



Village of Greenport Building Department

236 Third Street, Greenport, New York 11944

OFFICE: 631.477.0248 / FAX: 631.477.1877

AMENDED NOTICE OF DISAPPROVAL

Date: June 15, 2023

To: Monika Majewski
30 Staller Drive
East Quogue, New York 11942

PLEASE TAKE NOTICE that your Building Permit Application dated, February 2, 2023 for new construction of 2 story dwelling at property located at 424 Second Street, Greenport NY 11944 in the R2, is returned herewith and disapproved on the following grounds:

1. Swimming Pool Setback Requirements.

150-7-C.(3)(a)

R-2 District: Minimum Required Pool Setback From Property Line.: 20 feet.
The plans show a pool setback of 11.2 feet. (North Side)

This would require an area variance of 8.8 feet.

2. Swimming Pool Setback Requirements.

150-7-C.(3)(a)

R-2 District: Minimum Required Pool Setback From Property Line.: 20 feet.
The plans show a pool setback of 11 feet. (South Side)

This would require an area variance of 9 feet.

This application is therefore denied, requiring the above-mentioned area variances.

The premise to which this application applies to is located at:
424 Second Street, Greenport NY 11944 in the R2.

Map: 1001 Section: 4 Block: 2 Lot: 35.3

A handwritten signature in black ink, appearing to read "A Bolanos". The signature is written in a cursive style with a large initial "A" and "B".

.....
Alex Bolanos
Code Enforcement Official
Date: 06/15/2023



ZONING BOARD OF APPEALS APPLICATION AREA VARIANCE

236 Third Street, Greenport, New York, 11944
(631) 477-0248
www.villageofgreenport.org

Date of Application 5/24/23

All information below is to be completed by the applicant. This completed application is to be accompanied by the Notice of Disapproval, Copies of Covenants and/or Restrictions, where applicable, Environmental Assessment Form, building plans showing elevations, setbacks, floor plans, room dimensions, details of footings and foundation, and species of lumber and quality of material, where applicable.

THE OWNER OF THE PROPERTY IS: (PLEASE PRINT CLEARLY)

First Name Last Name Business Name, if applicable
DIVINE HOME LLC

Mailing Address City/ Town/ Village State Zip
67A CUTTERMILL DR, GREAT NECK, NY 11021

Phone # E-Mail Address
(646) [REDACTED] [REDACTED]@GMAIL.COM

CONTACT PERSON (if different from owner)

The person to receive all correspondence:

First Name Last Name Business Name, if applicable
MONIKA MAJEWSKI

Mailing Address City/ Town/ Village State Zip
[REDACTED] EAST QUOGUE, NY 11942

Phone # E-Mail Address
917 [REDACTED] [REDACTED]@MSN.COM

IF ANYONE OTHER THAN THE OWNER COMPLETES THIS APPLICATION, WRITTEN CONSENT FROM THE OWNER MUST BE SUBMITTED WITH THIS APPLICATION.

Location:

Suffolk County Tax Map Number: 1001 Section: 04 Block: 02 Lot 35.3

Street Address: 424 2nd Street Greenport, New York, 11944

Zoning District: WC RI R2 PD CR CG

Is property located within the Historic District? Yes No



ZONING BOARD OF APPEALS APPLICATION AREA VARIANCE

236 Third Street, Greenport, New York, 11944

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The Code Official reviewed and denied an application dated 5/23/23 for a Building Permit for the location specified on this application.

Provisions of the Zoning Code appealed:

(Indicate Article, Section and Subsection of Zoning Code by numbers)

Article: _____ Section: 150 - 12 Subsection: _____

Type of appeal made for:

A Variance to the Zoning Code or Zoning Map.

An interpretation of the Village Code Article: _____ Section: _____ Subsection: _____

Has a prior appeal been made at any time with respect to this property? Yes No I Don't Know

If yes, please provide the date appeal was made: _____

Project Description:

For Demolition of Existing Building Areas:

Please describe area being removed:

N/A

New Construction Areas (New Dwelling or New Addition/Extensions)

Dimensions of First Floor (Addition/Extension): 54' x 24'

Dimensions of Second Floor: 54' x 24'

Height (from finished grade to top of ridge): 31 - Feet, 0 - Inches

Is basement or lowest floor area being constructed? Yes No

If yes, please provide height (above ground) measured from natural existing grade to first floor:

8 - Feet, 0 - Inches.



ZONING BOARD OF APPEALS APPLICATION
AREA VARIANCE

236 Third Street, Greenport, New York, 11944
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Project Description: (CONTINUED)

Proposed Construction Description: (Alteration or Structural Changes)

Number of floors BEFORE alterations: NIA

Describe General Characteristics BEFORE alterations:

Number of floors AFTER Alterations: NIA

Describe General Characteristics AFTER alterations:

Calculations of Building Areas and Lot Coverage:

Existing Square Footage of Building(s) on this property: NIA SF

Proposed Increase in Building Coverage: _____ SF

Square Footage of this Lot: 6,434 SF

Percentage of Coverage of this Lot by Building Area: _____ %

Purpose of New Construction:

Please describe:

- Construction of a new one-family 2 story house
1,281 sq ft foot print
- Proposed 16' x 30' pool



ZONING BOARD OF APPEALS APPLICATION

AREA VARIANCE

236 Third Street, Greenport, New York, 11944

(631) 477-0248

www.villageofgreenport.org

Area Variance Reasons for Appeal:

Please answer in detail. *Additional sheets may be submitted with preparers signature.*

Will an undesirable change occur in the characteristics of the neighborhood or will a detriment to nearby properties be created by the granting of this area variance?

The requested construction will not change the characteristics of the neighborhood and would fit within the area look and feel.

Can the benefit sought by the Applicant be achieved by another method, feasible for the Applicant to pursue, other than an Area Variance?

There are no other way to build what is proposed without asking for relief from this board.

Is the requested Area Variance substantial?

The requested variances are not substantial, we are asking for 8 feet variance for front yard and 2.8 feet combined side-yard setback.

Will the requested Area Variance have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district?

No, the physical or environmental conditions will not change. This house will connect to city water and sewer.

Was the alleged difficulty self-created, which consideration shall be relevant to the decision of the Zoning Board of Appeals, but shall not necessarily preclude the granting of the Area Variance?

The difficulty was not self-created. This is a preexisting lot with 50' frontage, reliefs are necessary to build proposed house.

Are there Covenants or Restrictions concerning this land? Yes No

If yes, please furnish copies.

617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information							
Name of Action or Project: PROPOSED 2 STORY DWELLING & SWIMMING POOL							
Project Location (describe, and attach a location map): 424 2nd Street, GREENPORT, NY							
Brief Description of Proposed Action: <ul style="list-style-type: none"> • PROPOSED 2 STORY DWELLING ON A VACANT LOT • PROPOSED SWIMMING POOL 16' x 30' 							
Name of Applicant or Sponsor: DIVINE HOMES LLC		Telephone: 646 251-5200	JOSEPH@KALICOGROUP LLC COM				
Address: 67A CUTTER HILL DR		E-Mail: JOSEPH@KALICOGROUP LLC					
City/PO: GREAT NECK		State: NY	Zip Code: 11021				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">NO</td> <td style="width: 50%; text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input checked="" type="checkbox"/>	<input type="checkbox"/>						
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: DOH, Bldg dept, historic board			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">NO</td> <td style="width: 50%; text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	NO	YES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
NO	YES						
<input type="checkbox"/>	<input checked="" type="checkbox"/>						
3.a. Total acreage of the site of the proposed action?		<u>0.148</u> acres					
b. Total acreage to be physically disturbed?		<u>0.042</u> acres					
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		<u>0.148</u> acres					
4. Check all land uses that occur on, adjoining and near the proposed action.							
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland							

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: <u>JOSEPH KALIMIAN</u>		Date: <u>5/24/23</u>
Signature: <u>Joseph Kalimian</u>		

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input type="checkbox"/>	<input type="checkbox"/>

MINOR SUBDIVISION FOR
 "THOMAS MONSELL"
 FILED IN THE OFFICE OF THE CLERK OF SUFFOLK COUNTY
 ON APRIL 16, 2014 AS FILE NO. 1195

SURVEY OF
 P/O LOT 133
 MAP OF
 GREENPORT VILLAGE
 FILE NO. 9 FILED AUGUST 10, 1838
 SITUATE
 THE INCORPORATED VILLAGE OF
 GREENPORT
 TOWN OF SOUTHDOLD
 SUFFOLK COUNTY, NEW YORK
 S.C. TAX No. 1001-04-02-35.3
 SCALE 1"=20'
 OCTOBER 11, 2022
 FEBRUARY 7, 2023 ADD PROPOSED HOUSE & POOL
 JUNE 14, 2023 REVISE PROPOSED POOL
 AREA = 6,434 sq. ft.
 0.148 ac.



- NOTES:**
- ELEVATIONS ARE REFERENCED TO N.A.V.D. 1988 DATUM EXISTING ELEVATIONS ARE SHOWN THUS: $XX.X$
 - ALL HOUSES WITHIN 150' OF SUBJECT PROPERTY ARE CONNECTED TO PUBLIC WATER AND PUBLIC SEWER.
 - THIS PROPERTY IN AN UNDERSIZED LOT IN THE R-2 ZONING USE DISTRICT
 FRONT YARD SETBACK = 12'
 SIDE YARD SETBACK CALCULATION:
 $50.22' (WIDTH) \times 0.4 = 20.09'$ - TOTAL SIDE YARD SETBACK
 $10' - MIN. SIDE YARD SETBACK$
 $10.09' - 2ND SIDE YARD SETBACK$
 - REAR YARD SETBACK = 30.09' IN THE HISTORIC DISTRICT
 - ALLOWED LOT COVERAGE 30% (1935 sq. ft.)
 PROPOSED LOT COVERAGE 30.0% (1,935 sq. ft.)
 - ALLOWED REAR YARD COVERAGE 30% (457 sq. ft.)
 PROPOSED LOT COVERAGE 18.1% (277 sq. ft.)
 - MAXIMUM BUILDING HEIGHT IS 35'.

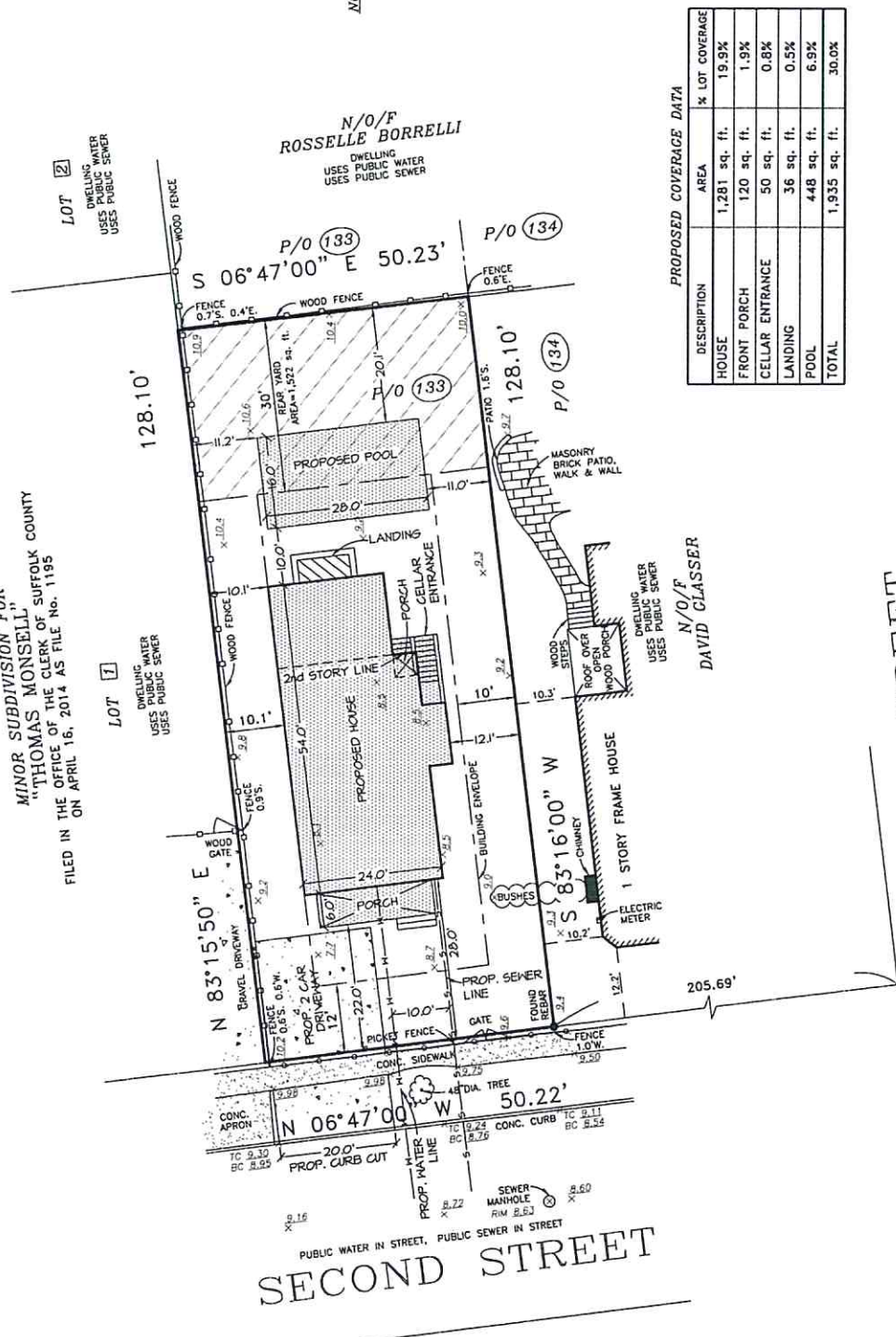
PREPARED BY ACCORDANCE WITH THE STANDARD STANDARDS FOR TITLE SURVEYS AS ESTABLISHED BY THE L.L.A.S. AND APPROVED AND ADOPTED BY THE BOARD OF SURVEYORS OF THE NEW YORK STATE LAND TITLE ASSOCIATION.

N.Y.S. Lic. No. 50467

Nathan Taft Corwin III
 Land Surveyor

Successor To: Stanley J. Iakson, Jr. L.S.
 Joseph A. Inganno L.S.

Title Surveys - Subdivisions - Site Plans - Construction Layout
 PHONE (631)727-2090 Fax (631)727-1727
 OFFICES LOCATED AT MAILING ADDRESS
 1586 Main Road P.O. Box 16
 Jamesport, New York 11947
 E-Mail: NCorwin@aol.com



PROPOSED COVERAGE DATA

DESCRIPTION	AREA	% LOT COVERAGE
HOUSE	1,281 sq. ft.	19.9%
FRONT PORCH	120 sq. ft.	1.9%
CELLAR ENTRANCE	50 sq. ft.	0.8%
LANDING	36 sq. ft.	0.5%
POOL	448 sq. ft.	6.9%
TOTAL	1,935 sq. ft.	30.0%

UNAUTHORIZED ALTERATION OR ADDITION TO THIS SURVEY IS A VIOLATION OF SECTION 7209 OF THE NEW YORK STATE EVIDENCE LAW.
 THE SEAL OF THIS SURVEYOR HAS NOT BEARING THE SEAL OF THE SURVEYOR'S NAME SHALL BE CONSIDERED TO BE A VALID TRUE COPY.
 CERTIFICATIONS INDICATED HEREON SHALL RUN IN FAVOR OF THE SURVEYOR'S INTERESTS AND NOT IN FAVOR OF THE CLIENTS. THE SURVEYOR'S AND LENDING INSTITUTION LISTED HEREON, AND THEIR AGENTS, ARE NOT RESPONSIBLE FOR THE EXISTENCE OF RIGHTS OF WAYS AND/OR EASEMENTS OF RECORD, IF ANY, NOT SHOWN ARE NOT GUARANTEED.

CENTER STREET

SECOND STREET

Abstracts Inc
563 S 13621

**BARGAIN AND SALE DEED WITH COVENANT AGAINST GRANTOR'S
ACTS (INDIVIDUAL OR CORPORATION)**

STANDARD NYBTU FORM 8007

CAUTION: THIS AGREEMENT SHOULD BE PREPARED BY AN ATTORNEY AND REVIEWED BY ATTORNEYS FOR SELLER AND PURCHASER BEFORE SIGNING.

THIS INDENTURE, made the ^{as of} 28th day of DECEMBER, 2022

between

DAVID GLASER
residing at 55 Perry Street, New York, NY 10014

party of the first part, and

DIVINE HOME LLC, a New York Limited Liability Company,
having an address at 67A Cuttermill Road, Great Neck, NY 11021

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other lawful consideration, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in Greenport, Town of Southold, County of Suffolk and State of New York.

SEE SCHEDULE 'A' ATTACHED HERETO AND MADE A PART HEREOF

The grantor herein being the same party as the grantee and the premises same as described in Deed recorded in Liber 12799 Page 580.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

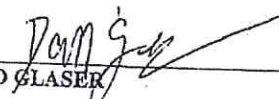
TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.


DAVID GLASER

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

On the *7th* day of *December*, in the year 2022, before me, the undersigned personally appeared David Glaser, 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 he executed the same in his capacity, that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Kathleen DeFlaun
NOTARY PUBLIC

KATHLEEN DEFLAUN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01DE6195369
Qualified in New York County
My Commission Expires October 20, 2024

DEED

Title No. *563 S 15621*

District 1000
Section 004.00
Block 02.00
Lot 035.003
County or Town SUFFOLK

GLASER

To

DIVINE HOME LLC

Return By Mail To:

Howard Horn, Esq.
67A Cuttermill Road
Garden City, NY 11530

Reserve This Space For Use Of Recording Office



Residential & Commercial Title Insurance

as agent for

First American Title Insurance Company

**SCHEDULE A DESCRIPTION
(EXHIBIT A)**

Title Number: 563-S-15621
Page: 1

ALL that certain plot piece or parcel of land, situate, lying and being at Greenport, Town of Southold, County of Suffolk and State of New York, known and designated as part of Lot 133 as shown on a certain map entitled "Map of The Estate of Beebe in Greenport Village", filed in the Office of the Clerk of Suffolk County of August 10, 1838 as Map No. 9, being more particularly bounded and described as follows:

BEGINNING at a point on the easterly line of Second Street distant 205.89 feet as measured in a northerly direction from the intersection formed by the easterly line of Second Street with the northerly line of Center Street;

RUNNING THENCE from said point and place of beginning along the easterly line of Second Street, North 6 degrees 47 minutes 00 seconds West, 50.22 feet to a point;

THENCE North 83 degrees 15 minutes 50 seconds East, 128.10 feet to a point;

THENCE South 6 degrees 47 minutes 00 seconds East, 50.23 feet;

THENCE South 83 degrees 16 minutes 00 seconds West, 128.10 feet to the point or place of BEGINNING.

OPERATING AGREEMENT

OF

DIVINE HOMES LLC

DECLARATION OF AGREEMENT, made February 8, 2021, by Joseph Kalimian, having an address at 551 East Shore Drive, Kings Point, New York 11024 ("Member"). Said Member and such other persons or entities which hereafter become Members in accordance with the provisions of this Agreement are hereinafter referred to as "Members".

WITNESSETH:

WHEREAS, the Member desires to form a limited liability company pursuant to the laws of the State of New York for the purposes hereinafter set forth, and to establish the rights and obligations of Members in connection with the limited liability company;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other valuable consideration, the agreement of the Members shall be as follows:

1. Formation

The Member hereby has formed a limited liability company (the "Limited Liability Company") pursuant to the provisions of the New York Limited Liability Company Law, for the purposes and the period and upon the terms and conditions hereinafter set forth. The Member has caused to be filed the Articles of Organization of the Limited Liability Company, and shall execute, acknowledge, swear to and file any other documents required under applicable law.

2. Name

The name of the Limited Liability Company shall be DIVINE HOMES LLC, and all business of the Limited Liability Company shall be conducted under said name, or such other name as the Members from time to time may determine.

3. Purposes

The purposes of the Limited Liability Company are to

to incur indebtedness, secured and unsecured; to enter into and perform contracts and agreements of any kind necessary to, in connection with or incidental to the business of the Limited Liability Company; and to carry on any other activities necessary to, in connection with or incidental to the foregoing, as the Members in their discretion may deem desirable.

4. Place of Business

The principal place of business of the Limited Liability Company shall be at 67A Cutter Mill Road, Great Neck New York 11021, in the County of Nassau, or at such other or additional places of business within or outside of the State of New York as the Members from time to time may designate. The Members shall notify the other Members of any change of the principal place of business.

The Limited Liability Company hereby designates the Secretary of State of New York as agent of the Limited Liability Company for the service of process.

5. Term

The term of the Limited Liability Company shall commence on the filing the Articles of Organization of the Limited Liability Company, and shall continue until the occurrence of an event hereinafter set forth which causes the termination of the Limited Liability Company.

6. Capital Contributions

The Member shall contribute to the capital of the Limited Liability Company \$10.00.

The Members shall not be required to make any additional capital contributions.

Except as specifically provided in this Agreement or required by law, no Member shall have the right to withdraw or reduce his contributions to the capital of the Limited Liability Company until the termination of the Limited Liability Company. No Member shall have the right to demand and receive any distribution from the Limited Liability Company in any form other than cash, regardless of the nature of such Member's capital contribution. No Member shall be paid interest on capital contributions to the Limited Liability Company.

The liability of any Member for the losses, debts, liabilities and obligations of the Limited Liability Company shall be limited to paying: the capital contribution of such Member when due under this Agreement; such Member's share of any undistributed assets of the Limited Liability Company; and (only if and to the extent at any time required by applicable law) any amounts previously distributed to such Member by the Limited Liability Company.

7. Loans and Advances by Members

If any Member shall loan or advance any funds to the Limited Liability Company in excess of the capital contribution of such Member prescribed herein, such loan or advance shall not be deemed a capital contribution to the Limited Liability Company and shall not in any respect increase such Member's interest in the Limited Liability Company.

8. Allocations and Distributions

As used in this Agreement, the terms "net profits" and "net losses" shall mean the profits or losses of the Limited Liability Company from the conduct of the Limited Liability Company's business, after all expenses incurred in connection therewith have been paid or provided for, including any allowance for depreciation or amortization of the cost of the realty.

The term "cash receipts" shall mean all cash receipts of the Limited Liability Company from whatever source derived, including without limitation capital contributions made by the Members; the proceeds of any sale, exchange, condemnation or other disposition of all or any part of the realty or other assets of the Limited Liability Company; the proceeds of any loan to the Limited Liability Company; the proceeds of any mortgage or refinancing of any mortgage on all or any part of the realty or other assets of the Limited Liability Company; the proceeds of any insurance policy for fire or other casualty damage payable to the Limited Liability Company; and the proceeds from the liquidation of the realty or other assets of the Limited Liability Company following a termination of the Limited Liability Company.

The term "capital transactions" shall mean any of the following: the sale of all or any part of the realty or other assets of the Limited Liability Company or interests therein; the refinancing or recasting of mortgages or other liabilities of the Limited Liability Company; the condemnation of the realty to the extent the award is not used for restoration; the receipt of insurance proceeds; and

any other similar or extraordinary receipts or proceeds which in accordance with generally accepted accounting principles are attributable to capital, including transactions in connection with the termination and dissolution of the Limited Liability Company.

The "capital account" for each Member shall mean the account established, determined and maintained for such Member in accordance with Section 704(b) of the Internal Revenue Code and Treasury Regulation Section 1.704-1(b)(2)(iv). The capital account for each Member shall be increased by (1) the amount of money contributed by such Member to the Limited Liability Company, (2) the fair market value of property contributed by such Member to the Limited Liability Company (net of liabilities secured by such contributed property that the Limited Liability Company is considered to assume or take subject to under Section 752 of the Internal Revenue Code), and (3) allocations to such Member of Limited Liability Company income and gain (or items thereof), including income and gain exempt from tax and income and gain described in Trea. Reg. Section 1.704-1(b)(2)(iv)(g), but excluding income and gain described in subsection (b)(4)(i) of said Regulation, and shall be decreased by (4) the amount of money distributed to such Member by the Limited Liability Company, (5) the fair market value of property distributed to such Member by the Limited Liability Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Section 752 of the Code), (6) allocations to such Member of expenditures of the Limited Liability Company described in Section 705(a)(2)(B) of the Code, and (7) allocations of Limited Liability Company loss and deduction (or items thereof) including loss and deduction described in Trea. Reg. Section 1.704-1(b)(2)(iv)(g), but excluding items described in (6) above and loss or deduction described in subsections (b)(4)(i) or (b)(4)(iii) of said Regulation. Net profits and net losses of the Limited Liability Company from other than capital transactions, as of the end of any fiscal year or other period, shall be credited or charged to the capital accounts of the Members prior to any charge or credit to said capital accounts for net profits and net losses of the Limited Liability Company from capital transactions as of the end of such fiscal year or other period. The capital account for each Member shall be otherwise adjusted in accordance with the additional rules of Trea. Reg. Section 1.704-1(b)(2)(iv).

The term "Members' Percentage Interests" shall mean the percentages set forth opposite the name of each Member below:

<u>Members</u>	<u>Percentage Interest</u>
Joseph Kalimian	-- 100 percent

During each fiscal year, the net profits and net losses of the Limited Liability Company (other than from capital transactions), and each item of income, gain, loss, deduction or credit entering into the computation thereof, shall be credited or charged, as the case may be, to the capital accounts of each Member in proportion to the Members' Percentage Interests. The net profits of the Limited Liability Company from capital transactions shall be allocated in the following order of priority: (a) to offset any negative balance in the capital accounts of the Members in proportion

to the amounts of the negative balance in their respective capital accounts, until all negative balances in the capital accounts have been eliminated; then (b) to the Members in proportion to the Members' Percentage Interests. The net losses of the Limited Liability Company from capital transactions shall be allocated in the following order of priority: (a) to the extent that the balances in the capital accounts of any Members are in excess of their original contributions, to such Members in proportion to such excess balances in the capital accounts until all such excess balances have been reduced to zero; then (b) to the Members in proportion to the Members' Percentage Interests.

The cash receipts of the Limited Liability Company shall be applied in the following order of priority: (a) to the payment by the Limited Liability Company of amounts due on debts and liabilities of the Limited Liability Company other than to any Member, and operating expenses of the Limited Liability Company; (b) to the payment of interest and amortization due on any loan made to the Limited Liability Company by any Member; (c) to the establishment of cash reserves determined by the Members to be necessary or appropriate, including without limitation reserves for the operation of the Limited Liability Company's business, taxes and contingencies; and (d) to the repayment of any loans made to the Limited Liability Company by any Member. Thereafter, the cash receipts of the Limited Liability Company shall be distributed among the Members as hereafter provided.

Except as otherwise provided in this Agreement or required by law, distributions of cash receipts of the Limited Liability Company, other than from capital transactions, shall be allocated among the Members in proportion to the Members' Percentage Interests.

Except as otherwise provided in this Agreement or required by law, distributions of cash receipts from capital transactions shall be allocated in the following order of priority: (a) to the Members in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in his capital account; then (b) to the Members in proportion to the Members' Percentage Interests.

Special Allocations -- Notwithstanding the preceding provisions of this Article 8, the following special allocations shall be made in the following order:

(1) **Minimum Gain Chargeback** -- Except as otherwise provided in Treas. Reg. Section 1.704-2(f), if there is a net decrease in partnership minimum gain (within the meaning of Treas. Reg. Sections 1.704-2(b)(2) and 1.704-2(d)) during any fiscal year, each Member shall be allocated items of the Limited Liability Company's income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such Member's share of the net decrease in partnership minimum gain, determined in accordance with Treas. Reg. Section 1.704-2(g). Allocations made pursuant to the preceding sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Treas. Reg. Sections 1.704-2(i)(6) and 1.704-2(j)(2). This provision is intended to comply with the minimum gain

chargeback requirement in Trea. Reg. Section 1.704-2(f) and shall be interpreted consistently therewith.

(2) Partner Minimum Gain Chargeback -- Except as otherwise provided in Trea. Reg. Section 1.704-2(i)(4), if there is a net decrease in partner nonrecourse debt minimum gain attributable to a partner nonrecourse debt during any fiscal year, each Member who has a share of the partner nonrecourse debt minimum gain attributable to such partner nonrecourse debt, determined in accordance with Trea. Reg. Section 1.704-2(i)(5), shall be allocated items of the Limited Liability Company's income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such Member's share of the net decrease in partner nonrecourse debt minimum gain attributable to such partner nonrecourse debt, determined in accordance with Trea. Reg. Section 1.704-2(i)(4). Allocations made pursuant to the preceding sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Trea. Reg. Sections 1.704-2(i)(4) and 1.704-2(j)(2). As used herein, "partner nonrecourse debt" has the meaning set forth in Trea. Reg. Section 1.704-2(b)(4). As used herein, "partner nonrecourse debt minimum gain" shall mean an amount, with respect to each partner nonrecourse debt, equal to the partnership minimum gain (within the meaning of Trea. Reg. Sections 1.704-2(b)(2) and 1.704-2(d)) that would result if such partner nonrecourse debt were treated as a nonrecourse liability (within the meaning of Trea. Reg. Section 1.704-2(b)(3)) determined in accordance with Trea. Reg. Section 1.704-2(i)(3). This provision is intended to comply with the minimum gain chargeback requirement in Trea. Reg. Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(3) Qualified Income Offset -- In the event any Member unexpectedly receives any adjustments, allocations or distributions described in Trea. Reg. Sections 1.704-1(b)(2)(i)(d)(4), (5) or (6), items of the Limited Liability Company's income and gain shall be allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, any adjusted capital account deficit in such Member's capital account, as quickly as possible, provided that an allocation pursuant to this provision shall be made only if and to the extent that such Member would have a adjusted capital account deficit in such Member's capital account after all other allocations provided for in this Article 8 have been tentatively made as if this provision were not in this Agreement. As used herein, "adjusted capital account deficit" shall mean the deficit balance, if any, in a Member's capital account at the end of the relevant fiscal year after the following adjustments: (i) credit to such capital account the minimum gain chargeback which the Member is obligated to restore pursuant to the penultimate sentences of Trea. Reg. Sections 1.704-2(g)(1) and 1.704-2(i)(5); and (ii) debit to such capital account the items described in Trea. Reg. Sections 1.704-1(b)(2)(i)(d)(4), (5) and (6). This provision

is intended to constitute a qualified income offset within the meaning of Treas. Reg. Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(4) Gross Income Allocation -- In the event any Member has a deficit capital account at the end of any fiscal year which is in excess of the sum of the amounts such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Treas. Reg. Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Member shall be allocated items of the Limited Liability Company's income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this provision shall be made only if and to the extent that such Member would have a deficit in such Member's capital account in excess of such sum after all other allocations provided for in this Article 8 have been tentatively made as if this provision and the provisions of clause (3) above were not in this Agreement.

(5) Nonrecourse Deductions -- Nonrecourse deductions (within the meaning of Treas. Reg. Section 1.704-2(b)(1)) for any fiscal year shall be allocated among the Members in proportion to the Members' Percentage Interests.

(6) Partner Nonrecourse Deductions -- Any partner nonrecourse deductions (within the meaning of Treas. Reg. Sections 1.704-2(b)(1) and 1.704-2(b)(2)) for any fiscal year shall be allocated to the Member who bears the economic risk of loss with respect to the partner nonrecourse debt (within the meaning of Treas. Reg. Section 1.704-2(b)(4)) to which such partner nonrecourse deductions are attributable in accordance with Treas. Reg. Section 1.704-2(i)(1).

(7) Other Mandatory Allocations -- In the event Section 704(c) of the Internal Revenue Code or the Regulations thereunder require allocations in a manner different than that set forth above in this Article 8, the provisions of Section 704(c) and the Regulations thereunder shall control such allocations among the Members.

It is the intention of the Members that the allocations hereunder shall be deemed to have "substantial economic effect" within the meaning of Section 704 of the Internal Revenue Code and Treas. Reg. Section 1.704-1. Should the provisions of this Agreement be inconsistent with or in conflict with Section 704 of the Code or the Regulations thereunder, then Section 704 of the Code and the Regulations shall be deemed to override the contrary provisions hereof. If Section 704 or the Regulations at any time require that limited liability company operating agreements contain provisions which are not expressly set forth herein, such provisions shall be incorporated into this Agreement by reference and shall be deemed a part of this Agreement to the same extent as though they had been expressly set forth herein, and the Members shall amend the terms of this Agreement to add such provisions, and any such amendment shall be retroactive to whatever extent required to create allocations with a substantial economic effect.

9. Books, Records and Tax Returns

At all times during the continuance of the Limited Liability Company, the Members shall keep or cause to be kept complete and accurate records and books of account in which shall be entered each transaction of the Limited Liability Company in accordance with generally accepted accounting principles.

The Limited Liability Company shall furnish to each Member, within seventy-five days after the end of each fiscal year, an annual report of the Limited Liability Company which shall include a balance as of the end of such fiscal year; a profit and loss statement of the Limited Liability Company for such fiscal year; a statement of the balance in the capital account of such Member; and the amount of such Member's share of the Limited Liability Company's income, gain, losses, deductions and other relevant items for Federal income tax purposes.

The Limited Liability Company shall prepare or cause to be prepared all Federal, State and local income tax and information returns for the Limited Liability Company, and shall cause such tax and information returns to be filed timely with the appropriate governmental authorities. Within seventy-five days after the end of each fiscal year, the Limited Liability Company shall forward to each person who was a Member during the preceding fiscal year a true copy of the Limited Liability Company's information return filed with the Internal Revenue Service for the preceding fiscal year.

All elections required or permitted to be made by the Limited Liability Company under the Internal Revenue Code, and the designation of a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code for all purposes permitted or required by the Code, shall be made by the Limited Liability Company by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests. The tax matters partner shall take such action as may be necessary to cause each other Member to become a notice member within the meaning of Section 6223 of the Code. The tax matters partner may not take any action contemplated by Sections 6222 through 6232 of the Code without the consent of the Limited Liability Company by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests.

The Limited Liability Company shall furnish to each Member, promptly upon request, a current list of the names and addresses of all of the Members of the Limited Liability Company, and any other persons or entities having any financial interest in the Limited Liability Company.

10. Bank Accounts

All funds of the Limited Liability Company shall be deposited in the Limited Liability Company's name in such bank account or accounts as shall be designated by the Members. Withdrawals from any such bank accounts shall be made only in the regular course of business of the

Limited Liability Company and shall be made upon such signature or signatures as the Members from time to time may designate.

11. Management of the Limited Liability Company

The business and affairs of the Limited Liability Company shall be conducted and managed by the Members in accordance with this Agreement and the laws of New York.

Except as expressly provided elsewhere in this Agreement, all decisions respecting the management, operation and control of the business and affairs of the Limited Liability Company and all determinations made in accordance with this Agreement shall be made by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests.

The Members shall devote such time and attention as the Members deem necessary to the conduct and management of the business and affairs of the Limited Liability Company.

Each of the Members shall have authority to execute instruments on behalf of the Limited Liability Company.

Notwithstanding any other provision of this Agreement, the Members shall not, without the prior written consent of the unanimous vote or consent of the Members, sell, exchange, lease, assign or otherwise transfer all or substantially all of the assets of the Limited Liability Company; borrow money on behalf of the Limited Liability Company in the excess of \$10,000.00; confess a judgment against the Limited Liability Company; or change the nature or character of the business of the Limited Liability Company.

The Members shall receive, as compensation for the services of the Members to the Limited Liability Company, such sums as may be determined from time to time by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests.

12. Assignment of Interests

Except as otherwise provided in this Agreement, no Member or other person holding any interest in the Limited Liability Company may assign, pledge, hypothecate, transfer or otherwise dispose of all or any part of his interest in the Limited Liability Company, including without limitation the capital, profits or distributions of the Limited Liability Company without the prior written consent of the other Members in each instance.

A Member may assign all or any part of such Member's interest in the allocations and distributions of the Limited Liability Company to any of the following (collectively the "permitted assignees"): any person, corporation, partnership or other entity as to which the Limited Liability

Company has given consent to the assignment of such interest in the allocations and distributions of the Limited Liability Company by the unanimous vote or consent of the Members. An assignment to a permitted assignee shall only entitle the permitted assignee to the allocations and distributions to which the assigned interest is entitled, unless such permitted assignee applies for admission to the Limited Liability Company and is admitted to the Limited Liability Company as a Member in accordance with this Agreement.

An assignment, pledge, hypothecation, transfer or other disposition of all or any part of the interest of a Member in the Limited Liability Company or other person holding any interest in the Limited Liability Company in violation of the provisions hereof shall be null and void for all purposes.

No assignment, transfer or other disposition of all or any part of the interest of any Member permitted under this Agreement shall be binding upon the Limited Liability Company unless and until a duly executed and acknowledged counterpart of such assignment or instrument of transfer, in form and substance satisfactory to the Limited Liability Company, has been delivered to the Limited Liability Company.

No assignment or other disposition of any interest of any Member may be made if such assignment or disposition, alone or when combined with other transactions, would result in the termination of the Limited Liability Company within the meaning of Section 708 of the Internal Revenue Code or under any other relevant section of the Code or any successor statute. No assignment or other disposition of any interest of any Member may be made without an opinion of counsel satisfactory to the Limited Liability Company that such assignment or disposition is subject to an effective registration under, or exempt from the registration requirements of, the applicable State and Federal securities laws. No interest in the Limited Liability Company may be assigned or given to any person below the age of 21 years or to a person who has been adjudged to be insane or incompetent.

Anything herein contained to the contrary, the Limited Liability Company shall be entitled to treat the record holder of the interest of a Member as the absolute owner thereof, and shall incur no liability by reason of distributions made in good faith to such record holder, unless and until there has been delivered to the Limited Liability Company the assignment or other instrument of transfer and such other evidence as may be reasonably required by the Limited Liability Company to establish to the satisfaction of the Limited Liability Company that an interest has been assigned or transferred in accordance with this Agreement.

Notwithstanding the foregoing, so long as there is only one Member, said Member may freely assign, transfer or otherwise dispose of all or any part of said Member's interest in the Limited Liability Company.

13. Admission of New Members

The Members may admit new Members (or transferees of any interests of existing Members) into the Limited Liability Company by the unanimous vote or consent of the Members.

As a condition to the admission of a new Member, such Member shall execute and acknowledge such instruments, in form and substance satisfactory to the Limited Liability Company, as the Limited Liability Company may deem necessary or desirable to effectuate such admission and to confirm the agreement of such Member to be bound by all of the terms, covenants and conditions of this Agreement, as the same may have been amended. Such new Member shall pay all reasonable expenses in connection with such admission, including without limitation reasonable attorneys' fees and the cost of the preparation, filing or publication of any amendment to this Agreement or the Articles of Organization, which the Limited Liability Company may deem necessary or desirable in connection with such admission.

No new Member shall be entitled to any retroactive allocation of income, losses, or expense deductions of the Limited Liability Company. The Limited Liability Company may make pro rata allocations of income, losses or expense deductions to a new Member for that portion of the tax year in which the Member was admitted in accordance with Section 706(d) or the Internal Revenue Code and regulations thereunder.

In no event shall a new Member be admitted to the Limited Liability Company if such admission would be in violation of applicable Federal or State securities laws or would adversely affect the treatment of the Limited Liability Company as a partnership for income tax purposes.

14. Withdrawal Events Regarding Members and Election to Continue the Limited Liability Company

In the event of the death, retirement, withdrawal, expulsion, or dissolution of a Member, or an event of bankruptcy or insolvency, as hereinafter defined, with respect to a Member, or the occurrence of any other event which terminates the continued membership of a Member in the Limited Liability Company pursuant to the laws of New York (each of the foregoing being hereinafter referred to as a "Withdrawal Event"), the Limited Liability Company shall terminate 180 days after notice to the Members of such Withdrawal Event unless the business of the Limited Liability Company is continued as hereinafter provided.

Notwithstanding a Withdrawal Event with respect to a Member, the Limited Liability Company shall not terminate, irrespective of applicable law, if within aforesaid 180 day period the remaining Members, by the unanimous vote or consent of the Members (other than the Member who caused the Withdrawal Event), shall elect to continue the business of the Limited Liability Company.

In the event of a Withdrawal Event with respect to any Member, any successor in interest to such Member (including without limitation any executor, administrator, heir, committee, guardian, or other representative or successor) shall not become entitled to any rights or interest of

such Member in the Limited Liability Company, other than the allocations and distributions to which such Member is entitled, unless such successor in interest is admitted as a Member in accordance with this Agreement.

Notwithstanding the foregoing, if the Limited Liability Company has only one Member and a Withdrawal Event occurs with respect to such Member, the successors in interest to such Member shall be entitled to elect to continue the Limited Liability Company as aforesaid.

An "event of bankruptcy or insolvency" with respect to a Member shall occur if such Member: applies for or consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of his assets; or makes a general assignment for the benefit of creditors; or is adjudicated a bankrupt or an insolvent; or files a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or to take advantage of any bankruptcy, insolvency, readjustment of debt or similar law or statute, or an answer admitting the material allegations of a petition filed against him in any bankruptcy, insolvency, readjustment of debt or similar proceedings; or takes any action for the purpose of effecting any of the foregoing; or an order, judgment or decree shall be entered, with or without the application, approval or consent of such Member, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the assets of such Member, and such order, judgment or decree shall continue unstayed and in effect for thirty days.

15. Dissolution and Liquidation

The Limited Liability Company shall terminate upon the occurrence of any of the following: the election by the Members to dissolve the Limited Liability Company made by the unanimous vote or consent of the Members; the occurrence of a Withdrawal Event with respect to a Member and the failure of the remaining Members to elect to continue the business of the Limited Liability Company as provided for in Article 14 above; or any other event which pursuant to this Agreement, as the same may hereafter be amended, shall cause a termination of the Limited Liability Company.

The liquidation of the Limited Liability Company shall be conducted and supervised by a person designated for such purposes by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests (the "Liquidating Agent"). The Liquidating Agent hereby is authorized and empowered to execute any and all documents and to take any and all actions necessary or desirable to effectuate the dissolution and liquidation of the Limited Liability Company in accordance with this Agreement.

Promptly after the termination of the Limited Liability Company, the Liquidating Agent shall cause to be prepared and furnished to the Members a statement setting forth the assets and liabilities of the Limited Liability Company as of the date of termination. The Liquidating

Agent, to the extent practicable, shall liquidate the assets of the Limited Liability Company as promptly as possible, but in an orderly and businesslike manner so as not to involve undue sacrifice.

The proceeds of sale and all other assets of the Limited Liability Company shall be applied and distributed in the following order of priority: (a) to the payment of the expenses of liquidation and the debts and liabilities of the Limited Liability Company, other than debts and liabilities to Members; (b) to the payment of debts and liabilities to Members; (c) to the setting up of any reserves which the Liquidating Agent may deem necessary or desirable for any contingent or unforeseen liabilities or obligations of the Limited Liability Company, which reserves shall be paid over to an attorney-at-law admitted to practice in the State of New York as escrowee, to be held for a period of two years for the purpose of payment of the aforesaid liabilities and obligations, at the expiration of which period the balance of such reserves shall be distributed as hereinafter provided; (d) to the Members in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in his capital account, in accordance with the rules and requirements of Trea. Reg. Section 1.704-1(b)(2)(i)(b); and (e) to the Members in proportion to the Members' Percentage Interests.

The liquidation shall be complete within the period required by Trea. Reg. Section 1.704-1(b)(2)(i)(b).

Upon compliance with the distribution plan, the Members shall cease to be such, and the Limited Liability Company shall execute, acknowledge and cause to be filed such certificates and other instruments as may be necessary or appropriate to evidence the dissolution and termination of the Limited Liability Company.

16. Representations Of Members

Each of the Members represents, warrants and agrees that the Member is acquiring the interest in the Limited Liability Company for the Member's own account as an investment and not with a view to the sale or distribution thereof; the Member, if an individual, is over the age of 21, or if the Member is an organization, such organization is duly organized, validly existing and in good standing under the laws of its State of organization and that it has full power and authority to execute and perform its obligations under this Agreement; and the Member shall not dispose of such interest or any part thereof in any manner which would constitute a violation of the Securities Act of 1933, the Rules and Regulations of the Securities and Exchange Commission, or any applicable laws, rules or regulations of any State or other governmental authorities, as the same may be amended.

17. Notices

All notices, demands, requests or other communications which any of the parties to this Agreement may desire or be required to give hereunder shall be in writing and shall be deemed to have been properly given if sent registered or certified mail, return receipt requested, addressed as follows: (a) if to the Limited Liability Company, to the Limited Liability Company at the principal place of business of the Limited Liability Company heretofore stated or to such other address or addresses as may be designated by the Limited Liability Company by notice to the Members pursuant to this Article 17; and (b) if to any Member, to the address of said Member first above written, or to such other address as may be designated by said Member by notice to the Limited Liability Company and the other Members pursuant to this Article 17.

18. Amendments

This Agreement may not be altered, amended, changed, supplemented, waived or modified in any respect or particular unless the same shall be in writing and agreed to by the unanimous vote or consent of the Members. No amendment may be made to Articles 6, 8, 12 and 15 hereof, insofar as said Articles apply to the financial interests of the Members, except by the vote or consent of all of the Members. No amendment of any provision of this Agreement relating to the voting requirements of the Members on any specific subject shall be made without the affirmative vote or consent of at least the number or percentage of Members required to vote on such subject.

19. Miscellaneous

This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of the State of New York. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns shall be deemed to be the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates and other types of entities.

This Agreement, and any amendments hereto may be executed in counterparts all of which taken together shall constitute one agreement.

This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Members that this Agreement shall be the sole source of agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of Federal income tax rules or is expressly prohibited or ineffective under the New York Limited Liability Company Law, this Agreement shall govern even when inconsistent

with, or different from, the provisions of any applicable law or rule. To the extent any provision of this Agreement is prohibited or otherwise ineffective under the New York Limited Liability Company Law, such provision shall be considered to be ineffective to the smallest degree possible in order to make this Agreement effective under the New York Limited Liability Company Law. If the New York Limited Liability Company Law is subsequently amended or interpreted in such a way to make any provision of this Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment.

Subject to the limitations on transferability contained herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and assigns.

No provision of this Agreement is intended to be for the benefit of or enforceable by any third party.

IN WITNESS WHEREOF, the Member has executed this Agreement on the date first above written.

In the presence of:

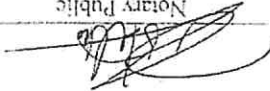


Joseph Katimian

PETROS STELLATOS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01ST6277685
Qualified in Queens County
Commission Expires March 11, 2025

My commission expires on March 11, 2025

Notary Public



On the 2nd day of February, 2021, before me, the undersigned, a notary public in and for said State, 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 he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

STATE OF NEW YORK, COUNTY OF Queens, ss.

ARTICLES OF ORGANIZATION
OF
DIVINE HOMES LLC
Under Section 203 of the Limited Liability Company Law

FIRST: The name of the Limited Liability Company is:

DIVINE HOMES LLC

SECOND: The county within this State in which the principal office of the Limited Liability Company is to be located is Nassau County.

THIRD: The Limited Liability Company hereby designates the Secretary of State of New York as agent of the Limited Liability Company upon whom process against the Limited Liability Company may be served. The post office address of the Limited Liability Company, to which the Secretary of State shall mail a copy of any process against the Limited Liability Company served upon the Secretary of State, is: 67A Cutter Mill Road, Great Neck New York 11021.

FOURTH: The Limited Liability Company is to be managed by (check appropriate box):

- 1 or more Members
- A class or classes of Members
- 1 or more Managers
- A class or classes of Managers

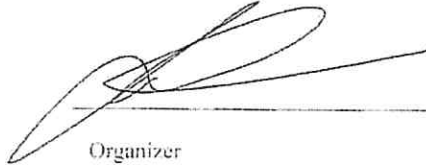
FIFTH: The existing Members shall have the right to admit additional Members to the Limited Liability Company, by the unanimous vote or consent of the Members, in accordance with the terms and conditions of the Operating Agreement of the Limited Liability Company.

SIXTH: If there later are more than one Members, the remaining Members of the Limited Liability Company, by the unanimous vote or consent of the Members (other than the Member who caused the Withdrawal Event), may continue the Limited Liability Company upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event which terminates the continued membership of a Member in the Limited Liability Company.

SEVENTH: The name and business address of the Organizer of the Limited Liability Company are: ...

EIGHTH: None of the Members of the Limited Liability Company are liable for payment of any debt, obligation or other liability of the Limited Liability Company.

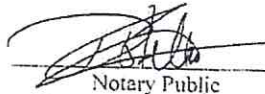
IN WITNESS WHEREOF, this certificate has been subscribed this day of February, 2021, by the undersigned who affirms that the statements made herein are true under penalties of perjury.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right. The signature is written over a solid horizontal line.

Organizer

STATE OF NEW YORK, COUNTY OF QUEENS, ss.

On the 2nd day of February, 2021, before me, the undersigned, a notary public in and for said State, 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 he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

My commission expires on MARCH 11, 2025

PETROS STELLATOS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01ST6277585
Qualified in Queens County
Commission Expires March 11, 2025

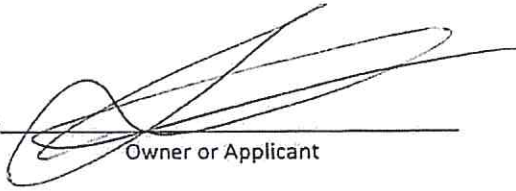
AFFIDAVIT

Village of Greenport)
Town of Southold)
County of Suffolk) ss
State of New York)

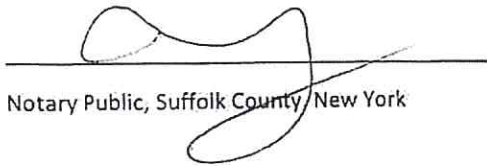
I swear that to the best of my knowledge and belief that the statements contained in this application, together with the plans and specifications submitted, are true and complete statements of proposed work to be done on the described premises and that all provisions of the Building Code, Zoning Code, and all other laws pertaining to the proposed work shall be complied with, whether specified or not, and that such work and inspections are authorized by the owner. The Village of Greenport is hereby granted permission to enter the property listed as the "Location" for the purposes of inspecting my property for a site visit. I understand that if approved, this Area Variance will be granted and accepted on condition that the provisions of Federal, State and Local rules and regulations, and any additional requirements of the Area Variance are complied with. Any violation of all applicable codes, or deviations from the approved plans may result in the immediate revocation of this Area Variance & legal action taken against me. No responsibility rests upon the Village of Greenport, Code Enforcement, the Fire Marshal or the Fire Department by reason of this application and permit.

Sworn to be before this 12 day
of May 2023

Signature



Owner or Applicant



Notary Public, Suffolk County, New York

TANNAZ GABRIELLE NABATIAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01NA6368463
Qualified in Nassau County
My Commission Expires 12-11-2025