



BRIGHTWATER TOWERS
CONDOMINIUM

501-601 SURF AVENUE BROOKLYN NY 11224 TEL: 718-266-2175 FAX: 718-266-2542

PURCHASE APPLICATION

Thank you for your interest in purchasing an apartment and/or parking space in Brightwater Towers Condominium.

Please fill out the enclosed application in its entirety and submit it to the Management office with all required documentation and applicable fees.

If you have any questions about this application, please contact the Management office at (718) 266-2175 for assistance.

Thank You

GENERAL NOTES

Units Purchasing

1. Brightwater Towers Condominium consists of 734 apartments (units) and 530 deeded parking spaces.
2. Each unit and parking space in the condominium represent a separate real estate property and have an assigned individual tax lot on NYC tax map.
 - a. Units and parking spaces can be purchased or sold together as one package or separately.
 - b. If a parking space is sold separately, it can be purchased exclusively by Brightwater Towers Condominium unit owner (s) in good standing.
 - c. *PARKING SPACE PURCHASE APPLICATION* is available at the Management office.
3. Units and parking spaces can be purchased either by individuals or by entities (such as various forms of Trusts, LLCs and other types of entities).
4. Specifics of purchasing by an Entity:
 - a. Additional forms are required for purchase made by an entity. Please, inquire at the Management office for details.
 - b. Entity documents are subject to Brightwater Towers Condominium's pre-sale legal review as the part of the purchase process. Additional fees apply. Please, inquire at the Management office for details.
5. Ownership and leasing arrangements for the units purchased by entities:
 - a. If purchase is made by an entity, that entity becomes the **solo legal owner and the landlord** of the unit and or/parking space.
 - b. Therefore, any entity executives (presidents, trustees, etc.) are only the owners of that entity but NOT the owners of the unit.
 - c. As the result, **all occupants** of the unit, bought by an entity, including executives of that entity, will be considered **renters**.
 - d. Therefore, all occupants (renters) must agree and sign an approved lease agreement with the entity-owner (landlord). Such agreement should be signed by entity legal appointed representative.
 - e. The above-mentioned lease application must be submitted to the Brightwater Towers Condominium Management office. Appropriate fees associated with the lease apply. Please, inquire the Management office for details.

Units Leasing:

1. Leasing of the units and parking spaces in Brightwater Towers Condominium is permitted from the day of closing of sale.
2. Parking spaces can be leased **ONLY** to the current Brightwater Condominium residents.
3. All unit leases are subject to the Board of Managers' review and approval. Lease application must be submitted to the Management Office along with all applicable fees. Lease application is to be renewed annually; renewal fees apply. Please, inquire the Management office for details.

Common Charges:

1. All unit owners must pay a monthly common charge (maintenance) fee. There are separate common charges for the apartment units and for the parking spaces. Currently the monthly common charges include but not limited to utilities (electric, gas, water/sewer, heating), pool maintenance, security services, Brightwater Towers Condominium insurance Policies, cleaning of common areas, maintenance of the infrastructure, and other expenses.
2. Late fee of \$50.00 is applied to the unit's account if the payment is not received by the 10th of each month.

BWT Important Policies:

1. **Non-Smoking Policy.** Brightwater Towers Condominium is full non-smoking property. Smoking is prohibited **everywhere** at the Condominium, including lobbies, hallways, individual units (apartments), terraces, outdoors and the entire parking lot territory. For details and a copy of the full policy, please inquire in the Management Office.
2. **Pet Policy.** If the purchaser plans to live in the unit and has a pet, please, inquire in the Management Office for additional forms and pet policy and rules. Registration of the dog will be required.

Compliance:

1. All residents of Brightwater Towers Condominium must comply with By-Laws and House Rules. House rules are posted at our website at www.bwtcondos.com
2. Please be advised that the property is being monitored 24/7 by security personnel and camera surveillance system.
3. Non-compliance with the House rules may result in a warning or violation notice depending on the nature of the incident.
4. Violations may result in penalties that would be applied to the owners' accounts. Penalties vary from \$250.00 to \$5000.00 per incident.
5. Penalties and other fees (late fees, legal fees, repair fees, etc.) are withdrawn BEFORE the common charges.

Board of Managers Rights

1. Request a personal interview after all application documents are submitted and reviewed.
2. Perform a pre-sale inspection of the unit to assure compliance with Brightwater Towers Condominium and governmental agencies' safety policies and regulations.
3. Collect all outstanding balance on the sellers' unit account prior to the approval of the purchase.
4. Send a representative to the closing as needed. Fee for such visit would be billable to the seller.
5. Exercise the Right of First Refusal.

REQUIRED INFORMATION AND DOCUMENTATION

Please indicate:

_____ Unit (building and unit number). _____ Tax lot number
_____ Parking spot number _____ Tax lot number

Forms

- All forms must be completed and signed.
- Incomplete forms will not be considered for review.

- Acknowledgement of Fees Form
- Purchase Application Details
- Applicant Personal Information Form
- Applicant Financial Information Form
- Declarations and Addendum to Contract of Sale
- Consumer Report Authorization Form – for each applicant
- Unit Occupancy Rider.
- Emergency Contacts Form
- Notification of Legal Mailing Address of Unit Owner Form
- Core Acknowledgement Form
- Disclosure of Information on Lead-Based Paint and/or Lead-Based Hazards Form
- Window Guards Acknowledgement Form
- Purchase Acknowledgement of the Unit Conditions
- Voting Assignment Form (if applicable. Inquire Management Office for details)
- Entity Affidavit Form (if applicable. Inquire Management Office for details)
- Pet Information and Registration Form (if applicable. Inquire Management Office for details)

ADDITIONAL DOCUMENTS

(please submit copies)

- Contract of Sale – signed and dated by all parties; all riders included.
Indicate Sale Items (please include copies of the deed if applicable).
 - If purchased by Trust – Trustee must fill in as a co-applicant.
 - If purchase by LLC – Principal must fill in as a co-applicant.
 - 1. Legal contract between BWT and LLC
 - 2. Agreement to hold appropriate funds on escrow account is required.
- Commitment Letter from Lending Financial Institution if purchase is financed.

In addition, each applicant is required to submit the following:

- Federal Tax Returns for past two (2) years – entire forms including schedules and signatures, extension filing –if applicable. Most recent year’s taxes must be submitted if applied for purchase after April 15th.
- Proof of assets – copies of bank statements, stocks & bonds, retirement funds and other assets
- Employment verification Letter including:
 - 1. Annual Salary
 - 2. Bonus (if applicable)
 - 3. Position held
 - 4. Length of employment
 - 5. If self-employed include letter from CPA or accountant stating the income
- One (1) Professional letter of recommendation
- One (1) Personal Letter of recommendation
- Landlord Reference Letter (must include length of residence and payment history)
- Valid government-issued photo ID, name, address, and signature are required (e.g. Driver’s license, Non-driver ID) for each adult to be resided in the apartment

PURCHASE APPLICATION



PURCHASE APPLICATION FEES:

- 1. All fees must be paid by check payable to **Brightwater Towers Condominium.**
- 2. Checks must be issued and signed by the purchaser/owner or by the entity/purchaser authorized person.
 - \$1,500.00 – Unit Application Processing Fee (non-refundable)
 - a. Include fees for the purchase of the Unit with the Parking Space or Unit only.
 - b. Includes Consumer Report Fees for all applicants, guarantors, and adult occupants).
 - c. Separate fees will be required for legal review of purchases by entity.
 - \$350.00 - Legal Entity Review(if applicable).

FEES ACKNOWLEDGEMENT

I (we) hereby acknowledge that all fees paid pursuant to this purchase application are non-refundable, and hereby authorize Brightwater Towers Condominium and its agents to obtain a credit report and related information and contact any references or employers listed herein.

The foregoing application has been carefully prepared, and the undersigned hereby solemnly declare(s) and certify(s) that all information contained herein is complete, true and correct. The information is submitted as being a true and accurate statement of the financial condition of the undersigned _____ day of _____ 20_____

X _____
Applicant (print and sign)

X _____
Co-Applicant/if any (print and sign)

FOR OFFICE USE ONLY

Unit inspection date _____

Balance on the seller’s account _____

Application Fees:

Check #	Amount	Representing	Reference
		Application processing fee	\$ 1,500.00
		Legal Entity Review(if applicable)	\$ 350.00
TOTAL			

SPECIAL INSTRUCTION (if any):

APPLICATION REVIEWER

DATE:

PURCHASE APPLICATION DETAILS

Summary

Applicant(s):
Total Annual Income:
Total monthly Income:
Total monthly payments:
% of payments to monthly income:
FICO score:
Criminal / public / eviction records:

Unit Address: <input type="checkbox"/> 501 <input type="checkbox"/> 601 Surf Avenue, Unit # Brooklyn, NY 11224
Closing date:
Requested Move-In Date:
Tax Lot number:
Parking space number:
Parking space tax lot number:
Purchase Price:
Amount financed:
Down payment / contract deposit:
Monthly Common Charge:
Special Conditions (if any):

Seller:

Name:
Current address:
Phone number:
E-mail address:

Seller's Attorney:

Name:
Phone number:
Fax number:
E-mail address:

PURCHASE APPLICATION



Seller's Broker:

Name:
Address:
Phone number:
Fax number:
E-mail:

Purchaser(s):

Applicant's Name:
Current address:
Phone: E-mail address:

Co-applicant's Name:
Current address:
Phone: E-mail address:

Purchaser(s)'s Attorney:

Name:
Address:
Phone number:
Fax number:
E-mail address:

Purchaser's Broker:

Name:
Address:
Phone number:
Fax number:
E-mail:

Mortgage Lender:

Name:
Address:

APPLICANT'S PERSONAL INFORMATION

Name _____

US Citizenship: Yes No

Employment:

Employment status: <input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Self-employed <input type="checkbox"/> Unemployed <input type="checkbox"/> Retired
Current Employer: _____ Phone: _____
Address: _____
Title: _____
Dates of employment: _____

Personal References:

Name: _____
Address: _____
Phone: _____ E-mail: _____

Professional References:

Name: _____
Address: _____
Phone: _____ E-mail: _____

Housing History:

Current Landlord: _____ Phone: _____
Current Address: _____
Dates of occupancy: _____
Rent: _____

CO-APPLICANT'S PERSONAL INFORMATION

Name _____

US Citizenship: Yes No

Employment:

Employment status: <input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Self-employed <input type="checkbox"/> Unemployed <input type="checkbox"/>	
Retired	
Current Employer:	Phone:
Address:	
Title:	
Dates of employment:	

Personal References:

Name:	
Address:	
Phone:	E-mail:

Professional References:

Name:	
Address:	
Phone:	E-mail:

Housing History:

Current Landlord:	Phone:
Current Address:	
Dates of occupancy:	
Rent:	

APPLICANT(S) FINANCIAL INFORMATION

Applicant Financial Information:

Income (Monthly)	Expenses (Monthly)
Monthly Salary:	Rent:
Other Income:	Maintenance:
	Mortgages/Loans:
	Real Estate Taxes:
	Credit Card:
	Alimonies:
	Other expenses:
Total income:	Total expenses:

Co-Applicant Financial Information:

Income (Monthly)	Expenses (Monthly)
Monthly Salary:	Rent:
Other Income:	Maintenance:
	Mortgages/Loans:
	Real Estate Taxes:
	Credit Card:
	Alimonies:
	Other expenses:
Total income:	Total expenses:

Assets:

Applicant:	Co-Applicant:
Cash:	Cash:
Bank:	Bank:
Other assets:	Other assets:
Total Assets Value:	

PURCHASE APPLICATION



DECLARATIONS:

<input type="checkbox"/> Yes <input type="checkbox"/> No	Are there any outstanding judgments against you?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Have you been declared bankrupt in the past 7 years?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Have you had a property foreclosed upon or given title or deed in lieu of thereof in past 7 years
<input type="checkbox"/> Yes <input type="checkbox"/> No	Are you a party to a lawsuit?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Have you directly or indirectly been obligated on any loan that resulted in foreclosure, transfer or title in lieu of foreclosure or judgment?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond or loan guarantee?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Are you obligated to pay alimony, child support, or separate maintenance?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Has the applicant(s) and /or any occupants ever been convicted of a felony? (If yes please explain):
<input type="checkbox"/> Yes <input type="checkbox"/> No	Do you intent to occupy the property as your primary residence?

ADDENDUM TO CONTRACT OF SALE:

This Contract of Sale is subject to and Purchaser(s) confirm receipt of the By-Laws, as amended, and confirm that he/she/they are aware of and shall comply with the terms and conditions of the Declaration of the Condominium, By-Laws and Rules and Regulations of Brightwater Towers Condominium, as the same may be amended.

By-Laws are subject to transfer from seller to the purchaser at the time of closing.

By-Laws are also available for purchase at the Management Office.

X _____ Date
Applicant (print and sign)

X _____ Date
Co-Applicant (print and sign)

PURCHASE APPLICATION



AUTHORIZATION TO OBTAIN THE CONSUMER REPORTS

Section 1: Disclosure

Brightwater Towers Condominium may request background information about you from a consumer reporting agency in connection with your application. The report ordered is defined by the Fair Credit Reporting Act (FCRA) as a Consumer Report, and all inquiries may include but are not limited to information regarding credit; criminal background; employment; tenant history; check writing history; and personal references. It is conducted in accordance with applicable federal and state laws including the FCRA. The background screening will be conducted by an outside agency-(ARI) **Application Research Inc., 23801 Calabasas Rd. Suite 1022, CA 91302-Phone: 866-272-8400**

Fax: 310-893-1680 Email: customerservice@TenantAlert.com. As a result, ARI may obtain a Consumer Report on you as an applicant. A consumer report is a compilation of information that might affect your ability to be approved or accepted. Should Brightwater Towers Condominium rely upon a consumer report for an adverse action, the Fair Credit Reporting Act (FCRA) mandates you be provided with a copy of the consumer report and a summary of your rights. An adverse action is defined as “declination, rejection, a denial of or any other decision that adversely affects any current or prospective applicant.”

Section 2: Authorization and Release

I have carefully read and understand this Disclosure, Authorization & Consent for the Procurement of Consumer Reports form. By my signature below, I consent to the release of consumer reports and investigative consumer reports prepared by a consumer reporting agency, ARI, to Brightwater Towers Condominium and its designated representatives and agents. I understand that if Brightwater Towers Condominium approves me, my consent will apply, and Brightwater Towers Condominium may obtain reports, prior to my residency/employment. I also understand that information contained in my application or otherwise disclosed by me before my residency/employment, if any, may be used for the purpose of obtaining consumer reports and/or investigative consumer reports. By my signature below, I authorize credit bureaus, law enforcement agencies, information service bureaus, credit bureaus, record/data repositories, courts (federal, state and local), motor vehicle records agencies, my present employer, and other individuals and sources to furnish any and all information on me that is requested by the consumer reporting agency. By my signature below, I certify the information I provided on this form is true and correct and will be valid for any reports that may be requested by or on behalf of Brightwater Towers Condominium.

I authorize ARI and its agents to contact my current employer, if necessary, to verify my current employment status.

Applicant Name: _____ **SS#** _____

Applicant Signature: _____ **Date:** _____

Co-Applicant (if any) _____ **SS#** _____

Co-Applicant Signature: _____ **Date:** _____

All additional occupants over 18 years old should sign authorization form. Please use separate page if needed.

EMERGENCY CONTACTS FORM

Unit No: _____

Resident Information

Name: _____ Daytime Phone: _____

E-mail: _____ Evening Phone: _____

Address: _____ Cell Phone: _____

Emergency Contact:

Please provide the names of an individual to be contacted in the event of an emergency

Name: _____ Daytime Phone: _____

E-mail: _____ Evening Phone: _____

Address: _____ Cell Phone: _____

In case of emergency, does any neighbor resident(s) have the keys to your apartment?

Yes No

Resident with Keys:

Name: _____ Daytime Phone: _____

E-mail: _____ Evening Phone: _____

Cell phone: _____

If no one has keys to your apartment you will be held personally responsible for damages in the event emergency access to your apartment is necessary.

X _____
Applicant (print and sign) Date

X _____
Applicant (print and sign) Date

PURCHASE APPLICATION



NOTIFICATION OF LEGAL MAILING ADDRESS FOR UNIT OWNER

All communications and invoices regarding the unit below:

501 601 Surf Avenue, Unit # _____ Brooklyn, NY 11224

should be sent to the following address:

Owner(s) Name:
Address:
Phone:
Owner(s) e-mail address:

X _____
Purchaser (print & sign) Date

X _____
Purchaser (print & sign) Date



CORE ACKNOWLEDGEMENT FORM

To: Board of Managers of Brightwater Towers Condominium (the “Board”)

Re: Unit No. _____ Building: _____

The undersigned, in order to induce the Board to act favorably on the application related to the above referenced Unit, does hereby affirm and acknowledge as follows.

Non-Refundable Fees

I have or will submit payment of certain fees in connection with the consideration of the application to the Board of Directors/Managers of Brightwater Towers Condominium, including but not limited to fees for the processing of the application. I acknowledge that there are costs incurred in the processing of this application, including the fees described herein, and that the aforementioned fees will not be refunded. I release Brightwater Towers Condominium, from the return of any of these fees incurred in processing the application.

House Rules

I have been provided with a copy of the House Rules for Brightwater Towers Condominium and have read the same. I agree that I will abide by such House Rules as now in affect and as the same may be amended during the period of my tenancy in the referenced unit. House Rules can be viewed at <https://www.bwtcondos.com/documents>.

Smoke Detector/Carbon Monoxide Detector(s)

I have inspected The Unit and certify that an operational smoke/carbon monoxide detector(s) is installed. An operational smoke/carbon monoxide detector(s) is installed in The Unit such that there is not less than one such detector within fifteen (15) feet of the primary entrance to each room used for sleeping purposes, and that if I am approved as purchaser of The Unit and do purchase The Unit, I will be responsible for the maintenance and repair of such detector(s) and for replacing any such detector(s) if stolen, removed, missing or rendered inoperable during my occupancy of The Unit.

X _____
Purchaser (print & sign) Date

X _____
Purchaser (print & sign) Date

PURCHASE APPLICATION



To: Board of Managers of Brightwater Towers Condominium (the “Board”)

In order to facilitate consideration of my/our application for the purchase of apartment unit _____ in Brightwater Towers Condominium with parking space _____ I/We are aware that any falsification or misrepresentation of the facts in this application will result in automatic rejection of this application. I/We consent that you may make further inquire concerning this application, which includes but not limited to the reference given below any background check that you deem proper and necessary. I/We fully consent to the above and understand the Board’s desire to make sure that all owner’s residing in the units have been thoroughly screened by the Board of Managers.

I/We fully understand and accept the leasing regulation of Brightwater Towers Condominium and agree to abide by this ruling at all times whether unit is occupied by me, members of my family or if it is rented to any third person or persons.

I/We fully understand and accept the leasing regulations that the apartment cannot be leased without having first received written permission from the Board of Managers after proper application has been made and that leases are subject to certain restrictions.

The undersigned apartment purchaser in Brightwater Towers Condominium hereby authorize the personnel employed by Condominium to accept, receive and sign for any parcels, deliveries, or small addressed to their unit without imposing any liability thereon for the condition or substance of any such parcels so received. Understanding that this authorization is solely for the benefit of the undersigned, I/We hereby release the Condominium, its employees and agents from any liability arising from this authorization including without limitation, liability arising from misplacement of parcels, and/or the negligence of the Condominium, its employees or agents in such regard.

I/We fully understand and accept the regulations or structural changes stating that I/We will not make any addition or alterations to the unit purchased or to the common elements abutting it or decorate, repair, replace or change any exterior or outside portion of the building whether within the unit or part of the common elements without prior written consent from the Board of Managers.

X _____
Purchaser (print & sign) Date

X _____
Purchaser (print & sign) Date

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
 - (i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

 - (ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (check (i) or (ii) below):
 - (i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

 - (ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

- (c) _____ Purchaser has received copies of all information listed above.
- (d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (e) Purchaser has (check (i) or (ii) below):
 - (i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
 - (ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

- (f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date



THE CITY OF NEW YORK
DEPARTMENT OF HEALTH
AND MENTAL HYGIENE

Michael R. Bloomberg Mayor Thomas K. Friedman, MD, MPH
Commissioner

APPENDIX A

WINDOW GUARDS REQUIRED

Lease Notice to Tenant

You are required by law to have window guards installed in all windows if a child 10 years of age or younger lives in your apartment.

Your landlord is required by law to install window guards in your apartment: if a child 10 years of age or younger lives in your apartment,

OR

if you ask him to install window guards at any time (you need not give a reason).

It is a violation of law to refuse, interfere with installation, or remove window guards where required.

CHECK ONE

- CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT

- NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT

- I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER

Tenant (Print)

Tenant's Signature:

Date

Tenant's Address

Apt No.

RETURN THIS FORM TO:

Owner/Manager

Owner/Manager's Address

**For Further Information Call:
Window Falls Prevention (212) 676-2162**

ASSUMPTION OF ALTERATION AGREEMENT

WHEREAS, simultaneously with its execution and delivery of this Assumption of Alteration Agreement the undersigned is becoming the owner of Unit in the condominium known as Brightwater Tower and located at 501/601 Surf Avenue Brooklyn, NY 11224, and

WHEREAS, a prior owner of the Unit and the Board of Managers entered into an Alteration Agreement dated

_____ ("Alteration Agreement"), a copy of which is attached hereto,

WHEREAS, the Alteration Agreement (1) provides that any person acquiring the Unit shall assume the obligations of the Unit Owner under the Agreement and (2) authorizes the Board of Managers not to accept the sales package in connection with its waiver of its right of first refusal unless and until such person assumes the obligations of the Unit Owner under the Agreement

NOW, THEREFORE, in order to induce the Board of Managers to accept the sales package and waive its right of first refusal, the undersigned hereby ASSUMES AND AGREES TO PERFORM AND OBSERVE all the terms, covenants and conditions of the Alteration Agreement to be performed or observed by the Unit Owner there under (including the provisions of Section 14 thereof pertain to future transfers).

Henceforth, the term "Unit Owner" as used in the Alterations Agreement shall include the undersigned. Any breach of this Assumption of Alterations Agreement or of the Alterations Agreement shall constitute a breach of the By-laws of the Condominium. This Assumption of Alteration Agreement shall be binding on the undersigned and [her] [his] estate, heirs, executors, administrators, personal representatives, successors and assigns.

New York, N.Y. Date:
State of New York County of New York

}
ss.:
}

On this day of, _____, before me personally came _____, to me known and known to me to be the individual described in and who executed the foregoing instrument, and duly acknowledged to me that [she][he] executed the same.

Notary Public

To be executed by a purchaser where the apartment being acquired is the subject of an Alteration Agreement in the managing agent's files.

UNIT POWER OF ATTORNEY

I (we) _____ residing at _____, the owners of Condominium Unit No# _____, in the condominium known as Brightwater Towers Condominium (the “Condominium”) located in the city of New York, Borough of Brooklyn, County of Kings, and known as and by the street address of 601 Surf Avenue, does (do) hereby irrevocably nominate, constitute and appoint the members of the Board of Managers of Brightwater Towers, having an office at 601 Surf Avenue, Brooklyn NY 11224, and their successors, jointly and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in my (our) name and on my (our) behalf pursuant to the Brightwater Towers Offering Plan (the “Plan”) to (1) acquire, in their own name or in the name of their designee by deed on half of all owners of Condominium Units in said property, any Condominium Unit whose owner desires to surrender, or abandon the same or whose owner desires to sell, convey, transfer, assign or lease the same, or which shall be the subject of a foreclosure sale or in lieu of a foreclosure sale, at such price and on such terms as my (our) said attorneys-in-fact shall, in their sole discretion deem proper and thereafter to convey, sell, lease, sublease, mortgage, vote or otherwise deal in such Condominium Unit so acquired, at such terms as my (our) attorneys-in-fact may in their sole discretion determine, granting to my (our) said attorneys-in-fact the power to do all things in the said premises which I (we) could do if I (we) were personally present and (2) execute, acknowledge and deliver (a) any declaration or other instrument affecting the Condominium that the Board of Managers deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Condominium, or (b) any concept, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Condominium or the Common Elements, that the Board of Managers deems necessary or appropriate, or (c) any documents or other instruments necessary to commence, pursue, compromise or settle certiorari proceedings to obtain reduced real estate tax assessments with respect to the Units in the Condominium for the benefit and on behalf of each Unit Owner and each such Unit Owner hereby indemnifies and expenses (including, without limitation, reasonable attorneys’ fees) resulting from such proceedings.

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

The undersigned does (do) hereby irrevocably nominate, constitute and appoint the Sponsor as attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in my (our) name and on my (our) behalf pursuant to the Plan, to (1) amend from time to time said Declaration, By-Laws and the Rules and Regulations of the said Condominium, or any of said documents, when such amendment (a) shall be required to reflect any changes in Unsold Residential Units and/or the reapportionment of the percentage interests in the Common Elements appurtenant of the affected Unsold Residential Units resulting therefrom made by Sponsor in accordance with the Declaration or (b) shall be required by (i) an institutional lender designated by Sponsor to make a mortgage loan secured by a mortgage on any Residential Unit, (ii) any governmental agency having regulatory jurisdiction over the Condominium, or (iii) any title insurance company selected by Sponsor to insure title to any Residential Unit provided, however, that any amendment made pursuant to the terms of subdivision (a) or (b) of this paragraph shall not (x) change the Common Interest of the undersigned’s Unit, (y) require a material, physical modification to the undersigned’s Unit, or (z) adversely affect the priority or validity of the lien of any

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purchase money mortgage held by an institutional lender covering the undersigned's Unit unless the undersigned (in the event described in subdivision (x) or (y) of this paragraph) or the holder of such mortgage (in the event described in subdivision (z) of this paragraph) shall consent thereto by joining in the execution of such amendment, (2) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Condominium (including the real property upon which the same is situate) which the Sponsor deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Condominium or (b) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Condominium (including the real property upon which the same is situate) which the Sponsor deems necessary or appropriate, provided that the same shall not prohibit the proposed use of the Condominium or materially adversely affect the use and enjoyment of a Condominium Unit by the owner thereof; and (3) amend the Declaration, or cause the same to be amended by the Board of Managers, to effectuate the reallocation by Sponsor of the unsold parking spaces among the unsold Residential Units and to make the attendant relocation of percentage interest in the common elements in connection therewith. The terms, covenants and conditions contained in, and the powers granted pursuant to, this paragraph shall remain in the Sponsor-affiliate shall cease to own Unit in the Condominium.

If any of the provisions of this Power of Attorney shall, to any extent, be invalid or unenforceable, the remainder of this Power of Attorney shall not be affected thereby,

and every provision of this Power of Attorney shall be valid and enforceable to the fullest extent permitted by law.

This Power of Attorney shall be irrevocable.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand and seal

This _____ day of _____.
