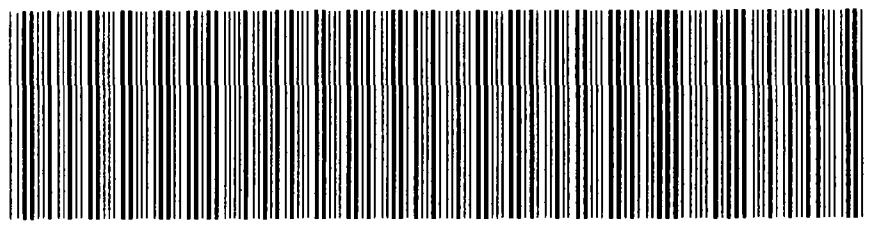




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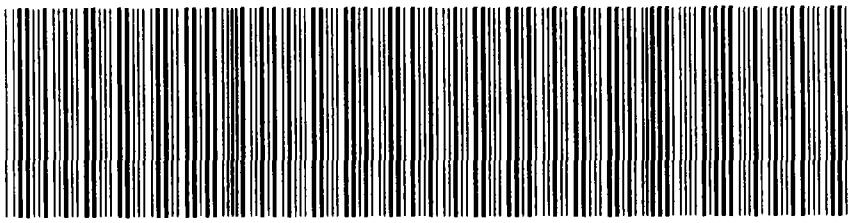
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Document Type: CONDO DECLARATION

**PROPERTY DATA**

<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1002	Entire Lot	3A 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1003	Entire Lot	3B 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1004	Entire Lot	3C 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1005	Entire Lot	3E 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1006	Entire Lot	3F 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1007	Entire Lot	4A 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1008	Entire Lot	4B 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1009	Entire Lot	4C 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1010	Entire Lot	4D 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1011	Entire Lot	4E 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1012	Entire Lot	4F 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1013	Entire Lot	5A 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1014	Entire Lot	5B 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1015	Entire Lot	5C 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				

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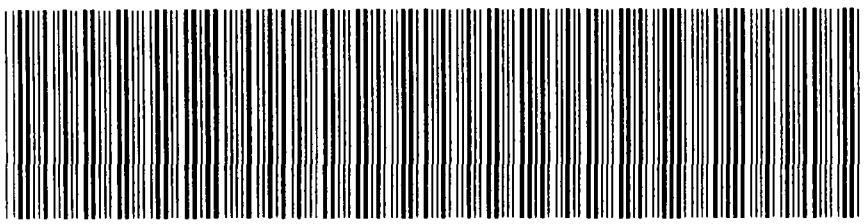
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Document Type: CONDO DECLARATION

**PROPERTY DATA**

<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1016	Entire Lot	5D 18 WEST 48TH ST
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1017	Entire Lot	5E 18 WEST 48TH ST
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1018	Entire Lot	5F 18 WEST 48TH ST
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1019	Entire Lot	6A 18 WEST 48TH ST
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1020	Entire Lot	6B 18 WEST 48TH ST
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1021	Entire Lot	6C 18 WEST 48TH ST
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1022	Entire Lot	6D 18 WEST 48TH ST
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1023	Entire Lot	6E 18 WEST 48TH ST
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1024	Entire Lot	6F 18 WEST 48TH ST
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1025	Entire Lot	7A 18 WEST 48TH ST
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1026	Entire Lot	7B 18 WEST 48TH ST
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1027	Entire Lot	7C 18 WEST 48TH ST
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1028	Entire Lot	7D 18 WEST 48TH ST
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1029	Entire Lot	7E 18 WEST 48TH ST
Property Type: SINGLE RESIDENTIAL CONDO UNIT				

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Document Type: CONDO DECLARATION

**PROPERTY DATA**

**Borough Block Lot Unit Address**

MANHATTAN 1263 1030 Entire Lot 7F 18 WEST 48TH ST

**Property Type: SINGLE RESIDENTIAL CONDO UNIT**

**Borough Block Lot Unit Address**

MANHATTAN 1263 1031 Entire Lot 8A 18 WEST 48TH ST

**Property Type: SINGLE RESIDENTIAL CONDO UNIT**

**Borough Block Lot Unit Address**

MANHATTAN 1263 1032 Entire Lot 8B 18 WEST 48TH ST

**Property Type: SINGLE RESIDENTIAL CONDO UNIT**

**Borough Block Lot Unit Address**

MANHATTAN 1263 1033 Entire Lot 8C 18 WEST 48TH ST

**Property Type: SINGLE RESIDENTIAL CONDO UNIT**

**Borough Block Lot Unit Address**

MANHATTAN 1263 1034 Entire Lot 8D 18 WEST 48TH ST

**Property Type: SINGLE RESIDENTIAL CONDO UNIT**

**Borough Block Lot Unit Address**

MANHATTAN 1263 1035 Entire Lot 8E 18 WEST 48TH ST

**Property Type: SINGLE RESIDENTIAL CONDO UNIT**

**Borough Block Lot Unit Address**

MANHATTAN 1263 1036 Entire Lot 9A 18 WEST 48TH ST

**Property Type: SINGLE RESIDENTIAL CONDO UNIT**

**Borough Block Lot Unit Address**

MANHATTAN 1263 1037 Entire Lot 9B 18 WEST 48TH ST

**Property Type: SINGLE RESIDENTIAL CONDO UNIT**

**Borough Block Lot Unit Address**

MANHATTAN 1263 1038 Entire Lot 9C 18 WEST 48TH ST

**Property Type: SINGLE RESIDENTIAL CONDO UNIT**

**Borough Block Lot Unit Address**

MANHATTAN 1263 1039 Entire Lot 9D 18 WEST 48TH ST

**Property Type: SINGLE RESIDENTIAL CONDO UNIT**

**Borough Block Lot Unit Address**

MANHATTAN 1263 1040 Entire Lot 9E 18 WEST 48TH ST

**Property Type: SINGLE RESIDENTIAL CONDO UNIT**

**Borough Block Lot Unit Address**

MANHATTAN 1263 1041 Entire Lot 10A 18 WEST 48TH ST

**Property Type: SINGLE RESIDENTIAL CONDO UNIT**

**Borough Block Lot Unit Address**

MANHATTAN 1263 1042 Entire Lot 10B 18 WEST 48TH ST

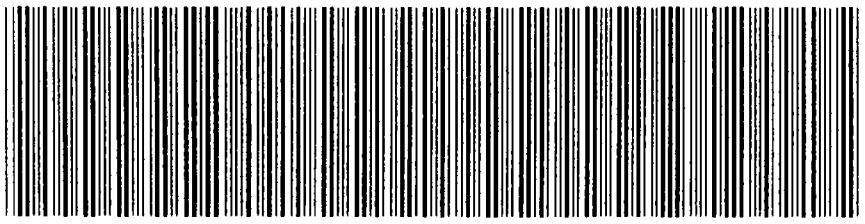
**Property Type: SINGLE RESIDENTIAL CONDO UNIT**

**Borough Block Lot Unit Address**

MANHATTAN 1263 1043 Entire Lot 10C 18 WEST 48TH ST

**Property Type: SINGLE RESIDENTIAL CONDO UNIT**

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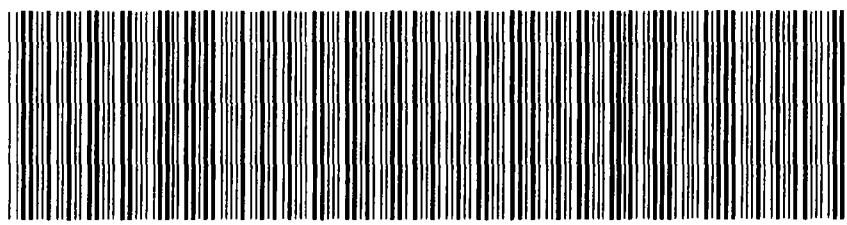
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**PROPERTY DATA**

<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1044	Entire Lot	10D 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1045	Entire Lot	10E 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1046	Entire Lot	11A 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1047	Entire Lot	11B 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1048	Entire Lot	11C 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1049	Entire Lot	11D 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1050	Entire Lot	11E 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1051	Entire Lot	12A 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1052	Entire Lot	12B 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1053	Entire Lot	12C 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1054	Entire Lot	12D 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1055	Entire Lot	12E 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1056	Entire Lot	14A 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1057	Entire Lot	14B 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				

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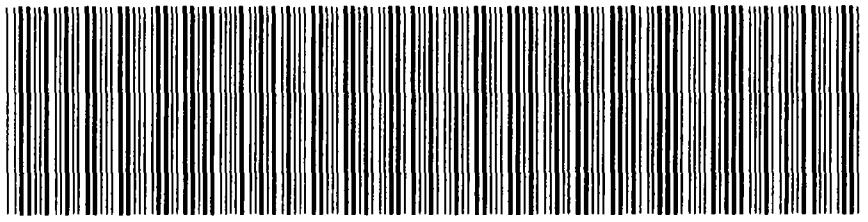
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Document Type: CONDO DECLARATION

**PROPERTY DATA**

<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1058	Entire Lot	14C 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1059	Entire Lot	14D 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1060	Entire Lot	14E 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1061	Entire Lot	15A 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1062	Entire Lot	15B 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1063	Entire Lot	15C 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1064	Entire Lot	15D 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1065	Entire Lot	15E 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1066	Entire Lot	16A 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1067	Entire Lot	16B 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1068	Entire Lot	16C 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1069	Entire Lot	16D 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1070	Entire Lot	16E 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1071	Entire Lot	17A 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				

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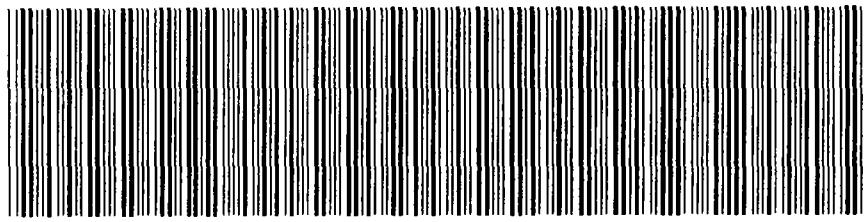
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**Document ID: 2007032900151001** Document Date: 01-17-2007 Preparation Date: 03-30-2007  
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**PROPERTY DATA**

<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1072	Entire Lot	17B 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1073	Entire Lot	17C 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1074	Entire Lot	17D 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1075	Entire Lot	17E 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1076	Entire Lot	18A 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1077	Entire Lot	18B 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1078	Entire Lot	18C 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1079	Entire Lot	18D 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1080	Entire Lot	18E 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1081	Entire Lot	19A 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1082	Entire Lot	19B 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1083	Entire Lot	19C 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1084	Entire Lot	19D 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1085	Entire Lot	19E 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				

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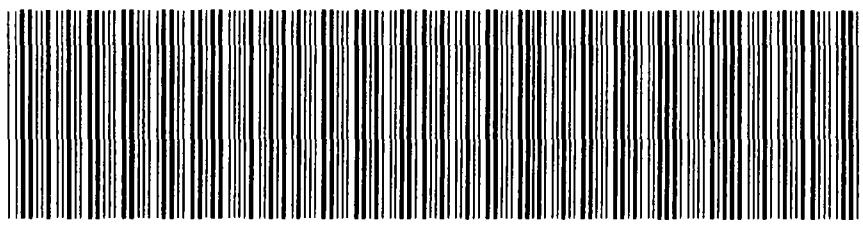
**RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 8 OF 128**

**Document ID: 2007032900151001** Document Date: 01-17-2007 Preparation Date: 03-30-2007  
Document Type: CONDO DECLARATION

**PROPERTY DATA**

<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1086	Entire Lot	20A 18 WEST 48TH ST
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1087	Entire Lot	20B 18 WEST 48TH ST
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1088	Entire Lot	20C 18 WEST 48TH ST
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1089	Entire Lot	20D 18 WEST 48TH ST
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1090	Entire Lot	20E 18 WEST 48TH ST
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1091	Entire Lot	21A 18 WEST 48TH ST
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1092	Entire Lot	21B 18 WEST 48TH ST
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1093	Entire Lot	21C 18 WEST 48TH ST
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1094	Entire Lot	21D 18 WEST 48TH ST
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1095	Entire Lot	21E 18 WEST 48TH ST
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1096	Entire Lot	22A 18 WEST 48TH ST
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1097	Entire Lot	22B 18 WEST 48TH ST
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1098	Entire Lot	22C 18 WEST 48TH ST
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1099	Entire Lot	22D 18 WEST 48TH ST
Property Type: SINGLE RESIDENTIAL CONDO UNIT				

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OFFICE OF THE CITY REGISTER**



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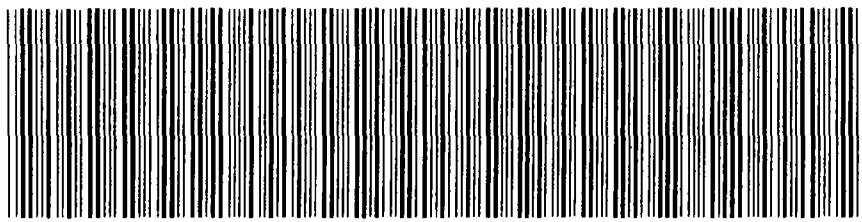
**RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 9 OF 128**

**Document ID: 2007032900151001** Document Date: 01-17-2007 Preparation Date: 03-30-2007  
Document Type: CONDO DECLARATION

**PROPERTY DATA**

<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1100	Entire Lot	22E 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1101	Entire Lot	23A 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1102	Entire Lot	23B 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1103	Entire Lot	23C 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1104	Entire Lot	23D 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1105	Entire Lot	23E 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1106	Entire Lot	24A 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1107	Entire Lot	24B 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1108	Entire Lot	24C 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1109	Entire Lot	24D 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1110	Entire Lot	25A 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1111	Entire Lot	25B 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1112	Entire Lot	25C 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1113	Entire Lot	25D 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				

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**Document ID: 2007032900151001**

Document Date: 01-17-2007

Preparation Date: 03-30-2007

Document Type: CONDO DECLARATION

**PROPERTY DATA**

**Borough** **Block** **Lot** **Unit** **Address**

MANHATTAN 1263 1114 Entire Lot 26A 18 WEST 48TH ST

**Property Type:** SINGLE RESIDENTIAL CONDO UNIT

**Borough** **Block** **Lot** **Unit** **Address**

MANHATTAN 1263 1115 Entire Lot 26B 18 WEST 48TH ST

**Property Type:** SINGLE RESIDENTIAL CONDO UNIT

**Borough** **Block** **Lot** **Unit** **Address**

MANHATTAN 1263 1116 Entire Lot 26C 18 WEST 48TH ST

**Property Type:** SINGLE RESIDENTIAL CONDO UNIT

**Borough** **Block** **Lot** **Unit** **Address**

MANHATTAN 1263 1117 Entire Lot 26D 18 WEST 48TH ST

**Property Type:** SINGLE RESIDENTIAL CONDO UNIT

**Borough** **Block** **Lot** **Unit** **Address**

MANHATTAN 1263 1118 Entire Lot 27A 18 WEST 48TH ST

**Property Type:** SINGLE RESIDENTIAL CONDO UNIT

**Borough** **Block** **Lot** **Unit** **Address**

MANHATTAN 1263 1119 Entire Lot 27B 18 WEST 48TH ST

**Property Type:** SINGLE RESIDENTIAL CONDO UNIT

**Borough** **Block** **Lot** **Unit** **Address**

MANHATTAN 1263 1120 Entire Lot 27C 18 WEST 48TH ST

**Property Type:** SINGLE RESIDENTIAL CONDO UNIT

**Borough** **Block** **Lot** **Unit** **Address**

MANHATTAN 1263 1121 Entire Lot 27D 18 WEST 48TH ST

**Property Type:** SINGLE RESIDENTIAL CONDO UNIT

**Borough** **Block** **Lot** **Unit** **Address**

MANHATTAN 1263 1122 Entire Lot 28A 18 WEST 48TH ST

**Property Type:** SINGLE RESIDENTIAL CONDO UNIT

**Borough** **Block** **Lot** **Unit** **Address**

MANHATTAN 1263 1123 Entire Lot 28B 18 WEST 48TH ST

**Property Type:** SINGLE RESIDENTIAL CONDO UNIT

**Borough** **Block** **Lot** **Unit** **Address**

MANHATTAN 1263 1124 Entire Lot 28C 18 WEST 48TH ST

**Property Type:** SINGLE RESIDENTIAL CONDO UNIT

**Borough** **Block** **Lot** **Unit** **Address**

MANHATTAN 1263 1125 Entire Lot 28D 18 WEST 48TH ST

**Property Type:** SINGLE RESIDENTIAL CONDO UNIT

**Borough** **Block** **Lot** **Unit** **Address**

MANHATTAN 1263 1126 Entire Lot 29A 18 WEST 48TH ST

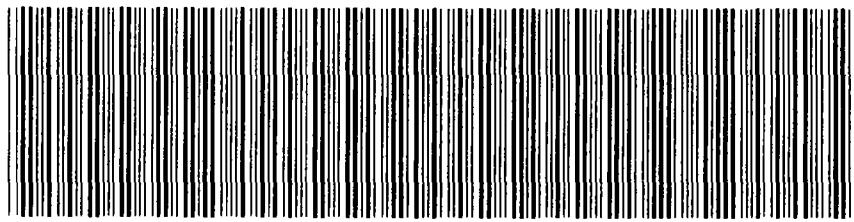
**Property Type:** SINGLE RESIDENTIAL CONDO UNIT

**Borough** **Block** **Lot** **Unit** **Address**

MANHATTAN 1263 1127 Entire Lot 29B 18 WEST 48TH ST

**Property Type:** SINGLE RESIDENTIAL CONDO UNIT

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**RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 11 OF 128**

**Document ID: 2007032900151001**

Document Date: 01-17-2007

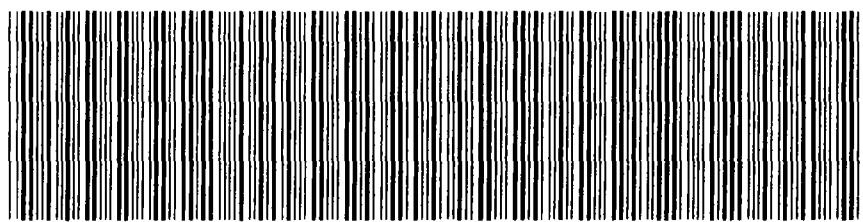
Preparation Date: 03-30-2007

Document Type: CONDO DECLARATION

**PROPERTY DATA**

<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1128	Entire Lot	29C 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1129	Entire Lot	29D 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1130	Entire Lot	30A 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1131	Entire Lot	30B 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1132	Entire Lot	30C 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1133	Entire Lot	30D 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1134	Entire Lot	31A 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1135	Entire Lot	31B 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1136	Entire Lot	31C 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1137	Entire Lot	31D 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1138	Entire Lot	32A 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1139	Entire Lot	32B 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1140	Entire Lot	32C 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1141	Entire Lot	32D 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				

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OFFICE OF THE CITY REGISTER**



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**Document ID: 2007032900151001** Document Date: 01-17-2007 Preparation Date: 03-30-2007  
Document Type: CONDO DECLARATION

**PROPERTY DATA**

<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1142	Entire Lot	33A 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1143	Entire Lot	33B 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1144	Entire Lot	33C 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1145	Entire Lot	33D 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1146	Entire Lot	34A 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1147	Entire Lot	34B 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1148	Entire Lot	34C 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1149	Entire Lot	34D 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1150	Entire Lot	PHA 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1151	Entire Lot	PHB 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1152	Entire Lot	PHC 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	1263	1153	Entire Lot	PHD 18 WEST 48TH ST
<b>Property Type:</b> SINGLE RESIDENTIAL CONDO UNIT				



STATE OF NEW YORK  
OFFICE OF THE ATTORNEY GENERAL

**ANDREW M. CUOMO**  
**ATTORNEY GENERAL**

(212) 416-8102

**DIVISION OF PUBLIC ADVOCACY  
INVESTMENT PROTECTION BUREAU**

R C House, LLC (The)  
c/o Wolf Haldenstein Adler Freeman & Herz LLP  
Attention: Lisa Lowenthal  
270 Madison Avenue  
New York, NY 10016

RE: Centria  
File Number: CD040429 Amendment No: 5  
Date Amendment Filed: 03/22/2007 Filing Fee: \$225.00  
Receipt Number: 82889

Dear Sponsor:

The referenced amendment to the offering plan for the subject premises is hereby accepted and filed. This filing is effective for the greater of six months from the date of filing this amendment or twelve months from the acceptance of the original offering literature. However, any material change of fact or circumstance affecting the property or offering requires an immediate amendment, including amending the plan to disclose the most recent certified financial statement and budget, which should be done as soon as either of these documents is available.

Any misstatement or concealment of material fact in the material submitted as part of this amendment renders this filing void ab initio. This office has relied on the truth of the certifications of sponsor, sponsor's principals, and sponsor's experts, as well as the transmittal letter of sponsor's attorney.

Filing this amendment shall not be construed as approval of the contents or terms thereof by the Attorney General of the State of New York, or any waiver of or limitation on the Attorney General's authority to take enforcement action for violation of Article 23-A of the General Business Law or other applicable law. The issuance of this letter is conditioned upon the collection of all fees imposed by law. This letter is your receipt for the filing fee.

Very truly yours,

Marissa Piesman  
Assistant Attorney General



CONDOMINIUM NO. 16 VT

STATE OF NEW YORK  
OFFICE OF THE ATTORNEY GENERAL

ELIOT SPITZER  
Attorney General

(212) 416-8102

DIETRICH L. SNELL  
Deputy Attorney General

DAVID D. BROWN, IV  
Bureau Chief  
Investment Protection Bureau

Rc House, LLC (The)  
c/o Wolf Haldenstein Adler Freeman & Herz LLP  
Attention: Stuart Saft, Esq.  
270 Madison Avenue  
New York, NY 10016

RE: Centria  
File Number: CD040429 Amount Offering \$184,460,000.00  
Filing Fee: \$10,000.00 Receipt Number: 71147  
Acceptance Date: 03/14/2005

Dear Sponsor:

The offering literature submitted for the subject premises is hereby accepted and filed. Unless extended by duly filed amendment, the effectiveness of the filing shall expire twelve months from this date. All advertising and solicitation material must be consistent with the contents of the filed offering literature. Any material change of facts or circumstances affecting the property or the offering requires an immediate amendment.

Any misstatement or concealment of material fact in the literature filed renders this filing void ab initio. This office has relied on the truth of the certification of sponsor, sponsor's principals and sponsor's experts, as well as the transmittal letter of sponsor's attorney.

The issuance of this letter is conditioned upon the faithful performance of all of the obligations of the sponsor, its agents and instrumentalities, which are required by law or set forth in the offering literature. If there is a failure or neglect to perform any such obligations when required, the effectiveness of this letter shall be suspended, and all offering and sales shall cease, pending further action by this office. Issuance of this letter is further conditioned on the collection of all fees imposed by law. This letter is your receipt for the above filing fee.

The filing of the offering literature shall not in any way be construed as approval of the contents or terms thereof by the Attorney General of the State of New York. Nor does it waive or limit the Attorney General's authority to take enforcement action for violation of Article 23-A of the General Business Law or other applicable provisions of law.

Very truly yours,

*Mariissa Piesman*  
Mariissa Piesman  
Assistant Attorney General

4/16



CONSENT ORDER

16VJ

ELIOT SPITZER  
Attorney General

STATE OF NEW YORK  
OFFICE OF THE ATTORNEY GENERAL

DIETRICH L. SNELL  
Deputy Attorney General  
Division of Public Advocacy

DAVID D. BROWN, IV  
Bureau Chief  
Investment Protection Bureau

(212) 416-8102

R C House, LLC (The)  
c/o Wolf Haldenstein Adler Freeman & Herz LLP  
Attention: Lisa Lowenthal  
270 Madison Avenue  
New York, NY 10016

RE: Centria  
File Number: CD040429  
Date Amendment Filed: 03/28/2006  
Receipt Number: 77839

Amendment No: 4  
Filing Fee: \$225.00

Dear Sponsor:

The referenced amendment to the offering plan for the subject premises is hereby accepted and filed. This filing is effective for the greater of six months from the date of filing this amendment or twelve months from the acceptance of the original offering literature. However, any material change of fact or circumstance affecting the property or offering requires an immediate amendment, including amending the plan to disclose the most recent certified financial statement and budget, which should be done as soon as either of these documents is available.

Any misstatement or concealment of material fact in the material submitted as part of this amendment renders this filing void ab initio. This office has relied on the truth of the certifications of sponsor, sponsor's principals, and sponsor's experts, as well as the transmittal letter of sponsor's attorney.

Filing this amendment shall not be construed as approval of the contents or terms thereof by the Attorney General of the State of New York, or any waiver of or limitation on the Attorney General's authority to take enforcement action for violation of Article 23-A of the General Business Law or other applicable law. The issuance of this letter is conditioned upon the collection of all fees imposed by law. This letter is your receipt for the filing fee.

Very truly yours,

Marissa Piesman  
Assistant Attorney General

CONDOMINIUM NO. 1655

DECLARATION

Establishing a Plan for Condominium Ownership  
of the Premises known as  
CENTRIA

18 West 48th Street, New York, New York 10036  
Pursuant to Article 9-B of the Real Property  
Law of the State of New York

Name  
CENTRIA

Declarant  
The RC House LLC  
c/o J.D. Carlisle Development Corp.  
352 Park Avenue South  
New York, New York 10010

Date of Declaration  
January 17, 2007

The land affected by the within instrument lies in  
Block 1263 formerly known as Base Lots 49 and 9045  
now known as Lots 1001 - 1153  
on the Tax Map of the Borough of Manhattan, City of New York

Wolf Haldenstein Adler Freeman & Herz LLP  
Attorneys for Declarant  
270 Madison Avenue  
New York, New York 10016  
(212) 545-4600  
Attn: Stuart M. Saft

#3608-183625

## INDEX TO DECLARATION

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### Exhibits

- A. Description of the Land
- B. Description of the Units
- C. Definitions
- D. By-Laws
- E. Residential Unit Power of Attorney

**DECLARATION  
OF  
CENTRIA CONDOMINIUM**

**(Pursuant to Article 9-B of the Real Property Law  
of the State of New York)**

The RC House LLC, a Delaware limited liability company, having an office c/o J.D. Carlisle Development Corp., 352 Park Avenue South, New York, New York 10010 ("Declarant"), does hereby declare as follows:

**ARTICLE 1  
DEFINITIONS**

All capitalized terms used in this Declaration (hereinafter referred to as the "Declaration") that are not otherwise defined in the Articles hereof will have the meanings set forth in Exhibit C annexed hereto, unless the context in which they are used will otherwise require.

**ARTICLE 2  
SUBMISSION OF THE PROPERTY**

2.1 Declarant hereby submits the Land and Building (each as hereinafter defined), all other improvements erected and to be erected thereon, all easements, rights and appurtenances belonging thereto and all other property, real, personal or mixed, intended for use in connection therewith (collectively, the "Property") to the provisions of Article 9-B of the Real Property Law of the State of New York (the "Condominium Act") and pursuant thereto does hereby establish a condominium to be known as "CENTRIA" (the "Condominium").

2.2 Attached to this Declaration and made a part hereof are the By-Laws of the Condominium which set forth detailed provisions governing the operation, use and occupancy of the Condominium (said By-Laws, as they may be amended from time to time, are hereinafter referred to as the "By-Laws"). All capitalized terms which are not separately defined herein shall have the meanings given to those terms in the By-Laws.

**ARTICLE 3  
THE LAND**

Included in the Property described in Article 2 is all that certain tract, plot, piece and parcel of land (the "Land") situate, lying and being in the City, County and State of New York, and more particularly described in Exhibit A annexed hereto and made a part hereof. The Land is owned by Declarant in fee simple absolute. The Land has an area of approximately 7,431 square feet.

## **ARTICLE 4** **THE PROPERTY**

Included in the Property described in Article 2 is one thirty four story building (the "Building") consisting of one (1) Commercial Unit and 152 residential units (collectively, the "Residential Units" and individually, a "Residential Unit"). The Commercial Unit and the Residential Units are sometimes hereinafter collectively referred to as the "Units" and individually as a "Unit". The Residential Units, together with the Residential Common Elements and the Residential Limited Common Elements (as hereinafter defined), are collectively referred to as the "Residential Section". The Commercial Unit together with the Commercial Common Elements and the Commercial Limited Common Elements (as hereinafter defined) are collectively referred to as the "Commercial Section". The owner of a Residential Unit is herein called a "Residential Unit Owner" and all the owners of the Residential Units are herein collectively called the "Residential Unit Owners". The owners of the Commercial Units at any time, or their designees, are herein called the "Commercial Unit Owners" and to the extent the Commercial Unit is divided each of the owners of the Commercial Units shall collectively be called the "Commercial Unit Owners". The owner of the Commercial Unit, or its designee, is herein called the Commercial Unit Owner. The Residential Unit Owners and the Commercial Unit Owners are collectively referred to herein as the "Unit Owners" and individually as a "Unit Owner". The Commercial Unit may contain any lawful uses subject to the limitations set forth in the By-Laws.

## **ARTICLE 5** **THE BUILDING**

The Building consists of one mixed-use tower building containing thirty four (34) stories with 152 Residential Units (including the Resident Manager's Unit) and the Commercial Unit (referred to as the "Building"). The Building is constructed of concrete slab floor systems, including reinforced concrete columns, masonry cavity walls and concrete footing. The floors in the Building are named (from bottom to top): Sub-cellar, Cellar, First Floor/Lobby Level, Floors 2 through 12, 14 through 34 and Penthouse. There is no thirteenth floor in the Building. The Building has an entrance on 48th Street. The Commercial Unit occupies a portion of the Cellar and First Floor.

## **ARTICLE 6** **THE UNITS**

6.1 Exhibit B annexed hereto and made a part hereof sets forth the following data with respect to each Unit necessary for the proper identification thereof: Unit designation; floor designation; tax lot number; direction(s) in which each Unit faces; approximate square foot area; number of rooms; and the percentage interest in the General Common Elements appurtenant to such Unit. The location of each Unit is shown on the floor plans of the Buildings (the "Floor Plans") certified by Perkins Eastman Architects PC, and intended to be approved by the Real Property Assessment Department of the City of New York and filed in the New York County

office of the Register of the City of New York (the "City Register's Office") following the recording of this Declaration.

6.2 Each Unit includes, and each Unit Owner shall be responsible for, the front entrance door and any other doors to such Unit, smoke/carbon monoxide detectors, for cleaning purposes all windows to such Unit, all plumbing, gas and heating fixtures and equipment such as refrigerators, dishwashers, heating, ventilating and air conditioning ("HVAC") units (including the fans inside the units), heating equipment, ranges and other appliances, as may be affixed, attached or appurtenant to such Unit and serving such Unit exclusively. Plumbing, gas and heating fixtures and equipment as used in the preceding sentence shall include exposed gas and water pipes from branch or fixture shut-off valves attached to fixtures, appliances and equipment and the fixtures, appliances and equipment to which they are attached, and any special pipes or equipment which a Unit Owner may install within a wall or ceiling, or under the floor, but shall not include gas, water or other pipes, conduits, wiring or ductwork within the walls, ceilings or floors, Each Unit shall also include (i) all lighting and electrical fixtures and appliances within the Unit, and (ii) any special equipment, fixtures or Facilities (as hereinafter defined) affixed, attached or appurtenant to the Unit, to the extent located within a Unit from the panel and serving or benefiting only that Unit. Notwithstanding anything contained in this Article 6 to the contrary, each Unit Owner will have the right, exercisable at any time, to install, at such Unit Owner's sole cost and expense, decorations, fixtures and coverings (including, without limitation, painting, finishing, wall to wall carpeting, pictures, mirrors, shelving and lighting fixtures) on the surfaces of the walls, ceilings and floors that face the interior of such Unit Owner's Unit and to a depth of one inch behind such surfaces for the purposes of installing nails, screws, bolts and the like, provided that no such installation shall impair the structural integrity and mechanical and electrical systems of such Unit or of the Building. The Residential Units will include all related Facilities exclusively serving the Residential Units.

6.3 The Commercial Unit will include all related Facilities exclusively serving the Commercial Unit including outdoor signage panels for the Commercial Unit.

6.4 As of the date of the filing of this Declaration with the City Register's Office, fee simple absolute title shall automatically vest in Declarant in all Units, individually and collectively, without the need to execute specific and particular deeds or indentures for each and every Unit.

## **ARTICLE 7** **DIMENSIONS OF UNITS**

7.1 The approximate indoor floor area of each Unit has been measured horizontally from the exterior side of the exterior Building walls or the exterior side of the insulated metal panels at the exterior of the Building, or from the midpoint of the interior walls and partitions separating the Unit from another Unit, public corridor, stairs, elevators, other mechanical equipment spaces or any other Common Elements. Columns and mechanical pipes, (whether along the perimeter or within the Unit) are not deducted from the square foot area of the Unit. Outdoor floor areas of terraces appurtenant to a Unit are not included in the Unit's floor areas.

7.2 Measured vertically, each Unit consists of the volume from the top of the floor slab below (located under the finished flooring and sub-floor materials) to the underside of the floor slab above.

## ARTICLE 8 **COMMON ELEMENTS**

8.1.1 The common elements of the Condominium (the "Common Elements") consist of the entire Property, including the Land and all parts of the Buildings and improvements thereon other than the Units. The Common Elements include, but are not limited to, those rooms, areas, corridors, spaces and other parts of the Buildings and all Facilities (defined below) therein for the common use of the Units and the Unit Owners or which are necessary or convenient for the existence, maintenance or safety of the Property. The Limited Common Elements of the Condominium (the "Limited Common Elements") consist of those Common Elements that serve or benefit exclusively (a) the Residential Units or the Residential Unit Owners (in which event they are called "Residential Common Elements"), (b) one or more but not all of the Residential Units or the Residential Unit Owners (in which event they are called "Residential Limited Common Elements"), (c) the Commercial Unit or the Commercial Unit Owner (in which event they are called "Commercial Common Elements"), or (d) one or more but not all of the Commercial Units or the Commercial Unit Owners (in which event they are called "Commercial Limited Common Elements"). The General Common Elements are appurtenant to, serve and benefit each Unit to the extent of such Unit's percentage share of the General Common Elements. The General Common Elements are for the common use of all Unit Owners.

8.1.2 As used in this Declaration, the word "Facility" or "Facilities" includes, but is not limited to, the following items (grouped more or less functionally) which are set forth only for purposes of illustrating the broad scope of that term: system, equipment, apparatus, convertor, radiator, heater, heat exchanger, mechanism, device, machinery, motor, pump, control, tank or tank assembly, insulation, heat pump unit, condenser, compressor, fan, damper, blower, thermostat, thermometer, coil, vent, sensor, shut-off valve or other valve, gong, panel, receptacle, outlet, relay, alarm, sprinkler head, electric distribution facility, wiring, wireway, switch, switchboard, circuit breaker, transformer, fitting, siamese connection, hose, plumbing fixture, drainage system, sewers, lighting fixture, other fixture, bulb, sign, telephone, meter, meter assembly, scaffolding, piping, line, duct, conduit, cable, riser, shaft, pit, flue, lock or other hardware, rack, screen, strainer, trap, drain, catch basin, leader, filter, canopy, closet, cabinet, door, railing, coping, step, furniture, mirror, furnishing, appurtenance, urn, basket, mail box, carpeting, tile or other floor covering, drapery, shade or other window covering, wallpaper or other wall covering, tree, shrubbery, flower or other planting and horticulture tub or box. The word "Facility" or "Facilities" does not include any portion of the Building that is specifically listed as a Residential Unit, a Residential Common Element, a Residential Limited Common Element, a Commercial Unit, a Commercial Common Element or a Commercial Limited Common Element.

8.2 The Common Elements will remain undivided and no Unit Owner or other person will bring or will have the right to bring any action for partition or division thereof except as may be specifically provided for herein and in the By-Laws.

8.3 The General Common Elements consist of the following:

8.3.1 The Land (as more particularly described in Exhibit A attached to this Declaration), together with all easements, rights and privileges appurtenant thereto.

8.3.2 Any of the following: all foundations, footings, columns, girders, floor slabs and ceilings, beams, and supports and interior load bearing walls, (except to the extent included in Sections 8.4 or 8.5), together with those portions of the exterior walls appurtenant to the Lobby Level of the Building beyond the Commercial and Residential Unit side of the glass or concealed block work or concealed structural members of those walls.

8.3.3 The rooms and Facilities located as follows: fire pump and water meter room, electric switchboard room, boiler room, meter rooms, telephone room, toilette, lockers and janitor's sink, and mechanical room and related Facilities located on the roof.

8.3.4 Fire pump room, gas meter room, water meter room including their respective concrete floor slabs and ceilings.

8.3.5 Fire pump, ejector pump, manual and automatic fire pump system, manual fire pump controller.

8.3.6 Water service and house pumps located below grade level. Sanitary house drain and storm water leaders which connect into a combined house sewer with connection with the city sewer in the street.

8.3.7 The Roof of the Building.

8.3.8 Fire standpipe Siamese connections.

8.3.9 Riser control valve for common 6" fire standpipe/sprinkler riser.

8.3.10 Lighting equipment which illuminates the exterior portions of all entrances to the Building, plazas and garden area.

8.3.11 That portion of the sprinkler system which serves the General Common Elements, including, but not limited to, corridors which are not Residential Limited Common Elements.

8.3.12 Intermediate riser control valves for the fire standpipe riser rising from the cellar floor to the fire standpipe (3) way manifold on the top roof of the Building, and a common fire alarm riser.

8.3.13 House tank located on the roof which supplies the domestic water system and fire standpipe/sprinkler in the Building.

8.3.14 Exhaust systems including the exhaust fan, ductwork and intake and discharge connections.

8.3.15 Portions of the riser main originating in the boiler room and distribution piping at the second floor level.

8.3.16 Ventilation supply system consisting of motors, ductwork, fans and controls serving the below grade level and hot water supply and return piping.

8.3.17 Mechanical equipment rooms including their respective concrete floor slabs and ceilings and any staircases, landings and stairs therein.

8.3.18 Unit heaters serving the mechanical spaces and electric baseboard heating system for heating perimeter spaces on first and second floors, consisting of wiring and controls.

8.3.19 All passages and corridors, mechanical and other rooms and areas located at the Property serving or benefiting both the Commercial Section and the Residential Section.

8.3.20 Any other Facilities in the Building which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of all of the Commercial Section and the Residential Section and are not a part of any Unit, Residential Common Elements, Commercial Common Elements or any Limited Common Element.

8.4 The Residential Common Elements consist of the following:

8.4.1 Residential electric meters and panels, electric closets, feeders, risers and Facilities, Residential gas meter and direct burial telephone cables serving exclusively the Residential Section.

8.4.2 Kitchen and bathroom exhaust ducts, corridor and Residential Unit supply air ducts, hot water supply and return lines for heating, water pressure reducing valve system, and all other Facilities in the floor and ceilings serving or benefiting exclusively the Residential Section.

8.4.3 CATV riser and all other Facilities located in the Property serving or benefiting exclusively the Residential Section.

8.4.4 The rooms and Facilities located as follows: the entrances to the Residential Units; gas meter room, storage rooms, Resident Manager's office, residential refuse rooms on each floor servicing the Residential Units and compactor room; the passenger elevators, its shaft, pit, machine room and Facilities the mechanical equipment rooms and areas and the elevator machine rooms located on the roof; the residential lobby, mail room, concierge station, toilette, storage and sitting area and elevator lobby.

8.4.5 All passages, hallways, stairs and corridors, all mechanical space and all other rooms, areas, spaces and other parts of the Building which are not Residential Units, Residential

Limited Common Elements or part of the Commercial Units, Commercial Common Elements, Commercial Limited Common Elements, or General Common Elements, including their concrete floor slabs and ceilings.

8.4.6 Fire staircases and their landings and stairs from the landing from the First Floor to the roof.

8.4.7 The roof over the Building excepting that portion thereof which is a Residential Limited Common Element.

8.4.8 The fitness center located in the Cellar and the Residents Lounge and Residents Lounge Terrace on the Second Floor.

8.4.9 The exterior of the Building appurtenant to the Residential Section of the Building.

8.4.10 Window glass in the Residential Section which is not part of a Residential Unit.

8.4.11 Heating and air conditioning units for the Residential Unit consisting of a fan, motor, ductwork, piping and controls.

8.4.12 Corridor supply risers and ducts, kitchen and toilet exhaust risers and ducts, kitchen and domestic hot and cold water, vent and soil stacks, gas risers, electric risers, and shafts serving Residential Units.

8.4.13 Air conditioning system for the elevator machine room on the Roof including fan, motor, ductwork and controls; toilet and kitchen exhaust fans located on the low and high Roofs.

8.4.14 Gas piping for corridor supply units and domestic hot water heaters serving Residential Limited Common Elements and Residential Units.

8.4.15 Rooftop equipment room.

8.4.16 All passages and corridors, mechanical and other rooms, areas and indoor and outdoor spaces located at the Property serving exclusively the Residential Section and which are not General Common Elements, Commercial Limited Common Elements or part of any Unit.

8.4.17 The outdoor shrubbery and other plantings and ornamentation contained therein.

8.4.18 All doors in the Residential Section, excluding doors opening from common corridors and providing entrance to Residential Units, interior doors in the Residential Units, and doors in a Residential Unit (the excluded doors being considered part of the Residential Unit).

8.4.19 All other facilities of the Property (including but not limited to shafts, pipes, wires, ducts, vents, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the Residential Section.

8.4.20 All other Facilities exclusively serving the Residential Section, excluding the Residential Units, the Residential Limited Common Elements, the Commercial Common Elements, the Commercial Limited Common Elements and the General Common Elements, and which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the Residential Section.

8.4.21 Notwithstanding anything to the contrary in this Article 8, if a Residential Common Element benefits only certain Residential Unit Owners, then the Residential Section's costs of alteration, addition, repair, replacement and restoration thereto shall be borne solely by those Residential Unit Owners who benefit from the Residential Common Element in the proportion that the Common Interest of each benefiting Residential Unit Owner bears to the Common Interests of all benefiting Residential Unit Owners. In addition, except as otherwise provided in Subsection 6.9.2.1 of the By-Laws, such Residential Unit Owners shall be responsible for the normal operation, maintenance and repair of any such Residential Common Element at their sole cost and expense.

8.5 The Residential Limited Common Elements consist of the following:

8.5.1 Certain portions of the Residential Common Elements are limited and further restricted in use to the owners of Residential Units to which such Residential Limited Common Elements are appurtenant, subject to the right of the Board of Managers to enter upon any such Residential Limited Common Element to make structural repairs or structural replacements to said Residential Limited Common Element or any Common Element contained therein, and subject to the Rules and Regulations of the Condominium.

8.5.2 The Residential Limited Common Elements include, without limitation, the terrace or balcony appurtenant to a specified Residential Unit, including any planter installed thereon and fences and rails, if any, enclosing said terrace or balcony. Any portion of the Residential Limited Common Elements which is not restricted in use may be used by any Residential Unit Owner.

8.5.3 All normal and ordinary maintenance, repair and replacement of Residential Limited Common Elements (i.e., cleaning surface areas, patching chipped concrete or pavers, repairing and/or replacing fencing or railing enclosures, etc.) shall be tended to and paid for by the Residential Unit Owner having the exclusive use thereof. The cost of repairing and/or replacing a divider separating two or more terrace areas shall be shared equally by the Unit Owners whose terraces are affected, unless the need for repair or replacement was occasioned by the negligence of one of the Unit Owners or his or her guest(s) or agent(s), in which case the cost shall be borne exclusively by said Unit Owner. However, washing exteriors of windows will be borne by the Residential Unit Owners as a Residential Common Expense. Structural or extraordinary repairs of the Residential Limited Common Elements, including such items as complete replacement of concrete in rear yards, and retarring and resurfacing the roof under terraces, will be borne by the Residential Unit Owners as a Residential Common Expense.

8.5.4 Residential Unit Owners shall be responsible for washing the interior side of any and all windows in their Unit, and the cost of replacing broken window glass in their Unit if the glass was broken through the negligence of the occupants of the Unit or their visitors or agents, otherwise the cost or replacement shall be borne by the Residential Unit Owners as a Residential Common Expense. The portion of all curtains, drapes, blinds or other window treatments visible from the exterior of the Building must be white to give the Building a uniform exterior appearance.

8.5.5 Any Residential Unit Owner having access to a terrace or balcony shall keep it free from ice, snow and water.

8.5.6 That portion of equipment, fixtures or Facilities serving or benefiting one Residential Unit, to the extent located within another Unit or within a Common Element to which there is direct and exclusive access from the interior of a Residential Unit. Notwithstanding anything to the contrary contained in the By-Laws or this Declaration, the Residential Unit Owner who is so served or benefited by such Residential Limited Common Element shall have the exclusive right to use such Residential Limited Common Element and shall be responsible for its normal operation, maintenance and repair at such Unit Owner's sole cost and expense.

8.5.7 All other Facilities exclusively serving one or more but not all Residential Units, excluding the Residential Units, the Residential Common Elements, the Commercial Common Elements, the Commercial Limited Common Elements and the General Common Elements, and which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of one or more but not all of the Residential Units.

8.6 The Commercial Common Elements consist of the following:

8.6.1 Commercial electric meter, separate cold water meter, gas meter serving or available for the exclusive use of the Commercial Section.

8.6.2 Ductwork, and all other HVAC and electric and similar utilities serving or benefiting exclusively the Commercial Section.

8.6.3 All remaining Facilities exclusively serving the Commercial Unit, excluding the Commercial Unit, the Commercial Limited Common Elements, the Residential Common Elements, the Residential Limited Common Elements and the General Common Elements, which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the Commercial Unit.

8.6.4 Notwithstanding anything to the contrary in this Article 8, if a Commercial Common Element or a General Common Element benefits only certain Commercial Unit Owners, then the Commercial Section's costs of alteration, addition, repair, replacement and restoration thereto (except in connection with a casualty or condemnation) shall be borne solely by those Commercial Unit Owners who benefit from the Commercial Common Element in the proportion that the Common Interest of each benefiting Commercial Unit Owner bears to the

Common Interest of all benefiting Commercial Unit Owners. In addition, except as otherwise provided in the By-Laws, such Commercial Unit Owners shall be responsible for the normal operation, maintenance and repair, including but not limited to the cost of staff necessary for such operation, maintenance and repair, of any such Commercial Limited Common Element at their sole cost and expense.

8.7 The Commercial Limited Common Elements consist of the following:

8.7.1 All exterior glass surfaces of all windows in the Commercial Unit.

8.7.2 That portion of equipment, fixtures or Facilities serving or benefiting one Commercial Unit, to the extent located within another Unit or within a Common Element to which there is direct and exclusive access from the interior of a Commercial Unit. Notwithstanding anything to the contrary contained in the By-Laws or this Declaration, the Commercial Unit Owner who is so served or benefited by such Commercial Limited Common Element shall have the exclusive right to use such Commercial Limited Common Element and shall be responsible for its normal operation, maintenance and repair at such Unit Owner's sole cost and expense.

8.7.3 All remaining Facilities exclusively serving the one or more but not all Commercial Units, excluding the Commercial Units, the Commercial Common Elements, the Residential Common Elements, the Residential Limited Common Elements and the General Common Elements, which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of one or more but not all Commercial Units.

8.7.4 Notwithstanding anything to the contrary in this Article 8 or the By-Laws, if a Commercial Limited Common Element benefits only certain Commercial Unit Owners, then the Commercial Section's costs of alteration, addition, repair, replacement and restoration thereto (except in connection with a casualty or condemnation) shall be borne solely by those Commercial Unit Owners who benefit from the Commercial Limited Common Element in the proportion that the Common Interest of each benefiting Commercial Unit Owner bears to the Common Interest of all benefiting Commercial Unit Owners. In addition, except as otherwise provided in the By-Laws, such Commercial Unit Owners shall be responsible for the normal operation, maintenance and repair, including but not limited to the cost of staff necessary for such operation, maintenance and repair, of any such Commercial Common Element at their sole cost and expense.

## **ARTICLE 9** **USE OF BUILDING AND UNITS**

9.1 As more particularly set forth in the By-Laws a Residential Unit may be used for any lawful purposes, subject, however, to (1) the terms and conditions of the then existing certificate of occupancy for such Residential Unit, (2) applicable governmental laws and regulations, (3) the use of such Residential Unit not adversely affecting the use and enjoyment of neighboring or adjacent Residential Units for residential purposes, and (4) the Restrictions as

defined in Section 6.14 of the By-Laws. Residential Units may only be leased in accordance with the By-Laws and the Rules and Regulations.

9.2 Notwithstanding the foregoing or anything contained in the By-Laws or the Rules and Regulations to the contrary, Declarant may without the permission of the Residential Board, (1) grant permission for the use of any Unsold Residential Unit (as defined in Exhibit C) owned by it as a Commercial office or for any other purpose, provided such use is permitted by law, and does not violate the then existing certificate of occupancy for such Residential Unit or any other governmental regulations and (2) use any Unsold Residential Units owned by it as models and sales and/or promotion offices in connection with the sale or rental of the Units, subject only to compliance with applicable governmental laws and regulations.

9.3 The Commercial Unit can be used for any commercial purpose, as defined in the New York City Zoning Resolution.

## ARTICLE 10 **CHANGES IN THE RESIDENTIAL SECTION**

Except to the extent prohibited by law, Declarant or its designee shall have the right, without the vote or consent of any Board, other Unit Owners or the Residential or Commercial Mortgage Representatives, if any, to: (a) make alterations, additions or improvements to any Unsold Residential Units; (b) change the use (subject to Section 9.2 above) or layout of, or number of rooms in, any Unsold Residential Units from time to time; (c) change the size and/or number of Unsold Residential Units by subdividing one or more Unsold Residential Units into two or more separate Units, combining separate Unsold Residential Units (including those resulting from such subdivision or otherwise) into one or more Residential Units, converting a Residential Unit or any portion thereof to a Residential Common Element, a Residential Limited Common Element a Commercial Unit, a Commercial Common Element or a Commercial Limited Common Element, altering the boundary walls between any Unsold Residential Units, or otherwise, including incorporating Common Elements (such as a portion of a hallway used exclusively by the occupant(s) of such Unsold Residential Unit) which exclusively benefit an Unsold Residential Unit into such Unit; (d) designate a General Common Element or a Residential Common Element as part of a newly created Residential Unit, Residential Limited Common Element, Commercial Unit, Commercial Common Element or Commercial Limited Common Element or designate all or part of a Residential Unit as a newly created Commercial Unit, Residential Common Element, Residential Limited Common Element or Commercial Common Element or Commercial Limited Common Element; and (e) if appropriate, reapportion among the Unsold Residential Units affected by such change in size, use or number pursuant to the preceding clauses (b) and (c) their percentage interests in the Common Elements; provided, however, that (i) the percentage interest in the Common Elements of any other Residential Units (other than Unsold Residential Units) shall not be changed by reason thereof unless the owners of such Residential Units shall consent thereto; (ii) Declarant or its designee, as the case may be, shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold each Board and all other Unit Owners harmless from any liability arising therefrom. The provisions of this Article 10 may not be added to, amended, modified or deleted without the prior written consent of Declarant or its designee. By written

permission of the Residential Board, which permission, shall not be unreasonably withheld, any other Residential Unit Owner may be given, with respect to his or her Residential Unit, the same rights and be subject to the same limitations and conditions as are set forth in this Article 10 with respect to Unsold Residential Units. Notwithstanding the other provisions of this Article 10, no reapportionment of the interests in the Common Elements appurtenant to any Residential Unit shall be made unless there is first delivered to the Residential Board a written certification stating that the percentage interests of the respective Units in the Common Elements, immediately after such reapportionment, will be based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. The certification referred to in the preceding sentence shall be delivered (i) at Declarant's election, by Declarant, the managing agent of the Residential Section or of the Condominium or any other person reasonably acceptable to the Residential Board in the case of any Unsold Residential Unit, and (ii) by either the managing agent of the Residential Section or of the Condominium, or any other person reasonably acceptable to the Residential Board in the case of any other Residential Unit.

## **ARTICLE 11** **CHANGES IN THE COMMERCIAL SECTION**

Except to the extent inconsistent with Article 15 or the By-Laws or prohibited by law, each Commercial Unit Owner shall have the right, subject to the approval of the Commercial Board, which shall not be unreasonably withheld, but without the vote or consent of the Residential or Condominium Boards, other Unit Owners or the Commercial or Residential Mortgage Representatives, if any, to: (1) decorate or make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon the Commercial Limited Common Elements; (2) change the layout or number of rooms in the Commercial Unit from time to time; (3) change the Commercial Units, by subdividing the same, into any desired number of Commercial condominium units, combining any of the Commercial Units or combining any units resulting from a subdivision, altering the boundary walls between the Commercial Units, or otherwise; (4) designate a Commercial Limited Common Element as part of a newly created Commercial condominium unit or designate all or part of a Commercial Unit as a newly created Residential Unit, Residential Common Element, Commercial Common Element or Commercial Limited Common Element; (5) reapportion among the newly created Commercial Units and/or Residential Units resulting from any subdivision, combination or otherwise their percentage interests in the Common Elements which shall be based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit, and provided that in no case may such reapportionment result in a greater percentage of Common Interest for the total of the new Commercial Units and/or Residential Units than existed for the original Commercial Unit; and (6) change, alter or modify the facade and exterior portion of the Commercial Unit up to the height of the ceiling of the first floor of the Condominium; provided, however, that the percentage interest in the Common Elements of any portion of the Commercial Unit owned by another Commercial Unit Owner or of any Residential Unit shall not be changed by reason thereof unless the owner of such Unit

shall consent thereto, and the Commercial Unit Owner shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold each Board and all other Unit Owners harmless from any liability arising therefrom.

## **ARTICLE 12** **PERSON TO RECEIVE SERVICE**

The Secretary of State of the State of New York is hereby designated to receive service of process in any action which may be brought against the Condominium, the Residential Section or the Commercial Section.

## **ARTICLE 13** **DETERMINATION OF PERCENTAGE INTERESTS IN COMMON ELEMENTS**

13.1 Determination of Percentage of Interest in Common Elements. The percentage of interest in the Common Elements applicable to each Unit, as shown on Schedule C, was determined pursuant to Section 339-i(i)(iv) of the Condominium Act, and is based upon floor space, subject to the location of such space and additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of a particular Unit. The aggregate Common Interest for all Units is 100%.

13.2 The percentage interest of each Residential Unit in the Residential Common Elements is apportioned in the same proportion that the Residential Unit bears to the Common Interests of all Residential Units.

## **ARTICLE 14** **ENCROACHMENTS**

If (a) any portion of the Common Elements encroaches upon any Unit or upon any other Common Element, (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements or (c) any such encroachments shall hereafter occur as a result of (i) settling or shifting of the Building, (ii) any alteration, repair or restoration of the Common Elements made by or with the consent (when required by the By-Laws) of the Condominium Board, Residential Board or Commercial Board, as the case may be, or made by Declarant or its designee, a Commercial Unit Owner in accordance with this Declaration or the By-Laws or (iii) any alteration, repair or restoration of the Building (or any portion thereof) or of any Unit or Common Element after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements; then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same as long as the Building shall stand.

## **ARTICLE 15** **ACCESS TO COMMON ELEMENTS**

Each Unit Owner shall have an easement in common with all other Unit Owners to use, maintain, repair, alter and replace all Common Elements located in any of the other Units or elsewhere on the Property which serve his or her Unit including an easement to connect to existing utilities including, but not limited to utilities for gas, electricity, steam and ventilation. Each Unit shall be subject to an easement in favor of all Unit Owners to use, maintain, repair, alter and replace all Common Elements located in such Unit or elsewhere on the Property which serve other Units. In addition, the Condominium Board, the Residential Board, the Commercial Board or their agents, to the extent such Boards are permitted to act by the By-Laws for such purposes, shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Property. All easements and rights of access described in this Article 15 shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Commercial Section or with the use of the Residential Units for their permitted purposes. Such entries shall be permitted on not less than one day's written notice, except that no notice will be necessary in the case of an "emergency" (i.e., a condition requiring repair or replacement immediately necessary for the preservation or safety of the Building or for the safety of occupants of the Building, or other persons, or required to avoid the suspension of any necessary service in the Building).

## **ARTICLE 16** **EASEMENTS AND NAME OF CONDOMINIUM**

16.1 Except as set forth in this Declaration, each Residential Unit Owner shall have, in common with all other Residential Unit Owners, an easement for the use of the Residential Common Elements. The Commercial Section and the Residential Section shall be subject to such easement.

16.2 Except as set forth in this Declaration, each Commercial Unit Owner shall have, in common with all other Commercial Unit Owners, an easement for the exclusive use of the Commercial Common Elements. The Commercial Section and the Residential Section shall be subject to such easement.

16.3 Each Unit Owner shall have, in common with all other Unit Owners, an easement for ingress and egress through the Residential Section and the Commercial Section as the case may be, and for the use of any Common Element, to the extent necessitated by an emergency including but not limited to an easement by the Commercial Unit Owner for emergency access through and over the fire stairs in the Building. The Residential Section and the Commercial Section shall be subject to such easement.

16.4 Each Residential Unit Owner shall have, in common with all other Residential Unit Owners, and each Unit shall be subject to, an easement (a) to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace the Residential Common Elements or

Residential Limited Common Elements located in, over, under, through or upon any Unit, or any other Common Elements or elsewhere on the Property and (b) to maintain any encroachment on any Unit or Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of the Residential Units, the Residential Common Elements; or the Residential Limited Common Elements; provided that access to any Unit or the Common Elements in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Commercial Section or with the use of the Residential Units for their permitted purposes and provided, further, that the Commercial Unit's easement to penetrate below the floor for pipes, ducts and similar installations is limited to the area which is not shaded on the floor plan for the Commercial Unit as set forth in the Plan. Such entry shall be permitted on not less than one days' written notice, except that no notice will be necessary in the case of an emergency.

16.5 Each Commercial Unit Owner shall have, in common with all other Commercial Unit Owners, and each Unit shall be subject to, an easement (a) to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace the Commercial Common Elements or the Commercial Limited Common Elements located in, over, under, through or upon any Unit, or any other Common Elements or elsewhere on the Property and (b) to maintain any encroachment on any Unit or Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of any Commercial Unit, the Commercial Common Elements or the Commercial Limited Common Elements; provided that access to any Unit or the Common Elements in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the use of the Commercial Unit or Residential Units for their permitted purposes. Such entry shall be permitted on not less than one days' notice, except that no notice will be necessary in the case of an emergency.

16.6 Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

16.7 Declarant or its designee and the Commercial Unit Owner and their successors and assigns shall, to the extent permitted by law, have an easement to erect, maintain, repair and replace, from time to time, one or more signs on the Property (other than on the exterior walls of the Building surrounding Units not owned by the party erecting the sign) for the purposes of advertising (i) the sale or lease of any Unsold Residential Unit, the sale or lease of all or any portion of the Commercial Unit and (ii) the operation of any business of a tenant or occupant of all or any portion of any Commercial Unit or of any Unsold Residential Units, as the case may be.

16.8 Declarant or its designee and the Residential Board with respect to the Residential Section, the Commercial Board with respect to the Commercial Section and the Condominium Board with respect to the Property, shall have the right to grant such additional electric, gas, steam, ventilation or other easements for utilities or otherwise or relocate any easements in any portion of the Residential Section, the Commercial Section or the Property, as the case may be, as Declarant or its designee, the Residential Board, the Commercial Board or the Condominium Board, as the case may be, shall deem necessary or desirable for the proper operation and maintenance of the Building or any portion thereof, or to complete the Building as described in

the Plan or for the general health or welfare of the owners, tenants and occupants of the appropriate Units, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the normal conduct of business of the tenants and occupants of the Commercial Unit or with the use of the Residential Units for their permitted purposes, and shall not result in the imposition of any mechanic's lien against any of the Units. Any utility company and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easement, provided such right of access shall be exercised in such manner as shall not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Commercial Unit or with the use of the Residential Units for their permitted purposes.

16.9 Declarant shall have, and the Units and Common Elements shall be subject to, an easement, (a) to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace (i) satellite dishes and similar equipment on the roof of the Building and the conduit and other Facilities relating thereto, other than those portions of the roof which constitute Residential Common Elements or Residential Limited Common Elements, and (ii) ventilation shafts from the Commercial Units on the exterior of the Buildings, and (b) to maintain any encroachment on any Unit, or any Common Elements or elsewhere on the Property resulting from the installation, operation, maintenance, repair, alteration, rebuilding, restoration or replacement thereof; provided that access to any Unit or Common Element in furtherance of such easement shall be exercised in a manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Commercial Section or with the use of the Residential Units for their permitted purposes. Such entry shall be permitted on not less than one day's notice, except that no notice will be necessary in the case of an emergency.

16.10 The Condominium and the Building shall be designated and known as "Centria". Declarant shall own and control all rights and interests, and shall be responsible for all obligations and liabilities, appurtenant to the name of the Condominium and/or the Building. For so long as Declarant owns any Units in the Building, only Declarant shall have the right to change or assign the name of the Condominium and/or the Building, subject to the consent of the Condominium Board.

16.11 Declarant for so long as it shall own any Unsold Residential Unit, the Commercial Unit Owner with respect to the Commercial Units, and the Condominium Board, on behalf of all Unit Owners, shall have the right to grant such additional electric, gas, steam, cable television, telephone, water, storm drainage, sewer and other utility easements in, or to relocate any existing utility easements to, any portion of the Property as Declarant, the Commercial Unit Owner or the Condominium Board, as the case may be, shall deem necessary or desirable for the proper operation and maintenance of the Building or any portion thereof, or for the general health or welfare of the owners, tenants and occupants of the appropriate Units, provided that the granting of such additional utility easements or the relocation of existing utilities will not prevent or unreasonably interfere with the normal conduct of business carried on within the Commercial Units or with the use of the Residential Units for their permitted purposes, and shall not result in the imposition of any mechanic's lien against any of the Units. Any utility company and its employees and agents shall have the right of access to each Unit or the Common Elements in furtherance of such easement, provided such right of access shall be exercised in such manner as

shall not unreasonably interfere with the normal conduct of business carried on within the Commercial Units or with the use of the Residential Units for their permitted purposes. Notwithstanding any other provision of this Declaration, the By-Laws or the Rules and Regulations, any alterations carried out in connection with the easements granted hereinabove shall be such that neither the configuration nor the usable area of the affected Unit shall be materially adversely affected.

16.12 Declarant and its contractors, employees and agents for so long as Declarant shall own any Unsold Residential Unit, shall have an easement for ingress and egress through all of the Common Elements in order to make alterations, additions, or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon Unsold Residential Units.

16.13 Each Unit and the Common Elements shall have easements of subjacent support and necessity, and the same shall be subject to such easements in favor of all of the other Units and the Common Elements.

16.14 The Residential Board and the Condominium Board shall have an easement through each Residential Unit that is adjacent to a Residential Limited Common Element and shall have a right to use the Residential Limited Common Element to make repairs to the exterior of the Building and to clean the windows in the Building.

## **ARTICLE 17** **POWER OF ATTORNEY TO THE BOARDS**

17.1 Each Residential Unit Owner shall grant to the persons who shall from time to time constitute the Residential Board an irrevocable power of attorney, coupled with an interest (in such form and content as the Residential Board shall determine) following due authorization (if required) from the Residential Unit Owners (a) to acquire or lease any Residential Unit, together with its Appurtenant Interests (as defined hereinafter), whose owner desires to sell, convey, transfer, assign, lease or surrender the same, or which becomes the subject of a foreclosure or other similar sale, on such terms and at such price or rental, as the case may be, as the attorneys-in-fact deem proper, in the name of the Residential Board or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, and after any such acquisition or leasing, to convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Residential Units so acquired, or to sublease any Residential Unit so leased, without the necessity of further authorization by the Residential Unit Owners, on such terms as the attorneys-in-fact may determine, (b) to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to Residential Units, including retaining counsel and taking any other actions which the Residential Board deems necessary or appropriate and (c) to execute, acknowledge and deliver any declaration or other instrument affecting the entire Residential Section which the Residential Board 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 entire Residential

Section or any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the entire Residential Section or the Common Elements which the Residential Board deems necessary or appropriate.

17.2 Each Commercial Unit Owner shall grant to the persons who shall from time to time constitute the Commercial Board an irrevocable power of attorney, coupled with an interest (in such form and content as the Commercial Board shall determine) following due authorization (if required) from the Commercial Unit Owner (a) to acquire or lease any Commercial Unit or portion thereof, together with its Appurtenant Commercial Interests (as hereinafter defined), whose owner desires to sell, convey, transfer, assign, lease or surrender the same, or which becomes the subject of a foreclosure or other similar sale, on such terms and at such price or rental, as the case may be, as the attorneys-in-fact deem proper, in the name of the Commercial Board or its designee, corporate or otherwise, on behalf of the Commercial Unit Owners, and after any such acquisition or leasing, to convey, sell, lease, sublease, mortgage or otherwise deal with (but not to vote the interest appurtenant to) any Commercial Unit or portion thereof so acquired, or to sublease any Commercial Unit or portion thereof so leased, without the necessity of further authorization by the Commercial Unit Owners, on such terms as the attorneys-in-fact may determine, and (b) to execute, acknowledge and deliver (i) any declaration or other instrument affecting the Commercial Section which the Commercial Board 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 Commercial Section, (ii) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Commercial Section or the Common Elements which the Commercial Board deems necessary or appropriate, or (iii) any easement permitting access between the Commercial Section and any property adjoining the Land, including the right to penetrate any General Common Elements located between the Commercial Section and such adjoining property, provided such penetration does not materially weaken the structural soundness of the Building.

## **ARTICLE 18** **ACQUISITION OF UNITS BY BOARDS**

18.1 If (a) any Residential Unit Owner surrenders his or her Unit, together with (i) the undivided interest in the Residential Common Elements and Residential Limited Common Elements and General Common Elements appurtenant thereto, (ii) the interest of such Unit Owner in any other Units theretofore acquired by the Residential Board or its designee, corporate or otherwise, on behalf of all Residential Unit Owners or the proceeds of the sale or lease thereof, if any, and (iii) the interest of such Unit Owner in any other assets of the Residential Section or the Condominium (such interests in (i), (ii) and (iii) being hereinafter collectively called the "Appurtenant Interests"), pursuant to the provisions of Section 339-x of the Condominium Act, (b) the Residential Board, pursuant to Article 8 of the By-Laws, acquires or leases a Residential Unit or Commercial Unit, together with the Appurtenant Interests, or (c) the Residential Board purchases, at a foreclosure or other similar sale, a Residential Unit or a Commercial Unit, together with the Appurtenant Interests, then, in any such event, title to any such Residential Unit or Commercial Unit, together with the Appurtenant Interests, shall be held

by the Residential Board or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, in proportion to their respective interests in the Common Elements. The lease or sublease covering any Residential Unit leased or subleased by the Residential Board or its designee shall be held by the Residential Board or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, in proportion to their respective interest in the Common Elements.

18.2 If (a) any Commercial Unit Owner surrenders its Commercial Unit or any portion thereof, together with (i) the undivided interest in the Commercial Limited Common Elements and General Common Elements appurtenant thereto and (ii) the interest of such Unit Owner in any other Units theretofore acquired by the Commercial Board or its designee, corporate or otherwise, on behalf of the Commercial Unit Owner or the proceeds of the sale or lease thereof, if any, and (iii) the interest of such Unit Owner in any other assets of the Commercial Section or the Condominium (such interests in (i), (ii), and (iii) being hereinafter collectively called the "Appurtenant Commercial Interests"), pursuant to the provisions of Section 339-x of the New York Condominium Act, (b) the Commercial Board, pursuant to this Declaration and/or the By-Laws, acquires or leases all or a portion of any Commercial Unit, together with its Appurtenant Commercial Interest, or (c) the Commercial Board purchases, at a foreclosure or other similar sale, all or a portion of any Commercial Unit, together with its Appurtenant Commercial Interest, then, in any such event, title to all or any such portion of the Commercial Unit, together with its Appurtenant Commercial Interests, shall be held by the Commercial Board or its designee, corporate or otherwise, on behalf of all Commercial Unit Owners, in proportion to their respective interests in the Common Elements. The lease or sublease covering all or any portion of a Unit leased or subleased by the Commercial Board or its designee shall be held by the Commercial Board or its designee, corporate or otherwise, on behalf of all Commercial Unit Owners in proportion to their respective interests in the Common Elements.

18.3 The Condominium Board shall have the authority to purchase, on behalf of all Unit Owners, a Residential Unit to be used as the residence of the Resident Manager of the Building and, in such event, title to all or any such portion of the Residential Unit, together with its Appurtenant Residential Interests, shall be held by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective interests in the Common Elements.

## **ARTICLE 19** **COVENANTS RUNNING WITH THE LAND**

19.1 All provisions of this Declaration, the By-Laws and the Rules and Regulations which are annexed hereto and made a part hereof, including, without limitation, the provisions of this Article 19, shall to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the owner of all or any part thereof, or interest therein, and his or her heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create, nor shall they be construed as creating, any rights in or for the benefit of the general public. All present and future owners, tenants,

subtenants, licensees, and other occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease or use and occupancy agreement thereof.

19.2 If any provision of this Declaration or the By-Laws is invalid under, or would cause this Declaration and the By-Laws to be insufficient to submit the Property to the provisions of the Condominium Act, such provision shall be deemed deleted from this Declaration or the By-Laws, as the case may be, for the purpose of submitting the Property to the provisions of the Condominium Act but shall nevertheless be valid and binding upon and inure to the benefit of the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable law to the extent permitted under such applicable law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land. If any provision which is necessary to cause this Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from this Declaration or the By-Laws, then such provision shall be deemed included as part of this Declaration or the By-Laws, as the case may be, for the purposes of submitting the Property to the provisions of the Condominium Act.

19.3 Subject to Section 19.2, if this Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the provisions of this Declaration and the By-Laws shall nevertheless be valid and binding upon and inure to the benefit of the owners of the Property, and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under applicable law to the extent permitted under such applicable law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land.

## ARTICLE 20 AMENDMENTS OF DECLARATION

20.1 Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions affecting Declarant or its designee, or any Unsold Residential Units, or the Commercial Units or any Commercial Unit Owner (a) any provision of this Declaration may be added to, amended, modified or deleted by the vote of at least 66-2/3% in number and in Common Interest of all Unit Owners taken in accordance with the provisions of the By-Laws; (b) any provision of this Declaration benefiting, protecting or

otherwise affecting only the Residential Section or the Residential Unit Owners may be added to, amended, modified or deleted by vote of at least 66-2/3% in number and in Common Interest of all Residential Unit Owners taken in accordance with the provisions of the By-Laws; provided, however, that the Common Interest appurtenant to each Residential Unit as expressed in this Declaration shall not be altered without the written consent of all Unit Owners directly affected and (c) any provision of this Declaration benefiting, protecting or otherwise affecting only the Commercial Unit or the Commercial Unit Owners may be added to, amended, modified or deleted by the vote of at least 66-2/3% in number and in Common Interest of all Commercial Unit Owners taken in accordance with the provisions of the By-Laws, provided, however, that the Common Interest appurtenant to any Commercial Units shall not be altered without the written consent of all Unit Owners directly affected. Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions affecting Declarant or its designee, or any Unsold Residential Units, or the Commercial Unit or any Commercial Unit Owner, no amendment, modification, addition or deletion pursuant to the provisions of clause (a) above shall be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of the Commercial and Residential Mortgage Representatives (as defined in the By-Laws), if any; no amendment, modification, addition or deletion pursuant to the provisions of clause (b) above shall be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of the Residential Mortgage Representatives, if any; and no amendment, modification, addition or deletion pursuant to the provision of clause (c) above shall be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of the Commercial Mortgage Representatives, if any. No such amendment, modification, addition or deletion shall be effective until recorded in the City Register's Office. Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions affecting Declarant or its designee, or any Unsold Residential Units, or the Commercial Units or any Commercial Unit Owner, any such amendment, modification, addition or deletion shall be executed by either (1) the Condominium Board as attorney-in-fact for the Unit Owners, coupled with an interest, which Condominium Board is hereby authorized by such Unit Owners so to act as their attorney-in-fact or (2) the Residential Board as attorney-in-fact for the Residential Unit Owners, coupled with an interest, which Residential Board is hereby authorized by such Residential Unit Owners so to act as their attorney-in-fact or (3) the Commercial Board as attorney-in-fact for the Commercial Unit Owner, coupled with an interest, which Commercial Board is hereby authorized by the Commercial Unit Owner so to act as their attorney-in-fact, as the case may be. Subject to the foregoing provisions of this Section 20.1 and the rights of Declarant or its designee, the Commercial Unit Owner and the Commercial Board under Articles 9, 10 and 11 of this Declaration, Articles 8 and 9 of this Declaration may not be amended, modified, added to or deleted unless (in addition to the consent, if required, of the Residential and/or Commercial Mortgage Representatives, as the case may be, as set forth above) 80% in number and in Common Interest of all Unit Owners affected thereby, or if only the Commercial Units are affected, 80% in number and in Common Interest of such Commercial Unit Owners, or if only Residential Units are affected, 80% in number and in Common Interest of such Residential Unit Owners, approve such amendment, modification, addition or deletion in the manner set forth above.

20.2 If the number of rooms in an Unsold Residential Unit is changed, or the use, size and/or number of Unsold Residential Units is changed (whether as a result of a subdivision or combination of Unsold Residential Units or alteration of boundary walls between Unsold Residential Units, or otherwise) and the appurtenant percentage interests of Units in the Common Elements are reapportioned as a result thereof, all in accordance with Article 10 hereof, then Declarant or its designee causing such changes shall have the right to execute, or (upon its request) to require any other Unit Owner or any Board to execute, and record in the City Register's Office and elsewhere, if required by law, an amendment to this Declaration (together with such other documents as Declarant or its designee causing such changes deems appropriate to effectuate the same) reflecting such change in the number of rooms in an Unsold Residential Unit or in the use, size and/or number of Unsold Residential Units (whether as a result of said subdivision, combination, alteration or otherwise) and the reapportionment of the percentage interests of Units in the Common Elements resulting therefrom, all without the approval of any Board, the Unit Owners or the Residential or Commercial Mortgage Representatives, if any. In addition, if any Residential Unit Owner other than Declarant or its designee causing such changes is given the right by the Residential Board to make the changes described in this Section 20.2 with respect to such Unit Owner's Residential Unit or Residential Units, all in accordance with Article 10 hereof, then such Residential Unit Owner shall have the right to require the Residential (or Condominium) Board to execute, and record in the City Register's Office and elsewhere, if required by law, any amendment to this Declaration and other documents which are necessary or appropriate (in the reasonable judgment of the Residential (or Condominium) Board) to reflect the changes made by the Residential Unit Owner, all without the approval of any Board, other Unit Owners or the Residential Mortgage Representatives, if any. Nothing contained in this Section shall be construed to mean that the Common Interest appurtenant to any Unit not subject to any change may be reapportioned without the written consent of the Owner of such Unit.

20.3 If (a) the number of rooms in any Commercial Unit or the size of any Commercial Unit is changed and the percentage interest in the Common Elements appurtenant to such Commercial Unit belonging to the Owner causing such change is reapportioned among any newly created Commercial Units resulting from any subdivision of the Commercial Unit, any combining of the Commercial Units or of any units resulting from a subdivision, any alteration of the boundary walls between Commercial condominium units, or otherwise, or (b) a Commercial Limited Common Element is designated as part of newly created Commercial Units or part of a Commercial Unit is designated as a newly created Commercial Limited Common Element, all in accordance with Article 11 hereof, then the Commercial Board (or the Commercial Unit Owner causing such changes) shall have the right to execute, or (upon request) to require any other Board or Unit Owner to execute, and record in the City Register's Office, and elsewhere, if required by law, an amendment to this Declaration (together with such other documents as the Commercial Unit Owner or the Commercial Board deems appropriate to effectuate the same) reflecting (i) such change in the number of rooms in or size of any Commercial Unit, the subdivision of the Commercial Units into separate Commercial Units, the combination of the Commercial Units or of any newly created Commercial Condominium Units resulting from a subdivision, the alteration of boundary walls between Commercial Units, or otherwise, and the reapportionment of the percentage interests in the Common Elements among such newly created Commercial condominium units or (ii) such designation of a Commercial

Limited Common Element as part of newly created Commercial Units or such designation of part of a Commercial Unit as a newly created Commercial Limited Common Element, all without the approval of any Board, the Unit Owners or the Commercial or Residential Mortgage Representatives, if any. Nothing contained in this Section shall be construed to mean that the Common Interest appurtenant to any Unit not subject to any change may be reapportioned without the written consent of the Owner of such Unit.

20.4 Amendments, modifications, additions or deletions of or to this Declaration, the By-Laws and the Rules and Regulations may be necessary, appropriate or desirable in connection with the operation of the Commercial Units or with the subdivision, combination or alteration of the Commercial Units, or of any newly created Commercial Units and/or the offering for sale or lease of all or any portion of the Commercial Unit and in connection therewith the Commercial Board, (or, when permitted, the Commercial Unit Owner) will cause this Declaration, the By-Laws and the Rules and Regulations to be so amended, modified, added to or deleted from and that the resulting provision thereof may be similar or dissimilar to those affecting the Residential Section and Residential Unit Owners. In the case of any such amendment, modification, addition or deletion which does not adversely affect the Residential Section or the Residential Unit Owners, the Commercial Board shall be the attorney-in-fact for the Residential Unit Owners, coupled with an interest, for the purpose of approving and executing any instrument effecting such amendment, modification, addition or deletion.

20.5 The provisions of 20.1 and 20.2 may not be modified, amended, added to or deleted, in whole or in part, without the consent of Declarant or its designee, and the provisions of 20.1, 20.3, and 20.4, may not be modified, amended, added to or deleted, in whole or in part, without the consent of the Commercial Board.

## **ARTICLE 21** **TERMINATION OF CONDOMINIUM**

The Condominium shall continue and the Property shall not be subject to an action for partition (unless terminated by casualty loss, condemnation or eminent domain, as more particularly provided in the By-Laws) until such time as withdrawal of the Property from the provisions of the Condominium Act is authorized by a vote of at least 80% in number and in Common Interest of all Unit Owners. No such vote shall be effective, however, (a) without the written consent (which consent shall not be unreasonably withheld or delayed) of the Residential and Commercial Mortgage Representatives, if any, and (b) without the written consent of Declarant, until such time as Declarant and its designees have conveyed title to all Residential Units, provided that in no event shall Declarant's consent be required more than five years after the date fee title to a Residential Unit is first conveyed to a purchaser by Declarant or its designees pursuant to an offering plan. In the event said withdrawal is authorized as aforesaid, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective Common Interests; provided, however, that no payment shall be made to a Unit Owner until there has first been paid from out of his or her share of such net proceeds all liens on his Unit (other than mortgages which are not Permitted Mortgages), in the order of priority of such liens.

## **ARTICLE 22** **WAIVER**

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

## **ARTICLE 23** **CAPTIONS**

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

## **ARTICLE 24** **CERTAIN REFERENCES**

24.1 A reference in this Declaration to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural and vice versa, unless the context otherwise requires.

24.2 The terms "herein," "hereof" or "hereunder" or similar terms used in this Declaration refer to this entire Declaration and not to the particular provision in which the terms are used, unless the context otherwise requires.

24.3 Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Declaration.

## **ARTICLE 25** **SEVERABILITY**

Subject to the provisions of 19.2 and 19.3, if any provision of this Declaration is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Declaration and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Declaration shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by law.

## **ARTICLE 26** **COVENANT OF FURTHER ASSURANCES**

26.1 Any party which is subject to the terms of this Declaration, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of any Board or otherwise, shall, upon prior reasonable written request at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action as such other party may reasonably request to effectuate the provisions of this Declaration or of any

transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

26.2 If any Unit Owner, any Board or any other party which is subject to the terms of this Declaration fails, within 10 days after request therefor, to execute, acknowledge or deliver any instrument, or to take any action which such Board, Unit Owner or party is required to execute, acknowledge and deliver or to take pursuant to this Declaration, then the Board which represents such Unit Owner, Board or other party is hereby authorized as attorney-in-fact for such Unit Owner, Board or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action in the name of such Unit Owner, Board or other party and such document or action shall be binding on such Unit Owner, Board or other party. For purposes of this Section 26.2, the Commercial Board shall be deemed to represent the Residential Board, the Residential Board shall be deemed to represent the Commercial Board, and the Residential and/or Commercial Board shall be deemed to represent the Condominium Board.

26.3 If any Unit Owner, any Board or any other party which is subject to the terms of this Declaration fails, within 10 days after request therefor, to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, Board or party is required to execute, acknowledge and deliver pursuant to this Declaration at the request of Declarant or its designee, then Declarant or its designee is hereby authorized, as attorney-in-fact for such Unit Owner, Board or other party, coupled with an interest, to execute, acknowledge and deliver such instrument or to take such action in the name of such Unit Owner, Board or other party and such document or action shall be binding on such Unit Owner, Board or other party, as the case may be.

## **ARTICLE 27** **SUCCESSORS AND ASSIGNS**

Except as set forth herein or in the By-Laws to the contrary, the rights and/or obligations of Declarant or its designee as set forth herein shall inure to the benefit of and be binding upon any successor or assign of Declarant or its designee, or, with the consent of Declarant or its designee, any transferee of some or all of the then Unsold Residential Units then owned by Declarant or its designee, as the case may be. The rights and/or obligations of the Commercial Unit Owners as set forth herein shall inure to the benefit of and be binding upon any successors or assigns of the Commercial Unit Owners. Subject to the foregoing, Declarant, its designee, and/or the Commercial Unit Owners, as the case may be, shall have the right, at any time, in their sole discretion, to assign or otherwise transfer their respective interests herein, whether by sale, merger, consolidation, lease, assignment or otherwise.

## **ARTICLE 28** **CONSENTS**

Whenever the consent, approval, satisfaction or permission of Declarant or its designee is required under this Declaration or the By-Laws, such consent, approval, satisfaction or

permission will not be required when Declarant or such designee no longer owns any Unsold Residential Units.

### **ARTICLE 29** **INCORPORATION BY REFERENCE**

The terms, covenants, conditions, descriptions and other information contained in (i) the property description annexed hereto as Exhibit A; (ii) the description of the Units annexed hereto as Exhibit B; (iii) the definitions annexed hereto as Exhibit C; (iv) the By-Laws annexed hereto as Exhibit D; (v) the Residential Unit Power of Attorney annexed hereto as Exhibit E; and (vi) the Floor Plans, are each incorporated herein by this reference and made a part of this Declaration as if set forth at length in the text hereof.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the  
*ML* 17 day of January, 2007.

THE RC HOUSE LLC

By: Carlisle 48th Street LLC, Managing Member

By: JD 48th Street LLC

By: \_\_\_\_\_

Name: *Jules Demchick*  
Title: *Managing Member*

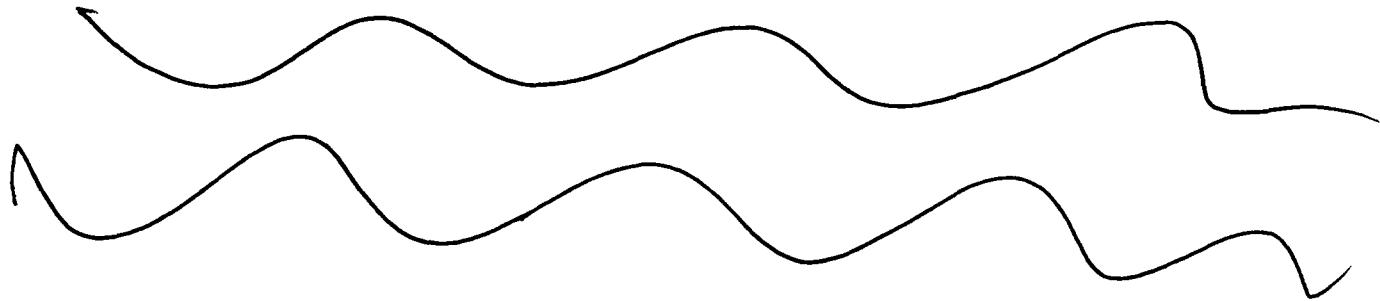
STATE OF NEW YORK )  
ss.:  
COUNTY OF NEW YORK )

On the 17 day in January in the year 2007 before me personally appeared Jules  
Deuchick, 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.

Joan Rossi  
Notary Public

JOAN ROSSI  
Notary Public, State of New York  
No. 01RO-4745486  
Qualified in Queens County  
Commission Expires September 30, 2009

**EXHIBIT A**  
**DESCRIPTION OF THE LAND**



## DEVELOPER PREMISES

All that certain plot, piece of parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of 48<sup>th</sup> Street, distant 250 feet westerly from the corner formed by the intersection of the southerly side of 48<sup>th</sup> Street with the westerly side of Fifth Avenue;

Running thence Southerly parallel with Fifth Avenue and part of the way through a party wall, 100 feet 5 inches;

Thence Westerly parallel with 48<sup>th</sup> Street; 74 feet;

Thence Northerly again parallel with Fifth Avenue and part of the way through another party wall, 100 feet 5 inches to the southerly side of 48<sup>th</sup> Street;

Thence easterly along the said southerly side of 48<sup>th</sup> Street; 74 feet to the point or place of BEGINNING.

## AIR SPACE EASEMENT PREMISES

All of that volume of space, situate, lying and being in the Borough, City and State of New York which lies above the Horizontal Plane, within the westerly twenty-five (25) feet of the Garage Premises (described below) as depicted on a Diagram of Horizontal Plane attached to and referred as Schedule I to Exhibit B-I in the Amendment To Light And Air And Reciprocal Easement Agreement made and entered into as of April 27, 2004 and recorded in the New York County Register's Office on July 12, 2004 as CRFN 2004000432753. The Horizontal Plane referred to is measured vertically above the datum level known as the Topographical Bureau of the Borough of Manhattan Datum, which datum level now designates as zero an elevation which 2.75 feet above mean sea level at Sandy Hook as computed and established by the United States Coast and Geodetic Survey, and which mean sea level is officially known as the "Sea Level Datum of 1929".

## GARAGE PREMISES

ALL that certain plot, piece of parcel of land, situate, lying and being in the borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of 48<sup>th</sup> Street, distant 175 feet westerly from the intersection of the southerly side of 48<sup>th</sup> Street and the westerly side of Fifth Avenue;

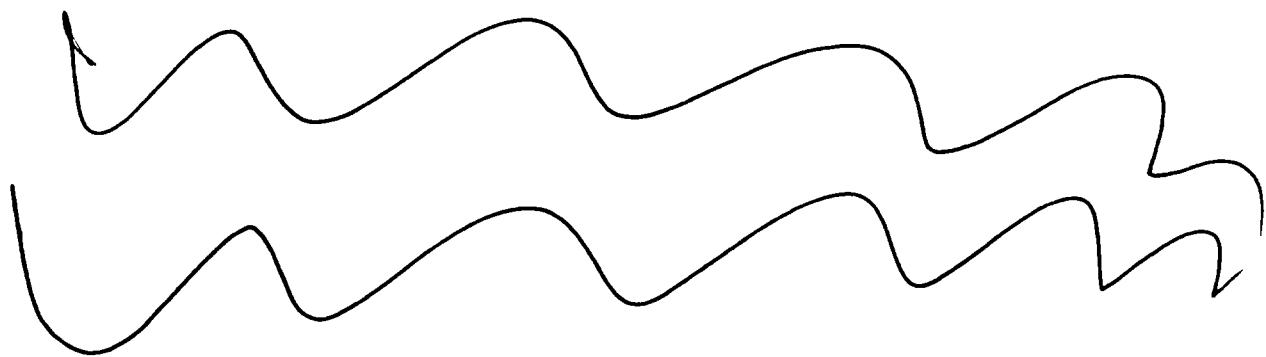
Running thence Southerly parallel with Fifth Avenue, and part of the way through a party wall, 100 feet 5 inches;

Thence Westerly parallel with 48<sup>th</sup> Street, 75 feet;

Thence Northerly parallel with Fifth Avenue and part of the way through another party wall, 100 feet 5 inches to the southerly side of 48<sup>th</sup> Street; and

Thence Easterly along the southerly side of 48<sup>th</sup> Street, 75 feet to the point or place of BEGINNING.

**EXHIBIT B**  
**DESCRIPTION OF THE UNITS**



## CENTRIA CONDOMINIUM

18 WEST 48TH STREET

## Exhibit B to Condominium Declaration

Unit	Residential Limited Common area (square foot)	Unit Area Square Footage	Location (Building Façade)	Common Element to Which Unit Has Immediate Access	Percentage of common Interest	Percentage of Residential Common Interest	Tax Lot
3A		633	N	Corridor/Stairs/Elevator	0.47245%	0.4989949%	1002 ✓
3B		952	N	Corridor/Stairs/Elevator	0.71054%	0.7504631%	1003 ✓
3C		586	S	Corridor/Stairs/Elevator	0.43737%	0.4619447%	1004 ✓
3E		1227	S	Corridor/Stairs/Elevator	0.91579%	0.9672461%	1005 ✓
3F		819	N	Corridor/Stairs/Elevator	0.61127%	0.6456190%	1006 ✓
4A		633	N	Corridor/Stairs/Elevator	0.47245%	0.4989949%	1007 ✓
4B		952	N	Corridor/Stairs/Elevator	0.71054%	0.7504631%	1008 ✓
4C		586	S	Corridor/Stairs/Elevator	0.43737%	0.4619447%	1009 ✓
4D		633	S	Corridor/Stairs/Elevator	0.47245%	0.4989949%	1010 ✓
4E		606	S	Corridor/Stairs/Elevator	0.45230%	0.4777108%	1011 ✓
4F		804	N	Corridor/Stairs/Elevator	0.60008%	0.6337945%	1012 ✓
5A		633	N	Corridor/Stairs/Elevator	0.47245%	0.4989949%	1013 ✓
5B		952	N	Corridor/Stairs/Elevator	0.71054%	0.7504631%	1014 ✓
5C		586	S	Corridor/Stairs/Elevator	0.43737%	0.4619447%	1015 ✓
5D		633	S	Corridor/Stairs/Elevator	0.47245%	0.4989949%	1016 ✓
5E		611	S	Corridor/Stairs/Elevator	0.45603%	0.4816523%	1017 ✓
5F		803	N	Corridor/Stairs/Elevator	0.59933%	0.6330062%	1018 ✓
6A		633	N	Corridor/Stairs/Elevator	0.47245%	0.4989949%	1019 ✓
6B		952	N	Corridor/Stairs/Elevator	0.71054%	0.7504631%	1020 ✓
6C		586	S	Corridor/Stairs/Elevator	0.43737%	0.4619447%	1021 ✓
6D		633	S	Corridor/Stairs/Elevator	0.47245%	0.4989949%	1022 ✓
6E		611	S	Corridor/Stairs/Elevator	0.45603%	0.4816523%	1023 ✓
6F		798	N	Corridor/Stairs/Elevator	0.59560%	0.6290647%	1024 ✓
7A		633	N	Corridor/Stairs/Elevator	0.47245%	0.4989949%	1025 ✓
7B		952	N	Corridor/Stairs/Elevator	0.71054%	0.7504631%	1026 ✓
7C		586	S	Corridor/Stairs/Elevator	0.43737%	0.4619447%	1027 ✓
7D		633	S	Corridor/Stairs/Elevator	0.47245%	0.4989949%	1028 ✓
7E		611	S	Corridor/Stairs/Elevator	0.45603%	0.4816523%	1029 ✓
7F		794	N	Corridor/Stairs/Elevator	0.59261%	0.6259115%	1030 ✓
8A	237	873	N	Corridor/Stairs/Elevator	0.65158%	0.6881873%	1031 ✓
8B	120	840	N/E	Corridor/Stairs/Elevator	0.62695%	0.6621733%	1032 ✓
8C		772	S/E	Corridor/Stairs/Elevator	0.57619%	0.6085688%	1033 ✓
8D		628	S	Corridor/Stairs/Elevator	0.46872%	0.4950534%	1034 ✓
8E		935	N/S	Corridor/Stairs/Elevator	0.69785%	0.7370620%	1035 ✓
9A		868	N	Corridor/Stairs/Elevator	0.64784%	0.6842458%	1036 ✓
9B		840	N/E	Corridor/Stairs/Elevator	0.62695%	0.6621733%	1037 ✓
9C		772	S/E	Corridor/Stairs/Elevator	0.57619%	0.6085688%	1038 ✓
9D		628	S	Corridor/Stairs/Elevator	0.46872%	0.4950534%	1039 ✓
9E		931	N/S	Corridor/Stairs/Elevator	0.69486%	0.7339088%	1040 ✓
10A		862	N	Corridor/Stairs/Elevator	0.64337%	0.6795160%	1041 ✓
10B		840	N/E	Corridor/Stairs/Elevator	0.62695%	0.6621733%	1042 ✓
10C		772	S/E	Corridor/Stairs/Elevator	0.57619%	0.6085688%	1043 ✓
10D		628	S	Corridor/Stairs/Elevator	0.46872%	0.4950534%	1044 ✓
10E		927	N/S	Corridor/Stairs/Elevator	0.69188%	0.7307556%	1045 ✓
11A		857	N	Corridor/Stairs/Elevator	0.63963%	0.6755745%	1046 ✓
11B		840	N/E	Corridor/Stairs/Elevator	0.62695%	0.6621733%	1047 ✓
11C		772	S/E	Corridor/Stairs/Elevator	0.57619%	0.6085688%	1048 ✓
11D		628	S	Corridor/Stairs/Elevator	0.46872%	0.4950534%	1049 ✓
11E		922	N/S	Corridor/Stairs/Elevator	0.68815%	0.7268141%	1050 ✓
12A		851	N	Corridor/Stairs/Elevator	0.63516%	0.6708447%	1051 ✓
12B		840	N/E	Corridor/Stairs/Elevator	0.62695%	0.6621733%	1052 ✓

## CENTRIA CONDOMINIUM

18 WEST 48TH STREET

## Exhibit B to Condominium Declaration

Unit	Residential Limited Common area (square foot)	Unit Area Square Footage	Location (Building Façade)	Common Element to Which Unit Has Immediate Access	Percentage of common Interest	Percentage of Residential Common Interest	Tax Lot
12C		772	S/E	Corridor/Stairs/Elevator	0.57619%	0.6085688%	1053 ✓
12D		628	S	Corridor/Stairs/Elevator	0.46872%	0.4950534%	1054 ✓
12E		918	N/S	Corridor/Stairs/Elevator	0.68516%	0.7236609%	1055 ✓
14A		846	N	Corridor/Stairs/Elevator	0.63142%	0.6669032%	1056 ✓
14B		840	N/E	Corridor/Stairs/Elevator	0.62695%	0.6621733%	1057 ✓
14C		772	S/E	Corridor/Stairs/Elevator	0.57619%	0.6085688%	1058 ✓
14D		628	S	Corridor/Stairs/Elevator	0.46872%	0.4950534%	1059 ✓
14E		913	N/S	Corridor/Stairs/Elevator	0.68143%	0.7197194%	1060 ✓
15A		840	N	Corridor/Stairs/Elevator	0.62695%	0.6621733%	1061 ✓
15B		840	N/E	Corridor/Stairs/Elevator	0.62695%	0.6621733%	1062 ✓
15C		772	S/E	Corridor/Stairs/Elevator	0.57619%	0.6085688%	1063 ✓
15D		628	S	Corridor/Stairs/Elevator	0.46872%	0.4950534%	1064 ✓
15E		909	N/S	Corridor/Stairs/Elevator	0.67844%	0.7165662%	1065 ✓
16A		834	N	Corridor/Stairs/Elevator	0.62247%	0.6574435%	1066 ✓
16B		840	N/E	Corridor/Stairs/Elevator	0.62695%	0.6621733%	1067 ✓
16C		772	S/E	Corridor/Stairs/Elevator	0.57619%	0.6085688%	1068 ✓
16D		628	S	Corridor/Stairs/Elevator	0.46872%	0.4950534%	1069 ✓
16E		905	N/S	Corridor/Stairs/Elevator	0.67546%	0.7134130%	1070 ✓
17A		829	N	Corridor/Stairs/Elevator	0.61874%	0.6535020%	1071 ✓
17B		840	N/E	Corridor/Stairs/Elevator	0.62695%	0.6621733%	1072 ✓
17C		772	S/E	Corridor/Stairs/Elevator	0.57619%	0.6085688%	1073 ✓
17D		628	S	Corridor/Stairs/Elevator	0.46872%	0.4950534%	1074 ✓
17E		900	N/S	Corridor/Stairs/Elevator	0.67173%	0.7094714%	1075 ✓
18A		823	N	Corridor/Stairs/Elevator	0.61426%	0.6487722%	1076 ✓
18B		840	N/E	Corridor/Stairs/Elevator	0.62695%	0.6621733%	1077 ✓
18C		772	S/E	Corridor/Stairs/Elevator	0.57619%	0.6085688%	1078 ✓
18D		628	S	Corridor/Stairs/Elevator	0.46872%	0.4950534%	1079 ✓
18E		896	N/W/S	Corridor/Stairs/Elevator	0.66874%	0.7063182%	1080 ✓
19A		818	N	Corridor/Stairs/Elevator	0.61053%	0.6448307%	1081 ✓
19B		840	N/E	Corridor/Stairs/Elevator	0.62695%	0.6621733%	1082 ✓
19C		772	S/E	Corridor/Stairs/Elevator	0.57619%	0.6085688%	1083 ✓
19D		628	S	Corridor/Stairs/Elevator	0.46872%	0.4950534%	1084 ✓
19E		892	N/W/S	Corridor/Stairs/Elevator	0.66576%	0.7031650%	1085 ✓
20A		812	N	Corridor/Stairs/Elevator	0.60605%	0.6401009%	1086 ✓
20B		840	N/E	Corridor/Stairs/Elevator	0.62695%	0.6621733%	1087 ✓
20C		772	S/E	Corridor/Stairs/Elevator	0.57619%	0.6085688%	1088 ✓
20D		628	S	Corridor/Stairs/Elevator	0.46872%	0.4950534%	1089 ✓
20E		887	N/W/S	Corridor/Stairs/Elevator	0.66202%	0.6992235%	1090 ✓
21A		806	N	Corridor/Stairs/Elevator	0.60157%	0.6353711%	1091 ✓
21B		840	N/E	Corridor/Stairs/Elevator	0.62695%	0.6621733%	1092 ✓
21C		772	S/E	Corridor/Stairs/Elevator	0.57619%	0.6085688%	1093 ✓
21D		628	S	Corridor/Stairs/Elevator	0.46872%	0.4950534%	1094 ✓
21E		883	N/W/S	Corridor/Stairs/Elevator	0.65904%	0.6960703%	1095 ✓
22A		801	N	Corridor/Stairs/Elevator	0.59784%	0.6314296%	1096 ✓
22B		840	N/E	Corridor/Stairs/Elevator	0.62695%	0.6621733%	1097 ✓
22C		772	S/E	Corridor/Stairs/Elevator	0.57619%	0.6085688%	1098 ✓
22D		628	S	Corridor/Stairs/Elevator	0.46872%	0.4950534%	1099 ✓
22E		878	N/W/S	Corridor/Stairs/Elevator	0.65531%	0.6921288%	1100 ✓
23A		795	N	Corridor/Stairs/Elevator	0.59336%	0.6266998%	1101 ✓
23B		840	N/E	Corridor/Stairs/Elevator	0.62695%	0.6621733%	1102 ✓
23C		772	S/E	Corridor/Stairs/Elevator	0.57619%	0.6085688%	1103 ✓

## CENTRIA CONDOMINIUM

18 WEST 48TH STREET

## Exhibit B to Condominium Declaration

Unit	Residential Limited Common area (square foot)	Unit Area Square Footage	Location (Building Façade)	Common Element to Which Unit Has Immediate Access	Percentage of common Interest	Percentage of Residential Common Interest	Tax Lot
23D		628	S	Corridor/Stairs/Elevator	0.46872%	0.4950534%	1104 ✓
23E		873	N/W/S	Corridor/Stairs/Elevator	0.65158%	0.6881873%	1105 ✓
24A		1230	N/W/S	Corridor/Stairs/Elevator	0.91803%	0.9696110%	1106 ✓
24B		1268	N/E	Corridor/Stairs/Elevator	0.94639%	0.9995664%	1107 ✓
24C		769	S/E	Corridor/Stairs/Elevator	0.57395%	0.6062039%	1108 ✓
24D		630	S	Corridor/Stairs/Elevator	0.47021%	0.4966300%	1109 ✓
25A		1220	N/W/S	Corridor/Stairs/Elevator	0.91056%	0.9617280%	1110 ✓
25B		1268	N/E	Corridor/Stairs/Elevator	0.94639%	0.9995664%	1111 ✓
25C		769	S/E	Corridor/Stairs/Elevator	0.57395%	0.6062039%	1112 ✓
25D		630	S	Corridor/Stairs/Elevator	0.47021%	0.4966300%	1113 ✓
26A		1210	N/W/S	Corridor/Stairs/Elevator	0.90310%	0.9538449%	1114 ✓
26B		1268	N/E	Corridor/Stairs/Elevator	0.94639%	0.9995664%	1115 ✓
26C		769	S/E	Corridor/Stairs/Elevator	0.57395%	0.6062039%	1116 ✓
26D		630	S	Corridor/Stairs/Elevator	0.47021%	0.4966300%	1117 ✓
27A		1200	N/W/S	Corridor/Stairs/Elevator	0.89564%	0.9459619%	1118 ✓
27B		1268	N/E	Corridor/Stairs/Elevator	0.94639%	0.9995664%	1119 ✓
27C		769	S/E	Corridor/Stairs/Elevator	0.57395%	0.6062039%	1120 ✓
27D		630	S	Corridor/Stairs/Elevator	0.47021%	0.4966300%	1121 ✓
28A		1190	N/W/S	Corridor/Stairs/Elevator	0.88817%	0.9380789%	1122 ✓
28B		1268	N/E	Corridor/Stairs/Elevator	0.94639%	0.9995664%	1123 ✓
28C		769	S/E	Corridor/Stairs/Elevator	0.57395%	0.6062039%	1124 ✓
28D		630	S	Corridor/Stairs/Elevator	0.47021%	0.4966300%	1125 ✓
29A		1180	N/W/S	Corridor/Stairs/Elevator	0.88071%	0.9301959%	1126 ✓
29B		1268	N/E	Corridor/Stairs/Elevator	0.94639%	0.9995664%	1127 ✓
29C		769	S/E	Corridor/Stairs/Elevator	0.57395%	0.6062039%	1128 ✓
29D		630	S	Corridor/Stairs/Elevator	0.47021%	0.4966300%	1129 ✓
30A		1170	N/W/S	Corridor/Stairs/Elevator	0.87325%	0.9223129%	1130 ✓
30B		1268	N/E	Corridor/Stairs/Elevator	0.94639%	0.9995664%	1131 ✓
30C		769	S/E	Corridor/Stairs/Elevator	0.57395%	0.6062039%	1132 ✓
30D		630	S	Corridor/Stairs/Elevator	0.47021%	0.4966300%	1133 ✓
31A		1160	N/W/S	Corridor/Stairs/Elevator	0.86578%	0.9144299%	1134 ✓
31B		1268	N/E	Corridor/Stairs/Elevator	0.94639%	0.9995664%	1135 ✓
31C		769	S/E	Corridor/Stairs/Elevator	0.57395%	0.6062039%	1136 ✓
31D		630	S	Corridor/Stairs/Elevator	0.47021%	0.4966300%	1137 ✓
32A		1149	N/W/S	Corridor/Stairs/Elevator	0.85757%	0.9057585%	1138 ✓
32B		1268	NE	Corridor/Stairs/Elevator	0.94639%	0.9995664%	1139 ✓
32C		769	S/E	Corridor/Stairs/Elevator	0.57395%	0.6062039%	1140 ✓
32D		630	S	Corridor/Stairs/Elevator	0.47021%	0.4966300%	1141 ✓
33A		1139	N/W/S	Corridor/Stairs/Elevator	0.85011%	0.8978755%	1142 ✓
33B		1268	N/E	Corridor/Stairs/Elevator	0.94639%	0.9995664%	1143 ✓
33C		769	S/E	Corridor/Stairs/Elevator	0.57395%	0.6062039%	1144 ✓
33D		630	S	Corridor/Stairs/Elevator	0.47021%	0.4966300%	1145 ✓
34A		1129	N/W/S	Corridor/Stairs/Elevator	0.84264%	0.8899925%	1146 ✓
34B		1268	N/E	Corridor/Stairs/Elevator	0.94639%	0.9995664%	1147 ✓
34C		769	S/E	Corridor/Stairs/Elevator	0.57395%	0.6062039%	1148 ✓
34D		630	S	Corridor/Stairs/Elevator	0.47021%	0.4966300%	1149 ✓
PH A		1119	N/W/S	Corridor/Stairs/Elevator	0.83518%	0.8821095%	1150 ✓
PH B		1268	N/E	Corridor/Stairs/Elevator	0.94639%	0.9995664%	1151 ✓
PH C		769	S/E	Corridor/Stairs/Elevator	0.57395%	0.6062039%	1152 ✓
PH D		630	S	Corridor/Stairs/Elevator	0.47021%	0.4966300%	1153 ✓
Residential Unit Subtotals		126,855			94.67992%	100.0000000%	

**CENTRIA CONDOMINIUM****18 WEST 48TH STREET****Exhibit B to Condominium Declaration**

Unit	Residential Limited Common area (square foot)	Unit Area Square Footage	Location (Building Façade)	Common Element to Which Unit Has Immediate Access	Percentage of common Interest	Percentage of Residential Common Interest	Tax Lot
Commercial		7128			5.32008%		1001
		133,983			100.000000%	100.000000%	

## **EXHIBIT C**

### **DEFINITIONS**

“Adversely affect”, or “adverse effect”, as used in the Condominium Documents, shall mean, with respect to any action or proposed change and with respect to any Unit Owner or Owners, that such action or change could, if realized, (i) increase the Common Charges payable by such Unit Owner or Owners, (ii) materially interfere with such Unit Owner’s access to its Unit or Units, (iii) obstruct or degrade the view from the windows of such Unit Owner’s Unit or (iv) otherwise materially diminish such Unit Owner’s use and enjoyment of its Unit or Units.

“Building” refers to the structures and improvements including above and below grade segments, known as Centria and located at 18 West 48th Street, New York, New York in which the Units of the Condominiums are located.

“By-Laws” refers to the By-Laws governing the operations of the Condominium, the form of which is set forth in Part II of the Plan.

“City Register’s Office” refers to the New York County office of the Register of The City of New York.

“Closing” refers to the time, place and procedure by which fee title to the Residential Unit in question is conveyed to a Purchaser pursuant to a fully executed Purchase Agreement.

“Closing Date” refers to the date on which Closing occurs.

“Commercial Board” refers to the board of managers comprised of representatives of the Commercial Unit Owner.

“Commercial Common Charges” refers to (i) assessments payable to the Commercial Board by the Commercial Unit Owners for the purpose of meeting (a) Commercial Common Expenses and (b) each Commercial Unit Owner’s pro rata share of General Common Expenses and (ii) that portion of the General Common Expenses attributable to the Commercial Unit Owners.

“Commercial Common Expenses” refers to the costs and expenses incurred or projected in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Commercial Common Elements.

“Commercial Common Elements” refers to those Common Elements which serve or benefit exclusively the Commercial Units and/or the Commercial Unit Owners.

“Commercial Limited Common Elements” refers to those Common Elements which serve or benefit one or more but not all of the Commercial Units and/or the Commercial Unit Owners.

“Commercial Section” refers to the Commercial Units and the Commercial Common Elements.

“Commercial Unit” refers to the Commercial Unit located in the Cellar and First Floor of the Building, and, to the extent the Commercial Unit is further divided, the Commercial Units shall refer to all of the Units resulting from the subdivision of the Commercial Unit.

“Commercial Unit Owner” refers to the owner or owners of the Commercial Unit. In the event the Commercial Units are subdivided, Commercial Unit Owner shall refer to all of the Units resulting from the subdivision of the Commercial Units.

“Common Charges” refers to the aggregate of General Common Charges, Commercial Common Charges and Residential Common Charges.

“Common Elements” refers to the General Common Elements, the Residential Common Elements, the Residential Limited Common Elements and the Commercial Common Elements.

“Common Expenses” refers to the costs and expenses incurred from General Common Elements, the Residential Common Elements and the Commercial Common Elements.

“Common Interest” refers to the proportionate undivided interest, expressed as a numerical percentage, in the General Common Elements appertaining to each Unit determined in accordance with the Declaration. The Common Interest is the basis of determining, among other things, a Unit Owner’s (a) voting power, and (b) share of any distributions upon termination of the Condominium.

“Condominium” refers to Centria.

“Condominium Act” refers to the New York Condominium Act, as amended from time to time and presently found in the New York Real Property Law, Article 9B.

“Condominium Board” refers to the overall board of managers of the Condominium comprised of representatives of the Residential Board and of the Commercial Board.

“Declaration” refers to the instrument creating the Condominium, as the same may be amended from time to time, the form of which is set forth in Part II of the Plan.

“Department of Law” refers to the New York State Department of Law.

“First Closing”, or words of similar import, refers to the date fee title to a Residential Unit is first conveyed to a Purchaser pursuant to the Plan.

“Floor Plans” refers to the floor plans of the Building, as the same may be amended from time to time, which are approved by the Real Property Assessment Bureau of The City of New York and filed with the City Register’s Office.

“General Common Charges” refers to assessments payable to the Condominium Board by the Residential Board and the Commercial Board for the purpose of meeting General Common Expenses (including but not limited to, the costs and expense of financing or leasing an apartment for the Resident Manager).

“General Common Elements” refers to the Land and all parts of the Building, including its foundations, roofs and supports, other than the Units and the Limited Common Elements.

“General Common Expenses” refers to costs and expenses incurred or projected in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the General Common Elements.

“Land” refers to the Property, other than the Buildings and the appurtenances thereto.

“Managing Agent” refers to the managing agent or manager of the Building at the time in question.

“Offeree” refers to (a) Purchasers who have executed and delivered Purchase Agreements for Residential Units and are not in default thereunder, (b) Unit Owners, and (c) any other person or entity who, pursuant to law, is an offeree of the Plan.

“Permitted Encumbrances” refers to those title encumbrances on a Unit subject to which a Purchaser agrees to take title, as more particularly itemized on Schedule A annexed to the form of Purchase Agreement set forth in Part II of the Plan.

“Permitted Mortgage” refers to a mortgage permitted to be placed upon a Unit or Units pursuant to the provisions of the By-Laws.

“Permitted Mortgagee” refers to the holder of any Permitted Mortgage and shall include, without limitation, such banks and financial institutions as constitute the holders of the construction loan mortgages given by Sponsor to acquire and construct the Property.

“Plan” refers to this offering plan for the establishment of condominium ownership, as the same may be amended from time to time.

“Plans and Specifications” refers to the plans and specifications for the Building which (to the extent required by law) are filed with, and approved by, the Department of Buildings of The City of New York, which plans and specifications may, from time to time, have been amended or changed, or may hereafter be amended or changed in accordance with the provisions of the Plan.

“Property” refers to the Land, the Building and the appurtenances thereto.

“Property Deed” refers to the deed dated December 23, 2003 pursuant to which the Sponsor acquired fee title to the Property.

“Purchase Agreement” refers to the agreement to purchase a Residential Unit pursuant to the Plan, the form of which is set forth in Part II of the Plan.

“Purchaser” refers to person(s) or entity(ies) named as Purchaser(s) in a Purchase Agreement which has been duly executed by such person(s) or entity(ies) and accepted by Sponsor.

“Residential Board” refers to the board of managers representing the Residential Unit Owners.

“Residential Common Charges” refers to assessments payable to the Residential Board by Residential Unit Owners for the purpose of meeting the cost of the Residential Common Expenses.

“Residential Common Elements” refers to those Common Elements which serve or benefit exclusively the Residential Unit and/or the Residential Unit Owners.

“Residential Common Expenses” refers to the costs and expenses incurred or projected in connection with repair, maintenance, replacement, restoration, improvement, alteration and addition of and to the Residential Common Elements or in connection with any services or facilities exclusively benefiting the Residential Section or the Residential Unit Owners.

“Residential Common Interest” refers to the proportionate undivided interest, expressed as a numerical percentage, in the Residential Common Elements appertaining to each Residential Unit determined in accordance with the Declaration. The Residential Common Interest is the basis of determining a Unit Owner’s liability for a share of the Residential Common Charges.

“Residential Limited Common Interests” refers to those Common Elements which serve or benefit exclusively one or more but not all the Residential Units and/or the Residential Unit Owners including, but not limited to the Terraces appurtenant to certain Residential Units.

“Residential Rules and Regulation” refers to the rules and regulations made in accordance with the By-Laws and attached thereto as Schedule A.

“Residential Section” refers to the Residential Units, the Residential Common Elements and the Residential Limited Common Elements.

“Residential Unit” refers to any Unit designated as a Residential Unit in the Declaration, and all such Residential Units, are, collectively, referred to as the “Residential Units”.

“Residential Unit Owner” refers to any owner of a Residential Unit, and all such owners are, collectively, referred to as “Residential Unit Owners”.

“Resident Manager’s Apartment” refers to the apartment in the Building in which the Condominium’s Resident Manager will reside.

“Residents” refers to the people residing in the Building regardless of whether they are Unit Owners, renters, or other occupants of the Units.

“Residents Lounge” refers to the lounge on the Second Floor of the Building.

“Residents Lounge Terrace” refers to the terrace on the Second Floor of the Building.

“Schedule A” refers to Schedule A, “Purchase Price and Related Information for the Projected First Year of Condominium Operation” set forth in Part I of the Plan.

“Schedule B” refers to Schedule B, “Projected Budget for the First Year of Condominium Operation” set forth in Part I of the Plan.

“Selling Agent” refers to The Marketing Directors, Inc., or any successor selling agent at the time in question.

“Sponsor” refers to The RC House LLC, a Delaware limited liability company, and its successors and assigns.

“Sponsor and/or its designee(s)”, “Sponsor or a designee of Sponsor” or similar terms refers to Sponsor and any designee of Sponsor.

“Sponsor Control Period” refers to the period during which members of the Residential Board or Condominium Board designated by Sponsor constitute a majority of the members of said Boards.

“Terrace(s)” refers to terraces and/or balconies appurtenant to certain Residential Units which are Residential Limited Common Elements.

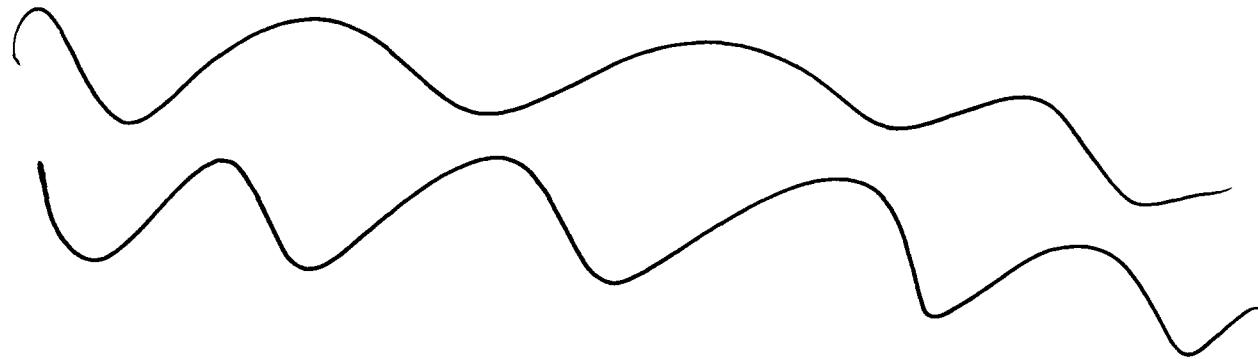
“Unavoidable Delays” refers to delays due to strike, lockout, or other labor or industrial disturbance (whether or not on the part of employees or contractors of Sponsor), civil disturbance, future order of any government, court or regulatory body claiming jurisdiction, war, act of the public enemy, riot, sabotage, blockade, embargo, terrorist acts, shortage of or failure or inability to secure materials or labor by reason of priority or similar regulation or order of any government or regulatory body or lightning, earthquake, fire, storm, hurricane, flood, explosion, act of God or any cause similar to any of the causes hereinabove state; provided, however, that for purposes of this definition, lack of funds or inability to obtain financing shall not be deemed to be a cause similar to the causes stated above.

“Unit” or “Condominium Unit” refers to space designated as a Residential Unit or a Commercial Unit in the Declaration, consisting, generally, of either a specific residence or a portion of the Commercial space in the Building, together with an appurtenant proportionate undivided interest in the General Common Elements and, as the case may be, in the Residential Common Elements, the Residential Limited Common Elements or in the Commercial Common Elements. All of such Units are collectively referred to as “Units”.

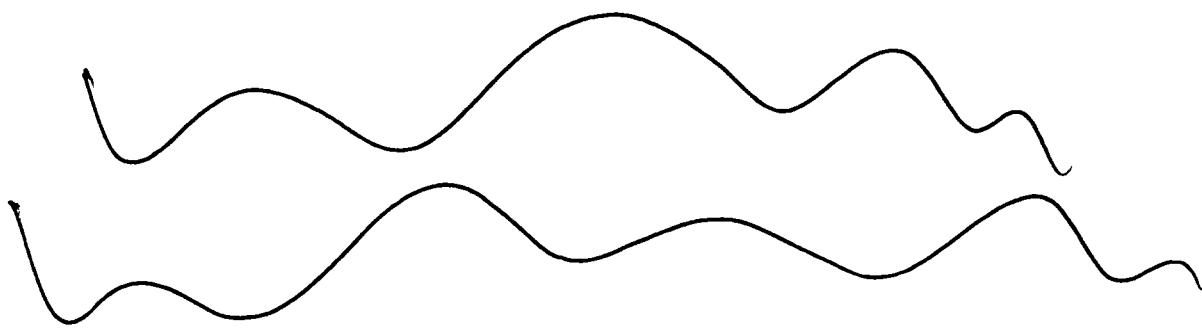
“Unit Owner” refers to any Residential Unit Owner or Commercial Owner, and all of such Residential Unit Owners and Commercial Unit Owner are collectively referred to as the “Unit Owners”.

“Unsold Residential Unit” refers to (a) any Residential Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by Sponsor or its designee, or a Residential Unit that is acquired, individually or collectively, by a principal of Sponsor or a group of which Sponsor, or one or more of their principals, is a member or (b) any Residential Unit for which there is a signed Purchase Agreement but for which Closing has not yet occurred.

**EXHIBIT D**  
**BY-LAWS**  
**OF**  
**CENTRIA CONDOMINIUM**  
**18 West 48th Street**  
**New York, New York 10036**



**BY-LAWS**  
**OF**  
**CENTRIA CONDOMINIUM**  
**18 WEST 48TH STREET**  
**NEW YORK, NEW YORK 10036**



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## BY-LAWS

### ARTICLE 1

#### GENERAL

**1.1 Purpose.** The purpose of these By-Laws is to set forth the rules and procedures concerning the conduct of the affairs of Centria Condominium (the "Condominium"). The Condominium covers the property (the "Property") consisting of approximately 7,431 square feet of land (the "Land") which forms a part of Block 1263 of Section 5 on the Tax Map of the Borough of Manhattan, City, County and State of New York, the buildings and other improvements now or hereafter to be constructed thereon or therein, as the case may be (hereinafter collectively called the "Buildings"), including, without limitation, the Units and the Common Elements, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith, all of which have been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York by the recording of a Declaration (which, as the same may be amended from time to time, is herein called the "Declaration") in the New York County Office of the Register of The City of New York ("City Register's Office"), together with these By-Laws. All terms used herein including, but not limited to, "Declarant or its designee" and "Declarant or a designee of Declarant," which are not separately defined herein, shall have the meanings given to those terms in the Declaration.

**1.2 Applicability of By-Laws.** These By-Laws are applicable to the Property and to the use and occupancy thereof. All present and future Unit Owners, mortgagees, lessees, sublessees and other occupants of Units and employees and guests of Unit Owners, as well as all other persons who may use the facilities of the Property, are and shall be subject to the Declaration, these By-Laws and the Rules and Regulations (as hereinafter defined). The acceptance of a deed or conveyance, or the succeeding to title to, or the execution of a lease or sublease for, or the act of occupancy of, a Unit shall constitute an agreement that the provisions of these By-Laws, the Rules and Regulations and the Declaration are accepted, ratified, and will be complied with.

**1.3 Principal Office of Condominium.** The principal office of the Condominium shall be located within the Property or at such other place within the Borough of Manhattan reasonably convenient thereto, as may be designated from time to time by the Condominium Board (as hereinafter defined).

### ARTICLE 2

#### BOARDS OF MANAGERS

##### 2.1 Number, Term and Qualification.

**2.1.1** As more particularly set forth in 2.2, the affairs of the Condominium shall be governed by a board of managers of the Condominium (the "Condominium Board"). From and after the first annual meetings of Residential Unit Owners and Commercial Unit Owners as provided in Section 3.1, the Residential Board shall consist of five persons elected by the Residential Unit Owners, subject to Declarant's 3.9.3 rights and the

Commercial Board shall consist of two (2) persons. Thereafter, the Condominium Board shall consist of seven persons: the five members of the Residential Board and the two members of the Commercial Board subject to Section 2.4. The Condominium Board, the Commercial Board, and the Residential Board, are herein sometimes referred to collectively as the "Boards" and individually as a "Board."

2.1.2 Each member of the Residential Board and of the Commercial Board except for the first Boards as provided in 2.4 and except as otherwise provided herein, shall be elected at the separate annual meetings of Residential Unit Owners and Commercial Unit Owners, respectively, and shall serve until the next annual meeting thereof and until successors have been elected and qualified. There shall be no limit on the number of successive terms a Board member may serve.

2.1.3 Except for Board members elected or designated by Declarant or its designee (a) all members of the Residential Board shall be either Residential Unit Owners or officers, directors, shareholders, partners, principals, employees or beneficiaries of corporations, partnerships, fiduciaries or any other entities which own Residential Units, Permitted Mortgagees, or family members of any of the foregoing, and (b) all members of the Commercial Board shall be either a Commercial Unit Owner or officers, directors, shareholders, partners, principals, employees or beneficiaries of corporations, partnerships, fiduciaries, or any other entities which may own a Commercial Unit, Permitted Mortgagees of the Commercial Unit, lessees of the Commercial Unit or portions thereof, or family members of any of the foregoing. Other than Board members elected or designated by Declarant or its designee no Board member shall continue to serve after he ceases to be qualified as set forth above. As used herein the term "Permitted Mortgagee" means the holder of any mortgage ("Permitted Mortgage") of a Unit or Units which is permitted to be placed thereon pursuant to these By-Laws.

2.1.4 During all periods that there is only one Commercial Unit and one Commercial Unit Owner, the Commercial Unit Owner shall have all of the authority of the Commercial Board.

## 2.2 Powers and Duties.

2.2.1 The Boards shall collectively have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium (except such powers and duties which by law, the Declaration or these By-Laws may not be delegated to the Boards by the Unit Owners). All determinations, however, which (a) affect only the Residential Section and do not adversely affect the Commercial Section or the use of the Commercial Section for its permitted purposes, shall be made by the Residential Board or (b) affect only the Commercial Section and do not adversely affect the Residential Section or the use of Residential Units for their permitted purposes, shall be made by the Commercial Board. All other determinations with respect to the administration of the affairs of the Condominium including, without limitation, determinations which (i) relate to the Residential Section and adversely affect the Commercial Section, or (ii) relate to the Commercial Section and adversely affect the Residential Section, or (iii) relate to or affect the General Common Elements, shall be made by the Condominium Board. Any dispute between the Residential Board and the Commercial Board with respect to whether the Residential Board or the Commercial Board shall be entitled to make any determination shall be settled by Arbitration (as hereinafter defined); provided, however, that no such dispute with respect to whether the determination of one adversely affects the other shall be

deemed to exist unless the objecting party specifies the grounds for its objection in writing to the other party within 10 business days of receipt by it of notice of such determination. In addition, any dispute between the Residential Board and the Commercial Board with respect to whether any matter is entitled to be determined by the Condominium Board shall be settled by Arbitration, which Arbitration shall be determined on the basis of what is in the best interests of the Condominium. As used herein the term "Arbitration" means arbitration conducted in accordance with the provisions of Article 11 and the term "adversely affect" shall mean the uses prohibited by 6.16.

2.2.2 Subject to the provisions of 2.2.1 and without limiting the generality thereof:

2.2.2.1.(a) The Condominium Board shall be entitled to make determinations with respect to the following matters:

2.2.2.1.(b) Operation, care, upkeep, maintenance, repair and replacement of the General Common Elements, including contracts for utilities, services and supplies;

2.2.2.1.(c) The amount of General Common Charges (as hereinafter defined).

2.2.2.1.(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the General Common Elements.

2.2.2.1.(e) Adoption of, and amendments and additions to, the General Rules and Regulations (as hereinafter defined).

2.2.2.1.(f) Making additions and improvements to, or alterations of, the General Common Elements.

2.2.2.1.(g) Making repairs and restorations of the General Common Elements or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings.

2.2.2.1.(h) Enforcing obligations of Unit Owners, the Commercial Board and the Residential Board.

2.2.2.1.(i) Levying fines against Unit Owners, the Commercial Board or the Residential Board for violations of the General Rules and Regulations (any such fines shall constitute General Common Charges payable by the Unit Owner or Board against which they are levied).

2.2.2.1.(j) Opening and maintaining bank accounts on behalf of the Condominium (with respect to matters within its jurisdiction as provided in these By-Laws) and designating signatories therefor.

2.2.2.1.(k) Adjusting and settling insurance claims (and executing and delivering releases in connection therewith) if the loss involves both the Residential Section and the Commercial Section or the General Common Elements, as set forth in 6.2.

2.2.2.1.(l) Borrowing money on behalf of the Condominium, when required in connection with the operation, care, upkeep and maintenance of, or the making of repairs, replacements, restorations or additions to or alterations of, the General Common

Elements; provided, however, that (i) the consent of at least 51% in Common Interest of all Unit Owners shall be required for any borrowings in excess of the aggregate amount of \$250,000 in any one fiscal year (regardless of the balance of any loans outstanding from previous years), and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the consent of the owner of such Unit. If any sum borrowed by the Condominium Board pursuant to the authority contained in this subparagraph 2.2.2.1(1) is not repaid by said Board, a Unit Owner who pays to the creditor such proportion thereof as his interest in the Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor has filed or has the right to file against such Unit Owner's Unit.

2.2.2.1(m) Organizing corporations to act as designees of the Condominium Board with respect to such matters as such Board may determine.

2.2.2.1(n) Execution, acknowledgment and delivery of (i) any declaration or other instrument affecting the Property which the Condominium Board 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 Buildings, or (ii) any consent, covenant, restriction, easement or declaration affecting the Property which the Condominium Board deems necessary or appropriate.

2.2.2.1(o) Prepare, execute and record, on behalf of all Unit Owners, as their attorney-in-fact, coupled with an interest, a restatement of the Declaration and/or these By-Laws whenever, in the Condominium Board's estimation, it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the Declaration and/or these By-Laws.

2.2.2.1(p) Obtaining and reviewing insurance for the Property, including the Units, pursuant to the provisions of 6.2.

2.2.2.1(q) Leasing or purchasing an apartment for use as the residence of the Building Resident Manager, either in the Building or elsewhere (in compliance with applicable law and regulation) and amending, modifying, extending, renewing, and otherwise dealing in any way with respect to any such lease and refinancing the mortgage on the Resident Manager's Unit.

2.2.2.2 The Residential Board shall be entitled to make determinations with respect to the following matters:

2.2.2.2.(a) Operation, care, upkeep, maintenance, repair and replacement of the Residential Section, including contracts for utilities, services and supplies.

2.2.2.2.(b) The amount of Residential Common Charges (as hereinafter defined), subject to the determination of the Condominium Board with respect to General Common Charges.

2.2.2.2.(c) Collection of Residential Common Charges from Residential Unit Owners.

2.2.2.2.(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the Residential Section.

2.2.2.2.(e) Adoption of, and amendments and additions to, the Residential Rules and Regulations (as hereinafter defined).

2.2.2.2.(f) Subject to Section 8.2., purchasing, leasing and otherwise acquiring in the name of the Residential Board (or, if required, in the name of the Condominium Board) or its designee, on behalf of all Residential Unit Owners, Residential Units offered for sale or lease or surrendered by their owners to the Residential Board.

2.2.2.2.(g) Purchasing Residential Units at foreclosure or other similar sales, in the name of the Residential Board (or, if required, in the name of the Condominium Board) or its designee, on behalf of all Residential Unit Owners.

2.2.2.2.(h) Selling, leasing, subleasing, mortgaging and otherwise dealing with (but not voting the interests appurtenant to) Residential Units acquired by, and subleasing Residential Units leased by, the Residential Board or its designee, on behalf of all Residential Unit Owners.

2.2.2.2.(i) Making additions and improvements to, or alterations of, the Residential Common Elements and the Residential Limited Common Elements.

2.2.2.2.(j) Making repairs to and restorations of the Residential Section or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings.

2.2.2.2.(k) Enforcing obligations of Residential Unit Owners and the Boards.

2.2.2.2.(l) Levying fines against Residential Unit Owners for violations of the Residential Rules and Regulations (any such fines shall constitute Residential Common Charges payable by the Residential Unit Owner against whom they are levied).

2.2.2.2.(m) Maintaining bank accounts on behalf of the Residential Section (with respect to matters within its jurisdiction as provided in these By-Laws) and designating signatories therefor.

2.2.2.2.(n) Adjusting and settling insurance claims (and executing and delivering releases in connection therewith) if the loss involves only the Residential Section as set forth in 6.2.

2.2.2.2.(o) Borrowing money on behalf of the Residential Section when required in connection with the operation, care, upkeep and maintenance of, or the making of repairs, replacements, restorations or additions to or alterations of, the Residential Section or otherwise in connection with any permitted action or activity of the Residential Board; provided, however, that (i) except as provided in 8.6 and refinancing the indebtedness on the Residential Manager's Unit, the consent of at least 51% in Common Interest of all Residential Unit Owners shall be required for any borrowings in excess of the aggregate amount of \$250,000 (including the pro rata share of the Residential Section with respect to any borrowing made by the Condominium Board pursuant to 2.2.2.1(1)) in any one fiscal year (regardless of the balance of any loans outstanding from previous years, (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the

consent of the owner of such Unit, and (iii) the Commercial Unit Owner will not be liable for repayment of any portion of any such loan. If any sum borrowed by the Residential Board pursuant to the authority contained in this subparagraph 2.2.2.2(o) is not repaid by said Board, a Residential Unit Owner who pays to the creditor such proportion thereof as his interest in the Common Elements bears to the interest of all Residential Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or any lien which said creditor has filed or has the right to file against such Residential Unit Owner's Unit.

2.2.2.2.(p) Organizing corporations to act as designees of the Residential Board with respect to such matters as such Board may determine, including, without limitation, in connection with the acquisition of title to or the leasing or subleasing of Residential Units by the Residential Board on behalf of Residential Unit Owners.

2.2.2.2.(q) Execution, acknowledgment and delivery of (i) any declaration or other instrument affecting only the Residential Section which the Residential Board 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 Residential Section, or (ii) any consent, covenant, restriction, easement or declaration affecting only the Residential Section which the Residential Board deems necessary or appropriate.

2.2.2.2.(r) Execution, acknowledgment and delivery of any documents or other instruments necessary to commence, pursue, compromise or settle certiorari proceedings to obtain reduced real estate tax assessments with respect to Residential Units for the benefit and on behalf of (i) all Residential Unit Owners, or (ii) for individual Residential Unit Owners, provided that each such Residential Unit Owner indemnifies the Residential Board from and against all claims, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from such proceedings.

2.2.2.2.(s) Operation, maintenance and supervision of all Residential Common Elements and Residential Limited Common Elements.

2.2.2.2.(t) Purchasing or leasing, in the name of the Residential Board, space for the storage of personal property of Residential Unit Owners, and in connection therewith the promulgation of conditions, rules and regulations for the operation and supervision thereof.

2.2.2.2.(u) Imposition of move in fees and charges, and transfer fees in connection with the sale or lease of a Residential Unit, provided that no such fees or charges or any other conditions of transfer or lease may be imposed upon the Declarant.

2.2.2.2.(v) To execute, acknowledge and deliver: (a) any declaration (including a declaration of single zoning lot) or other instrument affecting the Property that the Condominium Board deems necessary or appropriate to comply with any law applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Building and (b) any consent, covenant, restriction, easement, or declaration affecting the Property that the Condominium Board deems necessary or appropriate;

2.2.2.2.(w) To prepare, execute, acknowledge and record on behalf of all Unit Owners, as their attorney in fact, coupled with an interest, a restatement of the Declaration

or these By-Laws, whenever, in the Condominium Board's estimation, it is advisable to consolidate and restate all amendments, modification, additions and deletions theretofore made to the same;

2.2.2.2.(x) Commencement of summary eviction proceedings in the name of or on behalf of the Condominium Board and/or Unit Owner or Unit Owners, as the case may be, against an authorized guest and/or a Tenant of a Unit Owner if such authorized Guest and/or Tenant does not conform to the Rules and Regulations of the Condominium, annexed hereto as Schedule A, as said Rules and Regulations may at any time and from time to time, be modified, amended or added to in accordance with the terms of these By-Laws. All costs in connection with the removal of the authorized guest and/or Tenant, including reasonable attorney's fees, shall be borne by the Unit Owner.

2.2.2.2.(y) To carry out any other duties imposed upon the Condominium Board pursuant to the Declaration and these By-Laws.

2.2.2.2.(z) To establish reasonable rules for the use of the Fitness Center, Residents' Lounge and Residents' Lounge Terrace and other portions of the Residential portion of the Building.

2.2.2.3 The Commercial Board shall be entitled to make determinations with respect to the following matters:

2.2.2.3.(a) Operation, care, upkeep, maintenance, repair and replacement of the Commercial Section, including contracts for utilities, services and supplies.

2.2.2.3.(b) The amount of Commercial Common Charges, subject to the determination of the Condominium Board with respect to General Common Charges.

2.2.2.3.(c) Collection of Commercial Common Charges from Commercial Unit Owner.

2.2.2.3.(d) Employment and dismissal of personnel necessary for the maintenance and operation of the Commercial Section.

2.2.2.3.(e) Adoption of, and amendments and additions to, the Commercial Rules and Regulations (as hereinafter defined).

2.2.2.3.(f) Selling, leasing, mortgaging and otherwise dealing with all or any portion of the Commercial Section. This 2.2.2.3(f) is not intended, except to the extent provided elsewhere to the contrary, to interfere with the ability of Commercial Unit Owner to sell, lease, mortgage, subdivide or combine portions of their individual Units.

2.2.2.3.(g) Making additions and improvements to or alterations of the Commercial Common Elements or the Commercial Limited Common Elements.

2.2.2.3.(h) Making repairs to and restorations of the Commercial Section or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings.

2.2.2.3.(i) Enforcing obligations of the Commercial Unit Owner and the Boards.