

CONDOMINIUM
NO. 1925

**FIRST AMENDMENT TO DECLARATION OF
111 HUDSON STREET CONDOMINIUM**

Name: 111 HUDSON STREET CONDOMINIUM

Address: 111 HUDSON STREET, NEW YORK, NY 10013

Date of Declaration: JUNE 27, 2008

Filing Date and CRFN: JULY 2, 2008 [CRFN 2008000263009]

Date of First Amendment: December 22, 2022

The land affected by the within instrument lies in Tax Block 187, Lots 1301-1310 (Old Lot 27) on the Tax Map of the Borough and County of New York, City and State of New York.

RECORD AND RETURN TO:

LAW OFFICES OF DAVID E. MOLLON
5 Penn Plaza, Ste. 1900
New York, NY 10001

RESOLUTION OF UNIT OWNERS OF 111 HUDSON STREET CONDOMINIUM

Pursuant to Article III, Section 11 of the By-laws of the Condominium, the undersigned unit owners of 111 Hudson Street Condominium (the "Condominium"), representing 70% in number and 65.03% in Common Interest hereby resolve as of December 16, 2022, that Paragraph 7(a) of the Declaration of the Condominium is deleted in its entirety and is replaced by the following:

7(a) The sale or lease of the commercial unit (Unit 1) shall be subject to a right of first refusal as all other units are, and the commercial unit (Unit 1) of the Condominium may be used for any legal purpose subject to the following conditions and:

- i. The business operated in the Commercial Unit by the owner of the Commercial Unit (the "Store") at 111 Hudson Street, New York, NY (the "Building") must be operated in full compliance with New York health, building, safety and Landmark Preservation Commission requirements.
- ii. The Store shall submit to the Condo Board ("Board") for Board's written approval the plans and a complete budget for all work that it plans to perform prior to applying for any approvals or permissions. Store shall submit to Board a list of contractors, subcontractors, and copies of contracts and subcontracts proposed for the project. Store's plans shall include architectural drawings, and shall not require any structural changes to the structure of the building. Store shall pay all fees for any expert retained by the Board to review its proposed work.
- iii. Store's ventilation system, grease disposal system, and garbage disposal system must be of top quality and in compliance with all City codes at all times. A list of such equipment shall be submitted to Board for its approval.
- iv. Store shall pay for third-party inspection to certify Code compliance and compliance with above board-approved systems quarterly and submit certifications for review.
- v. Store shall notify Board within 3 days of any code violations or any changes to item 3 above.
- vi. Hours of operation: the Store shall operate no earlier than 8 am and no later than 10:30 pm.
- vii. All external signs and structures must be approved by Board.
- viii. Any changes to exterior must be approved by Board.
- ix. The Store shall not use the sidewalk in front of the building without written Board approval.
- x. Any alterations that could impact or disrupt electric, gas, or water service to other units must be approved by Board.
- xi. Store's owner shall not sell, lease or assign unit without Board approval.

xii. In the event of a violation of any of items i-xi above, the Store has 10 days to cure; thereafter it shall pay the Building \$1000 a day in fines. Board reserves right to further restrict the Store's operations in event of continued non-compliance.

xiii. Store shall keep its premises free from rodents, pests and vermin to the satisfaction of Board. Store shall engage a professional exterminator to service its premises no less frequently than bimonthly.

xiv. Store shall have same-day disposal of any unsold/unused cooked food using a state of the art methodology to eliminate smells or a visual nuisance (i.e., not disposed of in trash bags on the street).

xv. Store personnel are not allowed to enter common areas of Building for any reason without the express permission of the building manager.

xvi. Store shall provide employees with a break room; Store employees are not allowed to use sidewalk in front of 111 Hudson for breaks.

xvii. Store shall keep the sidewalk in front of the building in good repair and free and clear of litter and debris at all times. Store is responsible for removal of ice and snow from the sidewalk. Store is responsible for recaulking the sidewalk in front of the unit as needed, but not less frequently than one time per year.

xviii. Store shall provide copies of all insurance policies to the Board and shall promptly notify Board when coverage is renewed or changed in any way.

xix. Store shall pay for all water, electric and gas utilities it uses, independently of the Building. It shall set up accounts for these services directly with providers.

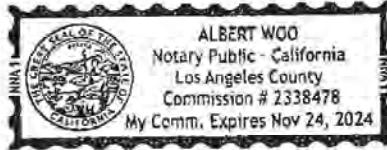
TRUST J. DATED FEBRUARY 14, 2014  By: Joseph Dumbacher, Trustee Unit 3A (5.93%)	EAST HAMPTON CAPITAL LLC By: Elizabeth Roy, Managing Member Unit 3B (8.9%)
By: Prakash Sethuraman, Owner Unit 4 (14.83%)	By: Laurel Rom, Owner Unit 5A, 5B, 5C (14.83%)
By: Vandana Sheth Unit 4 (14.83%)	By: Joshua Dugan Unit 5A, 5B, 5C (14.83%)

ACKNOWLEDGMENT

STATE OF ~~NEW YORK~~) *Court of Appeal*
COUNTY *(or ~~suburb~~)* ss.:

On the 31st day of March in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared Sophie Dumbacher, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument

Notary Public



STATE OF NEW YORK)

) ss.:

COUNTY _____)

On the _____ day of March in the year 2023 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(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

ACKNOWLEDGMENT

STATE OF NEW YORK)

) ss.:

COUNTY New York)

On the 11th day of March in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared Fatima Patel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

MD Ifthekharul Haque
Notary Public, New York
No. 01HA6379635
Qualified in Queens
Exp: 11/17/2026

Notary Public

STATE OF NEW YORK)

) ss.:

COUNTY New York)

On the 11th day of March in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared Dilshad Kaur, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

MD Ifthekharul Haque
Notary Public, New York
No. 01HA6379635
Qualified in Queens
Exp: 11/17/2026

Notary Public