

DOCUMENT NUMBER 3

UNIT OWNERS POWER OF ATTORNEY

All terms used in this Unit Owner's Power of Attorney that are used (a) in the Declaration establishing a plan for condominium ownership of the premises known both as The Bayview Tower Condominium (hereinafter referred to as the "Condominium") and by the street number 80 Bay Street Landing, Staten Island, New York, under Article 9-B of the Real Property Law of the State of New York, dated _____, 19____, and recorded in the Richmond County office of the Register of the City of New York on _____, 19____, in Reel _____, at page _____, (hereinafter referred to as the "Declaration"), or (b) in the By-Laws of the Condominium (hereinafter referred to as the "By-Laws") attached to, and recorded together with, the Declaration, shall have the same meanings in this Unit Owner's Power of Attorney as in the Declaration or the By-Laws.

The undersigned _____, the owner of the (having an office) (residing)* at _____, Condominium Unit (hereinafter referred to the "Undersigned's Unit") known as Unit No. _____ at The Bayview Tower Condominium said Unit being designated and described as Unit No. _____ in the Declaration and also designated as Tax Lot 1 in Block 235 of Section 1 of the Borough of Staten Island on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of the Condominium ("Floor Plans") filed with said Real Property Assessment Department, (does) (do)* hereby irrevocably nominate, constitute and appoint the persons who may from time to time constitute the Condominium Board, jointly and in their capacity as members of the Condominium Board, true and lawful attorneys in-fact for the undersigned, coupled with an interest, with power of substitution, to do the following in the name of the Condominium Board or in the name of the Condominium Board's designee (corporate or otherwise), on behalf of all Unit Owners:

1. (a) to acquire any Unit, together with its Appurtenant Interests, whose owner elects to convey and surrender the same pursuant to the terms of paragraph (C) of Section 6.2 of the By-Laws or Section 339-x of the Condominium Act;
- (b) to acquire on such terms (including price) and conditions as said attorneys-in-fact shall determine in their sole and absolute discretion any Unit, together with its Appurtenant Interest, that becomes the subject

*Delete whichever is inapplicable.

of a foreclosure or other judicial sale or otherwise pursuant to Sections 2.4(xv) and 6.4(C) of the By-Laws;

(c) to acquire or lease or rent on such terms (including price or rental) and conditions as said attorneys-in-fact shall determine in their sole and absolute discretion real property, for the use and occupancy of an employee or otherwise pursuant to Section 5.16 of the By-Laws or for any other purpose in furtherance of the interests of the Unit Owners as said attorneys-in-fact shall determine in their sole discretion, reasonably exercised, pursuant to Section 2.4(ii) of the By-Laws;

(d) to acquire or lease, in their sole and absolute discretion any Unit, together with its Appurtenant Interest, on the exercise of the right of first refusal, (but as to an Unit Owners owning a majority of the Common Interests of all Unit Owners in accordance with Sections 2.4(ii) and 2.4(xv) of Article 2 and Section 7.2(C) of Article 7 of the By-Laws);

2. to convey, sell, lease, mortgage, or otherwise deal with (but not vote the Common Interests appurtenant to) any such Unit or real property so acquired by the Condominium Board on behalf of the undersigned, or to sublease any Unit so leased by the Condominium Board on behalf of the undersigned, on such terms (including, without limitation, price, rental and financing terms) as said attorneys-in-fact may determine in their sole and absolute discretion;

3. to lease or grant licenses for portions of the Common Elements on such terms and conditions as shall be determined by said attorneys-in-fact in their sole and absolute discretion;

4. to execute, acknowledge, deliver and, if necessary, record:

(a) any application, declaration, document, amendment or other instrument affecting the Condominium that the Condominium Board deems necessary or appropriate to comply with any Law, zoning resolution, or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other governmental authority, the maintenance, demolition, construction, alteration, repair, or restoration of the Property or any part thereof;

*Delete whichever is inapplicable.

- (b) any agreement, application, document, consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting either (i) the Condominium or the Common Elements or the sidewalk adjacent to the Property that the Condominium Board deems necessary or appropriate or (ii) a Unit or a Unit's Individual Limited Common Elements that the owner of such Unit requests, if required by the Declaration or the By-Laws, or if deemed appropriate by said attorneys-in-fact in their sole and absolute discretion;
- (c) any application, consent, document or other instrument affecting the Condominium or one or more or all Units which Sponsor deems necessary or which may be required by any governmental authority with jurisdiction to effectuate the allocation of real estate tax exemption and tax abatement benefits among all Units of the Condominium (including without limitation, those Units which were created by increasing the cubic content of the Building and/or those Units which might otherwise not qualify to receive such benefits); and

- (d) all agreements, zoning lot declarations, zoning lot merger agreements, zoning lot certifications, declarations of zoning lot restrictions, allocation agreements, covenants and any and all documents of any type whatsoever which may be required by Sponsor to effectuate the transfer of excess zoning and development rights in the Property to any transferee designated by Sponsor. (No Unit Owner and no Mortgagee shall be deemed to have any interest whatsoever in such excess zoning and development rights, which shall belong exclusively to Sponsor. The proceeds of any such sale or transfer shall belong to Sponsor.)

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

The undersigned (does) (do)* hereby irrevocably nominate, constitute and appoint Breakwater Associates (hereinafter referred to as "Sponsor") and (with respect to the powers conferred pursuant to paragraph (2) below) each successor to or assignee of Sponsor's rights pursuant to Article 24 of the Declaration, as attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, to amend from time to time said Declaration, By-Laws, Rules and Regulations and Floor Plans of the said Condominium, or any of said documents, when such amendment:

*Delete whichever is inapplicable.

1. shall be required to reflect any changes in Unsold Units or a Unit whose owner has been transferred certain rights of Sponsor in accordance with the terms of Article 12 of the Declaration and/or the reapportionment of the Common Interests of the affected Unsold Units or Unit resulting therefrom made by Sponsor in accordance with Article 12 of the Declaration; or
2. shall be required by:
 - (a) an Institutional Lender designated by Sponsor to make a mortgage loan secured by a mortgage on any Unit,
 - (b) any governmental agency having regulatory jurisdiction over the Condominium, or
 - (c) any title insurance company selected by Sponsor to insure title to any Unit,
3. to execute, acknowledge, deliver and, if necessary record from time to time any one or more times any application, consent, document or other instrument affecting the Condominium or one or more or all Units which Sponsor deems necessary or which may be required by any governmental authority or jurisdiction to effectuate the allocation of real estate tax exemption and tax abatement benefits among all Units of the Condominium (including without limitation those Units which were created by increasing the cubic content of the Building and/or those Units which might otherwise not qualify to receive such benefits);
4. to execute, acknowledge, deliver and record one or more times and from time to time any and all agreements, zoning lot declarations, zoning lot merger agreements, zoning lot certifications, declarations of zoning lot restrictions, allocation agreements, covenants and any and all documents of any type whatsoever which may be required by Sponsor to effectuate the transfer of excess zoning and development rights in the Property to any transferee designated by Sponsor and to insert the tax lot and other pertinent information in any Waiver of Declaration of Zoning Restrictions executed by the Underwriter signed. (No Unit Owner and no Mortgagee shall be deemed to have any interest whatsoever in such excess zoning and development rights, which shall belong exclusively to Sponsor. The proceeds of any such sale or transfer shall belong to Sponsor.)

*Delete whichever is inapplicable.

5. to grant licenses for the use of Parking Spaces as provided in Article 20 of the Declaration.

provided, however, that any amendment made pursuant to the terms of subdivision (1) or (2) of this paragraph shall not (i) change the Common Interest of the Undersigned's Unit, (ii) require a physical modification to the Undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an Institutional Lender covering the Undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) or the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment. The terms, covenants and conditions contained in, and the powers granted pursuant to, this paragraph shall remain in full force and effect until such time as the Sponsor shall cease to own any of the Units in The Bayview Tower Condominium.

IN WITNESS WHEREOF, the undersigned (has) (have)* executed this Unit Owner's Power of Attorney as of the _____ day of _____, 19 ____.

(SEAL)

TO BE EXECUTED IN DUPLICATE

*Delete whichever is inapplicable.

STATE OF NEW YORK)
COUNTY OF) ss.:

On the _____ day of _____, 19____, before me personally
came _____, to me known, who being by
me duly sworn, did depose and say that he resides at
_____ that he is
the (Vice) President of _____, that he is
corporation described in and which executed the foregoing instrument; and
that he signed his name thereto and fixed the seal of the corporation
thereto by order of the Board of Directors of such corporation.

Notary Public

STATE OF NEW YORK)
COUNTY OF) ss.:

On this _____ day of _____, 19____, before me person-
ally came _____, to me known and
known to me to be the individual who executed the foregoing instrument,
who being by me duly sworn, did depose and say that (s)he is one of the
(general) partners of _____ a (limited) partner-
ship; that (s)he executed the foregoing instrument in the name of such
partnership; that (s)he had the authority to so execute the same as the act
and deed of said partnership for the uses and purposes therein mentioned.

Notary Public

*Delete whichever is inapplicable.

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

On the _____ day of _____, 19____, before me personally
came _____, to me known to be
the person described and appointed attorney-in-fact in and by a certain
power-of-attorney executed by _____
dated _____ (or to be recorded in the Office
of _____ of _____
County simultaneously with the foregoing instrument), and acknowledged to
me that he has executed the foregoing instrument as the act of said
_____.

Notary Public

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

On this _____ day of _____, 19____, before me person-
ally came _____, to me known and
known to me to be the individual(s) described in and who executed the within
instrument, and (he) (she) (they) thereupon acknowledged that (he) (she)
(they) executed the same.

Notary Public

*Delete whichever is inapplicable.

STATE OF NEW YORK)
COUNTY OF) ss.:

On this _____ day of _____, 19____, before me personally came _____, known to me to be the individual(s) described in and who executed the within instrument, and (he) (she) (they) thereupon acknowledged that (he) (she) (they) executed the same.

Notary Public

*Delete whichever is inapplicable.