with the Buildings and improvements thereon erected, situate, lying and being in Huntington Station, Town of Huntington, Suffolk County, State of New

York, and more particularly bounded and described on Schedule A annexed hereto and made a part hereto.

THIRD: Definitions.

- (a) “Amended and Restated Declaration of Condominium” – The amended and restated Declaration of Condominium which amends, restates and replaces the Declaration of Condominium recorded in the Suffolk County Clerk’s Office on August 14, 2019, in Liber D00013024 Page 175.
- (b) “Amended and Restated By-Laws” – The amended and restated By-Laws of the Condominium which amends, restates and replaces the By-Laws attached as Schedule C to the Declaration of Condominium recorded in the Suffolk County Clerk’s Office on August 14, 2019, in Liber D00013024 Page 175, and which Amended and Restated By-Laws govern the operation of the Condominium. The Amended and Restated By-Laws are referred to in this Amended and Restated Declaration and in the Amended and Restated By-Laws solely as the By-Laws unless otherwise stated.
- (c) A “Building” as hereinafter referred to shall be defined as a number of Homes all of which are constructed under a continuous roof.
- (d) “Condominium” as hereinafter referred to shall mean Columbia Terrace Condominium which is composed of the Home Owners.
- (e) A “Home” as hereinafter referred to shall be defined as follows: Each Home is measured horizontally from the outside face of the exterior walls to the center line of interior demising walls and vertically from the lower surface of the concrete slab or sub-floor forming the floor of the Home up to the exterior surface of the sheetrock or other material forming the ceiling of the Home. The center of wall is used as division line when computing square foot separations. Doors, windows, interior walls and fireplaces which abut a Home are part of the Home. The Description of Homes set forth herein pertains to the location of the walls, floors and roof of the Homes as they are finally set forth in the Building plans to be filed simultaneously with the recording of this Amended and Restated Declaration.
- (f) The Owner of each Home is hereinafter referred to as the “Home Owner.” Every Home Owner shall be treated for all purposes as a single owner, irrespective of whether such ownership is joint, in common or tenancy by the entirety. Where such ownership is joint, in common or tenancy by the entirety, majority vote of such owners shall be necessary to cast the Home Owner’s vote referred to in Article EIGHTH of this Amended and Restated Declaration.

- (g) "Owner" or "Sponsor" shall mean and refer to Huntington Community Development Agency and its successors and assigns.
- (h) "Party Wall" as hereinafter referred to shall be defined as a wall which is common to and separates two Homes.

The term "Home" and "Home Owner" as used herein shall be construed to mean Unit and Unit Owner as defined in Section 339-e of Article 9-B of the Real Property Law of the State of New York.

FOURTH: Community. The Owner is constructing on the parcel of land located in Huntington Station, Town of Huntington known as Columbia Terrace Condominium, according to the plans filed simultaneously with the recording of this Amended and Restated Declaration in the Office of the Clerk of Suffolk County, which Plans set forth a description of the Buildings stating the number of stories and number of Homes.

The Community will consist of 14 Homes to be located in three (3) Buildings containing two (2) stories each as set forth on the Plot Plan filed simultaneously herewith. All fourteen (14) Homes have been designated as Affordable Homes by the Declarant subject to affordable housing requirements. The Homes are constructed of concrete foundations, wood studs and asphalt shingle roof. Each of the Homes has access to a public street by means of a walk, driveway or parking area. For the purposes of describing the location of the Buildings, approximate area, type and number of rooms of each Home and the common elements to which each Home has immediate access, each Home is described on Schedule B annexed hereto. Each Home will be sold to one or more Owners, each Owner obtaining fee ownership in, and exclusive right of occupancy and possession of the Home, together with an undivided interest in the common elements of the Community, as listed hereinafter in this Amended and Restated Declaration, and referred to as the "common elements", all of the above in accordance with Article 9-B of the Real Property Law of the State of New York. The designation of the number of rooms, interior partitions and kitchen and bathroom facilities may be changed by mutual consent of the Owner and the Home Owner at the time of construction of the Home.

The aforesaid Community has a total plot area of approximately .973 acres.

FIFTH: Common Elements. The common elements of the Community will consist of all of the Community, except the Homes, including, but without limitation, outside walls and roofs of the Buildings, the land, Buildings and improvements (other than the Homes) comprising the Community (including the land under the Homes and under the improvements), all utility or other pipes and material located outside of the Homes.

IRREVOCABLY RESTRICTED AREAS

Certain portions of the common elements are irrevocably restricted in use to specified Home Owners, subject to the right of the Board of Managers to enter upon any restricted area for maintenance, repair or improvement of a Home or common element and subject to the rules of the Board of Managers (see By-Laws, Article VIII). Any portion of the common elements which is not restricted in use may be used by any Home Owner. The common elements are not subject to partition nor are they severable from the Homes except in accordance with the Real Property Law. Following are detailed descriptions of the irrevocably restricted common elements:

1. Any deck or patio that is located adjacent to a Home is restricted in use to the owner of such Home.

2. Any heating and/or cooling unit, if located in the common elements adjacent to each Home and serving such Home, is restricted in use to the Owner of such Home and shall be maintained and repaired by such Owner at their sole cost and expense.

The common elements shall remain undivided and no Home Owner shall bring any action for partition or division unless otherwise provided by law.

The percentage of the undivided interest in the common elements established herein shall not be changed except with the consent of all of the Home Owners affected expressed in a duly recorded amendment to this Amended and Restated Declaration.

The undivided interest in the common elements shall not be separated from the Home to which it appertains and shall be deemed conveyed or encumbered with the Home even though such interest is not expressly mentioned or described in the conveyance or other instrument.

SIXTH: Easements. All pipes, wires, conduits and public utility lines located within each Home shall be owned by such Home Owner. Any portion of such pipes, wires, conduits and public utility lines located in the common elements including electric meter banks located on the exterior of a home and servicing one or more other homes, will be owned in common by the Home Owners. Every Home Owner shall have an easement in common with the owners of other Homes to maintain and use all pipes, wires, conduits and public utility lines located in other Homes and servicing such Home Owner's Home. Each Home shall be subject to an easement in favor of the Home Owners of other Homes to maintain and use the pipes, wires, conduits and public utility lines servicing such other Homes and located in such Home. The Board of Managers shall have a right of access to each Home on reasonable notice to the Home Owner for maintenance, repair or improvements to any pipes, wires, conduits and public utility lines located in any Home and servicing any other Home. The cost of such repairs and any damage caused by such entry shall be a common expense. The Board of Managers shall have a right of access to all common elements for maintenance, repair or improvement whether such common elements are restricted or not.

The Board of Managers of the Condominium or any of its agents, employees or contractors shall have a right of access through, under, over and across the common elements for the purpose of performing any of its obligations as provided for in this Amended and Restated Declaration or in a certain Declaration of Covenants, Restrictions, Easements Charges and Liens, and By-Laws of the Condominium filed or to be filed in the Suffolk County Clerk's Office.

The Owner, its successors, assigns, and purchasers, reserves the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across the common elements of the Condominium for the purpose of completing construction and sale of Homes and facilities in the Condominium and towards this end, reserves the right to grant and reserve easements and rights-of-way in, through, under, over and across the common elements for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television and other utilities and for any other materials or services necessary for the completion of the work. The Owner, its successors, assigns, and purchasers, also reserve the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage lines which may from time to time be in or along the streets and roads or other areas of the common elements. Finally, the Owners, its successors, assigns and purchasers reserve the right to continue to use the common elements and any facilities, sales offices, model homes, signs and parking spaces located on the common elements, in its efforts to market homes constructed in the Condominium and to complete construction of the Condominium. This paragraph shall not be amended without the consent of the Owner.

SEVENTH: Service of Process: Service of process on the Home Owners in any action with relation to the common elements shall be made upon the Secretary of State as the agent of the Board of Managers of Columbia Terrace Condominium. The post office address to which the Secretary of State shall mail a copy of any process against this Condominium served upon him as agent of this Condominium during the period the Declarant controls the Board of Managers is: Huntington Community Development Agency, 100 Main Street, Huntington, New York 11743. Once the Declarant no longer controls the Board of Managers, the Board of Managers must notify the Secretary of State that the post office address to which the Secretary of state shall mail a copy of any process against this Condominium served upon his as agent of this Condominium is: Board of Managers, Columbia Terrace Condominium, Columbia Terrace, Town of Huntington, Suffolk County, New York 11747.

EIGHTH: Common Interest. Each Home Owner shall have such percentage interest in the common elements as is set forth in Schedule B attached hereto and shall bear such percentage of the common expenses of the Condominium. Each Home Owner shall have one vote for all voting purposes at any meeting of the Home Owners. The percentage of interest of each Home in the common elements has been based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Home, the

availability of Common Elements for exclusive or shared use, and overall dimensions of the particular Home.

NINTH: Administration. The administration of the Condominium, the Community and parcel of land described herein shall be in accordance with the provisions of this Amended and Restated Declaration and with the provisions of the By-Laws which are made a part of this Amended and Restated Declaration and are attached hereto as Schedule C.

TENTH: Amendments and Withdrawal.

(a) The dedication of the property to Condominium ownership herein shall not be revoked or the property withdrawn from Condominium ownership unless 80% of the Home Owners in number and in common interest and the first mortgagees, if any, of each of these same homes agree to such revocation or removal of the property from the Plan by duly recorded instruments.

(b) The provisions of this Amended and Restated Declaration may be modified or amended by an instrument executed by the Board of Managers upon a vote of sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the Home Owners in number held at a duly-called meeting of the Home Owners, provided however, that:

(i) No amendment shall change any condominium parcel, nor a home owner's proportionate share of the common charges, nor the voting rights appurtenant to any home, unless all of record owner(s) in number and common interest thereof and the first mortgagees, if any, of each of these same homes agree to such revocation by recorded instrument.

(ii) No amendment shall be passed which shall impair or prejudice the validity, interest, rights and priorities of mortgagees.

There shall be a presumption for a period of 60 days subsequent to the recording of the amendment that the vote of the home owners was made at a duly called meeting and that the requisite voting percentage was obtained. After the 60 day period such presumption will be deemed conclusive.

(c) The Owner, its successors and assigns shall have the right without vote or consent of the Home Owners, the Board of Managers or the holders of Home mortgages to execute or (on its request) to require the Board of Managers to execute and record in the Office of the Clerk of Suffolk County and elsewhere, if required by law, an amendment or amendments to this Amended and Restated Declaration (together with such other documents, plan and maps as may be required to effectuate the same) to reflect (i) the certification by a registered architect or professional engineer, certifying that the floor plans filed as part of an amended Declaration are an accurate copy of portions of the plans of the

Buildings and fully and fairly depict the layout, location, designation and approximate dimensions of the Homes as built, or (ii) utility easements, or (iii) technical corrections to the Declaration to conform to other documents including but not limited to the Offering Plan or as-built plans (iv) to amend Schedule B of this Declaration to conform the Model type, square footage and type and number of rooms and any other required information for a specified Home, so long as the appurtenant percentage of common interest does not change for said Home, or (v) the carrying out of other provisions of the Offering Plan of Columbia Terrace Condominium.

(d) Any amendment to this Amended and Restated Declaration shall not take effect until it is recorded in the Office of the Clerk of Suffolk County.

Irrespective of any other provision of this Declaration, no action for partition or division of the common elements shall be brought nor shall this plan of condominium ownership be terminated where such partition, division or termination will result in a violation of the then existing local zoning and Building laws and codes.

ELEVENTH: Subject to Declaration, By-Laws, etc. All present or future Home Owners, tenants, future tenants, or any other person that might use the facilities of the Condominium in any manner, are subject to the provisions of this Amended and Restated Declaration, the By-Laws and Rules and Regulations of the Condominium and the mere acquisition or rental of any of the Homes of the Condominium or the mere act of occupancy of any of said Homes shall signify that the provisions of this Amended and Restated Declaration and the By-Laws and Rules and Regulations of the Condominium are accepted and ratified and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Home, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

TWELFTH: Common Charges. All sums assessed as common charges by the Board of Managers of the Condominium but unpaid together with the maximum interest permitted in New York thereon, chargeable to any Home Owner shall constitute a lien on his Home prior to all other liens except: (a) tax or assessment liens on the Home by the taxing subdivisions of any governmental authority, including but not limited to State, County and School District taxing agencies; and (b) all sums unpaid on any first mortgage of record encumbering any Home. Such lien may be foreclosed when past due in accordance with the laws of the State of New York, by the Condominium, in like manner as a mortgage on real property, and the Condominium shall also have the right to recover all costs incurred including reasonable attorneys' fees (but such right shall not be a lien against the Home). In the event the proceeds of the foreclosure sale are not sufficient to pay such unpaid common charges, the unpaid balance shall be charged to all Home Owners as a common expense. However, where the holder of an institutional mortgage of record, or other purchaser of a Home at a foreclosure sale of an institutional mortgage, obtains title to the Home as a result of foreclosure, or the institutional mortgage holder obtains title by conveyance in lieu of foreclosure, such

acquirer of title, his successors or assigns, shall not be liable and the Home shall not be subject to a lien for the payment of common charges chargeable to such Home which were assessed and became due prior to the acquisition of title to such Home by such acquirer. In such event, the unpaid balance of common charges will be charged to all other Home Owners as a common expense. The term "institutional mortgage" herein used shall mean a first mortgage granted by a bank, mortgage company, savings and loan association, life insurance company, pension fund, trust company or other institutional lender or a mortgage granted by the Owner to a purchaser of a Home or in which the Owner participates with one of the above.

Every Home Owner shall pay the common charges assessed against him when due and no Home Owner may exempt himself from liability for the payment of the common charges assessed against him by waiver of the use or enjoyment of any of the common elements or by the abandonment of his Home. However, no Home Owner shall be liable for the payment of any common charges accruing subsequent to a sale, transfer or other conveyance by him of such Home made in accordance with Section 339-x of the Real Property Law or in accordance with the provisions of this Amended and Restated Declaration and the By-Laws.

THIRTEENTH: Homes Acquired by the Board. In the event any Home Owner shall convey his Home to the Board of Managers in accordance with Section 339-x of the Real Property Law or in the event the Board of Managers shall purchase any Home at a foreclosure sale in accordance with Article IX of the By-Laws, title to such Home or the rights to the lease of such Home shall be held by the Board of Managers or its designee on behalf of all of the other Home Owners.

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

FOURTEENTH: Encroachments. The Home Owners agree that if any portion of a Home or the common elements (whether restricted in use to an individual Home Owner or not) encroaches upon another or shall hereinafter encroach upon another as a result of original construction or settling of the Buildings, a valid easement for the encroachment and the maintenance of the same, so long as it stands, shall and does exist. In the event the Buildings are partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings and is rebuilt, the Home Owners agree that encroachments of any portion of the Home or the common elements as aforescribed due to construction, shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist so long as the Buildings or reconstructed Buildings shall stand.

FIFTEENTH: Home Ownership. Upon the closing of title to a Home, a purchaser shall automatically become a Home Owner in the Condominium and shall remain such until such time as he ceases to own the Home for any reason.

SIXTEENTH: Conveyance of a Home. In any conveyance of a Home, either by voluntary instrument, operation of law or judicial proceeding in accordance with this Amended and Restated Declaration or the By-Laws, the Grantee of the Home shall be jointly and severally liable with the Grantor for any unpaid common charges against the latter assessed and due up to the time of the grant or conveyance without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee therefor. Any such Grantee shall be entitled to a statement from the Board of Managers setting forth the amount of the unpaid common charge against the Grantor and such Grantee shall not be liable for, nor shall the Home conveyed be subject to a lien for any unpaid common charge against the Grantor in excess of the amount set forth in such statement. Grantee as used herein shall not include either the holder of an institutional mortgage of record or other purchaser of a Home at a foreclosure sale of an institutional mortgage.

SEVENTEENTH: Covenants and Restrictions. The use of the Home by the Home Owner or other occupant shall be subject to the rules, regulations and provisions of this Amended and Restated Declaration, the By-Laws and Rules and Regulations of the Board of Managers and the following covenants and restrictions:

(a) The Home and area restricted to the Home Owner's use shall be maintained in good repair and overall appearance.

(b) No alterations to any part of the common elements may be made and no structure may be built on any portion of the common elements or restricted common elements without the written consent of the Board of Managers. No alterations to the inside of a Home which would impair the structural soundness of the Buildings may be made without the written consent of the Board of Managers. Consent may be requested by mailing a letter, certified mail, return receipt requested to the Management Agent, if any, or to the President of the Board of Managers, if no Management Agent is employed. The Board of Managers shall have the obligation to answer within sixty days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration. All work done pursuant to this Section must be done in accordance with all applicable rules, regulations, permits and zoning ordinances of any governmental agencies having jurisdiction thereof. All necessary approvals must be obtained and submitted to the Board of Managers upon submission of the written request for consent to do the work to the Board of Managers. The provisions of this paragraph shall not apply to Owner.

(c) Any interior alterations or improvements made to a Home shall be made in accordance with all applicable rules, regulations, permits and zoning ordinances of any governmental agencies having jurisdiction thereof.

(d) Any Home Owner who mortgages his Home shall notify the Board of Managers providing the name and address of his mortgagee.

(e) The Board of Managers shall, at the request of the mortgagee of the Home, report any unpaid common charges due from the Home Owner of such Home.

(f) No nuisances shall be allowed upon the property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.

(g) No immoral, improper, offensive or unlawful use shall be made of the property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(h) Regulations promulgated by the Board of Managers concerning the use of the property shall be observed by the Home Owners, provided, however, that copies of such regulations are furnished to each Home Owner prior to the time the said regulations become effective.

(i) The common charges shall be paid when due.

(j) In accordance with the Declaration of Covenants and Restrictions ("Declaration of C & R's") dated June 9, 2021 and to be recorded in the Suffolk County Clerk's Office, there are affordability sales and resale restrictions in the Declaration of C & R's. All sales and resales of Homes shall be monitored for compliance by the Huntington Community Development Agency as specified in §198-13(1) of the Affordable Housing Law.

EIGHTEENTH: First Lien Holder Rights

(a) Notices of Action. A holder, insurer or guarantor of a first mortgage, upon written request to the Condominium, (such request to state the name and address or such holder, insurer or guarantor and the Home number), shall be entitled to timely written notice of:

- (1) Any proposed amendment of the Condominium instruments effecting a change in (i) the boundaries of any Home or the exclusive easement rights appertaining thereto, (ii) the interest in the general or limited Common Elements appertaining to any Home or the liability for common expenses appertaining thereto, (iii) the number of votes in the Condominium appertaining to any Home or (iv) the purposes to which any Home or the Common Elements are

restricted;

- (2) Any proposed termination of the Condominium regime;
- (3) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Home on which there is a first mortgage held, insured or guaranteed by such eligible holder;
- (4) Any delinquency in the payment of assessments or charges owed by a Home Owner of a Home subject to the mortgage of such eligible holder, insurer or guarantor, which such delinquency has continued for a period of sixty (60) days; and
- (5) Any lapse, cancellation or material modification of any insurance policy maintained by the Condominium.

(b) Other Provisions for First Lien Holders. To the extent permitted under applicable law, the following protections for the benefit of first mortgage holders will be legally binding with respect to the Condominium:

- (1) Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and the original plans and specifications unless the approval of the eligible holders of first mortgages on Homes to which at least 51% of the votes of Homes subject to mortgages held by such eligible holders are allocated, is obtained;
- (2) Any election to terminate the Condominium regime after substantial destruction or a substantial taking in condemnation of the Condominium property must require the approval of the eligible holders of first mortgages on Homes to which at least 51% of the votes of Homes subject to mortgages held by such eligible holders are allocated; and
- (3) Unless the formula for reallocation of interests in the Common Elements after a partial condemnation or partial destruction of the Condominium project is fixed in advance by the Declaration or by applicable law, no reallocation of interests in the Common Elements resulting from a partial condemnation or partial destruction of the Condominium project may be effected without the approval of the eligible holders of first mortgages on Homes to which at least 51% of the votes of Homes subject to mortgages held by such eligible holders are allocated.

Implied approval is assumed when a mortgagee fails to submit a response to any written proposal for an amendment within 60 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

As used in this section, the term "eligible holder, insurer or guarantor" shall mean a holder, insurer or guarantor of a first mortgage on a Home in a Condominium which has requested notice in accordance with the provisions of (a) above.

NINETEENTH: Invalidity. Invalidation of any of the covenants, limitations or provisions of the Amended and Restated Declaration by judgment or court order shall in no wise affect any of the remaining part or parts hereof, and the same shall continue in full force and effect.

**HUNTINGTON COMMUNITY
DEVELOPMENT AGENCY**

By: _____
Angel Cepeda, Director

SCHEDULE A

INSERT METES AND BOUNDS DESCRIPTION OF CONDOMINIUM
(14 HOME PARCEL)

**SCHEDULE B
COLUMBIA TERRACE CONDOMINIUM
14 Homes**

Tax Lot Number	Bldg. # / Floor #	Unit #	Unit Square Feet	Uninhabitable Space		Bedroom/ Bathrooms	Percentage of Common Interest
				Deck	Patio		
	A/2	1	1,200	51	0	2/2	8.4618%
	A/1	2	1,119	0	51	2/2	7.9906%
	B/2	3	1,200	51	0	2/2	8.4618%
	B/1	4	1,119	0	51	2/2	7.9906%
	B/2	5	840	51	0	1/1	5.9983%
	B/1	6	773	0	51	1/1	5.3985%
	B/2	7	840	51	0	1/1	5.9983%
	B/1	8	773	0	51	1/1	5.3985%
	B/2	9	1,200	51	0	2/2	8.4618%
	B/1	10	1,119	0	51	2/2	7.9906%
	C/2	11	1,200	51	0	2/2	8.4618%
	C/1	12	1,119	0	51	2/2	7.9906%
	C/2	13	840	51	0	1/1	5.9983%
	C/1	14	773	0	51	1/1	5.3985%
			14,115	357	357		100.0000%

BY-LAWS
OF
COLUMBIA TERRACE CONDOMINIUM

CERTILMAN BALIN ADLER & HYMAN, LLP.

Attorneys for the Sponsor
90 Merrick Avenue
East Meadow, New York 11554

SCHEDULE C TO THE DECLARATION OF CONDOMINIUM

BY-LAWS

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BY-LAWS
OF
COLUMBIA TERRACE CONDOMINIUM

ARTICLE I. PLAN OF CONDOMINIUM OWNERSHIP

Section 1. Condominium Home Ownership. The property located at Columbia Terrace, Town of Huntington, Suffolk County, as specifically set forth in the Declaration and more commonly known as Columbia Terrace Condominium has been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York.

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the Condominium. The term "Condominium" as used herein shall include the land and the building and improvements thereon including the Condominium Homes (hereinafter referred to as "Homes"), and the common elements and the use and occupancy thereof, the Term "Building" as hereinafter used shall be defined as the exterior walls and roof of a Home or number of Homes all of which are constructed under a continuous roof or the entire interior and exterior of any building or structure which shall form a portion of the Condominium but which does not contain any of the Homes.

Section 3. Personal Application. All present or future Home Owners, mortgagees and lessees, or their employees, guests or any other person that might use the facilities of the Community in any manner are subject to these By-Laws, the Declaration and any Rules and Regulations established by the Board of Managers. The mere acquisition or rental of any of the Homes or the mere act of occupancy of any of said Homes will signify that these By-Laws, the Declaration and the Rules and Regulations are accepted, ratified, and will be complied with.

Section 4. Definitions. The definitions contained in the Declaration of Condominium shall be applicable to these By-Laws unless otherwise indicated.

ARTICLE II. CONDOMINIUM, VOTING, QUORUM, PROXIES AND WAIVERS

Section 1. Condominium. The Condominium shall be limited to Home Owners. "Home Owner" as referred to herein shall mean all of the owners of each Home.

Section 2. Voting. Each Home Owner (including the Sponsor and the Board of Managers, if the Sponsor or the Board of Managers shall then own or hold title to one or more Homes) shall be entitled to cast one vote at all Home Owners' meetings for each

Home or Homes owned by such Home Owner, but in the event the Board of Managers acquires a Home on behalf of the Condominium it shall not cast any of its votes appurtenant to said Home for the election of any member to the Board.

Section 3. Quorum. So many Home Owners as shall represent at least 51% of the total authorized votes of all Home Owners present in person or represented by written proxy shall constitute a quorum at all meetings of the Home Owners for the transaction of business, except as otherwise provided by Statute, by the Declaration, or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Homes Owners, the Home Owners entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called. At such adjourned meeting so many Home Owners as shall represent at least 33 1/3% of the total authorized votes of all Home Owners shall constitute a quorum. If, however, such reduced quorum shall not be present or represented at such adjourned meeting of the Condominium, the Home Owners entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting. At least 5 days written notice of such adjourned meeting shall be given to all Home Owners. At such adjourned meeting, any business may be transacted which might have been transacted at the meeting originally called. At such adjourned meeting, so many Home Owners as shall represent at least 25% of the total authorized votes of all Home Owners shall constitute a quorum.

Section 4. Vote Required to Transact Business. When a quorum is present at any meeting, the vote of a majority of the Home Owners present in person or represented by written proxy shall decide any question brought before such meeting and such vote shall be binding upon all Home Owners, unless the question is one upon which, by express provisions of the Declaration, Statute, or of these By-Laws, a different vote is required, in which case such express provisions shall govern and control the decision of such question.

Section 5. Right to Vote. At any meeting of Home Owners, every Home Owner having the right to vote shall be entitled to vote in person, or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof.

Section 6. Proxies. All proxies shall be in writing and shall be filed with the Secretary prior to the meeting at which the same are to be used. A notation of such proxies shall be made in the minutes of the meeting.

Section 7. Waiver and Consent. Whenever the vote of Home Owners at a meeting is required or permitted by any provision of the Declaration, Statutes or of these By-Laws to be taken in connection with any action of the Condominium, the meeting and vote of Home Owners may be dispensed with if all Home Owners who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

Section 8. Place of Meetings. Meetings shall be held at such suitable place convenient to the Home Owners as may be designated by the Board of Managers.

Section 9. Annual Meetings Control of Board of Managers by Sponsor. The initial Board of Managers will call for the first annual meeting of the Home Owners to elect a new Board of Managers within one (1) year of the closing of the first Home. At such meeting, members of the Board of Managers shall be elected by the Home Owners, other than the members of the Board the Sponsor shall have the right to designate, and the former members of the Board shall thereupon resign. Thereafter annual meetings shall be held on the anniversary of such date each succeeding year. At such meetings there shall be elected by ballot of the Home Owners a Board of Managers in accordance with the requirements of Article III of these By-Laws. The Home Owners may also transact such other business of the Condominium as may properly come before them. The Sponsor will have voting control until the closing of title to all Homes in the Condominium.

Section 10. Special Meetings. It shall be the duty of the President to call a special meeting of the Home Owners as directed by the Board of Managers or upon a petition signed by a majority of the Home Owners having been presented to the Secretary.

Section 11. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Home Owner of record, at least five but not more than ten days prior to such meeting. The mailing of a notice in the manner provided in these By-Laws shall be considered notice served.

Section 12. Order of Business. The order of business at all meetings shall be as follows:

- (a) Roll Call
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of minutes of preceding meeting
- (d) Report of officers
- (e) Report of committees
- (f) Election of inspectors of election (in the event there is an election)
- (g) Election of managers (in the event there is an election)
- (h) Unfinished business
- (i) New business

ARTICLE III. BOARD OF MANAGERS

Section 1. Number and Term. The affairs of the Condominium shall be governed by a Board of Managers. The first Board of Managers shall consist of three Managers designated by the Sponsor who shall hold office and exercise all powers of the Board of Managers until the first annual meeting of the Home Owners. Until succeeded by the Managers elected at the first annual meeting of Home Owners, Managers need not be Home Owners; thereafter, all Managers, other than designees or nominees of the Sponsor, shall be Home Owners. The Managers shall be elected or designated at the annual meeting of the Home Owners. At the first annual meeting of Home Owners called pursuant to Section 9 of Article II a total of three (3) Managers shall be elected or designated. All managers, other than those designated by the Sponsor, shall be elected by the Home Owners. The term of office of one (1) of the Managers shall be fixed for three (3) years, the term of office of one (1) of the Managers shall be fixed at two (2) years, and the term of office of one (1) of the Managers shall be fixed at one (1) year. Separate ballots shall be conducted for each of the three terms of office. Each Home Owner shall be entitled to cast one vote on each ballot for each Home he owns. The nominee on each of the ballots, as the case may be, receiving the highest number of votes on their ballot shall constitute the duly elected Board of Managers. At the expiration of the initial term of office of each respective Manager, his successor shall be elected to serve a term of three (3) years. The Managers shall hold office until their successors have been elected and hold their first meeting. Notwithstanding the foregoing, the Sponsor shall have the right to designate a majority of the Board of Managers until the closing of title to all Homes in the Condominium. This Section may not be amended without the written consent of Sponsor.

Section 2. Vacancy and Replacement. If the office of any Manager or Managers becomes vacant by reasons of death, resignation, retirements, disqualification, removal from office or otherwise, a majority of the remaining managers, though less than a quorum, at a special meeting of Managers duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred. If the vacancy occurs with respect to any member of the First Board of Managers (see Section 4 of this Article III) or any other manager who has been designated by the Sponsor, the Sponsor shall have the sole right to choose such Manager's successor to fill the unexpired portion of his term.

Section 3. Removal. Managers, other than Sponsor designated Members, may be removed for cause by an affirmative vote of a majority of the Home Owners. No manager, other than a member of the First Board of Managers or a designee of the Sponsor, shall continue to serve on the Board if, during his term of office, he shall cease to be a Home Owner. In the event a Sponsor designee is removed for cause, the Sponsor shall have the sole right to designate a replacement.

Section 4. First Board of Managers. The first Board of Managers shall consist of three individuals designated by Sponsor, who shall hold office and exercise all powers of the Board of Managers until the first annual meeting of Home Owners. Any or all of said Managers shall be subject to replacement in the event of resignation or death in the manner set forth in Section 2 of this Article.

Section 5. Powers.

A. The property and business of the Condominium shall be managed by its Board of Managers, which may exercise all such powers of the Condominium and do all such lawful acts and things as are not by Statute or by the Declaration or by these By-Laws, directed or required to be exercised or done by the Home Owners personally. These powers shall specifically include, but not be limited to, the following items:

1. To determine and levy monthly assessments (“common charges”) to cover the cost of common expenses, payable in advance. The Board of Managers may increase the monthly assessments or vote a special assessment in excess of that amount, if required, to meet any additional necessary expenses, but said increases can only be assessed among the Home Owners pro-rata according to their respective common interest;

2. To collect, use, and expend the assessments collected to maintain, care for and preserve the Homes, Buildings, and other common elements;

3. To make repairs, restore or alter any Homes or the common elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;

4. To enter into and upon the Homes when necessary and at as little inconvenience to the Home Owners as possible in connection with the maintenance, care, and preservation of the property;

5. To open bank accounts on behalf of the Condominium and to designate the signatories to such bank accounts;

6. To insure and keep insured the common elements and Homes in accordance with Article VII of these By-Laws;

7. To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from the Home Owners of the property for violations of the house rules or rules and regulations herein referred to;

8. To make reasonable rules and regulations and to amend the same from time to time, and such rules and regulations and amendments shall be binding upon the Home Owners when the Board has approved them in writing. A copy of such rules and all amendments shall be delivered to each Home.

9. To employ and terminate the employment of employees and independent contractors and to purchase supplies and equipment, to enter into contracts, and generally to have the powers of a manager in connection with the matters hereinabove set forth.

10. To bring and defend actions by or against more than one Home Owner and pertinent to the operation of the Condominium and to levy special assessments to pay for the cost of such litigation.

11. To acquire Homes in foreclosure or as a result of abandonment and to take any or all steps necessary to repair or renovate any Home so acquired and to vote as a Home Owner, offer such Home for sale or lease or take any other steps regarding such Home as shall be deemed proper by the Board of Managers;

12. To make additions, alterations, or improvements to the common elements of the Community.

13. To borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the common elements, provided, however, that (i) the consent of at least 66-2/3% in number of all Home Owners, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, shall be required for the borrowing of any sum in excess of \$250,000 and (ii) no lien to secure repayment of any sum borrowed may be created on any Home or its appurtenant interest in the common elements without the written consent of the Owner of said Home.

14. To act as an agent for one or more Home Owners to file a single complaint and bring a special proceeding on behalf of Home Owners who wish to contest the real estate tax assessments of their Home pursuant to Section 339-y(4) of the New York Property Law. In such event, the Board could retain counsel on behalf of such Home Owners and charge each Home Owner for whom it is acting a pro rata share of expenses, disbursements and legal fees, the payment for which would be secured by a lien on each Home. The Board of Managers is not obligated to perform such services and it is necessary to obtain the written authorization of the Home Owners.

15. To grant utility or other easements over or to the common elements as may, at any time, be required for the benefit of the Condominium and the Home Owners without the necessity of the consent thereto, or joinder therein, by the Home Owners or any mortgagee (except that if the granting of such easement impairs the ability of one or more Home Owners who have the right to use such common elements to the exclusion of any other Home Owner, the consent of all such affected Home Owners shall be required in writing before such easement shall be granted);

B. The Board of Managers may, by resolution or resolutions passed by a majority of the whole Board, designate one or more committees, each of such committees to include at least one (1) manager which, to the extent provided in said resolution or resolutions, shall have and may exercise the powers of the Board of Managers in the management of the business affairs of the Condominium and may have power to sign all papers which may be required, provided the said resolutions shall specifically so provide. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Managers. Committees established by resolution of the Board of Managers shall keep regular minutes of their proceedings and shall report the same to the Board as required.

C. Notwithstanding anything to the contrary contained in these By-Laws, for a period ending five (5) years after the first closing or when the unsold Homes constitute less than twenty five (25%) of the common interest, the Board of Managers may not, without the Sponsor's prior written consent: (i) make an addition, alteration or improvement to the common elements or to any Home, costing cumulatively more than \$5,000, the foregoing not to include necessary repairs and maintenance work, or (ii) assess any common charges for the creation of, addition to, or replacement of all or part of a reserve, contingency or surplus fund, in excess of the reserve for contingencies contained in the condominium budget for the first year of operation, (iii) hire any employee in addition to the employees referred to in the Plan of Condominium ownership, or (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date of closing of the First Home, or (v) borrow money on behalf of the Condominium, or of the Offering Plan (vi) reduce the services or maintenance set forth in the Condominium budget for the first year of operation, or (vii) charge any special assessment for a non-budgeted item unless required by law, municipal agency, emergency or for the health and safety of the condominium; or (viii) increase the common charges of the Condominium more than ten (10%) from the prior year's budget, unless documentation is provided to the Sponsor in the nature of a financial statement, bids from contractors or verified increases in utility rates, evidencing the need for an increase greater than ten (10%) percent; or (ix) utilize Condominium funds to commence a law suit against the Sponsor or any of its Principals in connection with a matter pertaining to the Condominium. The above provisions do not apply if there is an increase in the budget or an assessment as a result of expenses required (i) to comply with applicable laws or regulations; or (ii) to remedy any work order by an insurer. The provisions of this paragraph may not be amended without the written consent of Sponsor.

Section 6. Repairs and Maintenance. All maintenance (including electrical and plumbing repairs in the Homes and painting and decorating of the inside of the Homes), repairs and replacements to the Homes including windows (including all glass breakage), doors, windows and doors which open from a Home (except painting and maintenance of the exterior surface which is performed by the Board of Managers), and repairs to any heating/air conditioning system servicing a unit, pipes, wires and conduits located within or without the same Home other than as set forth above shall be made by

the respective Home Owners at their own expense. In addition, all costs and maintenance associated with a limited common element appurtenant to a Home (except heating and cooling systems) shall be the sole responsibility of the Board of Managers and the cost thereof shall be a common expense, except for minor repairs and general cleaning which shall be the sole responsibility of the Home Owner. However, the Board of Managers shall repair and replace any public utility lines located underground or overhead of any irrevocably restricted common element except where such repair or replacement is necessitated because of the negligence or misuse or neglect of the Home Owner to which the common element is restricted in use, in which event such Home Owner shall make such repairs or replacements at his own expense. The Board of Managers and its agents, employees and contractors shall have a right of access to any Home and to all portions of the common elements for the purpose of carrying out any of its obligations under these By-Laws or the Declaration of the Condominium. In the event that a Home Owner fails to make any maintenance or repair which maintenance or repair is necessary to protect any of the common elements or any other Home, the Board of Managers shall have the right to make such maintenance or repair (after the failure of the Home Owner to do so after 10 days written notice, or written or oral notice of a shorter duration in the event of any emergency situation) and to charge the Home Owner for the cost of all such repairs and/or maintenance. In the event that the Board of Managers charges a Home Owner for repairs or maintenance to his Home or for repairs to any common element restricted in use to such Home Owner, and the Home Owner fails to make prompt payment, the Board of Managers shall be entitled to bring suit thereon and, in such event, the Home Owner shall be liable for the reasonable Attorneys' fees and costs of such suit or proceeding together with interest on all sums due.

Section 7. Compensation. Managers and officers, as such, shall receive no compensation for their services.

Section 8. Meetings.

(a) The first meeting of each Board newly elected by the Home Owners shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Managers shall be held at the same place as the Home Owners meetings, and immediately after the adjournment of same, at which time the dates, places and times of regularly scheduled meetings of the Board shall take place.

(b) Regularly scheduled meetings of the Board may be held without special notice.

(c) Special meetings of the Board may be called by the President on two (2) days notice to each manager either personally or by mail or telegram.

Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of at least three (3) managers.

(d) At all meetings of the Board, a majority of the managers shall be necessary and sufficient to constitute a quorum for the transaction of business, and an act of the majority of the managers present at any meeting at which there is a quorum shall be the act of the Board of Managers, except as may be otherwise specifically provided by statute or by the Declaration or by these By-Laws. If a quorum shall not be present at any meetings of managers, the managers present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

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

(f) Members of the Board may participate in a meeting by means of a conference telephone call or similar communications equipment by means of which all persons participating in such meeting can hear each other and such participation shall constitute presence at such meeting.

Section 9. Annual Statement. The Board of Managers shall furnish to all Home Owners and their mortgagees and shall present annually (at the annual meeting, but in no event later than four months after the close of the fiscal year) and when called for by a vote of the Home Owners at any special meeting of the Home Owners, a full and clear statement of the business conditions and affairs of the Condominium, including a balance sheet and profit and loss statement verified by an independent public accountant and a statement regarding any taxable income attributable to the Home Owner and a notice of the holding of the annual Home Owners meeting.

Section 10. Fidelity Bonds. The Board of Managers shall require that all officers and employees of the Condominium handling or responsible for Condominium funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be a common expense.

Section 11. Liability of the Board of Managers, Officers and Home Owners. Any contract, agreement or commitment made by the Board of Managers shall state that it is made by the Board of Managers, as agent for the Home Owners as a group only and that no member of the Board of Managers, Officer of the Condominium nor individual Home Owners shall be liable for such contract, agreement or commitment. The Home Owners shall be liable as a group under such contract, agreement or commitment but the liability of each Home Owner shall be limited to such proportion of the total liability thereunder as his common interest bears to the common interest of all

Home Owners. The Board of Managers and Officers of the Condominium shall have no liability to the Home Owners in the management of the Community except for wilful misconduct or bad faith and the Home Owners shall severally indemnify all members of the Board of Managers and Officers of the Condominium against any liabilities or claims arising from acts taken by a member of the Board of Managers in accordance with his duties as such member except acts of wilful misconduct or acts made in bad faith. Such several liability of the Home Owners shall, however, be limited as to each Home Owner to such proportion of the total liability thereunder as such Home Owner's common interest bears to the common interest of all Home Owners.

ARTICLE IV. OFFICERS

Section 1. Elective Officers. The officers of the Condominium shall be chosen by the Board of Managers and shall be a president, a vice president, a secretary and a treasurer. The Board of Managers may also choose one or more assistant secretaries and assistant treasurers and such other officers as in their judgment may be necessary. All officers must be Home Owners, members of the First Board of Managers or designated members of the Board of Managers of the Sponsor.

Section 2. Election. The Board of Managers at its first meeting after each annual Home Owners Meeting shall elect a president, a vice president, a secretary and a treasurer. Only the president must be a member of the Board.

Section 3. Appointive Officers. The Board may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 4. Term. The officers shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Managers may be removed with or without cause, at any time, by the affirmative vote of a majority of the whole Board of Managers. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Managers.

Section 5. The President. The President shall be the chief executive officer of the Condominium; he shall preside at all meetings of the Home Owners and Managers, he shall be an ex-officio member of all standing committees, shall have general and active management of the business of the Condominium, shall see that all orders and resolutions of the Board are carried into effect and shall have such other powers and duties as are usually vested in the office of President of a stock corporation organized under the Business Corporation of the State of New York.

Section 6. The 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 and shall have such other powers and duties as are usually vested in the office of

Vice President of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 7. The Secretary. The Secretary and/or Assistant Secretary shall attend all sessions of the Board and all Home Owners meetings and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all Home Owners meetings and special meetings of the Board of Managers, and shall perform such other duties as may be prescribed by the Board of Managers or by the President, under whose supervision he shall be.

Section 8. The Treasurer. The Treasurer shall have the custody of the Condominium funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements in books belonging to the Condominium including the vouchers for such disbursements, and shall deposit all monies and other valuable effects in the name and to the credit of the Condominium in such depositories as may be designated by the Board of Managers.

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

He shall keep detailed financial records and books of account of the Condominium, including a separate account for each Home which, among other things, shall contain the amount of each assessment of common charges against such Home, the date when due, the amounts paid thereon and the balance remaining unpaid.

Section 9. Agreements, etc. All agreements and other instruments shall be executed by the President or such other person as may be designated by the Board of Managers.

ARTICLE V. NOTICES

Section 1. Definition. 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 or Home Owner, 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 manager or Home Owner at such address as appears on the books of the Condominium.

Section 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. FINANCES

Section 1. Checks. All checks or demands for money and notes of the Condominium shall be signed by the President and Treasurer, or by such other officer or officers or such other person or persons as the Board of Managers may from time to time designate.

Section 2. Assessments. The Board of Managers shall, from time to time, but at least annually, fix and determine the budget representing the sum or sums necessary and adequate for the continued operation of the Condominium and shall send a copy of the budget and supplement to the budget to every Home Owner and mortgagee. They shall determine the total amount required, including the operational items such as insurance, repairs, reserves, betterments, maintenance of the common elements and other operating expenses as well as charges to cover any deficits from prior years. The total annual requirements shall be assessed as a single sum against all Homes and prorated against each of said Homes according to the respective common interest appurtenant to such Homes. This proration of assessments shall remain constant regardless of the percentage of the building square footage included in each Home or the common elements restricted to the use of the Home Owner of said Home. Said assessments shall be payable monthly or such other manner as ordered by the Board of Managers. Special assessments, should such be required, shall be levied and paid in the same manner as hereinabove provided for regular assessments.

The Home Owner agrees to pay promptly when due the monthly common charges and all special assessments assessed against his own Home. In the event any Home Owner fails to make payment of his Common Charge, the Home Owner who owns such Home shall be obligated to pay (a) a "late charge" of \$.04 for each \$1.00 of such amounts which remain unpaid for more than ten (10) days from their due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid) and (b) interest at the rate of 2% per month (but in no event in excess of the maximum rate theretofore collected on such amounts) computed from the due date thereof, and (c) all expenses, including, without limitation, attorneys' fees paid or incurred by the Board or by any Managing Agent in any proceeding brought to collect such unpaid Common Charges or in an action to foreclose the lien on such Home Owner's Home arising from said unpaid Common Charges in the manner permitted by applicable law. All such "late charges", interest and expenses shall be added to and shall constitute Common Charges payable by such Home Owner. In addition, in the event of a default in payment of common charge assessments by any Home Owner, the Board, at its sole option, may declare the common charge assessment on said Home Owner's Home for the balance of the fiscal year immediately due and payable. Prior to making any such declaration following a default the Board shall send notice to the delinquent Home Owner and the mortgagee, if any, of such Home giving the Home

Owner a five day grace period in which to make his payment. The Board may take action to collect any common charges due from any Home Owner which remains unpaid 90 days from its due date by way of foreclosure of the lien on such Home in accordance with Section 339 of the Real Property Law or otherwise. The Sponsor will cause the Board of Managers to file a lien as provided for in Section 339-aa of the Real Property Law on Homes in which Sponsor is more than 30 days in arrears of common charges while it is in control of the Board of Managers.

No Home Owner shall be liable for any common charges which accrue against his Home subsequent to a sale, transfer or other conveyance by him of his Home in accordance with these By-Laws and the Declaration. A purchaser of a Home (other than a mortgagee or a purchaser at a foreclosure sale) shall be liable for the payment of all common charges assessed against the Home and unpaid at the time of the purchase.

Section 3. Foreclosures of Liens for Unpaid Common Charges. The Board shall have the power to purchase any Home at a foreclosure sale resulting from any action brought by the Board to foreclose a lien on the Home because of unpaid common charges. In the event of such purchase, the Board shall have the power to hold, lease, mortgage, vote, sell or otherwise deal with the Home. A suit to recover a money judgment for unpaid common charges shall also be obtainable separately without waiving the lien on the Home.

Section 4. Statement of Common Charges. Upon the written request of any Home Owner or his mortgagee, the Board shall promptly furnish such Home Owner or his mortgagee with a written statement of the unpaid common charges due from such Home Owner.

Section 5. Liability for Utilities. Any utility, including gas and electricity, consumed in the Homes shall be an expense of each individual Home Owner.

Section 6. Operating Account. There shall be established and maintained a cash deposit account to be known as the "Operating Account", into which shall be deposited the operating portion of all monthly and special assessments as fixed and determined for all Homes. Disbursements from said account shall be for the general need of the operation including, but not limited to, wages, repairs, betterments, maintenance and other operating expenses of the common elements and for the purchase, lease, sale or other expenses resulting from the purchase or lease of Homes.

Section 7. Other Accounts. The Board shall maintain any other accounts it shall deem necessary to carry out its purpose.

ARTICLE VII. INSURANCE AND INSURANCE TRUSTEE

Section 1. Insurance to be Carried by the Board. The Board of Managers shall be required to obtain and maintain, to the extent obtainable, the following insurance: blanket property insurance, liability insurance as provided below, flood insurance (if applicable), fidelity bond coverage, insuring all of the Common Elements, Limited Common Elements and the Homes in the Building in the Condominium (except land, foundations, excavation and other items normally excluded from coverage) including fixtures, to the extent they are part of the Common Elements of the Condominium, building service equipment and supplies, and other common personal property belonging to the Condominium. In addition, any fixtures, equipment or other property within the Homes originally provided by Sponsor which are to be financed by a mortgage (regardless of whether or not such property is part of the Common Elements, but not including wall, ceiling or floor decoration, furniture, furnishings or other personal property supplied or installed by the Home Owners), contained therein, covering the interest of the Condominium, the Board of Managers and all Home Owners and their mortgagees, as their interest may appear, in an amount equal to the full replacement value of the Building, exclusive of land foundation, excavation and other items normally excluded from coverage. Each of such policies shall be in favor of the Condominium, and shall contain a New York standard mortgagee clause in favor of each mortgagee of a Home which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee as defined below; and such other insurance as the Board of Managers may determine. All such policies shall provide that adjustment of loss shall be made by the Board of Managers with the approval of the Insurance Trustee, as defined below, and that the net proceeds thereof, if \$100,000 or less, shall be payable to the Board of Managers, and if more than \$100,000 shall be payable to the Insurance Trustee. Each Home Owner and each Home Owner's mortgagee, if any, shall be beneficiaries of the policy in the percentage of common ownership applicable to said Home.

The fire insurance will commence with the Closing of Title to the first Home in an amount as required by the mortgagee of such Home and such amount will be increased upon the Closing of Title to all Homes. Until the first meeting of the Board of Managers following the first Home Owners meeting, such insurance will be at least in the sum as provided for in the estimated first year budget contained in the Offering Plan upon completion of the Building.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro rata liability of the insurer as a result of any insurance carried by Home Owners or of the invalidity arising from any acts of the insureds or any Home Owners, and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days prior written notice to all of the insured, including all mortgagees of a Home. Duplicate originals of all policies of physical damage insurance and of all renewals thereof together with proof of payment of premiums, shall be delivered to all mortgagees of a Home at least ten (10) days prior to expiration of

then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Managers shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the Building, including all of the Common Elements appurtenant thereto for the purpose of determining the amount of fire insurance to be effected pursuant to this Section.

All policies must also provide for the following: recognition of any, Insurance Trust Agreement; a waiver of the right of subrogation against Home Owners individually; that the insurance is not prejudiced by any act or neglect of individual Home Owners which is not in the control of such Home Owners collectively; and that the policy is primary in the event the Home Owner has other insurance covering the same loss. All policies shall include the standard form of a "Special Condominium Endorsement" or its equivalent. All policies shall include an "Agreed Amount Endorsement" and, if available, an "Inflation Guard Endorsement".

The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Managers may from time to time determine, covering the Common Elements, each Member and Officer of the Board of Managers, the managing agent and each Home Owner. Such public liability coverage shall also cover cross liability claims of one insured against another. Until the first meeting of the Board of Managers following the first annual Home Owners meeting, such public liability insurance shall be a minimum of \$1,000,000 covering all claims for bodily injury, deaths and property damage arising out of one occurrence in connection with the operation, maintenance or use of the Common Elements. Such policies must provide that they may not be cancelled or substantially modified, by any party, without at least 10 days' prior written notice to the Condominium and to each holder of a first mortgage on any Home in the Condominium which is listed as a scheduled holder of a first mortgage in the insurance policy. Such coverage may also include protection against such other risks as are customarily covered with respect to condominiums similar in construction, location and use, including, but not limited to, host liquor liability, employers liability insurance, contractual and all-written contract insurance, comprehensive automobile liability insurance and Directors and Officers Liability Insurance, if available. Such public liability insurance shall commence on the closing of title to the first Home.

In addition to the above, blanket fidelity bonds shall be required to be maintained by the Condominium for all officers, directors and employees of the Condominium and all other persons handling or responsible for, funds of or administered by the Condominium. In the event a management agent has the responsibility for handling or administering funds of the Condominium, the management agent shall be required to maintain fidelity bond coverage for its officers, employees and agents handling or responsible for funds of, or administered on behalf of the Condominium. Such fidelity bonds shall name the Condominium as an obligee and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Condominium or the management agent, as the case may be, at any given time during the term of each bond. In no event may the aggregate amount of such bonds be less

than a sum equal to 3 months aggregate assessments on all Homes plus reserve funds. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions. The premiums on all bonds required herein, except those maintained by the management agent, shall be paid by the Condominium as a Common Expense. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least 10 days' prior written notice to the Condominium or Insurance Trustee. Such bonds shall also provide that, if applicable, the Federal National Mortgage Association, ("FNMA") Services on behalf of FNMA, also receive such notice of cancellation or modification.

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

Section 2. The Insurance Trustee. The Board of Managers on behalf of the Condominium, shall name an authorized representative, including any trustee with whom the Condominium may enter into any Insurance Trust Agreement or any successor to such trustee (each of whom shall be referred to herein as the "Insurance Trustee") who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance and to perform such other functions as are necessary to accomplish this purpose subject to the adjustment of loss provision contained in the first paragraph of this Section 1 of Article VII. The Insurance Trustee shall be a bank or trust company located in the State of New York, designated by the Board of Managers and costs associated with the Insurance Trustee shall constitute a Common Expense of the Condominium. In the event the Insurance Trustee resigns or fails to qualify, the Board of Managers shall designate a new Insurance Trustee which shall be a bank or trust company located in the State of New York. The Insurance Trustee shall have a capital, surplus and undivided profits of \$50,000 or more.

Section 3. Restoration or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of the Buildings as a result of fire or other casualty (unless seventy-five [75%] percent or more of the Homes are destroyed or substantially damaged and seventy-five [75%] percent or more of the Home Owners do not duly and promptly resolve to proceed with repair or restoration), the Board of Managers shall arrange for the prompt repair and restoration of the Buildings (including any damaged Homes, and any kitchen or bathroom fixtures initially installed therein by the Sponsor, any heating, air conditioning or other service machinery which is covered by insurance but not including any wall, ceiling or door decorations or coverings or other furniture, furnishings, fixtures or equipment installed by Home Owners in the Homes), and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and

restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Managers may assess all the Home Owners for such deficit as part of the common charges.

If seventy-five [75%] percent or more of the Homes are destroyed or substantially damaged and seventy-five [75%] percent or more of the Home Owners do not duly and promptly resolve to proceed with repair or restoration, the Property shall be subject to an action for partition at the suit of any Home Owner or lienor, as if owned in common in which event the net proceeds of sale, together with the net proceed of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration then the excess of such insurance proceeds) shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among all the Home Owners in proportion to the respective common interests, after first paying out of the share of each Home Owner the amount of any unpaid liens on his Home, in the order of the priority of such liens.

ARTICLE VIII. HOUSE RULES

Section 1. In addition to the other provisions of these By-Laws, the following house rules and regulations together with such additional rules and regulations as may hereafter be adopted by the Board of Managers shall govern the use of the Homes and the conduct of all residents thereof.

Section 2. In accordance with the Declaration of Covenants and Restrictions (“Declaration of C & R’s”) recorded in the Suffolk County Clerk’s Office in Liber D00013024 Page 176, there are affordability sale and resale restrictions in the Declaration of C & R’s (a copy of which is set forth in Part II of the Offering Plan, as Schedule L), and in Section 198-13(I) of the Huntington Town Code (“Affordable Housing Law”, a copy of which is set forth in Part II of the Offering Plan as Schedule M).

Section 3. Owners of a Home, members of their families, their employees, guests and their pets shall not use or permit the use of the premises in any manner which would be illegal or disturbing or a nuisance to other said owners, or in such a way as to be injurious to the reputation of the Condominium.

Section 4. The common elements shall not be obstructed, littered, defaced or misused in any manner.

Section 5. Every Home Owner shall be liable for any and all damage to the common elements and the property of the Condominium, which shall be caused by said Home Owner or such other person for whose conduct he is legally responsible.

Section 6.

(a) Every Home Owner must perform promptly all maintenance and repair work to his own Home which, if omitted, would affect the Community in its entirety or in a part belonging to other Home Owners, or the building of which his Home forms a part, he being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) All the repairs to internal installations of the Home located in and servicing only that Home, such as telephones and sanitary installations shall be at the Home Owner's expense.

(c) All screen storm doors must conform to models installed by the builder and may not be installed without the approval of the Board of Managers.

Section 7. A Home Owner may not make any alterations to any part of the common elements nor may any structure be built on any portion of the common elements or restricted common elements without the written consent of the Board of Managers. No alterations to the inside of a Home which would impair the structural soundness of the building may be made without the written consent of the Board of Managers. Consent may be requested by mailing a letter, certified mail, return receipt requested to the Management Agent, if any, or to the President of the Board of Managers, if no Management Agent is employed. The Board of Managers shall have the obligation to answer within sixty days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration. All work done pursuant to this Section must be done in accordance with all applicable rules, regulations, permits and zoning ordinances of any governmental agencies having jurisdiction thereof. All necessary approvals must be obtained and submitted to the Board of Managers upon submission of the written request for consent to do the work to the Board of Managers. Any interior alterations or improvements made to a Home shall be made in accordance with all applicable rules, regulations and zoning ordinances of any governmental agencies having jurisdiction thereof. This paragraph shall not apply to Sponsor.

Section 8.

(a) No resident of the Condominium shall post any signs, advertisement, or posters of any kind in or on the Condominium including "For Sale" and "For Rent" signs except as authorized and approved by the Board of Managers.

(b) It is prohibited to hang garments, rugs, etc., from the windows or from the Building or to string clothes lines on or over the common elements or to use any of the common elements for storage purposes.

(c) No Home Owner shall paint the exterior surfaces of the windows, walls or doors opening out of his Home.

(d) Commercial license plate vehicles may not be parked in the Community for a period in excess of 24 hours or between the hours of 10:00 P.M. and 6:00 A.M.

(e) No person shall park an automobile, boat, trailer, off-track vehicle, camper, bus, truck, snowmobile or other commercial or recreational vehicle (collectively "Vehicles") or otherwise obstruct any Home Owner's use of ingress or egress to any parking space, nor may any Vehicle be parked on the Common Areas except in designated parking areas. The driveway in front of each garage is restricted in use to the owner of the Home in which such garage is located.

(f) No repair of a Vehicle as referred in (e) above shall be made in any of the roadways, driveways or parking areas of the Condominium, nor shall such areas be used for storage or overnight parking of any Vehicle as referred to in (e) above, except for a Members automobile, without the written permission of the Board.

(g) No tents are permitted on any portion of the common areas without the consent of the Board of Managers.

(h) All dogs, cats, and other pets must be leashed and shall not be permitted to run loose. Home Owners shall be responsible for picking up and disposing of their pet's waste and for any damage caused by their pets to the Common Areas. No cages or "runs" shall be constructed on the Common Areas.

(i) No television or radio antenna or any other type of receiving or transmitting antenna or structure shall be erected on the exterior Home without the prior written consent of the Board of Managers, except for individual satellite dishes not exceeding 18" in diameter provided that do not extend beyond the highest point of the roof and are not visible from the street.

(j) Any Home Owner who mortgages or sells his Home shall immediately notify the Board of Managers, providing the name and address of his mortgagee or new Home Owner.

(k) The Board of Managers shall, at the request of the mortgagee of the Home, report any delinquent assessments due from the Owner of such Home.

(l) No Home Owner shall install or permit to be installed any window mounted or through the wall mounted air conditioning unit in his Home.

(m) Every Member shall be liable for any and all damage to the Common Area, which shall be caused by said Member, its permitted lessees and occupants of Homes, their respective family members and guests and such other person for whose conduct the Member is legally responsible.

(n) No Home Owner shall make or permit any disturbing noises in any Home or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other Home Owners.

(o) Upon receipt, by the President of the Board of Managers or by the Managing Agent, of a signed written complaint alleging violation of any of the House Rules or other provisions of the By-Laws as herein established or hereafter established or adopted by the Board of Managers, the President of the board, or in his absence, the Vice President together with a minimum of two (2) other members of the Board, without a formal meeting of the Board, shall make a determination as to the validity of the complaint. If in their determination the complaint is valid and justified the Managing Agent shall be directed to send written notice to the violator. If the violation is not corrected or eliminated within a period of three (3) days from the date of receipt of such notice, another notice will be sent levying a fine of up to \$100.00 upon the violator; such fine is to be considered as an additional common charge to the account of the violator and shall be treated as such regarding late penalties and a lien upon the property as elsewhere provided for in the Declaration of Condominium, By-Laws or Offering Plan. If after imposition of a fine the violation is not corrected or eliminated, the Board of Managers may assess additional fines of up to \$100.00 each after serving written notice upon the violator as provided for above. If the violation results in loss of or damage to property classified as common area, the Board of Managers shall itself or direct the Managing Agent, if employed, to have said loss or damage repaired or replaced and the actual cost of said repair or replacement shall be assessed to the violator as an additional common charge.

The above provisions shall not apply to the Sponsor unless required: (a) to comply with applicable laws or regulations, or (b) to remedy any notice of violation.

ARTICLE IX. DEFAULT

In the event a Home Owner does not pay any sums, charges or assessments required to be paid when due, the Board of Managers, acting in behalf of the Board shall notify the Home Owner and the mortgagee, if any, of such Home. If such sum, charge or assessment shall remain unpaid for 90 days after the giving of such notice, the Board may foreclose the lien encumbering the Home as a result of the non-payment of the required monies as set forth in the Declaration (subject to the lien of any first mortgage), in the same manner as the foreclosure of a mortgage. In the event the owner of a Home does not pay the assessment required to be paid by him on its due date, the Board of Managers may collect said fees and take such action as is provided in Article VI Section 2 of these By-Laws and said Home Owner shall be liable for the Condominium's reasonable costs and a reasonable attorney's fee incurred by it incident to the collection or enforcement of such lien.

ARTICLE X. AMENDMENTS

These By-Laws may be altered, amended or added to at any duly called Home Owners meeting; provided: (1) that the notice of the meeting shall contain a full statement of the proposed amendment; (2) that the amendment shall be approved by sixty-six and two-thirds percent (66 2/3%) of the Home Owners in number and common interest and (3) said amendment shall be set forth in a duly recorded amendment to the Declaration. However, no amendment will affect or impair the validity or priority of the Home Owners' interest and the interests of holders of a mortgage encumbering a Home or Homes. No amendment, modification, addition or deletion of, to or from the By-Laws or any Rules and Regulations shall be effective in any way against Sponsor or its designee or any unsold Home, as long as the Sponsor owns an unsold Home in the Condominium unless Sponsor has given its prior written consent thereto. This provision is not subject to Amendment.

In addition, in the case of material changes, approval must be obtained from first mortgage holders representing at least 51% of the votes of Homes that are subject to first mortgages. A change to any of the following would be considered as material: voting rights; assessments, assessment liens, or subordination of assessment liens; reserves for maintenance, repair and replacement of common areas; responsibility for maintenance and repairs; reallocation of interests in the general or limited common areas, or rights to their use; boundaries of any Home; convertibility of Homes into common areas or vice versa; expansion or contraction of the project, or the addition, annexation or withdrawal of property to or from the project; insurance or fidelity bonds; leasing of Homes; imposition of any restrictions on a Home Owner's right to sell or transfer his or her Home; a decision by the Condominium to establish self management when professional management had been required previously by an eligible mortgage holder; restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents; any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or any provisions that expressly benefit mortgage holders, insurers or guarantors.

An addition or amendment to these By-Laws shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. Any eligible mortgage holder who received a written request to approve amendments who does not deliver to the Condominium a negative written response within 30 days of the receipt of the request shall be deemed to have approved such amendment.

ARTICLE XI. SELLING AND LEASING HOMES

Section 1. Selling and Leasing Homes. Any Home may be conveyed by its Homeowner subject to local zoning ordinances and the requirements set forth in the Affordable Housing Law of the Town of Huntington and the Declaration of Covenants and Restrictions dated June 9, 2021 and to be recorded in the Suffolk County Clerk's

Office. No Home Owner shall convey, mortgage, pledge, hypothecate or sell his Home unless and until all unpaid common charges assessed against his Home shall have been paid to the Board of Managers. However, such unpaid common charges can be paid out of the proceeds from the sale of a Home, or by the Grantee. The Homes are subject to Section 198-13(i) of the Huntington Town Code ("Affordable Housing Law") and the affordability provisions set forth in the foregoing Declaration of Covenants and Restrictions. All sales and resales of Homes shall be monitored for compliance by the Community Development Agency as specified in §198-13(l)

Further, a Home Owner may convey his Home and his common interest appurtenant thereto, to the Board of Managers on behalf of all Home Owners free of any cost to the Board or the Home Owners and upon such conveyance such Home Owner shall not be liable for any common charges thereafter accruing against such Home. Any sale or lease of any Home in violation of this section shall be voidable at the election of the Board of Managers.

Whenever the term "Home" is referred to in this section, it shall include the Home, the Home Owners undivided interest in the common elements and the Home Owners interest in any Homes acquired by the Board of Managers.

ARTICLE XII. CONDEMNATION

In the event all or part of the common elements are taken in condemnation or eminent domain proceedings, the award from such proceedings shall be paid to the Insurance Trustee if the award is more than \$100,000 and to the Board of Managers if the award is \$100,000 or less, to be distributed in accordance with Section 3 of Article VII but in the following amounts:

(a) so much of the award as is applicable to unrestricted common elements, to the Home Owners pro rata according to the respective common interest appurtenant to the Homes owned by such Home Owners.

(b) So much of the award as is applicable to irrevocably restricted common elements to the Home Owner having general use of such common element.

In such eminent domain or condemnation proceeding the Board shall request that the award shall set forth the amount allocated to unrestricted common elements and to each irrevocably restricted common element. In the event the award does not set forth such allocation then the question of such allocation shall be submitted to the arbitration in accordance with the Arbitration Statutes of the State of New York.

ARTICLE XIII. MISCELLANEOUS

Section 1. Insurance. Under no circumstances shall a Home Owner permit or suffer anything to be done or left in his Home which will increase the insurance rates on his Home or any other Home or on the common elements.

Section 2. Severability. Should any of the covenants, terms or provisions herein imposed be void or be or become unenforceable at law in equity, the remaining provisions of these By-Laws shall, nevertheless, be and remain in full force and effect.

Section 3. Notice to Condominium. A Home Owner who mortgages his Home, shall notify the Condominium through the management agent, if any, or the President of the Board of Managers in the event there is no management agent, of the name and address of his mortgagee; and the Board of Managers shall maintain such information in a book entitled "Mortgagees of Homes".

Section 4. Notice of Unpaid Assessments. The Board of Managers shall at the request of a mortgagee of a Home, report any unpaid assessments due from the Home Owners of such Home.

Section 5. Examination of Books and Records. Every Home Owner or his representative and mortgagee shall be entitled to examine the books and records of the Condominium on reasonable notice to the Board but not more often than once a month.

Section 6. Reports to Unit Owners. It is the obligation of the Board of Managers of the Condominium to give all Unit Owners annually:

- (i) a financial statement of the Condominium prepared by a certified public accountant or public accountant by a specific date; such statement shall be certified while the Sponsor retains a majority of the Members of the Board of Managers and such statement shall be provided within four (4) months of the end of each fiscal year;
- (ii) prior notice of the annual Unit Owners meeting; and
- (iii) a copy of the proposed annual budget of the Condominium within thirty (30) days of the date set for adoption by the Board of Managers. While Sponsor is in control of the Board of Managers such budget will be certified in accordance with the regulations of the Department of Law.

The cost of such reports shall be a Condominium expense. In addition, during said period the Sponsor will be required to provide a Certification of Adequacy of the budget for the Condominium from a Managing Agent or other expert who is unaffiliated with the Sponsor.

Section 7. Construction. Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter; singular or plural; wherever the context so requires.

Section 8. Compliance with Article 9-B. These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Laws 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 the Statute or of the Declaration, whichever the case may be, shall control.

JAMES V. DELUCCA, RA
 12 Linda Lane East
 Riverhead, NY 11901

ADDENDUM TO DESCRIPTION OF PROPERTY REPORT

September 26, 2022

**RE: COLUMBIA TERRACE CONDOMINIUM
 Huntington Station, New York**

The Description of Property Report that was prepared by Jeffrey A. Hartman, P.E., dated September 14, 2021 (the "Report"), which Report was included in Part II of the Offering Plan for the subject Condominium is revised to the extent that the as-built square footages for certain of the Units is revised from the square footages set forth in the Report. The as-built square footages of the Units is as follows:

Bldg. # / Floor #	Unit #	Unit Square Feet	Uninhabitable Space	
			Deck	Patio
A/2	1	1,200	51	0
A/1	2	1,119	0	51
B/2	3	1,200	51	0
B/1	4	1,119	0	51
B/2	5	840	51	0
B/1	6	773	0	51
B/2	7	840	51	0
B/1	8	773	0	51
B/2	9	1,200	51	0
B/1	10	1,119	0	51
C/2	11	1,200	51	0
C/1	12	1,119	0	51
C/2	13	840	51	0
C/1	14	773	0	51
		14,115	357	357




7841698.1

EXHIBIT "F"

CERTIFICATION BY SPONSOR'S ARCHITECT
PURSUANT TO 13 NYCRR 20.4(c)

Department of Law
State of New York
28 Liberty Street, 21st Floor
New York, NY 10005

RE: COLUMBIA TERRACE CONDOMINIUM

The sponsor of the offering plan to convert the captioned property to condominium ownership retained me to prepare a report describing the construction of the property (the "Report"). I examined the building plans and specifications that were prepared by Jeffrey Hartman dated 6/22/2018 and prepared the Report dated 9/14/21. I am supplementing the Report in this addendum dated 9/26/22 (the "Addendum"), a copy of which is intended to be incorporated into the offering plan so that prospective Purchasers may rely on the Report and Addendum.

I am a registered Architect in the State in which the property is located.

I understand that I am responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to this Addendum.

I have read the entire Addendum and investigated the facts set forth in the Addendum and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

I certify that the Addendum:

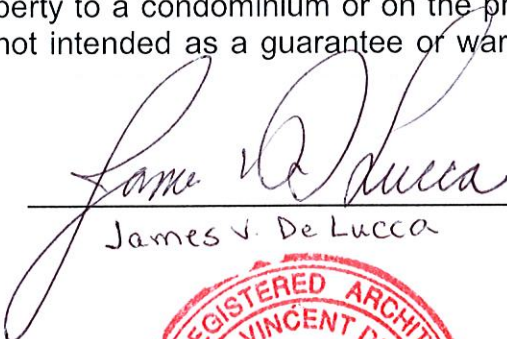
- (i) sets forth in narrative form the aspects of the property discussed in the addendum as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that I examined;
- (ii) in my professional opinion affords potential investors, purchasers, and participants an adequate basis upon which to found their judgment concerning the aspects of the property discussed in the addendum as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that I examined;
- (iii) does not omit any material fact;

7838158.1

EXHIBIT "G"

- (iv) does not contain any untrue statement of a material fact;
- (v) does not contain any fraud, deception, concealment, or suppression;
- (vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
- (vii) does not contain any representation or statement which is false, where I:
 - (a) knew the truth;
 - (b) with reasonable effort could have known the truth;
 - (c) made no reasonable effort to ascertain the truth; or
 - (d) did not have knowledge concerning the representation or statement made.

I further certify that I am not owned or controlled by and have no beneficial interest in the sponsor and that my compensation for preparing this Addendum is not contingent on the conversion of the property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.



 James V. De Lucca

Sworn to before me this
 27th day of September, 2022.



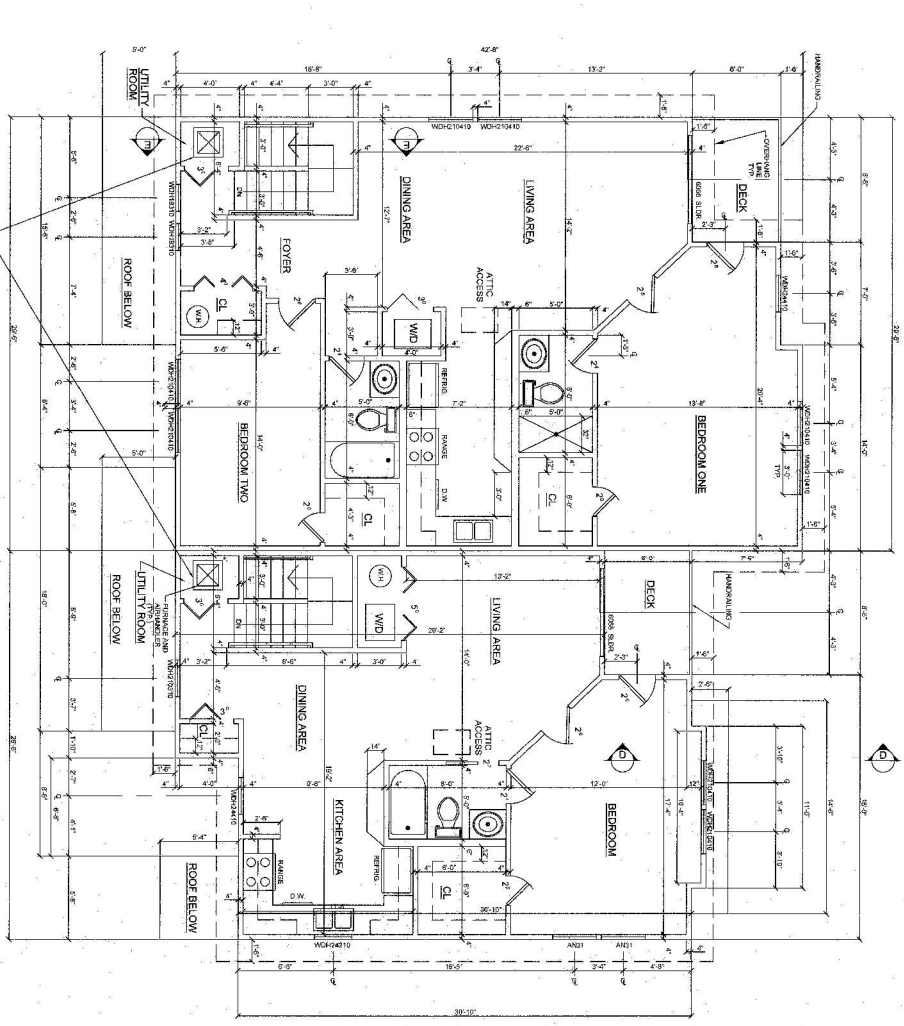
 Notary Public



TIMOTHY R. FRANCIS
 Notary Public, State of New York
 Registration No. 01FR638949
 Qualified In Suffolk County
 Commission Expires March 25, 2023



FRONT OF BUILDING STREET ENTRANCE



FRONT ACCESS OF BUILDING MUST BE MAINTAINED TO PROVIDE A MINIMUM OF 4' CLEARANCE FOR SERVING AND CLEANING TRAY. ALL FINISHES ARE PROVIDED WITH DIRECT VENT EXHAUST AND CONNECTION AIR PIPING TO THE ROOF OR TO THE STAIR WELLS.

TWO BEDROOM UNIT
1200 S.F.
51 S.F. DECK

ONE BEDROOM UNIT
840 S.F.
51 S.F. DECK

REAR OF BUILDING PARKING LOT ENTRANCE

FOUR UNIT BUILDING
SECOND FLOOR PLAN
SCALE: 1/4"=1'-0"

- NOE: HEADER
- NOY: JOIST
- NOZ: STUD
- NOA: GIRDER
- NOB: JOIST
- NOC: STUD
- NOE: WINDOW
- NOF: DOOR
- NOG: WINDOW
- NOH: DOOR
- NOI: WINDOW
- NOJ: DOOR
- NOK: WINDOW
- NOE: WINDOW
- NOF: DOOR
- NOG: WINDOW
- NOH: DOOR
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- NOJ: DOOR
- NOK: WINDOW
- NOE: WINDOW
- NOF: DOOR
- NOG: WINDOW
- NOH: DOOR
- NOI: WINDOW
- NOJ: DOOR
- NOK: WINDOW

CLEARANCES AND ACCESSIBILITY
For egress or opening, 3'4" from clear height of door to top of door frame and 3'4" from clear height of door to bottom of door frame.
For egress or opening, 3'4" from clear height of door to top of door frame and 3'4" from clear height of door to bottom of door frame.
For egress or opening, 3'4" from clear height of door to top of door frame and 3'4" from clear height of door to bottom of door frame.
For egress or opening, 3'4" from clear height of door to top of door frame and 3'4" from clear height of door to bottom of door frame.

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	05/16/2016
2	ISSUED FOR PERMITS	05/16/2016
3	ISSUED FOR PERMITS	05/16/2016
4	ISSUED FOR PERMITS	05/16/2016
5	ISSUED FOR PERMITS	05/16/2016
6	ISSUED FOR PERMITS	05/16/2016
7	ISSUED FOR PERMITS	05/16/2016
8	ISSUED FOR PERMITS	05/16/2016
9	ISSUED FOR PERMITS	05/16/2016
10	ISSUED FOR PERMITS	05/16/2016
11	ISSUED FOR PERMITS	05/16/2016
12	ISSUED FOR PERMITS	05/16/2016
13	ISSUED FOR PERMITS	05/16/2016
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45	ISSUED FOR PERMITS	05/16/2016
46	ISSUED FOR PERMITS	05/16/2016
47	ISSUED FOR PERMITS	05/16/2016
48	ISSUED FOR PERMITS	05/16/2016
49	ISSUED FOR PERMITS	05/16/2016
50	ISSUED FOR PERMITS	05/16/2016



JAMES V. DE LUCCA, R.A.
12 LINDA LANE EAST
RIVERHEAD, N.Y. 11901
(631) 727-1611

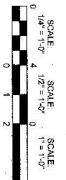
COLUMBIA TERRACE CONDOMINIUMS
HUNTINGTON STATION, NEW YORK

REVISIONS	DATE	BY
1	3/18/2016	JVD
2	5/9/2016	JVD
3	5/16/2016	JVD
4	6/2/2017	JVD
5	9/28/2022	JVD

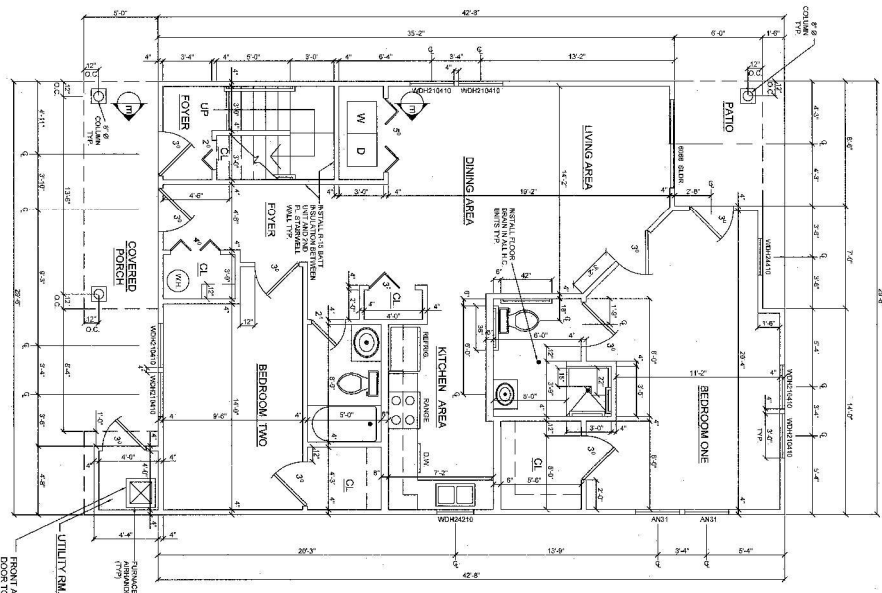
CONTRACT NO.
CDA 2017-100

A-11

COLUMBIA STREET



FRONT OF BUILDING STREET ENTRANCE

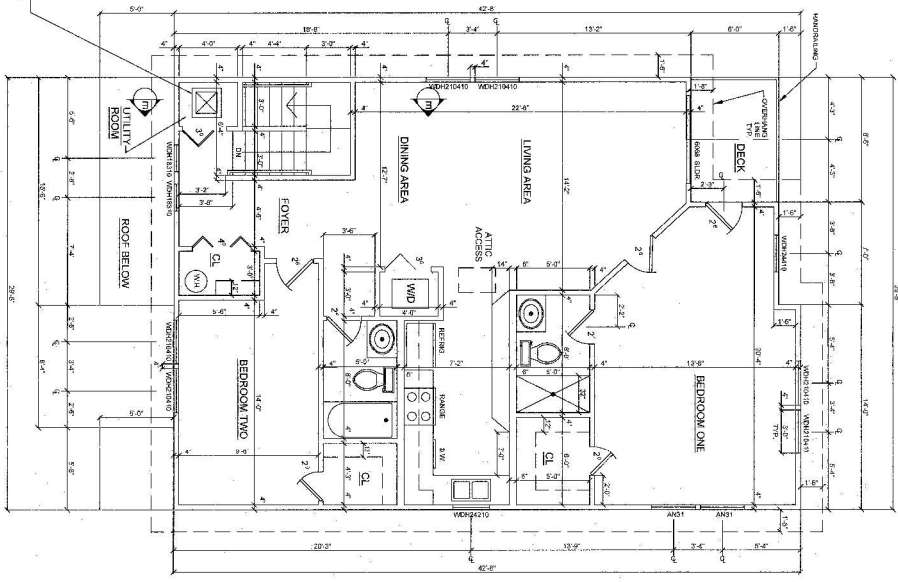


TWO UNIT BUILDING
FIRST FLOOR H.C. PLAN
SCALE: 1/4" = 1'-0"
1,119 S.F.
51 S.F. PATIO

REAR OF BUILDING PARKING LOT ENTRANCE

- 1/4" = 1'-0"
- 1/2" = 1'-0"
- 3/4" = 1'-0"
- 1" = 1'-0"
- 2" = 1'-0"

FRONT OF BUILDING STREET ENTRANCE



TWO UNIT BUILDING
SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"
1,200 S.F.
51 S.F. DECK

REAR OF BUILDING PARKING LOT ENTRANCE

CLARIFICATIONS AND ACCESSIBILITY

For planning or existing 3' of vertical clearance in

HEIGHT	WIDTH	DEPTH	AREA	TYPE
6'0"	4'0"	3'0"	12'0"	CL.
6'6"	4'6"	3'6"	13'2"	CL.
7'0"	5'0"	4'0"	14'0"	CL.
7'6"	5'6"	4'6"	15'2"	CL.
8'0"	6'0"	5'0"	16'0"	CL.
8'6"	6'6"	5'6"	17'2"	CL.
9'0"	7'0"	6'0"	18'0"	CL.
9'6"	7'6"	6'6"	19'2"	CL.
10'0"	8'0"	7'0"	20'0"	CL.
10'6"	8'6"	7'6"	21'2"	CL.
11'0"	9'0"	8'0"	22'0"	CL.
11'6"	9'6"	8'6"	23'2"	CL.
12'0"	10'0"	9'0"	24'0"	CL.

NOTE: For equivalent or non-equivalent height, see ADA Accessibility Guidelines, 2010 Edition.

LEGEND

SCAFFIT WITH HVAC SUPPLY DUCT ENCLOSED

SCAFFIT WITH HVAC SUPPLY DUCT ONLY

NOTE: SEE HVAC FLOOR PLAN FOR SCAFFIT SIZE THAT IS CONFORMING TO AIAA/DCA/DOCKWORK

DESIGNED
J.V.D.

DRAWN
L.K.E.

CHECKED
M.A.S.

DATE
8/27/2014

SCALE
AS NOTED

COLUMBIA STREET
A-14

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ODA 2017-100

JAMES V. DE LUCCA, R.A.
12 LINDA LANE EAST
RIVERHEAD, N.Y. 11901
(631) 727-1611

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9/26/2022	JVD	