



BRIGHTWATER TOWERS CONDOMINIUM

601 SURF AVENUE, BROOKLYN, NY 11224 PHONE 718-266-2175 EMAIL: INFO@BWTCONDOS.COM

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 represents a separate real estate property and has 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.
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 purchases 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 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 a 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 an agreement should be signed by the entity's 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 at the Management office for details.
6. 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.

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 at 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. A 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 a fully 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 pet policy and rules. Registration of the dog will be required.

Compliance:

1. All residents of Brightwater Towers Condominium must comply with the 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 systems.
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 balances on the sellers’ unit account prior to the approval of the purchase.
4. Send a representative to the closing as needed. Fee for such a visit would be billable to the seller.
5. Exercise the Right of First Refusal.

APPLICANTS NAME	APPLICANTS SIGNATURE	DATE
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CO-APPLICANTS NAME	CO-APPLICANTS SIGNATURE	DATE
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BWT PURCHASE PACKAGE REQUIRED DOCUMENTATION

Please indicate:

- Unit (indicate building and unit number) _____ Tax Lot _____
- Parking (indicate a spot number if applicable) _____ Tax Lot _____

All pages/forms must be completed and signed; if some forms are not completed in full the Purchase Application package will NOT be considered for review):

Documents (please submit copies):

- Contract of Sale – signed and dated by all parties; all riders included.
- If purchased by Trust – Trustee must fill in as a co-applicant.
 - ✓ Trust documents must be provided
- If purchased by LLC – Principal must fill in as a co-applicant.
 - ✓ Operating agreement must be provided
- Commitment Letter from Lending Financial Institution if purchase is financed.

Each applicant is required to submit the following:

- Income Tax for the last 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.
- The Employment Verification letter should contain the following:
 - Annual Salary
 - Bonus (if applicable)
 - Position held
 - Length of employment
 - Business address and phone number for verification purpose
- Last 4 paystubs
- If self-employed, include a letter from a CPA or accountant stating the income
- Last 2 Bank Statements (Checking, Savings, Business, stocks & bonds, retirement funds and other assets)
- Personal letter of recommendation
- Professional Letter of recommendation
- Landlord Reference Letter (must include a length of residence and payment history)
- State-issued photo ID (e.g., Driver’s license, Non-driver ID, US passport) for each adult (over 18 years of age) to reside in the apartment

Purchase Application Fees:

All fees must be paid by check payable to **Brightwater Towers Condominium**. Checks must be issued and signed by the purchaser or by the entity’s authorized person.

- \$1,500.00 – Unit Application Processing Fee includes Consumer Report Fees for all applicants, guarantors, and adult occupants (non-refundable)
- \$3,000.00 - Capital Improvements Fund Contribution (refundable in the event of cancelled closing)
- \$450.00 - Legal Entity Review (if applicable/non-refundable).

CORE ACKNOWLEDGEMENT FORM

To: Board of Managers of Brightwater Towers Condominium (the “Board”)
Re: 501 601 Surf Avenue, Unit # _____

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.

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_____.

APPLICANTS NAME	APPLICANTS SIGNATURE	DATE
CO-APPLICANTS NAME	CO-APPLICANTS SIGNATURE	DATE

FOR OFFICE USE ONLY

Unit inspection date _____

Balance on the seller's account _____

Application Fees:

Check #	Amount	Representing	\$\$\$
		Application processing fee	\$ 1,500.00
		Capital Improvements Fund Contribution	\$ 3,000.00
		Legal Entity Review(if applicable)	\$ 450.00
TOTAL			

PURCHASE APPLICATION SUMMARY (FOR OFFICE USE ONLY)

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

APPLICATION REVIEWER

DATE:

PURCHASE APPLICATION



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

Seller:

Name:	
Current address:	
Phone:	E-mail:

Seller's Attorney:

Name:	
Phone:	E-mail:

Seller's Broker:

Name:	
Phone:	E-mail:

Purchaser(s):

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

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

Purchaser(s)'s Attorney:

Name:	
Phone:	E-mail:

Purchaser's Broker:

Name:	
Phone:	E-mail:

Mortgage Lender:

Bank/Lender Name:	
Address:	

APPLICANT

Applicant's Personal Information:

First Name:	Last Name:
Current address:	
Cell Phone:	E-mail:
US Citizenship: ___ Yes ___ No	

Housing History:

Current Landlord:
Dates of occupancy:

Employment:

Employment status: ___ Full-time ___ Part-time ___ Self-employed ___ Unemployed ___ Retired	
Current Employer:	Phone:
Address:	
Dates of employment:	Title:

Personal References:

Name:	
Address:	
Phone:	E-mail:

Professional References:

Name:	
Address:	
Phone:	E-mail:

Applicants Financial Information (MONTHLY BREAKDOWN):

Income	Expenses
Monthly Salary: \$	Rent: \$
Other income: \$	Maintenance: \$
	Mortgages/Loans: \$
	Real Estate Taxes: \$
	Credit Card: \$
	Alimonies: \$
	Other Expenses: \$
Total Income: \$	Total Expenses: \$

Assets:

Bank: \$
Cash: \$
Other assets: \$
Assets Total Value: \$

CO-APPLICANT

Applicant's Personal Information:

First Name:	Last Name:
Current address:	
Cell Phone:	E-mail:
US Citizenship: ___Yes ___No	

Housing History:

Current Landlord:
Dates of occupancy:

Employment:

Employment status: ___ Full-time ___ Part-time ___ Self-employed ___ Unemployed ___ Retired	
Current Employer:	Phone:
Address:	
Dates of employment:	Title:

Personal References:

Name:	
Address:	
Phone:	E-mail:

Professional References:

Name:	
Address:	
Phone:	E-mail:

Applicants Financial Information (on the MONTHLY basis):

Income	Expenses
Monthly Salary: \$	Rent: \$
Other income: \$	Maintenance: \$
	Mortgages/Loans: \$
	Real Estate Taxes: \$
	Credit Card: \$
	Alimonies: \$
	Other Expenses: \$
Total Income: \$	Total Expenses: \$

Assets:

Bank: \$
Cash: \$
Other assets: \$
Assets Total Value: \$

Declarations:

<input type="radio"/> Yes	<input type="radio"/> No	Are there any outstanding judgments against you?
<input type="radio"/> Yes	<input type="radio"/> No	Have you been declared bankrupt in the past 7 years?
<input type="radio"/> Yes	<input type="radio"/> No	Have you had property foreclosed upon or given title or deed in lieu of thereof in the past 7 years?
<input type="radio"/> Yes	<input type="radio"/> No	Are you a party to the lawsuit?
<input type="radio"/> Yes	<input type="radio"/> 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="radio"/> Yes	<input type="radio"/> No	Are presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee?
<input type="radio"/> Yes	<input type="radio"/> No	Are you obligated to pay alimony, child support, or separate maintenance?
<input type="radio"/> Yes	<input type="radio"/> No	Has the applicant(s) and/or any occupants ever been convicted of a felony? (if Yes please explain)

Acknowledgment:

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 on the ____ day of _____, 20____.

I (we hereby acknowledge that all fees paid pursuant to this lease application are non-refundable, and hereby authorize you and your agents to obtain a credit report and related information and contact any references or employers listed herein. I give my permission to share pertinent information with the unit owner upon the owner's request.

APPLICANTS NAME	APPLICANTS SIGNATURE	DATE

Declarations:

<input type="radio"/> Yes	<input type="radio"/> No	Are there any outstanding judgments against you?
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<input type="radio"/> Yes	<input type="radio"/> No	Have you had property foreclosed upon or given title or deed in lieu of thereof in the past 7 years?
<input type="radio"/> Yes	<input type="radio"/> No	Are you a party to the lawsuit?
<input type="radio"/> Yes	<input type="radio"/> 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="radio"/> Yes	<input type="radio"/> No	Are presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee?
<input type="radio"/> Yes	<input type="radio"/> No	Are you obligated to pay alimony, child support, or separate maintenance?
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CO-APPLICANTS NAME	CO-APPLICANTS SIGNATURE	DATE



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 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,
Calabasas, 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 consumer reporting agency, ARI< to Brightwater Towers Condominium and its designed representative 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 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.

APPLICANTS NAME **SS#**

APPLICANTS SIGNATURE **DATE**

CO-APPLICANTS NAME **SS#**

CO-APPLICANTS SIGNATURE **DATE**



AUTHORIZATION TO OBTAIN THE CONSUMER REPORTS

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

OCCUPANT NAME (over 18 years of age) SS#

OCCUPANT SIGNATURE DATE

ADDITIONAL OCCUPANT NAME (over 18 years of age) SS#

ADDITIONAL OCCUPANT SIGNATURE DATE



LEGAL MAILING ADDRESS FOR FUTURE UNIT OWNER and EMERGENCY CONTACT INFORMATION

All communications and invoices regarding the ownership of ___501/___601 Surf Avenue, Unit # _____, Brooklyn, NY 11224 should be sent to the following address:

Owner Name:
Address:
Phone:
E-mail:

Occupant Information

Name _____ Email _____
Cell Phone _____ Additional Phone _____

Occupant Information

Name _____ Email _____
Cell Phone _____ Additional Phone _____

Emergency Contact

Name _____ Relationship _____
Cell Phone _____ Additional Phone _____

Information of the person who has the keys to your apartment

Name _____ Relationship _____
Cell Phone _____ Additional Phone _____

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

APPLICANTS NAME APPLICANTS SIGNATURE DATE

CO-APPLICANTS NAME CO-APPLICANTS SIGNATURE DATE



PURCHASER ACKNOWLEDGEMENT OF THE UNIT'S CONDITIONS

This Owner Acknowledgement is made this ____ day of _____, 20____, by the undersigned Unit Owner ("Owner") of Unit _____ (the "Unit"), located at 501/601 Surf Avenue, Brooklyn New York, 11224 (the "Premises"), for the express benefit of The Board of Managers of Brightwater Towers (the "Board"), in connection with Owner's purchase and maintenance of the Unit. The Owner, warrants, covenants, and agrees as follows:

I understand and agree that I am purchasing the Unit "AS-IS" and agree that it is my sole responsibility to inspect the Unit.

I understand and agree that it is my sole responsibility to ensure that the Unit, including any alterations or modifications made to the Unit, are compliant with the New York City Department of Building Code (the "Code").

I understand and agree that it is my sole financial responsibility I to ensure that alterations or modifications made to the Unit are compliant the Code regardless of whether I or another person caused or created the alterations or modifications, and regardless of whether the alterations or modifications were made to the Unit prior to or after my purchase of the Unit.

I understand and agree that it is my sole responsibility, financially and otherwise, to remove any violations in the Unit. In the event, I fail to timely remove any outstanding violations in the Unit, the Board will have the authority as set forth in the By-Laws to pursue legal intervention to effectuate same; and I will be responsible for all costs including the resulting legal fees and court costs incurred by the Board.

I understand and agree to hold harmless and to indemnify the Board for any damages or liabilities resulting from my breach of any provisions of this Owner Acknowledgement.

IN WITNESS WHEREOF, the undersigned has duly executed this instrument as of the ____ day of _____ 20____.

APPLICANTS SIGNATURE

STATE OF _____

ss:

COUNTY OF _____

On the ____ day of _____, 20____, before me, the undersigned personally appeared, _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that such individual executed the same in such individual's capacity and that by such individual's signature on the instrument, the individual executed the same.

NOTARY PUBLIC

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,

PURCHASE APPLICATION



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 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 on this _____ day of _____, 20_____.

APPLICANTS SIGNATURE

STATE OF _____

ss:

COUNTY OF _____

On the _____ day of _____, 20____, before me, the undersigned personally appeared, _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that such individual executed the same in such individual's capacity and that by such individual's signature on the instrument, the individual executed the same.

NOTARY PUBLIC

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

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor'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) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

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

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor'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.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date



WINDOW GUARDS REQUIRED

Lease Notice to Tenant

New York City
Department of Health
and Mental Hygiene

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 311 for Window Falls Prevention



BRIGHTWATER TOWERS CONDOMINIUM
601 SURF AVENUE, BROOKLYN, NY 11224
PHONE 718-266-2175 EMAIL: INFO@BWTCONDOS.COM

PARKING REGISTRATION FORM

PARKING SPOT# _____

UNIT#: _____

NAME _____ Owner / Renter
(circle one)

PHONE # _____ EMAIL _____

DRIVER LICENSE # _____ STATE _____

VEHICLE MAKE _____ MODEL _____ YEAR _____ COLOR _____

LICENSE PLATE # _____ REGISTRATION # _____

INSURANCE CARRIER _____ EXP DATE _____

SIGNATURE _____ DATE _____

****Please be sure to collect your parking sticker***

Submit with a copy of:

- Driver License*
- Car Registration*
- Car Insurance*



BRIGHTWATER TOWERS CONDOMINIUM
601 SURF AVENUE, BROOKLYN, NY 11224
PHONE 718-266-2175 EMAIL: INFO@BWTCONDOS.COM

DOG REGISTRATION FORM

Dog Owner's Name _____

Unit # _____ Phone number _____

E-mail _____

Dog's Name _____ Dog's D/O/B _____

Breed / Color _____

Weight / Expected Weight (lbs.) _____ / _____ Spayed or Neutered? Y / N

License or ID Number _____

Veterinarian's Name _____

Veterinarian's Address _____

Phone _____

Emergency Caregiver for Dog _____

Phone _____ Relationship _____

I agree to hold harmless: Brightwater Towers Condominium, Management, and employees of any liability in connection with the ownership of this dog.

Signature of the Dog Owner _____ Date _____

Please attach to this form the following:

- Picture of the dog**
- Municipal Registration or License**
- Proof of Vaccination**